

PLANNING & ZONING COMMISSION REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX Tuesday, August 24, 2021 at 6:30 PM

Agenda

CALL TO ORDER AND ROLL CALL

Commission Members

Mim James, Chair James Martin, Vice Chair Christian Bourguignon John McIntosh Doug Crosson Evelyn Strong Tammie Williamson

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer Deputy City Administrator Ginger Faught City Attorney Laura Mueller City Secretary Andrea Cunningham City Engineer Chad Gilpin Senior Planner Tory Carpenter Planning Assistant Warlan Rivera IT Coordinator Misty Dean

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

A member of the public who desires to address the Commission 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 Commission'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 Commission. It is the request of the Commission 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 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 Planning &

Zoning Commission meetings, it is intended that these items will be acted upon by the Planning & Zoning Commission with a single motion because no public hearing or determination is necessary. However, a Planning & Zoning Commission 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 Planning & Zoning Commission voting on the consent agenda as a collective, singular item. Prior to voting on the consent agenda, the Planning & Zoning Commission may add additional items that are listed elsewhere on the same agenda.

- 1. Approval of the August 10, 2021, Planning & Zoning Commission regular meeting minutes.
- 2. Disapproval of SUB2021-0044: an application for a final plat for Driftwood Phase 1 Section 3 Final Plat for a 42.17 acre tract located along the west side of Thurman Roberts Way north of its intersection with RM 1826 of Driftwood 967 Phase 2, 42.17 acres out of Freelove Woody Sur, Abs 20, Hays County, Texas. Applicant: Tony Miller, P.E., Murfee Engineering Company, Inc.

BUSINESS

- 3. Public hearing and consideration of recommendation regarding DA2020-002: an application for an Amended and Restated Development Agreement for the Anarene/Double L tract as an update to the 2015 Amended and Restated Development Agreement on RR 12 north of 290 including an increase in density, roadways, parks improvements, and related changes. Applicant: Pablo Martinez, BGE, Inc.
 - a. Presentation
 - b. Staff Report
 - c. Public Hearing
 - d. Amended and Restated Development Agreement
- 4. Public hearing and consideration of recommendation regarding VAR2021-0014: Variance Application to consider a variance to Section D107.2 from the 2018 International Fire Code for remoteness related to fire access to the development at the Overlook at Bunker Ranch Florio Tract Extension at 2004 Creek Road. Applicant: Cristina Cordoba, Civil & Environmental Consultants, Inc.
 - a. Presentation
 - b. Staff Report
 - c. Public Hearing
 - d. Variance
- 5. Discuss and consider the Appointment of two members to the Development Agreement Working Group.

PLANNING & DEVELOPMENT REPORTS

6. Planning Department Report

EXECUTIVE SESSION

The Planning & Zoning Commission 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 Planning & Zoning Commission for the City of Dripping Springs may act on any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

UPCOMING MEETINGS

Planning & Zoning Commission Meetings

September 14, 2021, at 6:30 p.m. September 28, 2021, at 6:30 p.m.

City Council & BOA Meetings

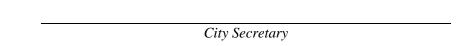
September 7, 2021, at 6:00 p.m. (CC & BOA) September 21, 2021, at 6:00 p.m. October 5, 2021, at 6:00 p.m. (CC & BOA) October 19, 2021, at 6:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

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

I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on August 20, 2021, at 4:15 p.m.



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



PLANNING & ZONING COMMISSION REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, August 10, 2021 at 6:30 PM

MINUTES

CALL TO ORDER AND ROLL CALL

With a quorum of the Commission present, Vice Chair Martin called the meeting to order at 6:30 p.m.

Commission Members present were:

James Martin, Vice Chair John McIntosh Doug Crosson Evelyn Strong Tammie Williamson

Commission Members absent were:

Mim James, Chair Christian Bourguignon

<u>Staff, Consultants & Appointed/Elected Officials present were:</u>

City Attorney Laura Mueller Mayor Pro Tem Taline Manassian

PRESENTATION OF CITIZENS

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No one spoke 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 Planning & Zoning Commission meetings, it is intended that these items will be acted upon by the Planning & Zoning Commission with a single motion because no public hearing or determination is necessary. However, a Planning & Zoning Commission 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 Planning & Zoning Commission voting on the consent agenda as a collective, singular item. Prior to voting on the consent agenda, the Planning & Zoning Commission may add additional items that are listed elsewhere on the same agenda.

- 1. Discuss and consider approval of the July 27, 2021, Planning & Zoning Commission regular meeting minutes.
- 2. Denial of SUB2021-0040 for reasons set forth: A Final Plat for Parten Ranch Phase 3 an approximately 60.41 acres situated in the Lamar Moore Survey, A-323, Hays County, Texas, generally located north of FM 1826, and west of CR 163, to be known as Parten Ranch Phase 3 Final Plat. Applicant: Lauren Crone, LJA Engineering.

A motion was made by Commissioner Strong to approve Consent Agenda Items 1-2. Vice Chair Martin seconded the motion which carried unanimously 5 to 0.

BUSINESS

- 3. Public hearing and consideration of approval of SUB2021-0041: an application to consider the plat vacation of Driftwood 967 Phase 2, an approximately 8.0259 acres of land situated in the Freelove Woody Survey No. 23, Abstract No. 20, in Hays County, Texas, consisting of a one lot subdivision being Block A, Lot 1. The property is located north of FM 967, south of RM 1826, west of Brangus Road, and east of FM 150, to be known as the Driftwood 967 Ph. 2 Plat Vacation. Applicant: Ronee Gilbert, Murfee Engineering Company, Inc.
 - **a. Presentation** Applicant Ronee Gilbert was available for questions.
 - **b. Staff Report** Laura Mueller presented the staff report which is on file. Staff recommends approval of the plat vacation with the following conditions:
 - 1) The plat vacation will not be fled until all comments have been addressed on the filed minor plat for the subdivisions.
 - 2) That the city and county approve the vacation documents as to form for filing.
 - **c. Public Hearing** No one spoke during the Public Hearing.

d. SUB2021-0040

A motion was made by Commissioner McIntosh to approve SUB2021-0041: an application to consider the plat vacation of Driftwood 967 Phase 2, an approximately 8.0259 acres of land situated in the Freelove Woody Survey No. 23, Abstract No. 20, in Hays County, Texas, consisting of a one lot subdivision being Block A, Lot 1 with staff

conditions as presented. Commissioner Strong seconded the motion which carried unanimously 5 to 0.

4. Presentation and discussion regarding the 2021 Texas Legislative Update.

Via unanimous consent, this item was postponed to the August 24, 2021, regular meeting.

EXECUTIVE SESSION

The Planning & Zoning Commission 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 Planning & Zoning Commission 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.

The Commission did not meet in Executive Session.

UPCOMING MEETINGS

Planning & Zoning Commission Meetings

August 24, 2021, at 6:30 p.m. September 14, 2021, at 6:30 p.m. September 28, 2021, at 6:30 p.m.

City Council & BOA Meetings

August 17, 2021, at 6:00 p.m. September 7, 2021, at 6:00 p.m. (CC & BOA) September 21, 2021, at 6:00 p.m.

ADJOURN

A motion was made by Commissioner Strong to adjourn the meeting. Commissioner Crosson seconded the motion which carried unanimously 5 to 0.

This regular meeting adjourned at 6:35 p.m.

THREE SECTION ONE PLAT PHASE AL SUBDIVISION WOOD DRIFT

TEXAS R STATE

COUNTY OF HAYS

TWOOD DLC INVESTOR I, LP, ACTING BY AND 3766 ACRES RECORDED IN DOCUMENT No. YS COUNTY, DO HEREBY SUBDIVIDE 42.1751 DIVISION, PHASE ONE, SECTION THREE FINAL SON, SUBJECT TO ANY AND ALL EASEMENTS REBY DEDICATE TO THE PUBLIC THE USE OF KNOW ALL MEN BY THESE PRESENTS, THAT DRIFTW THROUGH SCHUYLER JOYNER, OWNER OF THAT 65.37 20031232 OF THE OFFICIAL PUBLIC RECORDS OF HAYS ACRES OF LAND TO BE KNOWN AS "DRIFTWOOD SUBDIN PLAT", IN ACCORDANCE WITH THE PLAT SHOWN HEREON OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREE THE EASEMENTS SHOWN HEREON.

SCHUYLER JOYNER, AUTHORIZED AGENT 14605 NORTH 73rd STREET SCOTTSDALE, ARIZONA 85260

OF MARICOPA

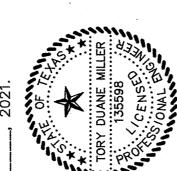
SUBSCRIBED TO THE F THE SAME FOR THE P BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAJOYNER, KNOWN BY ME TO BE THE PERSON WHOSE NA INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECAND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 2021. A.D.

THIS IS TO CERTIFY THAT I AM CERTIFIED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS: THAT I PREPARED THE PLAN SUBMITTED HEREWITH, AND THAT ALL INFORMATION SHOWN THEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF AND THAT SAID PLAN COMPLIES WITH ORDINANCE No. 1230.6 SETTING FORTH REQUIREMENTS AND OBLIGATIONS FOR SUBDIVISIONS IN THE CITY OF DRIPPING SPRINGS AND THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF HAYS COUNTY, TEXAS, EXCEPT FOR THOSE VARIANCES GRANTED BY THE COMMISSIONERS COURT.

DAY OF JULY 9 WITNESS MY HAND THIS THE .

TORY DUANE MILLER, P.E.
MURFEE ENGINEERING CO., INC.
1101 SOUTH CAPITAL OF TEXAS HIGHWAY
BUILDING D, SUITE 110
AUSTIN, TEXAS 78746



SURVEYOR'S NOTES:

- AQUIFER THE EDWARDS 1. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF RECHARGE ZONE.
- 2. THE ENTIRETY OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE THE EDWARDS AQUIFER.
- NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS, BUT IS WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS.
- A PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN IN ZONE "AE" AS DELINEATED ON HAYS COUNTY COMMUNITY PANEL MAP #48209C0120F EFFECTIVE DATE SEPTEMBER 2, 2005.

I GREGORY A. WAY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE CITY OF DRIPPING SPRINGS SUBDIVISION ORDINANCE AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

THIS THE 16th DAY OF WITNESS MY HAND

GREGORY A. WAY REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4567 — STATE OF TEXAS CAPITAL SURVEYING COMPANY, INC. 925 S. CAPITAL OF TEXAS HWY. BLDG. B, SUITE 115 AUSTIN, TEXAS 78746 (512) 327—4006



SUBDIVISION PLAT NOTES:

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

- 1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL OR STATE—APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS, MAY OFFER THE BEST RENEWABLE WATER RESOURCE.
- 2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.
- BEGIN MAY3. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

DATE MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

C.F.M.

DRIPPING SPRINGS. Ы CIT≺ 1. WATER AND WASTEWATER SERVICES WILL BE PROVIDED COOPERATIVE, INC. SPECTRUM COMMUNICATIONS. ELECTRIC DERNALES TELEPHONE SERVICES WILL BE PROVIDED BY CHARTER ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY PE

EXTRATERRITORIAL SPRINGS DRIPPING P CITY WITHIN THE 1. THIS SUBDIVISION IS LOCATED JURISDICTION.

AND DISTRICT 2. THIS SUBDIVISION IS WITHIN THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.

3. THIS SUBDIVISION IS LOCATED IN THE EDWARDS AQUIFER CONTRIBUTING ZONE.

AN EXISTING NO FENCES SHALL BE PLACED SO AS TO IMPEDE THE FLOW OF DRAINAGE WITHIN DRAINAGE WAY. 4.

DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE DRIFTWOOD PROPERTY OWNERS ASSOCIATION, INC. AS RECORDED IN VOLUME 5163, PAGE 441, VOLUME 5163, PAGE 455, VOLUME 5163, PAGE 471, VOLUME 5163, PAGE 485, VOLUME 5163, PAGE 500 IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY. NOTE: NONE OF THE ABOVE EASEMENTS LIE WITHIN OR IMMEDIATELY ADJACENT TO THE HEREIN DESCRIBED PLAT.

STREET TOTAL ACREAGE OF DEVELOPMENT: 42.1751

TOTAL ACREAGE OF LOTS: 42.1751
INTENDED USE OF LOTS: SINGLE FAMILY, OPEN SPACE AND PRIVATE TOTAL NUMBER OF LOTS: 26 AVERAGE SIZE OF LOTS: 1.622
NUMBER OF LOTS: Greater than 10 acres 1
Larger than 5, less than 10 0
Between 2 & 5 acres 2
Less than an acre 9

3.1016 ACRES, THURMAN ROBERTS WAY, (LOT 7, A LOCAL PRIVATE STREET (2,700 LINEAR FEET) 11 NEW R.O.W.

0.5578 ACRES, KLEIN COURT, (LOT 8, BLOCK "F") A LOCAL PRIVATE STREET (480 LINEAR FEET) R.O.W. NEW

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STATE

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AND

NOTARY PUBLIC

7. HOMEOWNERS ASSOCIATION MAINTAINED STREETS:
DRIFTWOOD DLC INVESTOR 1, LP, BY FILING OF THIS PLAT OF RECORD, AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, BY PURCHASING SUCH PROPERTY, OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, BY PURCHASING SUCH PROPERTY ACKNOWLEDGE AND AGREE THAT HAYS COUNTY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR OR ACCEPT MAINTENANCE OF THE ROADS SHOWN ON THIS SUBDIVISION: THURMAN ROBERTS WAY, KLEIN COURT AND ROXIE CROSSING UNTIL AND UNLESS DRIFTWOOD DLC INVESTOR 1, LP AND/OR THE DRIFTWOOD PROPERTY ASSOCIATION OF THE COUNTY ROADWAYS TO THE THEN CURRENT STANDARDS REQUIRED BY THE COUNTY, AS A PUBLIC STREET. DEDICATED BY THE OWNERS OF THE PROPERTY WITHIN THIS SUBDIVISION SHALL LOOK SOLELY TO THE DRIFTWOOD PROPERTY OWNERS ASSOCIATION, INC. FOR FUTURE MAINTENANCE AND REPAIR OF THE ROADS AND STREETS SHOWN IN THIS SUBDIVISION.

ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03. œ

WHILE THE WATER AVAILABILITY RULES ARE INTENDED TO PRESERVE AND PROTECT THE WATER RESOURCES OF HAYS COUNTY, THE COMMISSIONERS COURT OF HAYS COUNTY DOES NOT MAKE ANY WARRANTY — EXPRESSED, IMPLIED, OR OTHERWISE — THAT SUBDIVISIONS THAT COMPLY WITH THESE RULES WILL BE ABLE TO MEET THE WATER NEEDS OF THOSE PURCHASING LOTS WITHIN THE SUBDIVISION. <u>ი</u>

ALL RESIDENTIAL LOTS WITHIN THIS SUBDIVISION ARE RESTRICTED FROM DRILLING INDIVIDUAL WATER WELLS. 9.

THIS SUBDIVISION IS SUBJECT TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT REACHED BETWEEN THE CITY OF DRIPPING SPRINGS AND M. SCOTT ROBERTS AND DRIFTWOOD EQUITIES, LTD., RECORDED IN VOLUME 5150, PAGE 598 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. THIS SUBDIVISION IS REQUIRED TO OBTAIN BUILDING PERMITS BEFORE CONSTRUCTION CAN BEGIN ON RESIDENTIAL LOTS, AND SITE DEVELOPMENT AND BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION CAN BEGIN ON COMMERCIAL LOTS.

THE OWNER WILL ALLOW THE RIGHT-OF-ENTRY TO THE CITY, UTILITY OR PUBIC PROVIDERS AND EMERGENCY VEHICLES AS NECESSARY. 12.

NO CONSTRUCTION WILL OCCUR WITHIN THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY AND P.E.C. EASEMENTS WITHOUT PRIOR NOTIFICATION OF EASEMENT HOLDER. 5

TEMPORARY EASEMENT TO EXPIRE UPON INCORPORATION INTO PLATTED PRIVATE DRAINAGE EASEMENT AND/OR PRIVATE DRAINAGE EASEMENT AND RIGHT-OF-WAY OF DRIFTWOOD SUBDIVISION PHASE ONE-FUTURE SECTION. 4.

THIS SUBDIVISION IS SUBJECT TO DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS AS REFERRED TO IN DOCUMENT No. 15007648 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. 15.

GENERAL NOTES CONTINUED ON SHEET 4 OF 4. CITY OF DRIPPING SPRINGS ADMINISTRATIVE PLAT APPROVAL:

THIS PLAT, DRIFTWOOD, PHASE ONE, SECTION THREE FINAL PLAT, HAS BEEN SUBMITTED AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AS A FINAL PLAT FOR ADMINISTRATIVE APPROVAL PURSUANT TO ORDINANCE 1230.09 AND HAS BEEN FOUND TO COMPLY WITH THE CITY'S CODE OF ORDINANCES, AND IS HEREBY APPROVED ADMINISTRATIVELY.

I, THE UNDERSIGNED, DIRECTOR OF THE HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF DRIPPING SPRINGS FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS.

SERVICES MARCUS PACHECO, DIRECTOR HAYS COUNTY DEVELOPMENT

DATE

STATE OF COUNTY OF

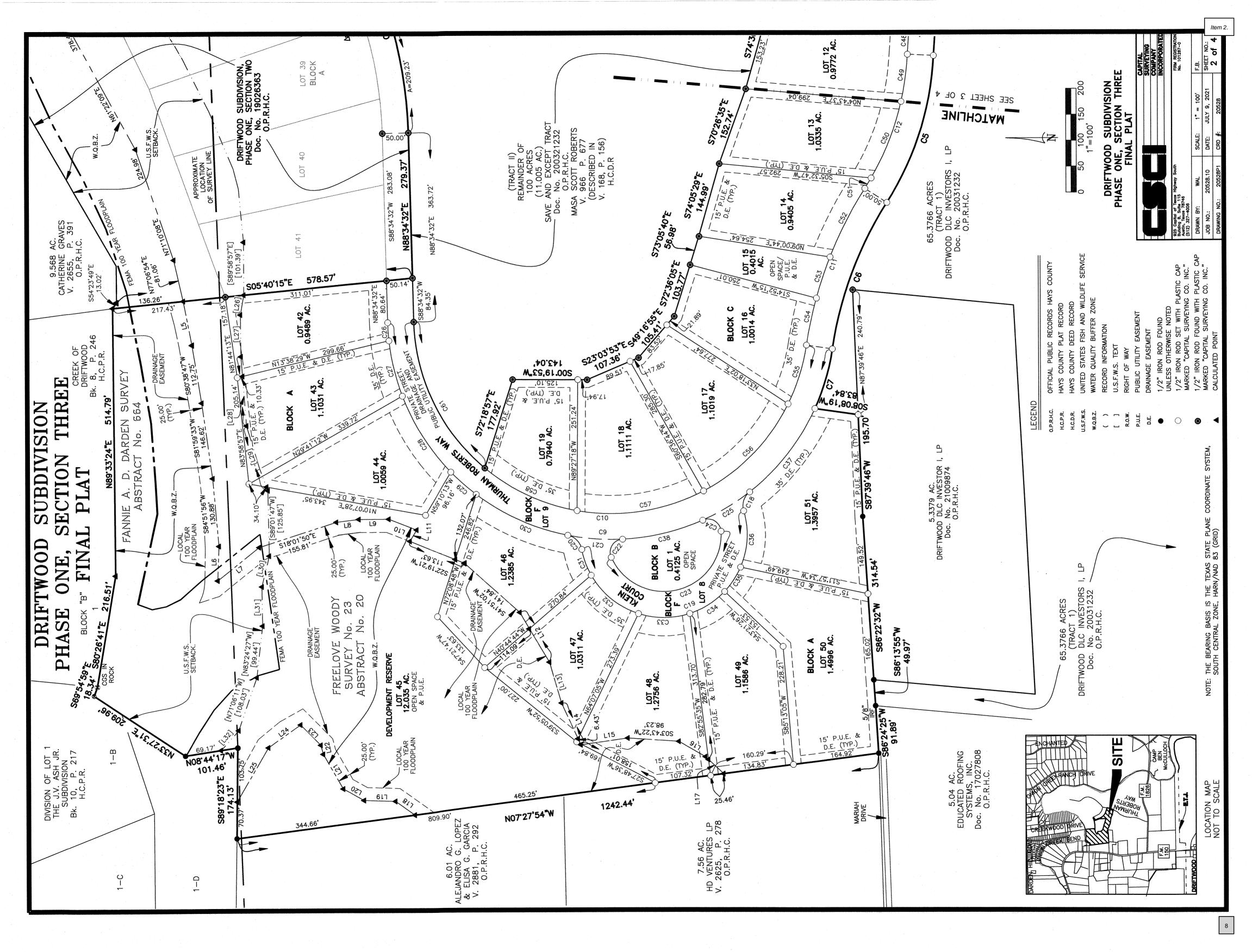
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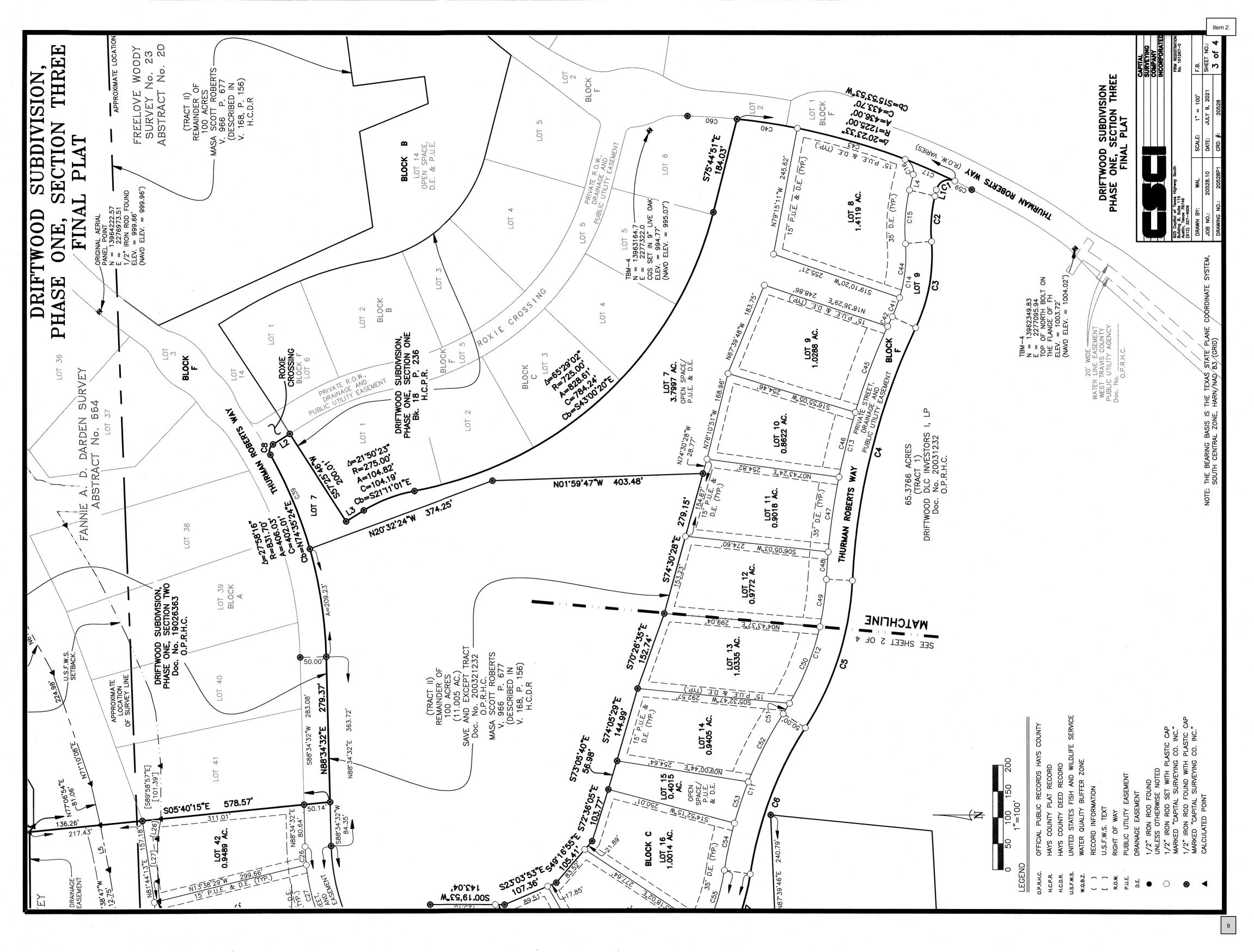
I, ELAINE HANSON CARDENAS, CLERK OF HAYS COUNTY, TEXAS, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 2021, AT ___ O'CLOCK _M., AND DULY RECORDED ON THE ___ DAY OF _____, 2021, AT ___ O'CLOCK _M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN DOCUMENT No. ________.

SUBDIVISION SECTION THREE DRIFTWOOD S PHASE ONE, SE FINAL

ELAINE HANSON CARDENAS COUNTY CLERK, HAYS COUNTY,

FIRM REGISTRA No. 101267-





THREE SECTION ONE, PLAT PHASE SUBDIVISION, PI FINAL WOOD DRIFT

GENERAL NOTES CONTINUED:

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10 00 701	25.00	44.77	39.02	NZ5 1Z 16 W
18.10.47	275.00	87.26	86.89	W85 35 35 W
30.05.42"	325.00	170.71	168.75	N.28.28.0
22.37.47	1275.00	503.58	500.31	N/5.54.10 W
29.53.33	575.00	299.99	296.60	N/2161/W
24 10 30	717.00	302.53	300.29	W C4 47 60N
16.00.04	429.00	119.81	119.42	N/3.29.58 W
87.17.31"	15.00	22.85	20.71	S75.44.58"E
170'04'32"	429.00,	1273.43	854.78	NO3'32'16"E
170.04'32"	379.00	1125.02	755.16	S03.32'16"W
24*10*30"	767.00	323.62	321.22	S69*24'45"E
29*53'33"	525.00	273.91	270.81	S72'16'17"E
22.37,47"	1325.00	523.32	519.93	S75.54'10"E
30.05,42"	275.00	144.45	142.79	S79*38'08"E
18'10'47"	325.00	103.12	102.69	S85,35,35"E
82.15,17"	25.00	35.89	32.89	N62'22'10"E
4.51,08"	1225.00	103.74	103.71	S23'40'05"W
68*26*18"	34.00	40.61	38.24	N72'19'33"W
186*20*22"	160.00	520.36	319.51	N13'22'31"W
68*26*18"	34.00	40.61	38.24	N45*34*31"E
14.06,40"	429.00,	105.66	105.39	S04*18'03"W
110'45'32"	25.00,	48.33	41.15	N58'08'03"W
159*43'22"	110.00	306.65	216.56	S13*22*31"E
110*45'32"	25.00	48.33	41.15	N31'23'02"E
14.06.40"	429.00,	105.66	105.39	S31.03'04"E
4.41,05"	429.00	35.08	35.07	S86*13*59"W
14.39'17"	429.00	109.73	109.43	S76*33'48"W
23*16*34"	429.00	174.28	173.08	S57.35'52"W
8*40'59"	429.00	65.01	64.95	S41.37'06"W
25*55*14"	429.00	194.08	192.43	S24*18*59"W
19*04*47"	160.00	53.28	53.03	S70'15'17"W
42*47*28"	160.00	119.50	116.74	S39.19,09,,M
35*54*57"	160.00	100.30	98.66	S00.02,03"E
28*39*02"	160.00	80.01	79.18'	S32'19'02"E
20.03'48"	160.00	56.03	55.74'	S56*40'28"E
39.50,20"	160.00	111.25	109.02	S86'37'32"E
27.23'32"	429.00	205.10	203.15	S51*48'10"E
21.14.27"	429.00,	159.04,	158.13	S13'22'31"E
13.33,28"	831.70	196.80	196.34	N67'23'00"E
5.28'19"	1225.00'	116.99	116.95	S08'26'16"W
8 10 44	1705.00	39.26	39.22	N68'40'59 W
10,04,04	1225.00	20.03	214 90*	C16.10,08 W
21.54.58"	275,00	105.19*	104 55	W"OZ'Z 1 UIS
7.36,55"	1325.00	176 11	175.98	W69*17*15*W
5,32,37"	1325.00	128.20	128.15	N75.52.01"W
6.17'27"	1325.00	145.48	145.40	N81.47'03"W
2.17'17"	1325.00	52.91	52.91	N86'04'25"W
9*58*21"	525.00	91.38	91.26	N82*13*52*W
17.22'06"	525.00	159.15	158.54	N68.33,39"W
2,33,06"	525.00	23.38	23.38	N58'36'03"W
11.01,25"	767.00	147.57	147.34	N62°50°13"W
6.12'40"	767.00	83.15	83.11	N71.27'16"W
6.56'25"	767.00,	92.91	92.85'	N78.01,48"W
17'59'36"	379.00	119.02	118.53	N72°30°12"W
35*47'40"	379.00	236.77	232.94	N45.36'34"W
37.48'32"	379.00	250.10	245.58	N08'48'28"W
29*49*14"	379.00'	197.26	195.04	N25.00'25"E
01'41'53"	1225.00	36.30'	36.30	S26.56'36"W
	24.10'30" 29'53'33" 22'53'47" 30'05'42" 18'10'47" 82'15'17" 4'51'08" 68'26'18" 14'06'40" 110'45'32" 14'06'40" 110'45'32" 25'55'14" 15'34'57" 25'55'14" 15'34'57" 27'23'32" 27'23'32" 27'36'34" 27'36'55" 27'36'58" 27'36'58" 27'36'58" 27'36'58" 27'36'58" 27'36'58" 27'36'58" 27'36'58" 27'36'58" 27'36'58" 27'36'58" 27'36'58" 27'36'58" 6'17'27" 6'17'27" 6'17'27" 6'17'40" 37'48'32" 29'49'14" 01'41'53"		767.00' 525.00' 1325.00' 275.00' 275.00' 275.00' 1225.00' 275.00' 1225.00' 429.00' 429.00' 429.00' 429.00' 160.00' 160.00' 160.00' 160.00' 1725.00' 1325.00'	767.00' 323.62' 525.00' 273.91' 1325.00' 273.91' 1325.00' 144.45' 275.00' 144.45' 325.00' 103.12' 25.00' 103.74' 34.00' 103.74' 34.00' 40.61' 429.00' 40.61' 429.00' 105.66' 429.00' 106.66' 429.00' 109.73' 429.00' 109.73' 429.00' 119.50' 160.00' 119.50' 160.00' 119.50' 160.00' 110.30' 160.00' 116.99' 275.00' 116.99' 275.00' 116.99' 275.00' 128.20' 1325.00' 128.20' 1325.00' 128.20' 1325.00' 128.20' 1325.00' 128.20' 1325.00' 145.48' 1325.00' 128.20' 1325.00' 145.48' 1325.00' 128.20' 1325.00' 145.48' 1325.00' 128.20' 1325.00' 145.48' 1325.00' 128.20' 1325.00' 128.20' 1325.00' 128.20' 1325.00' 128.20' 1325.00' 128.20' 1325.00' 128.20' 1325.00' 128.20' 1325.00' 128.20' 1325.00' 128.20' 1325.00' 128.20' 1325.00' 128.20' 1325.00' 128.20' 1325.00' 128.20' 1325.00' 33.36' 235.77' 379.00' 379.00' 379.00' 36.30'

16. THIS DATA SUBSECUENT SITE DEVELOPMENT PLANS SHALL COMPLY WITH THE WOST SURVERED THAN INTERNATIONAL FIRE CODE & AGOPTED AND AMENDED BY THE EMERGENCY SURVINE DISTRICT. No. 6 OR ITS SIGCESSORS.

17. U.S. FISH AND WILDLIE SERVICE BUFFER ZONES THE USFAR BUFFER ZONES SHALL READ AND CONSTRUCTED ONLY WHEN INCESSARY. TO SAFELY ACCESS PROPERTY THAN CANNOT CHANGED ONLY WINNER DATA ACCESSED. OTHER ALTERATIONS WITHIN BUFFER ZONES SHOUD BE MINNIFED AND CONSTRUCTED ONLY WINNER OLDS SHOULD BE MINNIFED AND OPEN STACK. STACK SHOULD BE MINNIFED TO TRAILS PHOUL SACH NECESSARY. TRUGS. LOW MARCH TO RESEARCH SACH SACH STACK. AND OPEN STACK. STORMWATER ROAD STACK. STORMWATER FROM EXCLUDED TO TRAILS PHOUL SECURIES. AND SMILMAR CONSTRUCTION THAT DOES NOT SIGNIFICANTLY ALTER THE EXISTING VEGETATION. PARKING LOTS AND ROADS ARE NOT CONSTRUCTED TO TRAILS PHOULD BE DEPERSED INTO OVERLAND FLUW PATTERNS BEFORE REACHING THE SUBDIVISION SHOULD THE BUFFER ZONE. STORMWATER FROM EXCLUDED WITH THE SUBDIVISION IS LOCATED WITHIN HAYS COUNTY ESD #6.

19. POST-LOEVELOPMENT SCLULDMENT RECLULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DEVELOPMENT RECLULATIONS. SHALL BE DESIGNED IN VOLUME STOR. PER AND POST DEVELOPMENT RECLULATIONS. SHALL BE DESIGNED IN VOLUME STOR. PARE AMENDED WITH THE CONSTRUCTION DEVELOPMENT TRECLULATIONS. SHALL BE DESIGNED IN VOLUME STOR. PAGE 598 OF THE OFFICAL PUBLIC BECKNORD IN VOLUME STOR. PAGE 598 OF THE OFFICAL PUBLIC BECKNORD IN VOLUME STOR. PAGE 598 OF THE OFFICAL PUBLIC RECORDS OF HAYS COUNTY DEVELOPMENT RECLULATIONS. AND BE PERMITTED TO A STACK DEVELOPMENT RECLULATIONS. AND BE PERMITTED THROUGH THE TRANSPORTATION DEVELOPMENT AGREEMENT AGREEMENT

LINE BEARING LENGTH L1 N7630'11"W 12.57' L2 S32'06'12"E 37.95' L4 S76'30'12"E 37.95' L4 S76'30'12"E 30.51' L5 S76'30'5"W 86.38' L6 N87'44'31"W 66.49' L1 S38'50'06"E 102.25' L10 S21'12'49"W 66.49' L11 N59'10'13"W 25.36' L12 S59'24'34"W 110.93' L13 S73'44'12"W 88.68' L14 S65'23'29"W 88.68' L15 S59'24'34"W 110.93' L15 S59'24'34"W 110.93' L15 S59'24'34"W 58.97' L16 S30'14'49"W 58.97' L17 S43'17'26"W 47.84' L18 N35'21'47"E 60.46' L20 N28'55'13"E 60.46' L21 N60'9'25"E 60.46' L22 N75'09'29"E 18.16' L23 N45'26'10"E 55.27' L24 N35'32'03"W 120.00' [L26] [N80'22'19"W] [38.60'] [L27] [S89'24'34"W] [80.83'] [L28] [S88'01'47"W] [61.25'] [L29] [N76'38'53"W] [61.25'] [L30] [N76'38'53"W] [61.25'] [L31] [N85'24'27"W] [10.80.3']		LINE TABLE	
N76'30'11"W S32'06'12"E S32'06'12"E S76'30'12"E S76'23'05"W N87'44'31"W S38'50'06"E S07'16'24"E S07'16'24"E S07'16'24"E S07'16'24"E S07'16'24"E S07'16'24"E S07'16'24"E S08'24'34"W S65'23'29"W S65'23'29"W S65'23'29"W S65'23'29"W S65'23'29"E N75'09'26"E N75'09'26"E N45'26'10"E N45'26'10"E N45'26'10"E N45'26'10"E N45'26'10"E N45'26'33"W S89'24'34"W S89'24'34"W S89'24'34"W S89'24'37"W S89'24'27"W N60'32'4'27"W S89'24'27"W S89'24'27"W S89'24'27"W S89'24'27"W S89'24'27"W S89'24'27"W S89'24'27"W S89'24'27"W	LINE	BEARING	LENGTH
\$32.06'12"E \$32.06'12"E \$76.30'12"E \$76.23'05"W \text{N87.44'31"W} \text{S38'50'06"E} \text{S00'26'54"E} \text{S00'26'54"E} \text{S00'26'54"E} \text{S00'26'54"E} \text{S00'26'54"E} \text{S00'26'54"E} \text{S00'26'54"E} \text{S00'26'54"E} \text{S00'26'34"W} \text{S59'24'34"W} \text{S65'23'29"W} \text{S30'14'49"W} \text{S65'23'29"W} \text{S30'14'49"W} \text{S43'17'26"W} \text{N01'33'56"E} \text{N01'33'56"E} \text{N01'33'56"E} \text{N05'92'3"W} \text{N05'92'3"W} \text{S89'24'34"W} \text{S89'24'34"W} \text{S89'24'34"W} \text{S89'24'27"W} \text{S89'24'27"W} \text{S89'24'27"W} \text{S89'24'27"W} \text{S89'24'27"W}	L1	N76'30'11"W	12.57
\$76.23'05"W \$76.23'05"W \$76.23'05"W \$78.50'16"E \$500'26'54"E \$500'26'54"E \$500'26'54"E \$500'26'54"E \$500'26'54"E \$503'34'12"W \$559'24'34"W \$559'24'34"W \$65'23'29"W \$73'44'12"W \$73'44'12"W \$73'44'12"W \$73'44'12"W \$73'44'12"W \$73'44'12"W \$73'44'12"W \$73'51'47"E \$73'014'49"W \$73'51'47"E \$75'00'25"E \$75'00'25"W \$75'00'25	7	S32.06'12"E	37.95'
\$76.30'12"E \$76'23'05"W \text{N87'44'31"W} \$388'50'06"E \$00'26'54"E \$00'26'54"E \$21'12'49"W \text{N59'10'13"W} \$59'24'34"W \$59'24'34"W \$59'24'34"W \$59'24'34"W \$65'23'29"W \text{N35'21'47"E} \text{N01'33'56"E} \text{N01'33'56"E} \text{N01'33'56"E} \text{N01'33'56"E} \text{N01'33'56"E} \text{N01'33'56"E} \text{N45'26'10"E} \text{N45'26'10"E} \text{N45'26'10"E} \text{N45'26'10"E} \text{N45'26'10"E} \text{N45'26'10"E} \text{N45'26'10"E} \text{N35'32"W} \text{[N80'22'19"W]} \text{[S89'01'47"W]} \text{[N80'22'19"W]} \text{[S89'01'47"W]} \text{[N83'24'27"W]} \text{[N83'24'27"W]}	L3	S32.06'12"E	40.24
S76'23'05"W S38'50'06"E S07'16'24"E S07'16'24"E S00'26'54"E S21'12'49"W S59'24'34"W S65'23'29"W S65'23'29"W S65'23'29"W S65'23'29"W S65'23'29"W S65'23'29"W S43'17'26"W N35'21'47"E N01'33'56"E NA5'26'10"E NA5'26'10"E NA5'26'10"E NA5'26'10"E NA5'26'10"E NA5'26'10"E NA5'26'3"W [N80'22'19"W] [S89'24'34"W] [S89'24'34"W] [S89'24'34"W] [S89'24'34"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W]	L4	S76'30'12"E	30.51
S38'50'06"E S07'16'24"E S00'26'54"E S21'12'49"W N59'10'13"W S59'24'34"W S65'23'29"W S08'03'55"E S30'14'49"W S43'17'26"W N35'21'47"E N01'33'56"E N00'9'25"E NA5'26'10"E NA5'26'10"E NA5'26'10"E NA5'26'10"E NA5'26'10"E S89'24'34"W] [S89'24'34"W] [S89'24'34"W] [S89'24'34"W] [S89'24'34"W] [S89'24'34"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W]	L5	S76*23'05"W	86.38'
\$38*50'06"E \$007:16'24"E \$00026'54"E \$221*12'49"W \$59*24'34"W \$59*24'34"W \$59*24'34"W \$08*03'55"E \$30*14'49"W \$43*17'26"W \$135*21'47"E \$10009'25"E \$1	PP PT	N87*44'31"W	66.49'
S00'26'54"E S00'26'54"E S21'12'49"W N59'10'13"W S59'24'34"W S65'23'29"W S65'23'29"W S65'23'29"W S65'23'29"W N35'21'47"E N01'33'56"E NA5'26'10"E NA5'26'10"E NA5'26'10"E NA5'26'10"E NA5'26'10"E S89'24'34"W] [S89'24'34"W] [S89'24'34"W] [S89'24'34"W] [S89'24'34"W] [S89'24'34"W] [N60'22'19"W] [S89'24'34"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W]	L7	S38.50'06"E	102.25
SO0'26'54"E S21'12'49"W N59'10'13"W S59'24'34"W S65'23'29"W S08'03'55"E S30'14'49"W S43'17'26"W N01'33'56"E N01'33'56"E N05'29"E N05'29"E N05'29"E N05'29"E N05'25'13"E N05'35'3"W [N80'22'19"W] [S89'24'34"W] [S89'24'34"W] [S89'24'34"W] [NN6'38'53"W] [NN6'38'53"W]	87	S07*16'24"E	43.40'
S21:12'49"W N59'10'13"W S59'24'34"W S73'44'12"W S08'03'55"E S30'14'49"W S43'17'26"W N35'21'47"E N01'33'56"E NA5'26'10"E NA5'26'10"E NA5'26'10"E NA5'26'10"E NA5'26'10"E NA5'26'10"E S89'24'34"W] [S89'24'34"W] [S89'24'34"W] [S89'24'34"W] [N80'22'19"W] [S89'24'34"W] [N80'22'19"W] [N80'22'19"W] [N83'24'27"W]	67	S00'26'54"E	,29.25
N59'10'13"W S59'24'34"W S65'23'29"W S08'03'55"E S30'14'49"W S43'17'26"W N01'33'56"E N05'09'25"E NA5'26'10"E NA5'26'10"E NA5'26'10"E NA5'26'10"E NA5'26'10"E S89'24'34"W] [S89'24'34"W] [S89'24'34"W] [S89'24'34"W] [S89'24'34"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W]	L10	S21*12'49"W	57.41'
S59'24'34"W S73'44'12"W S65'23'29"W S08'03'55"E S30'14'49"W S43'17'26"W N01'33'56"E N01'33'56"E N05'29"E N05'29"E N05'29"E N05'29"E N05'25'13"E N05'25'13"E N05'25'13"W [N80'22'19"W] [S89'24'34"W] [S89'24'34"W] [S89'24'34"W] [S89'24'34"W] [NN6'38'53"W] [NN6'38'53"W]	L11	N59*10'13"W	25.36
S73*44'12"W S65*23'29"W S08*03'55"E S30*14'49"W S43*17'26"W N35*21'47"E N01*33'56"E NA5*09'25"E NA5*26'10"E NA5*26'10"E NA5*26'32"W [N80*22'19"W] [S89*24'34"W] [S89*24'34"W] [S89*24'34"W] [S89*24'34"W] [S89*24'34"W] [N80*22'19"W] [N80*22'19"W] [N80*22'19"W] [N80*22'19"W] [N80*22'19"W] [N80*22'19"W]	L12	S59*24*34"W	110.93'
S65'23'29"W S08'03'55"E S30'14'49"W S43'17'26"W N01'33'56"E N028'55'13"E NA5'26'10"E NA5'26'10"E NA5'26'32"W [N80'22'19"W] [S89'24'34"W] [S89'24'34"W] [S89'24'34"W] [S89'24'34"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W]	L13	S73*44*12"W	81.79
\$30'14'49"W \$43'17'26"W \$43'17'26"W \$135'21'47"E \$100'33'56"E \$100'25'13"E \$100'25'19"W \$100'22'19"W \$100'2	L14	S65.23'29"W	.89.68
S30.14'49"W S43'17'26"W N35'21'47"E N01'33'56"E N28'55'13"E N75'09'25"E N75'09'29"E N45'26'10"E N45'26'10"E N45'26'10"E S89'24'34"W] [S89'24'34"W] [S89'24'34"W] [S89'24'34"W] [S89'24'34"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W]	L15	S08'03'55"E	90.86
S43.17'26"W N35.21'47"E N01'33'56"E N28'55'13"E N45'26'10"E N45'26'10"E N45'26'10"E N45'36'38"W [N80'22'19"W] [S89'24'34"W] [S89'24'34"W] [S89'24'34"W] [N76'38'53"W] [N76'38'53"W]	L16	S30*14'49"W	58.97
N35'21'47"E N01'33'56"E N28'55'13"E N60'09'25"E N45'26'10"E N35'32'03"W N59'56'32"W [N80'22'19"W] [S89'24'34"W] [S89'24'34"W] [S89'24'34"W] [S89'24'34"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W] [N80'22'19"W]	L17	S43'17'26"W	47.84
NO1'33'56"E N28'55'13"E N60'09'25"E N45'26'10"E N35'32'03"W N59'56'32"W [N80'22'19"W] [S89'24'34"W] [S89'24'34"W] [S78'53'38"W] [N76'38'53"W] [N76'38'53"W]	L18	N35°21°47"E	45.44'
N28'55'13"E N60'09'25"E N75'09'29"E N45'26'10"E N35'32'03"W [N80'22'19"W] [S89'24'34"W] [S89'24'34"W] [S89'01'47"W] [N76'38'53"W] [N83'24'27"W]	L19	NO1°33'56"E	60.46'
N60'09'25"E N75'09'29"E N45'26'10"E N35'32'03"W [N80'22'19"W] [S89'24'34"W] [S89'24'34"W] [S78'53'38"W] [S78'53'38"W] [N76'38'53"W] [N76'38'53"W]	L20	N28°55'13"E	45.55'
N75'09'29"E N45'26'10"E N35'32'03"W N59'56'32"W [N80'22'19"W] [S89'24'34"W] [S78'53'38"W] [N76'38'53"W] [N83'24'27"W]	L21	N60'09'25"E	76.83'
N45'26'10"E N35'32'03"W N59'56'32"W [N80'22'19"W] [S89'24'34"W] [S78'53'38"W] [S89'01'47"W] [N76'38'53"W] [N83'24'27"W]	L22	N75*09*29"E	18.16
N35'32'03"W N59'56'32"W [N80'22'19"W] [S89'24'34"W] [S78'53'38"W] [S89'01'47"W] [N76'38'53"W] [N83'24'27"W]	L23	N45.26'10"E	55.27'
N59'56'32"W [N80'22'19"W] [S89'24'34"W] [S78'53'38"W] [N76'38'53"W] [N83'24'27"W] [N83'24'27"W]	L24	N35°32'03"W	78.59'
[N80'22'19"W] [S89'24'34"W] [S78'53'38"W] [S89'01'47"W] [N76'38'53"W] [N83'24'27"W]	L25	N59*56'32"W	120.00'
[S89°24'34"W] [S78°53'38"W] [S89°01'47"W] [N76°38'53"W] [N83°24'27"W] [N71°06'11"W]	[126]	[N80*22'19"W]	[38.60']
[S78'53'38"W] [S89'01'47"W] [N76'38'53"W] [N83'24'27"W] [N71'06'11"W]	[L27]	[S89*24'34"W]	[80.83']
[S89'01'47"W] [N76'38'53"W] [N83'24'27"W] [N71'06'11"W]	[L28]	[S78°53'38"W]	[262.14']
[N71*06*11"W]	[L29]	[S89°01'47"W]	[125.85']
[N83:24'27"W] [N71:06'11"W]	[L30]	[N76°38′53"W]	[61.25']
[N71°06′11″W]	[L31]	[N83°24'27"W]	[99.44']
	[L32]	[N71°06′11″W]	[108.03']

CI IRVE	DEI TA	CURVE RADII IS	ARC ABC	CHORD	CH REARING
2	102'35'51"	25.00	44.77	39.02	N25'12'16"W
25	18.10'47"	275.00	87.26	86.89	N85.35,35"W
3 2	30.05 42	1275.00	1/0./1	500.31	N/9.58 08 W N75.54.10"W
5 5	29.53,33"	575.00	299.99*	296.60	N72'16'17"W
ဗ္ဗ	24.10'30"	717.00	302.53	300.29	N69.24,45"W
3 8	16.00.04	15.00	72.85	70.71	N/3.29 58 W S75.44.58"F
ව	170'04'32"	429.00	1273.43	854.78	NO3'32'16"E
C10	170'04'32"	379.00	1125.02	755.16	S03'32'16"W
C11	24.10'30"	767.00	323.62	321.22	S69*24'45"E
C12	29*53*33"	525.00'	273.91	270.81	S72'16'17"E
2 2	30.05'42"	1325.00	523.32	142 79	S/554 10 E S79*38'08"F
C15	18*10*47"	325.00	103.12	102.69	S85'35'35"E
C16	82*15*17"	25.00	35.89	32.89	N62*22*10*E
C17	4.51,08"	1225.00	103.74	103.71	S23*40'05"W
C18	68*26*18"	34.00	40.61	38.24'	N72*19*33*W
C19	186*20'22"	160.00	520.36	319.51	N13.22.31"W
020	14.06.40"	34.00	105 66	105 39	N45 54 51 E
C22	110'45'32"	25.00	48.33	41.15	N58'08'03"W
C23	159*43'22"	110.00	306.65	216.56	S13'22'31"E
C24	110*45'32"	25.00	48.33	41.15	N31*23'02"E
C25	14.06'40"	429.00	105.66	105.39	S31.03'04"E
C26	4.41,05"	429.00,	35.08	35.07	S86*13'59"W
C27	14.39.17"	429.00'	109.73'	109.43	S76*33'48"W
622	23'16'34"	429.00	174.28	173.08	S57.35.52.W
C20	25.55,14"	429.00	194.08	192.43	S24-18'59"W
C31	19*04*47"	160.00	53.28	53.03	S70*15'17"W
C32	42*47*28"	160.00	119.50	116.74	S39*19'09"W
C33	35*54*57"	160.00	100.30	98.66	S00.02,03"E
C34	28*39*02"	160.00	80.01	79.18'	S32.19'02"E
C35	20.03'48"	160.00	56.03'	55.74'	S56'40'28"E
C36	39.50'20"	160.00°	111.25'	109.02'	S86'37'32"E
C38	27.23.32	429.00	159.04*	158 13	S13'22'31"F
C39	13*33*28"	831.70	196.80	196.34*	N67'23'00"E
C40	5.28'19"	1225.00	116.99	116.95	S08*26'16"W
C41	8.10,44"	275.00	39.26	39.22,	N68*40*39"W
C42	0.53,31"	1325.00	20.63'	20.63	N65°02°02"W
243	10.04.06"	1225.00	215.26	214.99	S16.12.28"W
C45	7.36,55"	1325.00	176.11	175.98*	N69*17*15*W
C46	5.32,37"	1325.00	128.20	128.15	N75°52°01"W
C47	6.17'27"	1325.00	145.48	145.40	N81.47'03"W
C48	2.17,17"	1325.00	52.91	52.91	N86'04'25"W
C49	9.58'21"	525.00'	91.38'	91.26	N82'13'52"W
C51	7.33,06"	525.00	159.15	158.54	N68.33.39 W
C52	11.01,25"	767.00	147.57	147.34*	N62'50'13"W
C53	6.12,40"	767.00,	83.15	83.11,	N71.27'16"W
C54	6.56'25"	767.00	92.91	92.85	N78*01*48"W
C55	17.59'36"	379.00	119.02	118.53	N72*30*12*W
C56	35.47'40"	379.00	236.77	232.94'	N45°36°34"W
C58	27.48.52	379 00,	197 26	195.04*	NOS 48 28 W
C59	01.41'53"	1225.00	36.30	36.30	S26.56'W
090	04.26.07"	1225.00	94.83	94.80	NO3'29'30"E
187	"05,05,87	,00 072	20107	210.00	NE 4*1 4*47"E

Block B	Lot	*	TOTAL	* DENOTES	FAM							
- 10 Lots	Acres	0.9489	1.1031	12.0349	1.2385	1.0311	1.2756	1.1586	1.4996	1.3957	22.6919	NON SINGLE
Block A -	Lot	42	 5.4	45*	46	47	48	49	20	51	TOTAL	* DENOTES NON

1 Lot Acres 0.4601

	0.9489	-	*	0.4601	
ω 4	1.1031	•	TOTAL	0.4601	
₩	12.0349	*	* DENOTES NON SINGLE	ON SINGLE	1
9 /	1.2385		FAMILY LOTS	LOTS	
. ග ග	1.2756				
00+	1.4996				
	1.080.1				
Ļ	22.6919				
NOTES	NOTES NON SINGLE FAMILY LOTS				
Lots					
Orainag	Drainage and Public Utility	Utility	Linear Ft.	Acres	
RTS W	RTS WAY (LOT 7, BLOCK "F")	OCK "F")	2700	3.1016 Ac.	Ű
_ (LOT	(LOT 8, BLOCK "F"))	480	0.5578 Ac	Q
Way			3180	3.6594 Ac.	Ú

, ic	ن									
3.1016 Ac. 0.5578 Ac.	3.6594 Ac.	10 6570 Ac		12.0349 Ac.	0.4601 Ac.	11.1644 Ac.	4 1007 Ac	4.1993 Ac. 21.8214 Ac.	3.6594 Ac.	42.1751 Ac.
THURMAN ROBERTS WAY (LOT 7, BLOCK "F") 2700 (LOT 8, BLOCK "F") 480	Total Right of Way 3180	9 Single Family Lots	Drainage	and Public Utility Easement 12	BLOCK "B" 1 Open Space Lot	BLOCK "C" 11 Single Family Lots 11		and Public Utility Edsement Total Single Family Lots 20	Total Right of Way	Total Acreage of Subdivision

Block C - 13 Lots	Lot Acres	7 * 3.7978 8 1.41119 9 1.028 1.028 1.0 9011 1.1 9011 1.0 9011 1.0 911	15 3637
			TOT

* DENOTES NON SINGLE FAMILY LOTS

		IC (AC)	LOTS*	4.98	4.98	3.21	68'0	1.21
		IC (AC) IC (AC)	ROADS	3.97	2.50	3.66	0.52	1.17
			TOTAL AC	37.07	119.51	42.17	10.1	5.34
DRIFTWOOD IMPERVIOUS COVER (IC)				PHASE ONE, SECTION ONE	PHASE ONE, SECTION TWO	PHASE ONE, SECTION THREE	CLUB CORE, PHASE ONE	CLUB CORE, PHASE TWO
[61.25']	[99.44']	[108.03']						

SUBDIVISION ECTION THREE	_
۵,	FINAL PLAI
DRIFTWOOI PHASE ONE,	

		-			
					CAPITAL
					SURVEYING
			7770		COMPANY
		1			INCORPORATE
925 Capital of Texas Building B, Suite 115 Austin, Texas 78746 (512) 327-4006	of Texas wite 115 78746 HOOE	925 Capital of Texas Highway South Building B, Suite 115 Austin, Texas 78746 (512) 327-4006			FIRM REGISTRATIONO. 101267—0
DRAWN BY:	ؾ	WAL	SCALE:	1" = 100'	F.B.
JOB NO.:		20528.10	DATE:	JULY 9, 2021	SHEET NO.:
DRAWING NO.:	NO.:	20528P1	CRD #:	20528	4 of 4

2.49 2.49 1.61 0.45 0.61 7.94



Planning & Zoning Commission Planning Department Staff Report

P& Z Meeting: August 24, 2021

Project Number: SUB2021-0044 – Driftwood Creek Phase 1 Section 3 Final Plat

Report From: Chad Gilpin, PE – City Engineer

Item Details

Project Name: Driftwood Creek Phase 1 Section 3 Final Plat

Property Location: In the City of Dripping Springs ETJ, generally located north of FM 1826 off Thurman

Roberts Way.

Legal Description: 42.17 acres out of land out of the Freelove Woody Survey, Abstract 20, recorded in Hays

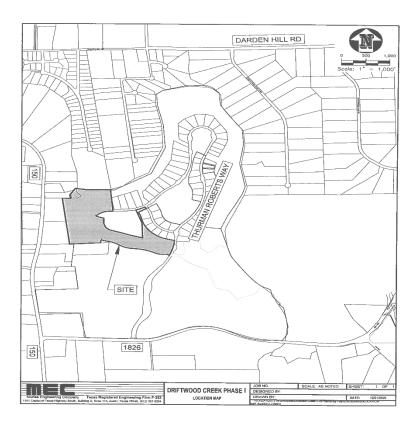
County, Texas

Applicant: Tory Miller, PE – Murfee Engineering Company, Inc.

Property Owner: Driftwood DLC Investors I, LP

Request: Approval of Final Plat

Property Location



Staff Recommendation

Staff recommends denial of the FINAL PLAT to allow the applicant time to address City review comments.

Planning Department Staff Report

Site Information

Zoning Designation:

The property is in the City of Dripping Springs ETJ and regulated by a development agreement between the City of Dripping Springs and M. Scott Roberts, recorded in volume 5150, page 595 of the official records of Hays County, Texas.

Project Summary:

Driftwood Creek Phase 1 is a 232.68-acres low density single-family residential development that is planned to include residential lots with a maximum 17% net impervious cover.

The a The Driftwood Creek Subdivision Phase 1, Section 3 consists of twenty (20) single-family residential lots, four (4) open space lots and two (2) private street lots on 42.17 acres.

Access: Access will be via Thurman Roberts Way from FM 1826.

Impervious Cover: The Development Agreement limits impervious cover (IC) to a maximum of 17%. Current planning and development indicates developed IC will end up at approximately 10%.

Water: Service will be provided by the City of Dripping Springs Wastewater: Service will be provided by the City of Dripping Springs

Previous Actions/Actions by Other Jurisdictions

- This is the first time this plat application has been considered by P&Z.
- ESD#6 approval is pending
- Hays County 1445 approval is pending

Outstanding Comments

Staff reviewed the proposed plat against the city's code of ordinances, and the outstanding comments are attached.

Attachments

 $Exhibit \ 1-Proposed \ Final \ Plat$

Exhibit 2 – Staff Comments

Recommended Action:	Recommend denial of the request.
Budget/Financial Impact:	All fees have been paid.
Public Comments:	None Received at this time.
Enforcement Issues:	N/A



CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384 • Dripping Springs, TX 78620 512.858.4725 • www.cityofdrippingsprings.com

Date: August 20, 2021

Permit Number: SUB2021-0044

Project Name: Driftwood Phase 1 Sec 3 Final PLat

Project Address: Thurman Roberts Way, Driftwood, TX, TX

78619

City staff has completed its review of the above-named project. Reviewer comments are provided below. These comments are intended to be comprehensive; howerver, there may be additional comments after reviewing the submitted corrections. Applicants are encouraged to contact reviewers directly with questions.

Engineer/Public Works Comments

The following comments have been provided by Chad Gilpin. Should you have any questions or require additional information, please contact Chad Gilpin by email cgilpin@cityofdrippingsprings.com.

- 1. Update the City Signature Block to approval and signature by P&Z.
- 2. Add D.E. to the label for Block A, Lot 45.
- Lot Summary Table Fill in name of Lot 8, Block F "Klein Court" as shown on plat.
- 4. Lot Summary Table Table labels Thurman Roberts Way at Lot 7, Block F, while plat labels it as Lot 9, Block F. Please update.
- 5. [Sub Ord. 20.1.5] The Final Plat cannot be approved until either;
- o Construction of Public Infrastructure is complete and accepted by the Jurisdiction that will own it; OR
- o Fiscal Surety is posted and approved by the Jurisdiction that will own the Public Infrastructure

Fire Marshal Comments

The following comments have been provided by Dillon Polk. Should you have any questions or require additional information, please contact Dillon Polk by email dpolk@northhaysfire.com.

8/20/2021 3:02:16 PM Driftwood Phase 1 Sec 3 Final PLat SUB2021-0044 Page 2

Item 2.

All resubmittals must be transmitted to the Planning Department at the City of Dripping Springs or uploaded to www.mygovernmentonline.org**.

Resubmittals must include a cover letter addressing each reviewer comment and noting where associated corrections/revisions/changes can be found in the submittal documents. Please keep previous review comments on the document as you resubmit your response letter, so that staff can keep track of the original comments. Resubmittals that do not include a cover letter will be considered incomplete and returned.

Note regarding plats subject to Planning and Zoning Commission review: Resubmittals of corrected plats and associated plans must be received no later than seven (7) calendar days prior to the scheduled P&Z meeting for final review and inclusion in the P&Z packets [Ch. 28, Ex. A, Sec. 3.8].

Note regarding Site Development Plans: Revisions must be submitted within 60 days of the date of this letter or a new application will be required [Sec. 28.04.011].

Regards,

Warlan Rivera,

****If you are wanting to resubmit on My Government Online, go to www.mygovernmentonline.org and login using your customer portal account. After login, click the My Account link located at the top right section of the screen to open the My Account Dashboard. Scroll down to the "My Permits" section and locate the project. Click "View Permit" to open the project. Scroll down to the section of your project labeled "Customer Documents." Click the "Add New File" link located to the far right to upload your files. The jurisdiction will be notified automatically after you've uploaded the files. If you are new to the MyGovernmentOnline customer portal, please note that instructions are available on the portal by clicking the "HELP" link or you may call the technical support line at 1-866-957-3764, option 1 for assistance using the online portal.



City of Dripping Springs

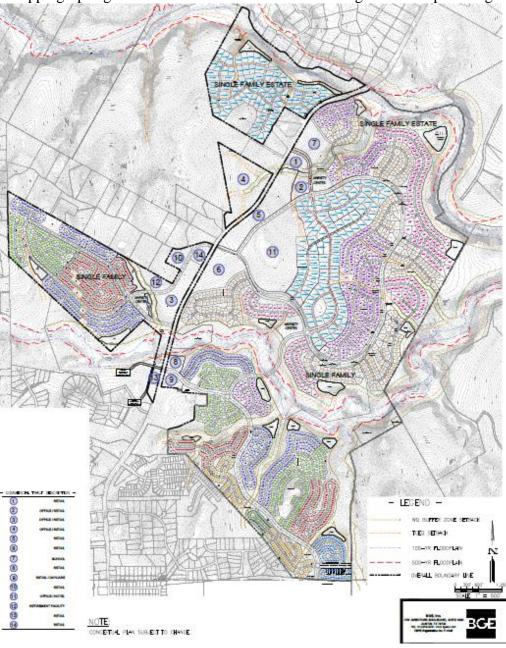
Post Office Box 384 511 Mercer Street Dripping Springs, Texas 78620

Agenda Item Report from: Laura Mueller, City Attorney; Leslie Pollack, Transportation Engineer; David Tuckfield, Utility Counsel; Brent Luck, Parks Consultant

Meeting Date:	August 24, 2021
Agenda Item Wording:	Public hearing and consideration of recommendation regarding an ordinance approving DA2020-002: an application for an Amended and Restated Development Agreement for the Anarene/Double L tract as an update to the 2015 Amended and Restated Development Agreement on RR 12 north of 290 including an increase in density, roadways, parks improvements, and related changes. <i>Applicant: Pablo Martinez, BGE, Inc.</i>
Agenda Item Requestor:	Pablo Martinez, BGE, Inc.
Applicant:	Pablo Martinez, BGE, Inc.
Owner:	Double L Development, LLC
Date of Application:	April 20, 2020
Staff Recommendation	Approval as presented with minor clarification on landscaping requirements.
Blue Lined – Anarene Ranch	
Light Gray-City Limits 1675 acres	
Proposed Site of Anarene/Double L	Development Agreements: Anarene Name Anarene Amendment Amended and Restated Anarene Zoom to

Summary/Background:

The applicant is requesting an amendment to their Development Agreement. The new proposal would increase residential units from 1,677 to 2,222 units and lessening the commercial uses. The tract is approximately 1677-acre tract of land, generally located North of the city on RR 12 on both sides of the road. It is the Hill tract. It is an established ETJ MUD. There is no base zoning because it will remain an ETJ property, but the average density will be 1.4 units per acre. The lots of residential are a mix of lots from 35-foot to acre estate lots. There is also a section of proposed garden homes (35 and 40 foot lots). The commercial is adjacent to RR 12. They are also proposing to donate additional land for a new school having originally donated the land for the Dripping Springs Elementary School. The owner has also already donated 25 acres to Dripping Springs Ranch Park which resulted in the original development agreement.



Location:

The property is located north of U.S. Highway 290, east and west of RR 12, west of Headwaters Subdivision and just north and east of DSRP.

Physical and Natural Features:

The property contains a few single family residences but is primarily vacant, with tree coverage and multiple hilltops.

Surrounding Properties:

The eastern portion of this property is located adjacent to Headwaters Subdivision and Rathgeber Natural Resource Park north of the core of the City of Dripping Springs, which has less dense development patterns. There has been rapid growth just east and south of this area of the City, therefore making it essential to coordinate densities as the property pushes away from the core.

History:

Original Development Agreement – 2012 – 1,696 Acres

- 25 acres dedicated to Dripping Springs Ranch Park which fulfilled all parkland dedication requirements for the whole parcel
- Applicable Rules from 2012
- Created the MUD
- 30-year term (2042)

Amended Development Agreement – 2015 – 1,677 acres

- 245 acres of open space/parkland including the 25 acres of Dripping Springs Ranch Park
- Trails to be determined later
- Hilltop Preservation
- Applicable Rules from 2012
- 1,677 residential dwelling units
- 700 acres Single Family
- 157 acres Single Family Estate Lots
- 138 acres Mixed Use Residential
- 238 acres Commercial
- 67 acres of Roads
- 6,000 square foot lot size minimum
- 1,710 Water and Wastewater LUE
- No Fiscal Security
- 30-year term (2045)

Initial Amended Development Agreement Proposal – 2020 – 1,677 acres

- 345 acres of Parkland out of 474 acres of Open Space
- Trails to be determined later
- Hilltop Preservation
- Applicable Rules from 2012
- 2,843 residential dwelling units including 435 multi-family units plus up to 10%

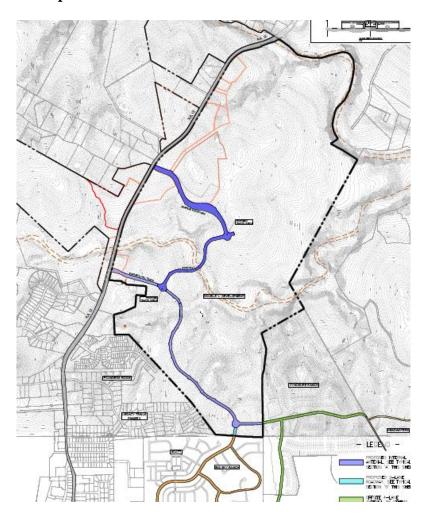
increase

- 1,207 acres Single Family
- 265 acres Single Family Estate Lots
- 26 acres multi-Family
- 177 acres Commercial
- 3,393 Water and Wastewater LUEs
- Sign Ordinance would not apply
- No Fiscal Security
- Roads don't need approval
- 45-year term (2057)

Current Amended Development Agreement Proposal – 2020 – 1,677 acres

- 345 acres of Parkland out of 474 acres of Open Space
- Hilltop Preservation
- Primary Trail between DSRP and Eastern border of project with potential connection to Rathgeber Natural Resource Park
- \$648 Park Development Fee per residential unit over 1710 residential units minus the cost of the Primary Trail
- Driveway Connect for DSRP through Commercial Section
- Lighting Ordinance from 2017 (stricter)
- Landscape Ordinance
- 2,444 residential dwelling units including 250 senior living multi-family units
- 3,500 minimum lot size
- 189 acres Single Family Estate Lots
- 6 acres Senior Living Multi-Family (No other multi-family)
- 200 acres Commercial
- Buffers between project and residential lots in Legacy Trails and Founders Ridge
- Water and Wastewater LUEs based on 2695 residential units and 200 acres commercial
- Sign Ordinance applies-Master Sign Plan later
- Fiscal Security
- Priority roads provided in phased approach including start and completion dates and 4 lane arterials
- 20-year term plus possible 10-year extension (2041/2051)

Transportation Master Plan:



City staff initially requested the following improvements from the Anarene Development:

- 1. Construction of a four-lane major arterial between RM 12 and US 290 prior to connection of the Wild Ridge four-lane roadway to the shared property line.
- 2. Additional transportation improvements on RM 12 as required by TxDOT.
- 3. Additional transportation improvements as identified in the Traffic Impact Analysis.

The Anarene Development has agreed to the following:

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

The transportation improvements proposed to be constructed by the Anarene development are those that provide additional roadway capacity. These improvements align with the City's transportation priorities. The construction of a four-lane arterial between RM 12 and US 290 provides needed mobility in this quadrant of the City.

Utilities:

The subject property is within the City of Dripping Springs service area for wastewater and water. Wastewater and water services have been secured through agreements with the City of Dripping Springs. The City shall be the retail wastewater provider for the development. The City shall be a wholesale water provider to the development for 15 years, after which it will take over as the retail water provider.

The Water Agreement provides for 1710 LUEs, but also provides for "[a]utomatic reformation of the number of LUEs for the Proposed Development . . . upon the appropriate amendment to the Development Agreement. Notwithstanding the automatic reformation, because of changes in circumstances since the execution of the Water Agreement in 2018, the City is working with the Developer to amend the Water Agreement to acknowledge the appropriate location for water facilities and so that the number of LUEs match the LUEs set forth in the Development Agreement.

The Wastewater Agreement provides for 1710 LUEs, but the parties are working on an amendment to that Agreement to (1) increase the total LUEs to match the Development Agreement, and (2) to add provisions that allow the development to construct a "scalping plant" until the East Interceptor and the Discharge Facilities are constructed by the City. A scalping plant is a wastewater treatment plant that will be operated under the City's permit, and the treated water will be used for beneficial re-use on the site. Scalping plants allow permittees to make use of beneficial reuse without the need of transporting the raw sewage all the way to the treatment plant and then having to transport the treated effluent back to the source. A scalping plant is vastly preferrable to the temporary facilities currently contemplated in the agreement – pump and haul or a new permit.

Electricity will be provided through Pedernales Electric Cooperative (PEC).

Development Agreement Regulations:

The Amended Development Agreement has a variety of residential units including garden homes, 40, 50, 60, 70 ft width lots up to one acre estate lots. It also includes senior multi-family as well as up to 200 acres of commercial acreage. The lots have been arranged so as to transition from one lot size to another and to complement adjacent projects and subdivisions.

RESIDENTIAL LOT COUNT TABLE				
LOT TYPE	EAST TRACT	WEST TRACT	TOTAL	
35'	37	-	37	
40'	97	-	97	
45'	153	-	153	
50'	192	175	367	
60'	207	120	327	
70'	178	145	323	
80'	269	-	269	
90'	282	-	282	
105'	178	-	178	
1.0-Acre	106	83	189	
TOTAL	1699	523	2222	

RESIDENTIAL LOT WIDTH & SIZE TABLE			
MINIMUM LOT WIDTH AT FRONT SETBACK	MINIMUM LOT SIZE (SF)		
35'	3600		
40'	4000		
45	4500		
50	5000		
60'	6000		
70'	7000		
80'	7500		
90	8000		
105'	10000		
1.0-Acre	43560		

The Development Agreement Concept Plan uses are as follows:

- Single-Family Dwelling, Detached;
- Garden Homes;
- Retail;
- Daycare;
- School;
- Amenity Centers and Parkland.

Other development regulations:

Anarene development will comply with:

- 1. Building Codes;
- 2. Sign Ordinance (through Master Sign Plan);
- 3. Lighting Ordinance from 2017 (stricter than current ordinance);
- 4. Landscaping Ordinance from 2015-6300.10;
- 5. Hilltop preservation (6 hilltops);
- 6. Exterior Design & Architectural Standards Ordinance for Commercial Development;
- 7. Listed Setbacks.

Parkland:

At its June 7, 2021, meeting, Parks and Recreation Commissioners unanimously approved the following items for the Anarene Development:

Approval of the Parkland Dedication for Anarene Project based on requested update to their Amended Development Agreement, with the following conditions:

- Application of a \$240,500.00 credit to the parkland development fee with a proposed credit for the public use trail (indicated as a solid purple line on the parkland dedication map); and
- The language for payout be designed so that it triggers when the additional lots are platted for the garden/patio homes and multifamily section, or when the number of platted dwelling units goes above 1,710, whichever comes sooner.

This motion approval included the developer paying the \$648/ additional lot over 1,710 residential lots for parkland development fees. The total residential lots allowed per this DA modification is 2,886. So, the delta of additional lots is 1,176 with a calculated parkland

development fee of \$762,048. Reduction of this amount by \$240,500 (for the trail credit mentioned above) brings the parkland development fee to \$521,548.

The updated agreement provides for the developer paying the \$648/ additional lot over 1,710 residential lots for parkland development fees. The total residential lots allowed per this DA modification is 2,472. So, the delta of additional lots is 762 with a calculated parkland development fee of \$493,776. Reduction of this amount by \$240,500 (for the trail credit mentioned above) brings the parkland development fee to \$253,276.

The Anarene Development has agreed to the following:

- 1. Developer shall not be required to submit park plans for each phase of development to the City's Parks and Recreation Commission if Developer develops Parkland in accordance with the attached.
- 2. The Developer agrees to work with the City to allow the City to construct public trail connections extending from the Trail to Dripping Springs Ranch Park and Rathgeber Natural Resource Park.
- 3. The Developer agrees to pay park fees in the amount of \$648 per residential unit for multi-family and for residential lots of 40' wide or smaller (the "Garden Home Product"). The Developer further agrees to pay park fees in the amount of \$648 per single-family residential unit (excluding Garden Home Product) that results in the number of platted single-family lots (excluding the Garden Home Product) within the Project exceeding 1,710 single-family residential units ("Additional Lots"). Provided, however, the City agrees to offset the amount of park fees otherwise owed under this Section 2.4 for Additional Lots by (i) the costs incurred by the Developer to construct the Trail or other trail facilities open to the general public except for the shared use path described in Section 3.17, and (ii) the dollar amount of any private contribution by Owner for any grant application for parks.
- 4. Park fees for multi-family, Garden Home Product and the Additional Lots shall be due and payable, in phases, to the City at the time multi-family, Garden Home Product and Additional Lots are platted or at time of final platting of a Phase which includes multi-family, Garden Home Product and Additional Lots, whichever comes first, based on the number of multi-family, Garden Home Product and Additional Lots included in the plat.
- 5. Developer shall preserve each of the six (6) hilltops. Building heights on such hills shall be limited to twenty (20) feet greater than the top of the corresponding hilltop; provided, however, nothing will prevent Developer from constructing water storage tanks on four (4) of the hills. Developer will endeavor to have the color of such tanks blend into the natural settings.

The parkland dedication and development fee agreements proposed by Anarene development align with the direction and motion approved by the Parks and Recreation Commission at their June 7, 2021, meeting.

Highlights:

- **1.** 4 lane roadways within development to serve the development and the neighboring properties;
- 2. Oversized utility infrastructure;

- 3. Trails including a potential connection to Rathgeber Natural Resource Park;
- 4. Parkland in excess of Parkland Dedication Ordinance.

Evaluation:

According to Article 22.02.005, the Development Agreement shall be evaluated with respect to the following objectives:

Article 22.02.005

- a) Guarantee the continuation of the extraterritorial status of the land and its immunity from annexation by the city for a period not to exceed 15 years;
 - This is an amendment to an existing Amended Development Agreement. This Amendment extends the agreement by 20 years. Because of the size and complexity of this development, 15 years is an insufficient amount of time to complete the project. The Agreement allows for a 10 year extension by City Council.
- b) Extend the city's planning authority over the land by providing for a development plan to be prepared by the landowner and approved by the municipality under which certain general uses and development of the land are authorized;
 - This Agreement provides for single family, multifamily, and commercial uses. It allows for a variety of single-family lot sizes of up to 2,444 single-family units. There will be 250 senior multi-family units. The commercial areas are required to comply with the City's Exterior Design & Architectural Standards Ordinance.
- c) Authorize enforcement by the city of certain municipal land use and development regulations (e.g., zoning and building codes) in the same manner the regulations are enforced within the municipality's boundaries;
 - This project must follow the Hilltop Preservation, 2017 Lighting Ordinance, Building Code, and 2015 Landscaping Ordinance. Exterior Design & Architectural Standards have to be followed for the commercial section. It also will provide for a Master Sign Plan in the future. It also requires compliance with impervious cover and water quality buffer zones. This agreement includes language which allows City enforcement of these requirement.
- d) Authorize enforcement by the city of land use and development regulations other than those that apply within the municipality's boundaries, as may be agreed to by the landowner and the municipality;
 - See subsection c above.
- e) Provide for infrastructure for the land, including:(A) Streets and roads;(B) Street and road drainage;(C) Land drainage; and(D)Water, wastewater, and other utility systems;
 - This project will construct a major arterial that connects RM 12, Wild Ridge, and Big Sky Developments. It will also be constructing regional water and wastewater pipelines that will service it and assist with service to neighboring projects. The development will preserve existing natural drainageways by establishing Water Quality Buffer Zones along them per the City's water quality ordinance. The development will preserve Critical Environmental Features (CEFs) by providing a geologic assessment for the tract and establishing protective setbacks for any CEFs identified per the City's subdivision ordinance. The development will also protect existing natural drainageways and water quality by providing stormwater detention

	and water quality facilities per City and TCEQ regulations.
f)	Authorize enforcement of environmental regulations;
	TCEQ, City Regulations, Water Quality Buffer Zones, and Lighting requirements
	must be followed.
g)	
	of annexation, if annexation is agreed to by the parties;
	Annexation is not anticipated.
h)	_ <u> </u>
	annexation is agreed to by the parties; or
	Lot sizes for residential areas and uses for commercial areas have been determined.
i)	
	not be limited to:
	(1) Public benefits;
	(2) Adequate environmental protection;
	(3) Burden on the city's infrastructure;
	(4) Consistency with the city's comprehensive plan;
	(5) Conformance of the agreement with the intent and purposes of city regulations;
	and
	(6) Fiscal impact of the agreement and resulting development on the city.
	The public benefits include roads, oversized utility lines, trails, and parkland. The
	environmental regulations of the City and State will be followed. This development

Commission	The DAWG requested various road improvements for the	
Recommendations:	2,222 density which the developer agreed to in the Amended	
	Development Agreement.	
	The Transportation Committee recommended approval at the	
	June 2021 meeting; and	
	The Parks & Recreation Commission recommended approval at their June 7, 2021, meeting.	
Actions by Other	The TIA is still under review by the Texas Department of	
Jurisdictions/Entities:	Transportation.	
Previous Action:	No previous action taken.	
Recommended Action:	Recommendation of Approval of the Amended Development Agreement as presented with minor landscaping clarification.	

Alternatives/Options:	Recommendation of Disapproval of the Amended Development Agreement; Recommendation of Approval of	
	the Amended Development Agreement with conditions	
	deemed necessary by the Commission	
Budget/Financial Impact:	The City will gain additional roads, trails, and various	
	development fees.	
Attachments:	- Agreement	
	- Prior Agreements	
	- Exhibits	
	- Staff Report	
Related Documents at		
City Hall:		
Public Notice Process:	Notice was published in the newspaper and letters were sent	
	to neighbors within 300 feet.	
Public Comments:	Comments were received in opposition to this project	
	including concerns related to buffers between neighborhoods	
	and tree preservation.	
Enforcement Issues:	N/A	
Comprehensive Plan Element:	N/A	

AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR ANARENE INVESTMENTS TRACT

STATE OF TEXAS

COUNTY OF HAYS

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

RECITALS:

- WHEREAS, Anarene and the City entered into that certain Development Agreement effective as of October 17, 2012 (the "Original Agreement"), which was recorded in Volume 4466, Page 327 of the Official Public Records of Hays County, Texas; and
- WHEREAS, the City and Anarene entered into an Amended and Restated Development Agreement for Anarene Investments Tract (the "Development Agreement") effective August 13, 2015; and
- WHEREAS, Anarene assigned its rights, title and interest in the Development Agreement to the Developer pursuant to that Assignment and Assumption Agreement effective September 25, 2019; and
- WHEREAS, the Landowners own a portion of the Land that is subject to the Development Agreement and agree to subject the Land to the terms and conditions of the Development Agreement; and
- WHEREAS, the Parties now wish to amend and restate the Development Agreement; and
- WHEREAS, the City is authorized to enter into this Agreement pursuant to Section 212.172 of the Texas Local Government Code, and the City and Owners are proceeding in reliance on the enforceability of this Agreement;

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

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ARTICLE 1. DEFINITIONS

- 1.1 <u>Act</u>: House Bill 4183 of the 84th Legislature, Regular Session, codified as Chapter 7916 of the Texas Special District Local Laws Code.
- 1.2 <u>Agreement</u>: This contract between the City of Dripping Springs, Texas and Owners, including exhibits.
- 1.3 Applicable Rules: The City Rules, as defined herein will be applicable to the development of the Land for the term of this Agreement. This term does not include applicable Zoning, Building Codes, Landscaping, Lighting, Sign, or Exterior Design standards, as those ordinances may apply or hereafter be applied to residential and nonresidential properties. This term does not include regulations mandated by state law, or that are necessary to prevent imminent harm to human safety or property, which may be modified and made applicable to the Project even after the Effective Date.
- 1.4 <u>City</u>: The City of Dripping Springs, an incorporated Type A, general-law municipality located in Hays County, Texas.
- 1.5 City Council: The governing body of the City of Dripping Springs, Texas.
- 1.6 <u>City Engineer</u>: The person or firm designated by the City Council as the engineer for the City of Dripping Springs, Texas.
- 1.7 <u>City Rules</u>: Ordinance No. 2019-29 (Subdivision Ordinance), Ordinance No. 1260.30 (Lighting Ordinance), Ordinance No. 3500.11, Ordinance No. 2020-12 (Sign Ordinance), Ordinance No. 2019-39 (Dripping Springs Technical Criteria), the ordinances in effect as of the Effective Date identified on **Exhibit J**, all as modified by Project Approvals and variances granted concurrent with this Agreement including the variances listed in **Exhibit E**.
- 1.8 <u>County</u>: Hays County, Texas.
- 1.9 <u>District or Districts</u>: Any conservation and reclamation district(s) authorized pursuant to Texas Constitution Article III, Section 52 and Article XVI Section 59, including Hays County Municipal Utility District No. 7, that includes the Land or portions thereof and any subsequent district or districts that may be created by division of such district or districts.
- 1.10 <u>Dripping Springs Technical Criteria</u>: The criteria adopted in Article 28.07 of the City of Dripping Springs Code of Ordinances that includes technical criteria standard specifications and adopted in Ordinance 2019-39 and as modified by this Agreement

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including the variances in **Exhibit E**.

- 1.11 Effective Date: October 17, 2012.
- 1.12 <u>Homeowners Association (HOA)</u>: is an organization created by a real estate developer for the purpose of controlling the appearance and managing any common-area assets during the marketing, managing, and selling of homes and sites in a residential subdivision. It grants the developer privileged voting rights in governing the association, while allowing the developer to exit financial and legal responsibility of the organization, typically by transferring ownership of the association to the homeowners after selling off a predetermined number of lots.
- 1.13 <u>Impervious Cover Percentage</u>: The percentage calculated by dividing the total acres of impervious cover on the Land by the total number of acres included in the Land.
- 1.14 <u>Impervious Cover:</u> As defined by the TCEQ, currently 30 Texas Administrative Code 213.3 (17) and as defined in the Dripping Springs Code of Ordinances Section 22.05.016(c) except swimming pools shall not be considered as impervious cover if they comply with freeboard requirements to capture the water quality volume for the surface area as required by the TCEQ. For residential tracts, Single Family Lot Impervious Cover Assumptions, as set forth in **Exhibit H**, shall be utilized to determine impervious cover on residential lots.
- 1.15 <u>Land:</u> Approximately 1675.094 acres of land, in Hays County, Texas, more fully described on **Exhibit A**, attached, and the approximately 2.066 acres described in **Exhibit A-1** in the event such land is acquired by one or more Owners.
- 1.16 <u>Living Unit Equivalent (LUE)</u>: A single unit of service consists of the typical flow that would be produced by a single-family residence located in a typical subdivision served by the City.
- 1.17 <u>Master Plan</u>: The master plan of the City, originally presented in 1984, as may be amended, modified or supplemented by the City, in conjunction with the Comprehensive Plan.
- 1.18 <u>Maximum Impervious Cover</u>: The maximum impervious cover per residential lot shall be in accordance with **Exhibit I**.
- 1.19 Owner: One or more Owner listed above and any subsequent Owner, as assigned.
- 1.20 <u>Phase 1 Road</u>: The four-lane arterial, which will include a five-foot sidewalk, and shared-use path (8' or 10' depending on width of connecting path), as shown generally by red dashed line on **Exhibit G-1** within the area outlined in blue on **Exhibit G-1**.
- 1.21 <u>Phase 2 Road</u>: (i) The four-lane arterial, which will include a five-foot sidewalk, and shared-use path (8' or 10' width depending on width of connecting path), as shown

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- generally by teal dashed line on **Exhibit G-1**, and (ii) the two-lane roadway extension to the boundaries of Cynosure (also known as "Wild Ridge"), as shown generally by green dashed line on **Exhibit G-1**, and to Big Sky Ranch, as shown generally by brown dashed line on the **Exhibit G-1**, all within the area outlined in yellow on **Exhibit G-1**.
- 1.22 <u>Phase 3 Road</u>: An additional two-lane expansion to the Phase 2 Road two-lane road to the boundary of Cynosure ("Wild Ridge"), as shown generally by purple dashed line on **Exhibit G-1** within the area outlined in orange on **Exhibit G-1**.
- 1.23 <u>Project</u>: The term as defined by Texas Local Government Code Chapter 245, as may be amended. The term refers to a specific property use and/or improvement undertaken on the Land, as documented in a manner that provides the City with fair notice.
- 1.24 <u>Project Approvals</u>: All aspects of the Project outside the current scope of work will require prior approval by the City Council.
- 1.25 <u>Parkland:</u> Parkland is a platted tract of land designated and used for recreation or open space.
- 1.26 Shared Use Path: a multi-use path (8' or 10' depending on width of connecting path to be constructed by others) to be constructed within the Phase 1 Road and Phase 2 Road right of way.
- 1.27 Single Family Lot Impervious Cover Assumptions: As stated in **Exhibit H**.
- 1.28 TCEQ: Texas Commission on Environmental Quality, or its successor agencies.
- 1.29 TxDOT: Texas Department of Transportation, or its successor agencies.
- 1.30 WTCPUA: West Travis County Public Utility Authority, or its successor agencies.

ARTICLE 2. PUBLIC BENEFITS, INFRASTRUCTURE & AMENITIES

- 2.1 <u>Purpose</u>: The development of the Land under this Agreement is intended to: (a) allow housing and commercial development within the City's ETJ to occur in an orderly manner in order to protect the health, safety and welfare of the City's present and future citizens; (b) promote the aesthetic enhancement of the City and its ETJ; and (c) promote a safe and attractive self-sustaining community.
- 2.2 <u>Environmental Protection</u>: Developer will implement compliance with the following natural resource laws and regulations, to the extent applicable:
 - 2.2.1 <u>Aquifer Protection</u>: Developer will comply with all applicable TCEQ regulations. Developer shall also take reasonable measures to protect the Trinity

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Aquifer, including at a minimum adherence to the Edwards Aquifer Rules for the Contributing Zone. If the development is a low-density development (less than fifteen (15%) Impervious Cover), no structural water quality controls will be required.

- 2.2.2 <u>Land Application Restrictions</u>: If the Project utilizes individual onsite sewage disposal and if treated sewage effluent is disposed of through irrigation, property owners within the Project shall comply with the applicable City, County, and TCEQ permit for the lot or lots that are utilizing individual onsite sewage disposal. The City reserves the right to comment on any permit application submitted by an Owner.
- 2.2.3 <u>Waterway Protection</u>: Developer shall obtain authorization from and comply with applicable rules and regulations established by federal, state, and local governmental entities regarding waterway protection.
- 2.2.4 <u>Stormwater Controls:</u> Developer will prepare and implement a stormwater pollution prevention plan in compliance with the TCEQ's Texas Pollution Discharge Elimination System stormwater general permit for construction-related stormwater discharges. Owner will comply with the applicable Water Quality Controls as outlined in 2.2.8.
- 2.2.5 Endangered Species: Developer agrees to comply with the federal Endangered Species Act. City agrees that the TCEQ optional enhanced measures Appendix A and Appendix B to RG-348 are an approved regional plan acceptable to the United States Fish and Wildlife Service ("USFWS"). The City and Developer agree that by Developer complying with the TCEQ enhanced measures under RG-348, Developer is also in compliance with WTCPUA rules and policies related to the Endangered Species Act.
- 2.2.6 <u>Water Conservation Plan</u>: Developer shall comply with the current City plan, which has been approved by the WTCPUA.
- 2.2.7 <u>Application Submittal</u>: Developer shall submit all permit applications required under Section 2.2 to the City prior to applying to the relevant authority.
- 2.2.8 <u>Water Quality Controls</u>: Water quality best management practices ("BMPs") will be designed to meet those established by TCEQ publication RG 348, Appendix A.
- 2.3 Parkland: In addition to the 43.20 acres previously donated to the City of Dripping Springs (25.7 acres parkland plus 17.5 acres of the existing school open space), an additional 345.0 acres of Parkland will be provided out of the approximately 474 acres of open space, with 80.76 acres being within the floodplain, reflected on the Concept Plan, **Exhibit D**, and the Master Plan for Parkland for the Land, **Exhibit B**. This dedication shall fulfill all parkland dedication requirements on the Project, including but not limited to the requirements of Article 28.03 (Parkland Dedication) of the City's Code of

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Ordinances in effect as of the Effective Date of the Original Agreement, and no further dedication or payment will be required. Parkland will be dedicated in accordance with Section 28.03.006 of the Dripping Springs Code of Ordinances in effect as of the Effective Date of the Original Agreement and the attached **Exhibit B** Master Plan for Parkland for the Land. At the discretion of Developer, portions may be dedicated to the City, with the City's acceptance and approval, the County, a homeowner's association, or the District. Developer shall not be required to submit park plans for each phase of development to the City's Parks and Recreation Commission if Developer develops Parkland in accordance with the attached **Exhibit B**.

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

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- 2.6 <u>Lighting</u>: Developer, or an electric utility designated by Developer, will construct all illumination for street lighting, signage, security, exterior landscaping, and decorative facilities for the Project in accordance with the City Rules, including the Lighting Ordinance in effect at the time of installation of the lighting, including both residential and non-residential rules. District(s) will be required to operate and maintain the lighting within its boundaries according to City Rules. Owners agree that all restrictive covenants for the Project shall reinforce this provision and be applied to all construction and builders.
- 2.7 <u>Landscaping</u>: Developer shall comply with the City's Landscaping Ordinance, as amended by this Agreement, in all commercial areas. Developer may require residential areas to comply with the City's Landscaping Ordinance. Developer agrees that the use of native species of plant materials will be utilized throughout the Project attached as **Exhibit F**. Turf grasses on any lot within the Project shall be limited to Zoysia, Buffalo or Bermuda grasses. Other grasses may be approved by the City Administrator for lots utilizing drip irrigation systems. In no event may St. Augustine grass be used. The plant list attached as **Exhibit F** is approved.
- 2.8 <u>Exterior Design & Architectural Standards</u>: Within the commercial area, Developer shall comply with the City's Exterior Design & Architectural Standards Ordinance, as may be amended.

ARTICLE 3. PROPERTY DEVELOPMENT

- 3.1 Governing Regulations: For purposes of any vesting analysis, the Parties agree that the Effective Date shall be construed as the date upon which the Original Agreement was approved by the City Council of Dripping Springs. The Applicable Rules shall govern the Project, unless otherwise expressly provided for in this Agreement. For the term of this Agreement, the development and use of the Land will be controlled by the terms of this Agreement, the Project Approvals, and the Applicable Rules. If there is any conflict with the terms of this Agreement and the Applicable Rules, the terms of this Agreement will control. Notwithstanding anything contained herein to the contrary, the variances described on **Exhibit E** to the Development Agreement are approved.
 - 3.1.1 <u>Residential Density:</u> The maximum number of single-family residential dwelling units that may be developed on the Land shall be 2,444 single-family units and the number of senior living multi-family units shall be 250 units.
 - 3.1.1.1 <u>Residential Lot Size</u>: The minimum size for any lot shall be 3,500 square feet. See **Exhibit K** for all lot sizes.
 - 3.1.2 <u>Water Service</u>: The Land shall be entitled to receive water service in accordance with the Agreement for the Provision of Nonstandard Wholesale and Retail Water Service between the City and Double L Development, LLC (the "Water Service Agreement"), in an amount not to exceed 3,393 Living Unit Equivalents ("LUEs"). The Parties agree water service may be provided by a third-party

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utility provider, including, but not limited to, a special purpose district. Any area that is not provided water service by the West Travis County Public Utility Agency ("PUA") shall not be subject to the memorandum of understanding between USFWS and LCRA, as predecessor to the PUA ("MOU"), or the PUA Service and Development Policies related to compliance with the MOU. The Water Service Agreement is hereby modified to increase the LUEs available to serve the Land to 3,393 LUEs.

- 3.1.2.1 <u>Service Extension Request</u>. The City agrees to submit a service extension request ("SER") to the PUA for reservation of an additional 1,683 LUEs for the Land within thirty (30) days of the Developer submitting the request to the City. Such 1,683 LUEs will be in addition to the 1,710 LUEs previously approved by the PUA that is reserved to serve the Land.
- 3.1.3 <u>Wastewater Service</u>: The Land shall be entitled to receive wastewater service in accordance with the Wastewater Utility Service and Fee Agreement between the City and Double L Development, LLC (the "Wastewater Agreement"), in an amount not to exceed 3,393 LUEs. The Parties agree wastewater service may be provided by a third-party utility provider, including, but not limited to, a special purpose district. The Wastewater Service Agreement is hereby modified to increase the LUEs available to serve the Land to 3,393 LUEs.
 - 3.1.3.1 Reuse Water. The City agrees to approve and execute an Application for Reclaimed Water Production Authorization under 30 TAC Chapter 321 (the "321 Application"), within 10 days of receipt of a completed 321 Application from the Developer, or its representatives, for an amount up to half of the permitted rated capacity of the City's wastewater treatment plant. The District will be entitled to all reuse water from the 321 plant to serve the Land.
- 3.1.4 <u>Impervious Cover</u>: Developer may develop the Project with an Impervious Cover Percentage that does not exceed thirty-five percent (35%) over the entire Project. Developer shall have the right to apportion impervious cover limits on a lot by lot or use by use basis not to exceed the applicable maximum impervious cover percentage shown in **Exhibit I** on each residential lot, and for the commercial portion of the Project as set forth in Section 3.1.4.1. Developer may apportion such limits as it deems desirable so long as the overall limitation herein specified is not exceeded. Developer may count in density and impervious cover calculations the gross area of the Land, including but not limited to, land designated as greenbelt, open space, mitigation or similar designation.
 - 3.1.4.1 <u>Nonresidential Impervious Cover</u>: Commercial and multifamily impervious cover may reach a maximum of seventy percent (70%) of any given commercial or multifamily tract, provided that the maximum impervious cover for the Land does not exceed thirty-five percent (35%) of the gross area of the Land.

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

3.2 Project Approvals & Entitlements:

- 3.2.1 Concept Plan: The City confirms that the Concept Plan and Roadway Connectivity Plan attached as **Exhibit D** and **Exhibit G**, respectively, comply with the City's Master Plan and Interim Comprehensive Plan, and that the Concept Plan has been approved by all requisite City departments, boards, and commissions and by the City Council. The City approves the land uses, densities, and reservations of land for public purposes on the Concept Plan. The City's execution of this Agreement shall be deemed to be the approval of the Concept Plan and Roadway Connectivity Plan, as shown on **Exhibit D** and **Exhibit G**, respectively, on which land uses, densities, and reservations of land for public purposes during development of the Land will be based. Notwithstanding the above, there must be a fifty (50) foot separation between commercial and residential development, measured from vertical building improvements.
 - 3.2.1.1 Buffer Areas: For residential lots less than 70 feet wide (measured at the front setback) that are adjacent to Founder's Ridge and Heritage Trails, there will be an open space/undisturbed buffer of a minimum of (i) 25 feet or (ii) the difference in nominal lot width (measured at the front setback) between residential lots within the Project section and adjacent residential lots within Founder's Ridge and Heritage Trails, whichever is less.
- 3.2.2 Phasing of Development: The calculation of impervious cover, lot averaging, and similar requirements shall be determined and calculated on a whole project basis. An impervious cover exhibit shall be submitted concurrently with each plat filed indicating the amount of proposed impervious cover; the amount associated with prior platted areas and the amount associated with the area subject to such plat, all as set forth in **Exhibit H**. The chart shall also show the average lot size computation for the Land as a whole and resulting from the plat and prior platted areas. Any portion of the Land may be re-platted to change the use or designation of that previously platted portion so long as the entire platted portion of the Land meets the requirements of this Agreement, including impervious cover, lot averaging and similar requirements herein. So long as this Agreement remains in effect, such re-platting shall be deemed controlled by this Agreement as if the same were an original platting of such re-platted portions.
- 3.2.3 <u>Project Approvals</u>: The Project Approvals and variances set forth in **Exhibit E** and the Concept Plan attached to this Agreement as **Exhibit D** have been approved by all required City boards and commissions and the City Council and are granted by the City with respect to the development of the Land.

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

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

- 3.2.4 Signage: Developer will submit a Master Signage Plan for approval by City Council prior to construction of any signage structure or sign within the project. All signage will comply with the Sign Ordinance except as modified by this Agreement or the approved Master Signage Plan.
- 3.3 Further Approvals: Upon the Effective Date of this Agreement, Developer may develop the Land consistent with this Agreement. Any future approvals granted in writing by the City for such development will become a part of the Project Approvals.
- 3.4 Standard for Review: The City's review and approval of any submissions by Developer will not be unreasonably withheld or delayed. The City will review any plans, plat or other filing by Developer in accordance with the applicable City's ordinances, state law and this Agreement. If any submittal is not approved, the City will provide written comments to Developer specifying in detail all of the changes that will be required for the approval of the submittal.
- 3.5 Approvals & Appeals: The City acknowledges that timely City reviews are necessary for the effective implementation of Developer's development program. Therefore, the City agrees that it will comply with all statutory and internal City time frames for development reviews. The City further agrees that if, at any time, Developer believes that an impasse has been reached with the City staff on any development issue affecting the Project or if Developer wishes to appeal any decision of the City staff regarding the Project; then Developer may promptly appeal in writing to the City Council requesting a resolution of the impasse at the next scheduled City Council meeting, subject to compliance with all timetables required by the open meeting laws.
- 3.6 **Concept Plan Amendments:**
- 3.6.1 Due to the fact that the Project comprises a significant land area and its development will occur in phases over a number of years, modifications to the City of Dripping Springs

Concept Plan may become necessary due to changes in market conditions or other factors. In order to provide flexibility with respect to certain details of the development of the Project, Developer may seek changes in the location and configuration of the residential and/or commercial use lots shown on the Concept Plan, including changes within the proposed residential, commercial, or open space areas shown on the Concept Plan. Such changes will only require an administrative amendment to the Concept Plan so long as the Impervious Cover limitations are met and there are no increases to the residential or commercial density of the Land or adverse impacts to traffic, utilities, stormwater discharges, or water quality.

- 3.6.2 The City Administrator shall be responsible for consideration and approval of such administrative amendments to the Concept Plan. The City Administrator may defer such approval to the Planning and Zoning Commission and the City Council at the City Administrator's discretion. Further, minor changes that may impact traffic, utilities and stormwater discharges, and water quality, that are proposed for the Concept Plan that do not result in an increase in the overall density of development of the Land and which otherwise comply with the Applicable Rules and this Agreement may be approved by the City Administrator. Similarly, minor variations of a preliminary plat or final plat from the Concept Plan that are approved by the City Administrator that do not increase the overall density of development of the Land or increase the overall Impervious Cover limit of thirty-five percent (35%), and which otherwise comply with the Applicable Rules, and this Agreement will not require an amendment to the Concept Plan.
- 3.7 <u>Term of Approvals</u>: The Concept Plan and any preliminary plat or final plat approved pursuant to this Agreement will be effective for the longer of (i) the term of this Agreement unless otherwise agreed by the Parties or (ii) the term contained in the applicable subdivision ordinance.
- 3.8 Extension of Permits & Approvals: Any permit or approval under this Agreement shall be extended for any period during which performance by any Owner is extended or delayed but in no instance shall any permits or approvals be extended beyond the term of this Agreement.
- 3.9 <u>Initial Brush Removal</u>: Developer may mechanically remove brush with practices to include uprooting or stump grinding without materially disrupting soil surface prior to receiving approval of a plat(s) for that portion of the Land in order to determine the location of roads, lots, utilities and drainage areas with regard to preservation of environmental features. This section 3.9 will not prevent Developer from removing brush in accordance with any federal programs, including the United States Department of Agriculture Natural Resources Conservation Service's Environmental Quality Incentives Program. Owner shall not use burning as a method of removal of brush for clearing purposes for residential development; provided, however, burning may be used for removal of brush in connection with agricultural and wildlife practices.

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- 3.10 <u>Building Code</u>: Developer agrees that all habitable buildings shall be constructed in accordance with all building or construction codes that have been adopted by the City. Fees for all building permits or building inspections by the City or the City's designee under this section shall be paid by builders. Building permit and building inspection fees are not included among the fees specifically listed in this Agreement. Regardless of this development's location in the extraterritorial jurisdiction, building permits are required for all structures.
- 3.11 Fiscal Security for Public Improvements: All public improvements shall be completed or supported by fiscal security in accordance with approved construction plans prior to submittal of final plat. A final plat shall not be filed for recordation until all public improvements and/or fiscal security has been accepted by the City. Developer will not be required to post fiscal security for the cost of public improvements that have been completed and, for partially completed public improvements, shall only be required to post fiscal security for the remaining estimated construction costs to complete such improvements. The amount of the fiscal security shall equal one hundred percent (100%) of the remaining estimated construction costs to complete the public improvements not completed at the time of plat recordation. The District's engineer shall provide the cost estimate of the public infrastructure not completed at the time of the plat recordation to the City.
- 3.12 <u>Deed Restrictions</u>: Developer agrees that all restrictive covenants for the Project shall reinforce the provisions of this section and be applied to all builders and subsequent buyers and shall be appropriately drafted and filed to effectuate this intent and Agreement.
- 3.13 <u>Fire Protection</u>: Developer, and upon creation, each District, to the extent allowed by law, may pursue required approvals for, and implement and finance a fire protection plan to provide fire protection services within the Project's boundaries..
- 3.14 Infrastructure Construction & Inspections: Developer, and upon creation, each District will be responsible for construction, operation and maintenance of all water, wastewater and drainage infrastructure within its boundaries except as provided in this Agreement, the Water Service Agreement or Wastewater Agreement or as otherwise agreed to by District, Owners and the City. The City will have the right to review and approve all plans and specifications for water and wastewater infrastructure, and to inspect all such water and wastewater infrastructure during construction and prior to acceptance for operation and maintenance. A copy of each set of approved plans and specifications and a copy of all inspection certificates will be filed with the City. All water and wastewater infrastructure within the Land shall be designed and built-in accordance with the rules, regulations, and specifications of the City and the TCEQ. All water and wastewater infrastructure within the Land shall be subject to City inspections and compliance with City Rules and TCEQ rules. In case of a conflict, the stricter provision shall prevail, unless TCEQ approval requires a different result. Reasonable and necessary fees incurred

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- by the City for review of plans and specifications and inspections under this section shall be paid by the Developer or District(s).
- 3.15 <u>Roadway Access:</u> All streets and driveways within the Land shall be subject to the approval of the Texas Department of Transportation ("TxDOT") and/or Hays County, as applicable. City will review all streets and driveways when reviewing any plat and site plan.
- 3.16 Roads. The City agrees that the vehicular connections depicted in **Exhibit G** are hereby approved and shall be added to the City's TMP as necessary, including the loop road, shown on **Exhibit G**, as may be amended, to be added to the City's TMP. A Traffic Study has been completed for phase 1 of the Project. Phase 1 includes 244 single family homes. The Parties agree that, prior to final approval of a preliminary plat for phase 2 of the Project, a Traffic Impact Analysis ("TIA") for the entire Project will be approved by the City, Hays County, and TxDOT.
- 3.17 <u>Connectivity</u>. Developer shall use commercially reasonable efforts to start the construction of the Phase 1 Road, Phase 2 Road, and Phase 3 Road generally depicted on **Exhibit G-1** by the following dates, subject to the terms and conditions contained herein, including the City's conditions precedent:

Phase 1 Road Start Date: December 2021

Phase 2 Road Start Date: February 2024

Phase 3 Road Start Date: February 2025

- 3.17.1 City shall require construction of two lanes of the four-lane offsite road, to be constructed by others, extending from Highway 290 to the southern boundary of the Project (hereinafter the "Southern Offsite Road"), to commence no later than June 1, 2023. In the event construction of two lanes of the Southern Offsite Road is not commenced by June 1, 2023, the committed Phase 2 Road Start Date of February 2024, shall be extended by the same number of days that commencement of the Southern Offsite Road is delayed beyond June 1, 2023. Further, the Developer shall not be obligated to commence construction of the Phase 3 Road two-lane expansion unless and until all four lanes of the Southern Offsite Road are complete. Developer may build the Phase 2 Road two-lane roadway extension with open ditch, with the storm sewer to be added at the time of construction of the Phase 3 Road two-lane expansion.
- 3.17.2 City agrees to fulfill all the following obligations as conditions precedent to Developer's obligation to construct Phase 2 roads and Phase 3 two-lane expansion. The City agrees to complete the following items by November 1, 2021. For every day that one or more of the City's obligations remain incomplete beyond November 1, 2021, the Start Dates shall be extended by the same number of days: 1) execute and approve submission of the 321 Application for the Land; 2) approve nonstandard wholesale

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service agreement with the WTCPUA for 1,750 LUEs; 3) approve and submit service extension request (SER) for the remaining LUEs to serve the Land; 4) approve a raw water contract with Lower Colorado River Authority and reservation to the District for the total number of LUEs in the combined SERs; and 5) provide a copy of the Resolution consenting to creation of the District.

- 3.17.3 City further agrees to approve a nonstandard wholesale service agreement with the WTCPUA for the remaining LUEs included in the SER within 60 days of approval by the WTCPUA. The start dates set forth in Section 3.17 shall be extended by the same number of days that the nonstandard wholesale service agreement with the WTCPUA is not approved following such 60-day period.
- 3.17.4 Developer shall not be in default if the performance of its obligations is delayed, disrupted, or becomes impossible because of an act of God, war, earthquake, fire, pandemic, strike, work stoppages, shortage of materials, price increases in materials due to defined force majeure event, accident, civil commotion, epidemic, environmental litigation, act or inaction of government, its agencies, or offices, or any other similar cause. Upon occurrence of any such force majeure event, Developer shall notify the City, in writing, in accordance with Section 6.17.
- 3.17.5 Notwithstanding the other terms and conditions in this Agreement, the remedy for Developer's failure to comply with the road construction obligations is withholding approval of new plats, until such obligation has commenced, and specific performance. Building permits cannot be denied or delayed on platted and approved or accepted sections. Construction of improvements and acceptance thereof cannot be delayed or denied.
- 3.17.6 Section 5.4 regarding <u>Right to Continue Development</u> and Section 5.6 regarding <u>Cooperation</u> apply to the parties' agreement regarding roads contained in this Section 3.17.
- 3.18 <u>Sidewalks</u>. Developer shall construct or cause to be constructed five (5) foot sidewalks on each side of local residential streets. Arterial roads, as depicted on Exhibit G-1, will include, inside the right-of-way, a shared use path (8' or 10' depending on width of connecting path) on one side of the road and a five (5) foot sidewalk on the other side of the road.

ARTICLE 4. FINANCING DISTRICT

4.1 <u>Consent to Creation of District</u>: In accordance with Texas Local Government Code, Section 42.042, the City has consented to the creation of the Districts, including Hays County Municipal Utility District No. 7, covering all or portions of the land described in

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Exhibits A and A-1. The Developer may not add additional land to the District or Districts which is not already included in the Land without approval by the City, which shall not be unreasonably withheld. The City consents to forming additional Districts and annexing or de-annexing land between the Districts from the land already included in a District and included in this Agreement and no further approval of the City or City Council is required when a District is annexing or de-annexing land between Districts from land already included in a District and in this Agreement. The City agrees that any District may exclude land and may annex land owned by any Owner that is located within the boundaries of the Project and the City's ETJ and may be divided in accordance with the Act, in furtherance of Developer's development goals pursuant to this Agreement, and no further approvals of the City or City Council is required provided, however, City agrees to provide any additional documentation evidencing such consent as may be requested or required by Owner or the District.

4.2 <u>Consent to Wastewater Treatment Facilities</u>: The City understands that the District(s), or Developer, will prepare an application to the TCEQ, or its successor agency, for a Chapter 321 authorization to treat and dispose wastewater generated by the development that is subject to this Agreement. The City will submit the application to the TCEQ.

ARTICLE 5. AUTHORITY

5.1 Term:

- 5.1.1 <u>Initial Term.</u> This term of this Agreement will continue for twenty (20) years from the date of the last signature on this Agreement ("Initial Term"), unless sooner terminated per the terms of this Agreement. An extension not to exceed (10) years may be requested in writing to City Council and granting of the extension by City Council shall not be unreasonably withheld, conditioned, delayed or require amendment to other terms of this Agreement.
- 5.1.2 Expiration. After the expiration of the Initial Term and any extension, this Agreement, will be of no further force and effect, except that termination will not affect any right or obligation previously granted.
- 5.1.3 <u>Termination or Amendment</u>. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the City and Owners or may be terminated or amended only as to a portion of the Land by the mutual written consent of the City and Owners of only the portion of the Land affected by the amendment or termination.
- 5.2 <u>Authority</u>: This Agreement is entered under the statutory authority of Chapter 212, Subchapter G, Texas Local Government Code. The Parties intend that this Agreement guarantee the continuation of the extraterritorial status of portions of the Land as provided in this Agreement; authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration,

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including the continuation of land uses and zoning upon annexation of any portion of the Land to the City.

- 5.3 Applicable Rules: As of the Effective Date, Developer has initiated the subdivision and development permit process for the Project. The City agrees that, in accordance with Chapter 245, Texas Local Government Code, the City will consider the approval of any further approvals necessary for the Project based solely on the Applicable Rules, as modified by the Project Approvals, variances and this Agreement. Further, the City agrees that, upon the Effective Date, Developer has vested authority from the date of the Original Agreement to develop the Land in accordance with the Applicable Rules, as modified by any exceptions contained in the Project Approvals, variances, and this Agreement.
- Signature State St
- 5.5 Equivalent Substitute Obligation: If either Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and bona fide threat to public safety that prevents performance or requires different performance, subsequent conditions that would legally excuse performance under this Agreement, or, the Parties agree to cooperate to revise this Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party's overall contractual benefit under this Agreement.

5.6 <u>Cooperation</u>:

- 5.6.1 The City and Owners each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.
- 5.6.2 The City agrees to cooperate with Developer in connection with any waivers or approvals Developer may desire or require to obtain from the County in City of Dripping Springs

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- connection with the development of the Land and a deferral of the County's plat and plan approval powers to the City for all plats and public infrastructure within the Project, other than roadway infrastructure that will be dedicated to the County for operation and maintenance after construction. Roads that will be dedicated to the County for operation and maintenance shall be subject to County review, inspection, and approval prior to dedication to the County.
- 5.6.3 The City acknowledges that the Developer, District, or HOA may in the future seek State or federal grant matching funds to finance certain park, recreational and environmental facilities within the Project. The City agrees to cooperate with and support these efforts to obtain grant funding that do not interfere with or conflict with the City's efforts to secure similar funding, including entering into joint use agreements with the Developer and HOA, in furtherance of the City's goal of making additional park, environmental and recreational facilities available to the area. Provided, however, that the City will have no financial obligation associated with this activity.
- 5.7 <u>Litigation</u>: In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Owners and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement, The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the City Council. **Developer agrees, to the extent allowed by Texas law, to defend and indemnify the City for any reasonable and necessary litigation expenses, including court costs and outside attorney's fees, related to defense of this Agreement from third-party claims if the third-party claims arise from Developer's negligent acts or omissions or breach of this Agreement.** The filing of any third-party lawsuit relating to this Agreement, or the development of the Project will not delay, stop, or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction.

ARTICLE 6. GENERAL PROVISIONS

6.1 Assignment & Binding Effect:

6.1.1 This Agreement, and the rights and obligations of Owners hereunder, may be assigned by one or more Owners to a subsequent purchaser of all or a portion of the undeveloped property within the Project provided that the assignee assumes all of the obligations hereunder. Any assignment must be in writing, specifically describe the property in question, set forth the assigned rights and obligations and be executed by the proposed assignee, A copy of the assignment document must be delivered to the City and recorded in the real property records as may be required by applicable law. Upon any such assignment, the assignor will be released of any further obligations under this Agreement as to the property sold and obligations assigned.

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- 6.1.2 If an Owner assigns its rights and obligations hereunder as to a portion of the Project, then the rights and obligations of any assignee and Owner will be non-severable, and Owner will be liable for the nonperformance of the assignee and vice-versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, even if such remedies will impede development activities of any performing developer as a result of that nonperformance.
- 6.1.3 The provisions of this Agreement will be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement will not, however, be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Project.
- 6.2 <u>Severability</u>: If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.
- 6.3 Governing Law, Jurisdiction & Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary, The parties acknowledge that this Agreement is performable in Hays County, Texas and hereby submit to the jurisdiction of the courts of that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.
- 6.4 <u>No Third-Party Beneficiary</u>: This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.
- 6.5 Mortgagee Protection: This Agreement will not affect the right of Owners to encumber all or any portion of the Land by mortgage, deed of trust or other instrument to secure financing for the Project. The City understands that a lender providing financing for the Project ("Lender") may require interpretations of or modifications to this Agreement and agrees to cooperate with Owners and their Lenders' representatives in connection with any requests for interpretations or modifications. The City agrees not to unreasonably withhold or delay its approval of any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City agrees as follows:
 - 6.5.1 Neither entering into this Agreement, nor any breach of this Agreement, will affect any lien upon all or any portion of the Land.

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- 6.5.2 The City will, upon written request of a Lender, provide the Lender with a copy of any written notice of default given to Owners under this Agreement within ten (10) days of the date such notice is given to Owners.
- 6.5.3 In the event of default by an Owner under this Agreement, a Lender may, but will not be obligated to, cure any default during any cure period extended to Owner, either under this Agreement or under the notice of default.
- 6.5.4 Any Lender who comes into possession of any portion of the Land by foreclosure or deed in lieu of foreclosure will take such property subject to the terms of this Agreement. No Lender will be liable for any defaults or monetary obligations of an Owner arising prior to the Lender's acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to that property until all delinquent fees and other obligations of Owners under this Agreement that relate to the property in question have been paid or performed.
- 6.6 Certificate of Compliance: Within thirty (30) days of written request by a Party given accordance with Section 6.17, the other Party or Parties will execute and deliver to the requesting Party a statement certifying that: (a) this Agreement is unmodified and in full force and effect or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification; (b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and (c) any other information that may be reasonably requested. A Party's failure to deliver a requested certification within this 30-day period will conclusively be deemed to constitute a confirmation that this Agreement is in full force without modification, and that there are no uncured defaults on the part of the requesting Party. The City Administrator or Planning Director is authorized to execute any requested certificate on behalf of the City.
- 6.7 <u>Default</u>: If a Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. The City may issue Stop Work Orders for violations arising under this Agreement or the regulations applied herein.
- Remedies for Default: If a Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement. In the event of a default by the City, Owners will be entitled to seek a writ of mandamus, in addition

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- to seeking any other available remedies. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.
- 6.9 <u>Reservation of Rights</u>: To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.
- 6.10 Attorneys Fees: The prevailing Party in any dispute under this Agreement will be entitled to recover from the non-prevailing Party its reasonable attorney's fees, expenses and court costs in connection with any original action, any appeals, and any post-judgment proceedings to collect or enforce a judgment.
- 6.11 <u>Waiver</u>: Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of the length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.
- 6.12 Entire Agreement: This Agreement contains the entire agreement of the Parties. This Agreement may be amended only by written agreement signed by the Parties. An amendment to this Agreement may only be approved by an affirmative vote of at least three of the five (3 of 5) members of the City Council.
- 6.13 Exhibits, Headings, Construction & Counterparts: All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. If a conflict exists between the terms in this Agreement and an Exhibit or Exhibits to this Agreement, the Parties will endeavor to resolve the conflict in accordance with the intent of the Parties. If an unresolvable conflict exists, the terms of this Agreement shall control over the Exhibit. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all the Parties.

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- 6.14 <u>Time</u>: Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.
- 6.15 <u>Authority for Execution</u>: The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized, and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Each Owner certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with its authority.
- 6.16 <u>Property Rights</u>: Owners expressly and unconditionally waive and release the City from any obligation to perform a takings impact assessment under the Texas Private Real Property Rights Act, Texas Government Code Chapter 2007, as it may apply to this Agreement, the Land, and the Project so long as this Agreement is in effect.
- 6.17 <u>Notices</u>: Any notices or approvals under this Agreement must be in writing and may be sent by hand delivery, facsimile (with confirmation of delivery) or certified mail, return receipt requested, to the Parties at the following addresses or as such addresses may be changed from time to time by written notice to the other Parties:

CITY:

Original: City Administrator City of Dripping Springs

P. O. Box 384

Dripping Springs, TX 78620

City Attorney

City of Dripping Springs

P.O. Box 384

Dripping Springs, TX 78620

OWNER:

Original: Anarene Investments Ltd.

c/o 1600 West Loop South, Suite 2600

Houston, TX 77027

DEVELOPER/ OWNER:

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Original: **Double L Development, LLC**

1600 West Loop South, Suite 2600

Houston, TX 77027

Copy: Allen Boone Humphries Robinson LLP

Attn: Ryan Harper

1108 Lavaca Street, Suite 510

Austin, Texas 78701

OWNER:

Original: LL Ranch Investment, LP

1600 West Loop South, Suite 2600

Houston TX 77027

OWNER:

Original Graham Hill

c/o 1600 West Loop South, Suite 2600

Houston, TX 77027

OWNER:

Original: Melinda Hill Perrin

c/o 1600 West Loop South, Suite 2600

Houston, TX 77027

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

6.18 <u>Exhibits</u>: The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A — Description of the Land

Exhibit A-1 - Description

Exhibit D - Concept Plan

Exhibit E City of Dripping Springs Code Variances

Exhibit F _ Approved Plant List

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Exhibit G Roadway Connectivity Plan

Exhibit G-1 Roadway Phasing Plan

Exhibit H Single Family Lot Impervious Cover Assumptions
Exhibit I Maximum Impervious Cover Per Residential Lot

Exhibit J Vested Ordinances

Exhibit K Lot Sizes

[SIGNATURE PAGE FOLLOWS THIS PAGE]

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CITY OF DRIPPING SPRINGS

By:	Bill Foulds, Jr., Mayor
This instrument was acknowledged on this _ Foulds, Jr., Mayor of the City of Dripping Springs, behalf of said municipality.	· · · · · · · · · · · · · · · · · · ·
Notary	Public, State of Texas

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day of _	, 2021.
	DOUBLE L DEVELOPMENT, LLC, a Texas limited liability company
	By:
	David A. Cannon, Manager
	§ .
	\$ \$ \$
Cannon, i	LEDGED before me this day of in his capacity as Manager of Double L mpany, on behalf of said limited liability
e of Nota	ry Public
	ACKNOW Cannon, i

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RESPECTFULLY SUBMITTED this	_ day of	, 2021.
		ANCH INVESTMENTS, LP, a Texas d partnership
	Ву:	Double L Ranch Management, LLC, a Texas limited liability company, its sole general partner
		By:
THE STATE OF TEXAS		§ § §
COUNTY OF HARRIS		§
, 2021, by David A. Car	nnon, in lility com	WLEDGED before me this day of his capacity as Manager of Double L Ranch pany, the sole general partner of LL Ranch chalf of said limited partnership.
Notary Public, State of Texas		
My Commission Expires:		
Printed Nam	e of Nota	ary Public

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RESPECTFULLY SUBMITTED this	day of		_, 2021.
		RENE INVESTMENTS, d partnership	, LTD. , a Texas
	By:	Anarene Management, I limited liability compan partner	
		By: John Graham Hill, Mana	ager
THE STATE OF TEXAS		§ § §	
COUNTY OF HARRIS		§	
The foregoing instrument was, 2021, by John Grah Investment, LLC, a Texas limited liability a Texas limited partnership, on behalf of [SEAL]	nam Hill, company	in his capacity as Mar, general partner of Anarea	nager of Anarene
Notary Public, State of Texas My Commission Expires:			
Printed Nan	ne of Nota	ary Public	

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LANDOWNER

JOHN GRAHAM HILL

Notary Public, State of Texas

	Ву:		
	Date:		
This instrument was acknowle GRAHAM HILL.	edged on this da	y of	, 2021, by

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JOHN GRAHAM HILL.

LANDOWNER

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ı	VIF	ч	IIN.	IJΑ	ιн	ш	I , F	1 P. K	KI	IN

	By:	-
	Date:	
This instrument was acknowle MELINDA HILL PERRIN.	edged on this day of, 2021,	by
	Notary Public, State of Texas	

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Item 3.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Jonathan O. Nobles RPLS No. 5777

BGE, Inc.

7000 North Mopac, Suite 330

Austin, Texas 78731

Telephone: (512) 879-0400

TBPLS Licensed Surveying Firm No. 10106502

Date:

December 12, 2018

Project No.: 5955-00

12 12 2018

Date

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 3.

LINE TABLE					
NUMBER	BEARING	DISTANCE			
L1	S 3012'30" W	652.24'			
L2	S 52°28'45" W	415.74			
L3	N 05°51'23" W	344.31'			
L4	N 40'40'07" E	111.95'			
L5	S 76'19'22" E	116.44'			
L6	N 10°45'34" W	852.52'			
L7	N 10°44'40" W	550.56'			
L8	N 10°40'50" W	431.04			
L9	S 59'47'50" E	1,615.72			

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

BGE

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

SCALE: 1"=500'
SHEET 5

Item 3.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Jonathan O. Nobles RPLS No. 5777

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Telephone: (512) 879-0400

TBPLS Licensed Surveying Firm No. 10106502

Date: December 12, 2018

Project No.: 5955-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 3.

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

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

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



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

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

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

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

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

- 3) N 29°11'41" E a distance of 1,489.16 feet to a concrete monument found on the west line of said Hill 73.69-acre tract, at a point of curvature of a curve to the right;
- 4) Along said curve to the right an arc distance of 756.40 feet, having a radius of 1,861.00 feet, a central angle of 23°17'16" and a chord which bears N 40°49'43" E a distance of 751.20 feet to a concrete monument found on the west line of said Hill 73.69-acre tract;
- 5) N 52°28'45" E, pass a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found at the common most westerly north corner of said Hill 73.69-acre tract and said Anarene Investments 1,051.23-acre tract at a distance of 175.19 feet, and continuing on for a total distance of 415.50 feet to a concrete monument found on the west line of said Anarene Investments 1,051.23-acre tract, at a point of curvature of a curve to the left:
- 6) Along said curve to the left an arc distance of 576.84 feet, having a radius of 1,478.00 feet, a central angle of 22°21'42", and a chord which bears N 41°21'34" E a distance of 573.19 feet to a concrete monument found on the west line of said Anarene Investments 1,051.23-acre tract;
- 7) N 30°12'30" E a distance of 2,266.38 feet to a concrete monument found on the west line of said Anarene Investments 1,051.23-acre tract, at a point of curvature of a curve to the right;
- 8) Along said curve to the right an arc distance of 673.49 feet, having a radius of 1,096.00 feet, a central angle of 35°12'29", and a chord which bears N 47°48'39" E a distance of 662.94 feet to a concrete monument found (damaged) on the west line of said Anarene Investments 1,051.23-acre tract;
- 9) N 76°15'59" E a distance of 209.78 feet to a concrete monument found on the west line of said Anarene Investments 1,051.23-acre tract;
- 10) N 76°27'16" E a distance of 304.82 feet to a concrete monument found on the west line of said Anarene Investments 1,051.23-acre tract;
- 11) N 58°07'42" E a distance of 85.31 feet to a 5/8-inch iron rod found on the west line of said Anarene Investments 1,051.23-acre tract;
- 12) N 69°13'30" E a distance of 220.26 feet to a cotton spindle found in the northwest side of a 52" live oak, on the west line of said Anarene Investments 1,051.23-acre tract, from which a 1-1/2-inch iron pipe found bears N 09°17'07" W a distance of 0.64 feet;
- 13) N 74°01'48" E a distance of 195.37 feet to a 3/4-inch iron rod found on the west line of said Anarene Investments 1,051.23-acre tract, at a point of curvature of a curve to the left; and
- 14) Along said curve to the left an arc distance of 139.02 feet, having a radius of 1,979.86 feet, a central angle of 04°01'23", and a chord which bears N 59°58'27" E a distance of 138.99 feet to a 1-inch iron rod found on the west line of said Anarene Investments 1,051.23-acre tract, at the southwest corner of a called 0.112-acre tract as conveyed to Rella W. Brooks by deed recorded in Volume 224, Page 632 of the Deed Records of Hays County, Texas;

THENCE, leaving the east right-of-way line of said Ranch Road 12, with a north line of said Anarene Investments 1,051.23-acre tract, N 85°56'32" E a distance of 31.42 feet to a calculated point on the south line of said Rella Brooks 0.112-acre tract, at the approximate centerline of Barton Creek, for the most northerly corner of said Anarene Investments 1,051.23-acre tract, for the most northerly corner of the herein described tract;

THENCE, with the northerly and easterly lines said Anarene Investments 1,051.23-acre tract, along the approximate centerline of Barton Creek, the following twenty-one (21) courses:

- 1) S 54°06'53" E a distance of 416.52 feet to a calculated angle point;
- 2) S 43°31'40" E a distance of 320.98 feet to a calculated angle point;
- 3) S 71°33'35" E a distance of 162.29 feet to a calculated angle point;
- 4) S 80°15'23" E a distance of 359.62 feet to a calculated angle point;
- 5) N 89°12'39" E a distance of 268.06 feet to a calculated angle point;
- 6) N 71°48'37" E a distance of 226.20 feet to a calculated angle point;
- 7) N 75°52'56" E a distance of 471.86 feet to a calculated angle point;
- 8) S 76°44'48" E a distance of 149.76 feet to a calculated angle point;
- 9) S 51°55'11" E a distance of 99.32 feet to a calculated angle point;
- 10) S 31°00'27" E a distance of 192.83 feet to a calculated angle point;
- 11) S 04°33'09" E a distance of 253.81 feet to a calculated angle point;
- 12) S 08°46'56" W a distance of 358.50 feet to a calculated angle point;
- 13) S 15°06'53" W a distance of 362.97 feet to a calculated angle point;
- 14) S 27°05'38" W a distance of 330.40 feet to a calculated angle point:
- 15) S 44°01'50" W a distance of 364.58 feet to a calculated angle point;
- 16) \$ 23°23'55" W a distance of 114.84 feet to a calculated angle point;
- 17) S 12°27'30" W a distance of 299.12 feet to a calculated angle point;
- 18) S 07°06'56" W a distance of 132.91 feet to a calculated angle point;
- 19) S 10°50'48" E a distance of 166.36 feet to a calculated angle point;

- 20) S 24°03'53" E a distance of 134.10 feet to a calculated angle point; and
- 21) S 32°12'12" E a distance of 162.72 feet to a calculated point at inside corner of a called 46.53-acre tract as conveyed to Mary Taylor Henderson by general warranty deed with reservation of life estate recorded in Document No. 14038509 of the Official Public Records of Hays County, Texas, from which a 1-inch iron pipe found on the east bank of said Barton Creek bears, N 52°49'27" E a distance of 109.28 feet;

THENCE, leaving the approximate center line of said Barton Creek with a east line of said Anarene Investments 1,051.23-acre tract, S 55°46'32" W pass a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found on the west bank of said Barton Creek a distance of 31.68 feet and continuing on for a total distance of 276.23 feet to a 5/8-inch iron rod found at the most westerly southwest corner of said Henderson 46.53-acre tract, at an inside corner of said Anarene Investments 1,051.23-acre tract, for an inside corner of the herein described tract;

THENCE, generally along a fence, with a north line of said Anarene Investments 1,051.23-acre tract, S 61°20′17″ E pass a 1/2-inch iron rod found at the common south corner of said Henderson 46.53-acre tract and a called 26.10-acre tract as conveyed to Virginia Taylor Buckley by Document No. 9921334 of the Official Public Records of Hays County, Texas, at a distance of 279.93 feet and continuing on for a total distance of 466.74 feet to a 1/2-inch iron rod found at an angle point in the south line of said Buckley 26.10-acre tract, for an angle point of the herein described tract;

THENCE, generally along a fence, continuing with a north line of said Anarene Investments 1,051.23-acre tract, S 57°09'59" E a distance of 511.67 feet to a 1/2-inch iron rod found at the south corner of said Buckley 26.10-acre tract, on a west line of a remainder of a called 1,364.31-acre tract as conveyed to Rathgeber Investment Company, Ltd. By special warranty deed with vendor's lien recorded in Document No. 04015659 of the Official Public Records of Hays County, Texas, at the most easterly corner of said Anarene Investments 1,051.23-acre tract, for the most easterly corner of the herein described tract;

THENCE, generally along a fence, with an east line of said Anarene Investments 1,051.23-acre tract and a west line of said Rathgeber Investment 1,364.31-acre remainder tract, S 28°53'40" W a distance of 4,426.46 feet to a 5/8-inch iron rod found at the north corner of a called 29.78-acre tract as conveyed to Anarene Investments. Ltd. by general warranty deed recorded in Volume 2639, Page 400 of the Official Public Records of Hays County, Texas, for an inside corner of the herein described tract;

THENCE, leaving the fenced east line of said Anarene Investments 1,051.23-acre tract, with the east line of said Anarene Investments 29.78-acre tract, S 30°03'24" E a distance of 931.08 feet to a 3/8-inch iron rod found with cap stamped "RPLS 4542" near a fence corner, on a west line of said Rathgeber Investment 1,364.31-acre remainder tract, at the north east corner of a called 291-1/3-acre tract as conveyed to Cynosure Corporation by deed recorded in Volume 258, Page 123 of the Deed Records of Hays County, Texas, for an outside corner of the herein described tract;

THENCE, leaving the west line of said Rathgeber Investment 1,364.31-acre remainder tract, generally along a fence, with the south line of said Anarene Investments 29.78-acre tract, S 60°08'25" W a distance of 1,550.88 feet to a 1/2-inch iron pipe found at the south corner of said Anarene Investments 29.78-acre tract, at the northeast corner of a called 206.2-acre tract as conveyed to Anarene Investments. Ltd. by general warranty deed recorded in Volume 2639, Page 403 of the Official Public Records of Hays County, Texas, being the northwest corner of said Cynosure Corporation 291-1/3-acre tract, for an inside corner of the herein described tract;

THENCE, generally along a fence, with the east line of said Anarene Investments 206.2-acre tract, S 25°43'41" E a distance of 46.72 feet to a 60-D nail found in the root of a dead tree, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 16°46'01" E a distance of 280.41 feet to a 60-D nail found in tree, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 16°48'27" E a distance of 182.38 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 05°13'03" W a distance of 104.30 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 03°37'02" E a distance of 55.04 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 13°33'24" W a distance of 70.61 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 06°06'34" W a distance of 154.54 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 05°52'30" W a distance of 263.33 feet to a disturbed 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 16°02'05" W a distance of 196.54 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 00°43'42" W a distance of 330.59 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 00°08'28" W a distance of 273.70 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 05°46′10" E a distance of 42.66 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 01°49'02" E a distance of 238.81 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 00°49'25" E a distance of 353.56 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 00°12′27" E a distance of 706.00 feet to a 1-1/2-inch iron pipe found, on the west line of said Cynosure Corporation 291-1/3-acre tract, at the south east corner of said Anarene Investments 206.2-acre tract, being the northwest corner of a called 200-acre tract as conveyed to William R. Scott and Bessie E. Scott by deed recorded in Volume 717, Page 229 of the Deed Records of Hays County, Texas, for the most southerly corner of the herein described tract;

THENCE, generally along a fence, with the south line of said Anarene Investments 206.2-acre tract, N 88°40'21" W a distance of 482.13 feet to a 60-D nail found in a dead tree, for an angle point;

THENCE, generally along a fence, with the south line of said Anarene Investments 206.2-acre tract, N 86°02'12" W a distance of 425.10 feet to a 60-D nail found in a tree, for an angle point;

THENCE, generally along a fence, with the south line of said Anarene Investments 206.2-acre tract, N 85°57'22" W a distance of 589.22 feet to a 1/2-inch iron rod found on the north line of said Scott 200-acre tract, at the southeast corner of Lot 28, of the Replat of Lot 2E, Block C, Pound house Hills Section 2 as recorded in Document No. 17007517 of the Official Public Records of Hays County, Texas, for the most southerly southwest corner of the herein described tract, from which a 1-inch iron pipe found on the north line of said Scott 200-acre tract, at a angle point in the south line of said Lot 28 bears, N 85°57'56" W a distance 104.76 feet;

THENCE, generally along a fence, with the west line of said Anarene Investments 206.2-acre tract and the east line of said Replat of Lot 2E, Block C, Poundhouse Hills Section 2, N 36°39'47" W a distance of 483.70 feet to a 1/2-inch iron rod found, for an angle point;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 206.2-acre tract and the east line of said Replat of Lot 2E, Block C, Poundhouse Hills Section 2, N 36°33'08" W pass a 1/2-inch iron rod with cap stamped "4WARD BOUNDARY" at the south easterly terminus of Pecos River Crossing (60' wide right-of-way) as dedicated by said Replat of Lot 2E, Block C, Poundhouse Hills Section 2 at a distance of 581.20 feet, pass a 1/2-inch iron rod with cap stamped "4WARD BOUNDARY" at the north easterly terminus of said Pecos River Crossing at a distance of 641.20 feet and continuing on for a total distance of 778.20 feet to a 1/2" iron rod found at the northeast corner of Lot 35 of said Replat of Lot 2E, Block C, Poundhouse Hills Section 2, being the southeast corner of the remainder of a called 102.479-acre tract as conveyed to Taylor Morrison of Texas, Inc. by special warranty deed recorded in Doc. No. 14019631 of the Official Public Records of Hays County, Texas;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 206.2-acre tract and the east line of said Taylor Morrison 102.479-acre remainder tract, N 42°39'59" W pass a 1/2-inch iron rod with cap stamp "BGE INC" set at the south east corner of Founders Ridge, Section 2A, a subdivision as recorded in Document No. 17005751 of the Official Public Records of Hays County, Texas, being the south easterly terminus of Copper Canyon (60' wide right-of-way) as dedicated by said Founders Ridge, Section 2A at a distance of 1,466.18 feet, pass a 1/2-inch iron rod with cap stamp "BGE INC" set at the north easterly terminus of said Copper Canyon a distance of 1,526.18 feet, and continuing on for a total distance of 1,696.21 feet to a 1/2-inch iron rod found on the west line of said Founders Ridge, Section 2A;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 206.2-acre tract, and the east line of said Founders Ridge, Section 2A, N 42°57'34" W a distance of 763.97 feet to a 1/2-inch iron rod found;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 206.2-acre tract, and the east line of said Founders Ridge, Section 2A, and the east line of Founders Ridge, Section 1, a subdivision as recorded in Volume 18, Page 336 of the Plat Records of Hays County, N 42°27'07" W a distance of 437.18 feet to a 1/2-inch iron rod found at the northwest corner of said Anarene Investments 206.2-acre tract, at the northeast corner of Lot 3, Block A, of said Founders Ridge, Section 1, being on the south line of said Anarene Investments 1,051.23-acre tract, for an inside corner of the herein described tract;

THENCE, generally along a fence, with the south line of said Anarene Investments 1,051.23-acre tract, and the north line of said of said Founders Ridge, Section 1, S 89°37'16" W a distance of 133.08 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the south line of said Anarene Investments 1,051.23-acre tract, S 88°53'52" W a distance of 311.37 feet to a 3/4-inch iron bar found at the southwest corner of a called 12.22-acre tract as conveyed to J.F. Glosson, Jr. by deed recorded in Volume 207, Page 329 of the Deed Records of Hays County, Texas, at the most southerly southwest corner of said Anarene Investments 1,051.23-acre tract, for an outside corner of the herein described tract;

THENCE, generally along a fence, with a west line of said Anarene Investments 1,051.23-acre tract, and the east line of said J.F. Glosson, Jr. 12.22-acre tract, N 01°52'37" W a distance of 630.02 feet to a 3/4-inch iron rod found under a fence at the common east corner of said J.F. Glosson, Jr. 12.22-acre tract and a called 21.126-acre tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by deed of gift recorded in Volume 571, Page 307 of Real Property Records of Hays County, Texas, for an outside corner of the herein described tract;

THENCE, generally along a fence, with a northerly line of said Anarene Investments 1,051.23-acre tract, and a southerly line of said D.S.I.S.D. 21.126-acre tract, N 75°23'13" E a distance of 295.08 feet to a 1/2-inch iron rod found, for an angle point;

THENCE, generally along a fence, continuing with a northerly line of said Anarene Investments 1,051.23-acre tract, and a southerly line of said D.S.I.S.D. 21.126-acre tract, N 65°41'55" E a distance of 427.16 feet to a disturbed 1/2-inch iron rod found at the most easterly south corner of said D.S.I.S.D. 21.126-acre tract, for an inside corner of the herein described tract;

THENCE, generally along a fence, with a west line of said Anarene Investments 1,051.23-acre tract, and an east line of said D.S.I.S.D. 21.126-acre tract, N 03°44'39" E a distance of 370.39 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at the southwest corner of a 90,000-square foot tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by deed of gift recorded in Volume 1489, Page 61 of Official Public Records of Hays County, Texas, for an outside corner of the herein described tract;

THENCE, leaving the fenced west line of said Anarene Investments 1,051.23-acre tract, crossing over and across said Anarene Investments 1,051.23-acre tract, with the south line of said D.S.I.S.D. 90,000 square foot tract, S 85°02'09" E a distance of 300.00 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at the southeast corner of said D.S.I.S.D. 90,000 square foot tract, for an inside corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, with the east line of said D.S.I.S.D. 90,000 square foot tract, N 03°44′39" E a distance of 300.00 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at the northeast corner of said D.S.I.S.D. 90,000 square foot tract, for an inside corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, with the north line of said D.S.I.S.D. 90,000 square foot tract, N 85°02'09" W, pass a 1/2-inch iron rod found in concrete near a fence corner at the common north corner of said D.S.I.S.D. 90,000 square foot tract and said D.S.I.S.D. 21.126-acre tract at a distance of 300.00 feet, and continuing on with the north line of said D.S.I.S.D. 21.126-acre tract and a south line of said Anarene Investments 1,051.23-acre tract for a total distance of 649.54 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at the southeast corner of a called 0.138-acre tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by warranty deed recorded in Volume 626, Page 293 of the Real Property Records of Hays County, Texas, for an inside corner of the herein described tract, from which a 1/2-inch iron rod found at or near a fence corner bears, N 84°19'25" W a distance of 3.39 feet;

THENCE, with a west line of said Anarene Investments 1,051.23-acre tract, and the east line of said D.S.I.S.D. 0.138-acre tract, N 04°57′51" E a distance of 50.00 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at the northeast corner of said D.S.I.S.D. 0.138-acre tract, from which a 1/2-inch iron rod found at or near a fence corner bears, N 88°51′36" W a distance of 3.35 feet;

THENCE, with a south line of said Anarene Investments 1,051.23-acre tract, and a north line of said D.S.I.S.D. 0.138-acre tract, N 85°02'09" W a distance of 120.00 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set on the west line of said D.S.I.S.D. 21.126-acre tract, at the northwest corner of said D.S.I.S.D. 0.138-acre tract, from which a 1/2-inch iron rod found at or near a fence corner bears, N 89°05'52" W a distance of 3.40 feet;

THENCE, with a west line of said Anarene Investments 1,051.23-acre tract, and an east line of said D.S.I.S.D. 21.126-acre tract, N 04°57′51″ E a distance of 39.82 feet to a 1/2-inch iron rod found near a fence corner, at an outside corner of said D.S.I.S.D. 21.126-acre tract;

THENCE, with a south line of said Anarene Investments 1,051.23-acre tract, and a north line of said D.S.I.S.D. 21.126-acre tract, N 85°02'09" W a distance of 418.62 feet to the **POINT OF BEGINNING**.

SAVE & EXCEPT THE FOLLOWING TRACT OF LAND:

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

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with cap stamp "BGE INC" set on the east right-of-way line of Ranch Road 12, (100' wide right-of-way), being the common most westerly corner of the above described Anarene Investments 1,051.23-acre tract and a called 21.126-acre tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by deed of gift recorded in Volume 571, Page 307 of Real Property Records of Hays County, Texas; Thence, leaving the east right-of-way line of Ranch Road 12 and crossing over and across said Anarene Investments 1,051.23-acre tract, N 48°15'26" E a distance of 3,883.45 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for the most southerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, N 62°25'51" W a distance of 365.40 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, along said curve to the right, an arc distance of 233.67 feet, having a radius of 485.00 feet, a central angle of 27°36′16″ and a chord which bears N 48°37′43″ W a distance of 231.41 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of tangency;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract and crossing over and across the above described Hill 73.69-acre tract, N 34°49'35" W a distance of 267.91 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for a point of curvature of a curve to the left;

THENCE, continuing over and across said Hill 73.69-acre tract, along said curve to the left, an arc distance of 333.28 feet, having a radius of 1015.00 feet, a central angle of 18°48'48" and a chord which bears N 44°13'58" W a distance of 331.78 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at a point of reverse curvature;

THENCE, continuing over and across said Hill 73.69-acre tract, along said curve to the right, an arc distance of 38.55 feet, having a radius of 25.00 feet, a central angle of 88°20'36" and a chord which bears N 09°28'04" W a distance of 34.84 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of tangency, for the most westerly corner of the herein described tract;

THENCE, continuing over and across said Hill 73.69-acre tract, N 34°42'14" E a distance of 612.89 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said Hill 73.69-acre tract and crossing over and across said Anarene Investments 1,051.23-acre tract, along said curve to the right, an arc distance of 168.56 feet, having a radius of 465.00 feet, a central angle of 20°46'10"and a chord which bears N 45°05'19" E a distance of 167.64 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of tangency;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, N 55°28'23" E a distance of 1,126.40 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for the most northerly corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, S 13°35'57" E a distance of 353.90 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for an angle point;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, S 44°59'39" E a distance of 147.28 feet to a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found at the most northerly northeast corner of said Hill 73.69-acre tract;

THENCE, with a east line of said Hill 73.69-acre tract and a west line of said Anarene Investments 1,051.23-acre tract, S 13°46'47" E a distance of 413.12 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for the most easterly corner of the herein described tract, from which a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found at an angle point in the east line of said Hill 73.69-acre tract bears, S 13°46'47" E a distance of 192.95 feet;

THENCE, leaving the west line of said Anarene Investments 1,051.23-acre tract and crossing over and across said Hill 73.69-acre tract, S 88°54'34" W a distance of 262.83 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an interior corner of the herein described tract;

THENCE, continuing over and across said Hill 73.69-acre tract and crossing over and across said Anarene Investments 1,051.23-acre tract, S 02°39'33" E a distance of 903.84 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an exterior corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract and crossing over and across said Hill 73.69-acre tract, N 64°51'14" W a distance of 290.58 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an interior corner of the herein described tract;

THENCE, continuing over and across said Hill 73.69-acre tract and crossing over and across said Anarene Investments 1,051.23-acre tract, S 35°05'06" W a distance of 538.90 feet to the **POINT OF BEGINNING.**

The net acreage of the herein described tract of land contains 1,240.674 acres of land, more or less.

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

11/19/2018 Date

Jonathan O. Nobles RPLS No. 5777

BGE, Inc.

7000 North Mopac, Suite 330

Austin, Texas 78731

Telephone: (512) 879-0400

TBPLS Licensed Surveying Firm No. 10106502

Date: November 19, 2018

Project No.: 5955-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 3.

	LINE TABLE				
NUMBER	BEARING	DISTANCE			
L1	N 14°28'39" E	1,624.68'			
L2	N 29"11'41" E	1,489.16			
L3	N 52 ⁻ 28'45" E	415.50'			
L4	N 30°12'30" E	2,266.38			
L5	N 76"15'59" E	209.78'			
L6	N 76°27'16" E	304.82'			
L7	N 58'07'42" E	85.31*			
L8	N 6913'30" E	220.26			
L9	N 74'01'48" E	195.37'			
L10	N 85*56'32" E	31.42'			
L11	S 54*06'53" E	416.52'			
L12	S 43°31'40" E	320.98'			
L13	S 71°33'35" E	162.29'			
L14	S 80°15′23" E	359.62'			
L15	N 89*12'39" E	268.06'			
L16	N 71°48'37" E	226.20'			
L17	N 75*52'56" E	471.86'			
L18	S 76°44'48" E	149.76			
L19	S 51*55'11" E	99.32'			
L20	S 31.00,27" E	192.83'			
L21	S 04'33'09" E	253.81'			
L22	S 08°46′56" W	358.50'			
L23	S 15'06'53" W	362.97'			
L24	S 27°05'38" W	330.40'			
L25	S 44°01'50" W	364.58'			
L26	S 23°23'55" W	114.84'			
L27	S 12°27'30" W	299.12'			
L28	S 07'06'56" W	132.91'			

LINE TABLE				
NUMBER	BEARING	DISTANCE		
L29	S 10.50,48" E	166.36'		
L30	S 24.03.53" E	134.10'		
L31	S 32'12'12" E	162.72'		
L32	S 55°46'32" W	276.23		
L33	S 61°20'17" E	466.74		
L34	S 57*09'59" E	511.67'		
L35	S 28'53'40" W	4,426.46'		
L36	S 30°03'24" E	931.08'		
L37	S 60°08'25" W	1,550.88'		
L38	S 25'43'41" E	46.72'		
L39	S 16'46'01" E	280.41		
L40	S 16*48'27" E	182.38'		
L41	S 0513'03" W	104.30'		
L42	S 03*37'02" E	55.04		
L43	S 13*33'24" W	70.61'		
L44	S 06°06'34" W	154.54'		
L45	S 05*52'30" W	263.33'		
L46	S 16°02'05" W	196.54'		
L47	S 00°43'42" W	330.59'		
L48	S 00.08,28, M	273.70'		
L49	S 05'46'10" E	42.66'		
L50	S 01°49'02" E	238.81'		
L51	S 00°49'25" E	353.56'		
L52	S 00°12'27" E	706.00'		
L53	N 88*40'21" W	482.13'		
L54	N 86°02'12" W	425.10'		
L55	N 85°57'22" W	589.22'		
L56	N 36°39'47" W	483.70'		

LINE TABLE				
NUMBER	BEARING	DISTANCE		
L57	N 36°33'08" W	778.20'		
L58	N 42*39'59" W	1,696.21		
L59	N 42°57'34" W	763.97'		
L60	N 42°27'07" W	437.18'		
L61	S 89*37'16" W	133.08'		
L62	S 88*53'52" W	311.37'		
L63	N 01'52'37" W	630.02'		
L64	N 75°23′13" E	295.08'		
L65	N 65'41'55" E	427.16'		
L66	N 03'44'39" E	370.39		
L67	S 85*02'09" E	300.00'		
L68	N 03'44'39" E	300.00'		
L69	N 85*02'09" W	649.54		
L70	N 04*57'51" E	50.00'		
L71	N 85*02'09" W	120.00'		
L72	N 04*57'51" E	39.82		
L73	N 85°02'09" W	418.62'		
L74	N 62°25'51" W	365.40'		
L75	N 34°49'35" W	267.91		
L76	N 34°42'14" E	612.89		
L77	N 55°28'23" E	1,126.40'		
L78	S 13 ⁻ 35 ['] 57" E	353.90'		
L79	S 44*59'39" E	147.28'		
L80	S 13°46'47" E	413.12'		
L81	S 88'54'34" W	262.83'		
L82	S 02*39'33" E	903.84'		
L83	N 64 ⁻ 51 ['] 14" W	290.58'		
L84	S 35°05'06" W	538.90'		

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	722.05	2,896.00	14*17'07"	N 21°49′46" E	720.18'
C2	756.40'	1,861.00'	2317'16"	N 40°49'43" E	751.20'
C3	576.84'	1,478.00'	22"21'42"	N 41°21'34" E	573.19'
C4	673.49'	1,096.00	35"12'29"	N 47*48'39" E	662.94'
C5	139.02'	1,979.86'	4"01'23"	N 59'58'27" E	138.99'
C6	233.67'	485.00'	27*36'16"	N 48°37'43" W	231.41'
C7	333.28'	1,015.00'	18°48'48"	N 4413'58" W	331.78'
C8	38.55'	25.00'	88*20'36"	N 09°28'04" W	34.84'
C9	168.56'	465.00'	20'46'10"	N 45°05'19" E	167.64



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Firm No. 10106502

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SCALE: 1"=2000' SHEET 1 2

OF 12

Item 3.

DESCRIPTION OF A 218.352 ACRE TRACT OF LAND HAYS COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE GEORGE W. LINDSAY SURVEY NO. 138, ABSTRACT NO. 289 AND THE EDWARD W. BROWN SURVEY NO. 136, ABSTRACT NO. 44, SITUATED IN HAYS COUNTY, TEXAS; BEING A PORTION OF A CALLED 226.11 ACRE TRACT AND ALL OF A CALLED 17.80 ACRE TRACT DESCRIBED AS TRACTS 5 AND 6, RESPECTIVELY, AS CONVEYED TO ANARENE INVESTMENTS, LTD BY GENERAL WARRANTY DEED RECORDED IN VOLUME 2639, PAGE 420 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a TxDOT Type II Monument found on the westerly right-of-way line of Ranch Road 12 (right-of-way varies), at the most easterly corner of a called 64.2441 acre tract as conveyed to the City of Dripping Springs by instrument recorded in Volume 3326, Page 857 of the Official Public Records of Hays County, Texas, being on the south line of the above described Anarene Investments 226.11-acre tract, said monument being the northwest corner of a 0.126-acre right-of-way tract as conveyed to The State of Texas by instrument recorded in Volume 1089, Page 294 of the Official Public Records of Hays County, Texas, for the **POINT OF BEGINNING** of the herein described tract, from which a TxDOT Type II Monument found for reference bears S 19°17'01" W a distance of 315.35 feet;

THENCE, with the south line of said Anarene Investments 226.11-acre tract and the north line of said City of Dripping Springs 64.2441-acre tract, N 28°12'34" W a distance of 302.29 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the south corner of a called 25.7398 acre tract as conveyed to the City of Dripping Springs by instrument recorded in Volume 4467, Page 509 of the Official Public Records of Hays County, Texas, for an exterior corner of the herein described tract, from which a 1/2-inch iron rod found at an angle point on the south line of said City of Dripping Springs 25.7398-acre tract bears N 28°12'34" W a distance of 363.28 feet;

THENCE, generally along a fence, with the east line of said City of Dripping Springs 25.7398-acre tract, N 14°36′11″ E a distance of 1,470.07 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the northeast corner of said City of Dripping Springs 25.7398-acre tract, for an interior corner of the herein described tract;

THENCE, generally along a fence, with the northeast line of said City of Dripping Springs 25.7398-acre tract, N 49°13'14" W a distance of 598.82 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the most northerly corner of said City of Dripping Springs 25.7398-acre tract, for an interior corner of the herein described tract;

THENCE, generally along a fence, with the northwest line of said City of Dripping Springs 25.7398-acre tract, S 45°59'38" W a distance of 1,153.28 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the north line of said City of Dripping Springs 64.2441-acre tract, at the west corner of said City of Dripping Springs 25.7398-acre tract, for an exterior corner of the herein described tract;

THENCE, generally along a fence, with the south line of said Anarene Investments 226.11-acre tract and the north line of said City of Dripping Springs 64.2441-acre tract, N 46°55'44" W a distance of 2,051.75 feet to a 1/2-inch iron rod found at the most northerly corner of said City of Dripping Springs 64.2441-acre tract, at the northeast corner of a called 62.03 acre tract as conveyed to Anne Elliece Davison and Glenn Travis Coode by instrument recorded in Document No. 17036564 of the Official Public Records of Hays County, Texas;

THENCE, generally along a fence, with the south line of said Anarene Investments 226.11-acre tract and the north line of said Davison-Coode 62.03-acre tract, N 46°51'16" W a distance of 1,500.80 feet to a 1/2-inch iron rod found on the east line of Lot 123-B, Resubdivision of Tract 123, Springlake, a subdivision as recorded in Book 9, Page 219 of the Plat Records of Hays County, Texas, at the northwest corner of said Davison-Coode 62.03-acre tract, being at the southwest corner of said Anarene Investments 226.11-acre tract, for the southwest corner of the herein described tract;

THENCE, generally along a fence, with the west line of said Anarene Investments 226.11-acre tract and the east line of said Lot 123-B, N 01°08'13" W a distance of 453.57 feet to a 1/2-inch iron rod found at the northeast corner of said Lot 123-B, being at the southeast corner of that certain 4.92-acre tract described as Tract 124, as conveyed to William and Penny Fairchild by instrument recorded in Volume 2598, Page 516 of the Official Public Records of Hays County, Texas;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 226.11-acre tract and the east line of said Fairchild 4.92-acre tract, N 01°07'53" W a distance of 460.08 feet to a 1/2-inch iron rod found at the northeast corner of said Fairchild 4.92-acre tract, at the southeast corner of Lot 125B-1, Replat of Tract 125A, B & C, Springlake, a subdivision as recorded in Volume 13, Page 388 of the Plat Records of Hays County, Texas;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 226.11-acre tract and the east line of said Lot 125B-1, N 00°54'14" W a distance of 336.16 feet to a 1/2-inch iron rod found at the northeast corner of said Lot 125B-1, at the southeast corner of that certain 5.00-acre tract described as Tract 126-A, as conveyed to Cary and Shara Meyers by instrument recorded in Volume 1056, Page 313 of the Official Public Records of Hays County, Texas;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 226.11-acre tract and with the east line of said Meyers 5.00-acre tract, N 00°45'39" W a distance of 332.73 feet to a 1/2-inch iron rod found at the northeast corner of said Meyers 5.00-acre tract, at the southeast corner of a called 3.898-acre tract as conveyed to Marc Lamoreaux by instrument recorded in Document No. 14029699 of the Official Public Records of Hays County, Texas;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 226.11-acre tract and with the east line of said Lamoreaux 3.898-acre tract, N 00°33'39" W a distance of 69.38 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the southwest corner of a called 8.487-acre tract as conveyed to Joe and Karen Thompson by instrument recorded in Document No. 9702850 of the Official Public Records of Hays County, Texas, at the northwest corner of said Anarene Investments 226.11-acre tract, for the northwest corner of the herein described tract;

THENCE, generally along a fence, with the north line of said Anarene Investments 226.11-acre tract the following six (6) courses:

- 1) With the south line of said Thompson 8.487-acre tract, S 60°44'38" E a distance of 415.44 feet to a 1/2-inch iron rod found at the southwest corner of a called 13.108-acre tract as conveyed to David and Gena Baley by instrument recorded in Volume 1113, Page 715 of the Official Public Records of Hays County, Texas;
- 2) With the south line of said Baley 13.108-acre tract, S 60°41'05" E a distance of 789.57 feet to a 1/2-inch iron rod found at the southwest corner of a called 15.00-acre tract as conveyed to William and Margaret Crews by instrument recorded in Document No. 03030453 of the Official Public Records of Hays County, Texas;
- 3) With the south line of said Crews 15.00-acre tract, S 60°42'09" E a distance of 955.59 feet to a 1/2-inch iron rod found at the southwest corner of a called 11.992-acre tract as conveyed to John Fuquay by instrument recorded in Volume 397, Page 100 of the Deed Records of Hays County, Texas;
- 4) With the south line of said Fuquay 11.992-acre tract, S 60°27'57" E a distance of 707.23 feet to a 1/2-inch iron rod found at the southwest corner of a called 8.356-acre tract as conveyed to Leon & Elin Tosse by instrument recorded in Document No. 80015038 of the Official Public Records of Hays County, Texas;
- 5) With the south line of said Tosse 8.356-acre tract, S 60°46'51" E a distance of 601.45 feet to a 1/2-inch iron rod found at the southwest corner of a called 4.83-acre tract as conveyed to Everett and Karen Valdez by instrument recorded in Volume 1018, Page 833 of the Official Public Records of Hays County, Texas; and
- 6) Partly with the south line of said Valdez 4.83-acre tract, S 60°36'41" E a distance of 1,333.96 feet to a 1/2-inch iron rod found at the southeast corner of a called 10.30-acre tract as conveyed to Jeff and Cyndi Bode by instrument recorded in Volume 1498, Page 335 of the Official Public Records of Hays County, Texas, at the most southerly southwest corner of said Anarene Investments 17.80-acre tract, for an interior corner of the herein described tract;

THENCE, generally along a fence, with the easterly line of said Bode 10.30-acre tract and the westerly line of said Anarene investments 17.80-acre tract, the following three (3) courses:

- 1) N 29°07'24" E a distance of 406.60 feet to a 1/2-inch iron rod found for corner;
- 2) N 63°03'43" W a distance of 425.17 feet to a 1/2-inch iron rod found for corner; and
- 3) N 29°12'20" E, pass a 1/2-inch iron rod found for reference at a distance of 385.21 feet and continuing on for a total distance of 410.41 feet to a calculated point at the center of a 50-foot wide road easement (known as Shelton Ranch Road) as referenced on Hannah Hill Subdivision plat, as recorded in Volume 7, Page 281, Plat Records of Hays County, Texas, on the south line of said Shelton Ranch Road Right-of-Way (30' right-of-way) as dedicated by said Hannah Hill subdivision plat, at the northwest corner of said Anarene Investments 17.80-acre tract, for an exterior corner of the herein described tract;

THENCE, along the center of said 50' road easement, with the northerly line of said Anarene Investments 17.80-acre tract and the southerly line of said Hannah Hill Subdivision right-of-way dedication, the following five (5) courses:

- 1) S 68°08'51" E a distance of 21.24 feet to a 60D nail found at a point of curvature of a curve to the left;
- 2) Along said curve to the left an arc distance of 192.46 feet, having a radius of 288.51 feet, a central angle of 38°13'14" and a chord which bears S 87°17'39" E a distance of 188.91 feet to a 60D nail found for corner;
- 3) N 73°35'59" E a distance of 544.90 feet to a 60D nail found at a point of curvature of a curve to the right;
- 4) Along said curve to the right an arc distance of 192.48 feet, having a radius of 278.91 feet, a central angle of 39°32'26" and a chord which bears S 86°37'44" E a distance of 188.68 feet to a 60D nail found for corner; and
- 5) S 66°58'50" E a distance of 109.09 feet to a calculated point at the intersection with the west right-of-way line of said Ranch Road 12, at the northeast corner of said Anarene Investments 17.80-acre tract, for the northeast corner of the herein described tract;

THENCE, with the east line of said Anarene Investments 17.80-acre tract and the west right-of-way line of said Ranch Road 12, along a curve to the left an arc distance of 22.14 feet, having a radius of 1961.00 feet, a central angle of 00°38'49" and a chord which bears S 29°30'17" W a distance of 22.14 feet to a TxDOT Type I concrete monument found for corner;

THENCE, continuing with the east line of said Anarene Investments 17.80-acre tract and the west right-of-way line of said Ranch Road 12, S 29°11'41" W, pass a 1-inch iron pipe found at the northeast corner of said Anarene Investments 226.11-acre tract at a distance of 1,349.20 feet, and continuing on for a total distance of 1,489.20 feet to a TxDOT Type I concrete monument found at a point of curvature of a curve to the left;

THENCE, continuing with the east line of said Anarene Investments 226.11-acre tract and the west right-of-way line of said Ranch Road 12, along said curve to the left an arc distance of 746.98 feet, having a radius of 2,996.00 feet, a central angle of 14°17'07", and a chord which bears S 21°50'01" W a distance of 745.05 feet to a TxDOT Type I concrete monument found for corner;

THENCE, continuing with the east line of said Anarene Investments 226.11-acre tract and the west right-of-way line of said Ranch Road 12, S 14°28'39" W a distance of 1,975.67 feet to a 1/2-inch iron rod set with cap stamped "BGE, Inc." at a point of curvature of a curve to the right, from which a TxDOT Type I concrete monument found for reference bears N 59°27'59" W a distance of 4.21 feet, also from which a TxDOT Type I concrete monument found on the east right-of-way line of said Ranch Road 12 bears S 75°30'33" E a distance of 100.00 feet;

THENCE, continuing with the east line of said Anarene Investments 226.11-acre tract and the west right-of-way line of said Ranch Road 12, along said curve to the right an arc distance of 98.26 feet, having a radius of 2,815.00 feet, a central angle of 02°00'00" and a chord which bears S 15°29'27" W a distance of 98.25 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for the southeast corner of the herein described tract;

THENCE, with the southerly line of said Anarene Investments 226.11-acre tract and a cut-back portion of the west right-of-way line of said Ranch Road 12, N 28°34'13" W a distance of 28.76 feet to the **POINT OF BEGINNING** and containing 218.352 acres of land, more or less.

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

Date

Jonathan O. Nobles RPLS No. 5777

BGE, Inc.

7000 North Mopac, Suite 330

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Telephone: (512) 879-0400

TBPLS Licensed Surveying Firm No. 10106502

Date: December 11, 2018

Project No.: 5955-00

83

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 3.

LINE TABLE				
NUMBER	BEARING	DISTANCE		
L1	N 2812'34" W	302.29'		
L2	N 14'36'11" E	1,470.07		
L3	N 49'13'14" W	598.82'		
L4	S 45'59'38" W	1,153.28'		
L5	N 46'55'44" W	2,051.75		
L6	N 46'51'16" W	1,500.80'		
L7	N 01'08'13" W	453.57'		
L8	N 01°07′53" W	460.08'		
L9	N 00'54'14" W	336.16'		
L10	N 00°45'39" W	332.73'		
L11	N 00'33'39" W	69.38'		
L12	S 60°44'38" E	415.44'		
L13	S 60'41'05" E	789.57'		

LINE TABLE				
NUMBER	BEARING	DISTANCE		
L14	S 60'42'09" E	955.59'		
L15	S 60°27'57" E	707.23'		
L16	S 60'46'51" E	601.45		
L17	S 60°36'41" E	1,333.96		
L18	N 29'07'24" E	406.60'		
L19	N 63°03'43" W	425.17'		
L20	N 29'12'20" E	410.41		
L21	S 68'08'51" E	21.24'		
L22	N 73'35'59" E	544.90'		
L23	S 66°58'50" E	109.09'		
L24	S 29'11'41" W	1,489.20'		
L25	S 14'28'39" W	1,975.67		
L26	N 28'34'13" W	28.76'		

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	192.46'	288.51'	38'13'14"	S 87'17'39" E	188.91
C2	192.48	278.91'	39°32'26"	S 86'37'44" E	188.68'
C3	22.14'	1,961.00'	0°38'49"	S 29'30'17" W	22.14'
C4	746.98'	2,996.00'	14'17'07"	S 21'50'01" W	745.05
C5	98.26'	2,815.00'	2*00'00"	S 15'29'27" W	98.25'



BGE, Inc.

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SHEET

SCALE: 1"=1000"

DESCRIPTION OF A 43.328 ACRE TRACT OF LAND HAYS COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE PHILIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, THE MARCUS D. RAPER SURVEY NO. 37, ABSTRACT NO. 394, THE ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148 AND THE EDWARD W. BROWN SURVEY NO. 136, ABSTRACT NO. 44, SITUATED IN HAYS COUNTY, TEXAS; BEING A PORTION OF A 977.54 ACRE TRACT AS DESCRIBED IN GENERAL WARRANTY DEED CONVEYED TO ANARENE INVESTMENTS, LTD. AS RECORDED IN VOLUME 2639, PAGE 410 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 67.776 ACRE TRACT AS DESCRIBED IN SPECIAL WARRANTY DEEDS CONVEYED TO ANARENE INVESTMENTS, LTD. AS RECORDED IN VOLUME 3958, PAGE 629 AND VOLUME 3958, PAGE 699, BOTH OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. AND BEING ALL OF THAT CALLED 2.304 ACRE TRACT AS DESCRIBED IN GENERAL WARRANTY DEED CONVEYED TO JOHN GRAHAM HILL AS RECORDED IN DOCUMENT NUMBER 05005107 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING ALL OF THAT CALLED 2.30 ACRE TRACT AS DESCRIBED IN GENERAL WARRANTY DEED CONVEYED TO MELINDA HILL PERRIN AS RECORDED IN DOCUMENT NUMBER 80027016 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING ALL OF THAT CALLED 1.31 ACRE TRACT AS DESCRIBED IN SPECIAL WARRANTY DEED CONVEYED TO JOHN GRAHAM HILL AND MELINDA HILL PERRIN AS RECORDED IN DOCUMENT NUMBER 16043631 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with cap stamp "BGE INC" set on the east right-of-way line of Ranch Road 12, (100' wide right-of-way), being the common most westerly corner of the above described Anarene Investments 977.54-acre tract and a called 21.126-acre tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by deed of gift recorded in Volume 571, Page 307 of Real Property Records of Hays County, Texas, from which a 80-D nail found bears, S 80°14'54" E a distance of 0.54 feet, and from which a concrete monument found on east right-of-way line of said Ranch Road 12 bears, S 14°28'39" W a distance of 350.43 feet; Thence, leaving the east right-of-way line of Ranch Road 12 and crossing over and across said Anarene Investments 977.54-acre tract, N 48°15'26" E a distance of 3,883.45 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for the most southerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract, N 62°25'51" W a distance of 365.40 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract, along said curve to the right, an arc distance of 233.67 feet, having a radius of 485.00 feet, a central angle of 27°36'16" and a chord which bears N 48°37'43" W a distance of 231.41 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of tangency;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract and crossing over and across the above described Anarene Investments 67.776-acre tract, N 34°49'35" W a distance of 267.91 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for a point of curvature of a curve to the left;

THENCE, continuing over and across said Anarene Investments 67.776-acre tract, along said curve to the left, an arc distance of 333.28 feet, having a radius of 1015.00 feet, a central angle of 18°48'48" and a chord which bears N 44°13'58" W a distance of 331.78 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at a point of reverse curvature;

THENCE, continuing over and across said Anarene Investments 67.776-acre tract, along said curve to the right, an arc distance of 38.55 feet, having a radius of 25.00 feet, a central angle of 88°20'36" and a chord which bears N 09°28'04" W a distance of 34.84 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of tangency, for the most westerly corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 67.776-acre tract, N 34°42'14" E a distance of 612.89 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said Anarene Investments 67.776-acre tract and crossing over and across said Anarene Investments 977.54-acre tract, along said curve to the right, an arc distance of 168.56 feet, having a radius of 465.00 feet, a central angle of 20°46′10″and a chord which bears N 45°05′19″ E a distance of 167.64 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of tangency;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract, N 55°28'23" E a distance of 1,126.40 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for the most northerly corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract, S 13°35'57" E a distance of 353.90 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for an angle point;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract, S 44°59'39" E a distance of 147.28 feet to a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found at the most northerly northeast corner of said Anarene Investments 67.776-acre tract;

THENCE, with a east line of said Anarene Investments 67.776-acre tract and a west line of said Anarene Investments 977.54-acre tract, S 13°46'47" E a distance of 413.12 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for the most easterly corner of the herein described tract, from which a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found at an angle point in the east line of said Anarene Investments 67.776-acre tract bears, S 13°46'47" E a distance of 192.95 feet;

THENCE, leaving the west line of said Anarene Investments 977.54-acre tract and crossing over and across said Anarene Investments 67.776-acre tract, S 88°54'34" W a distance of 262.83 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an interior corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 67.776-acre tract and crossing over and across said Anarene Investments 977.54-acre tract, S 02°39'33" E a distance of 903.84 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an exterior corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract and crossing over and across said Anarene Investments 67.776-acre tract, N 64°51'14" W a distance of 290.58 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an interior corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 67.776-acre tract and crossing over and across said Anarene Investments 977.54-acre tract, S 35°05'06" W a distance of 538.90 feet to the **POINT OF BEGINNING** and containing 43.328 acres of land, more or less.

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

Jonathan O. Nobles RPLS No. 5777

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TBPLS Licensed Surveying Firm No. 10106502

Date: November 19, 2018 Revised: August 30, 2019

Project No.: 5955-00

Page 3 of 5

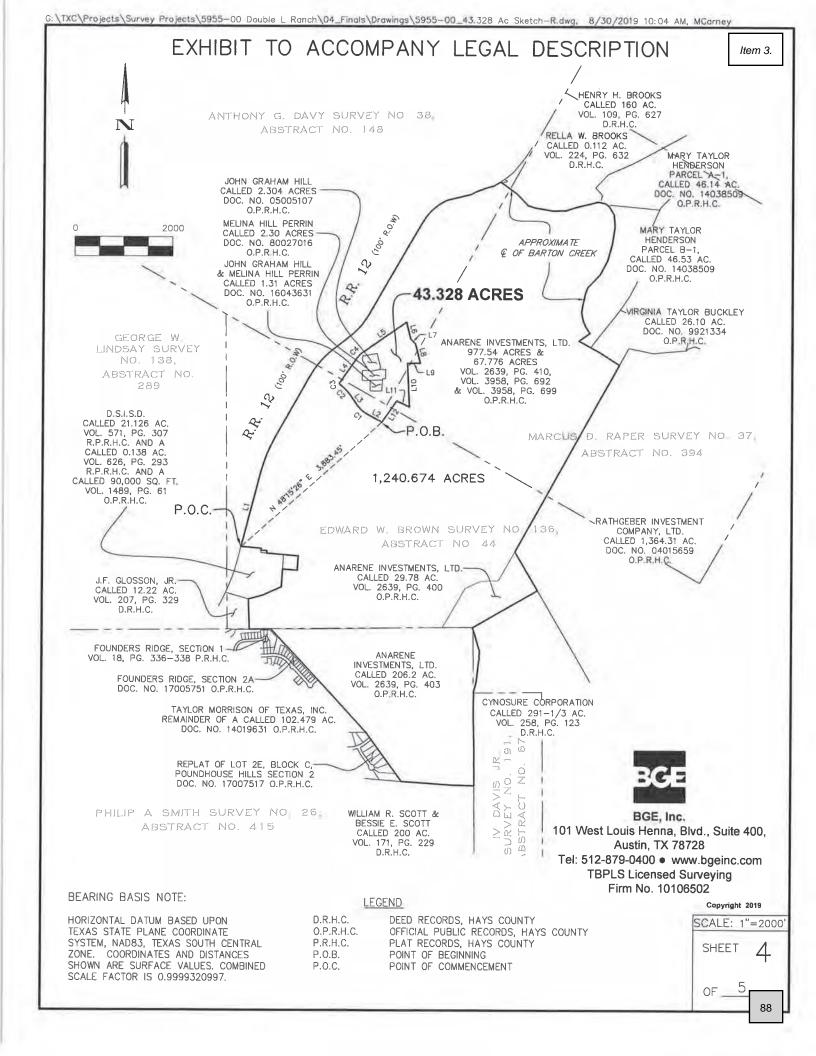


EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 3.

LINE TABLE				
NUMBER	BEARING	DISTANCE		
L1	N 14°28'39" E	1,624.68'		
L2	N 62°25'51" W	365.40'		
L3	N 34°49'35" W	267.91		
L4	N 34°42'14" E	612.89'		
L5	N 55°28'23" E	1,126.40'		
L6	S 13°35'57" E	353.90'		
L7	S 44*59'39" E	147.28'		
L8	S 13'46'47" E	413.12'		
L9	S 88*54'34" W	262.83'		
L10	S 02'39'33" E	903.84'		
L11	N 64*51'14" W	290.58'		
L12	S 35°05'06" W	538.90'		

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	233.67'	485.00'	27"36'16"	N 48°37'43" W	231.41
C2	333.28'	1,015.00'	18 ⁻ 48'48"	N 44°13'58" W	331.78'
C3	38.55'	25.00'	88°20'36"	N 09°28'04" W	34.84*
C4	168.56'	465.00'	20'46'10"	N 45°05'19" E	167.64



BGE, Inc. 101 West Louis Henns Blvd., Suite 400,

Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com

TBPLS Licensed Surveying
Firm No. 10106502

Copyright 2019

SCALE: 1":	=2000'
SHEET	5
of5	90

DRIPPING SPINGS I.S.D. 89,980 SQ. FT. JOB NO. 7540-00

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 89,980 SQUARE FOOT (2.066 ACRES) TRACT OF LAND OUT OF THE EDWARD W. BROWN SURVEY NO. 136, ABSTRACT NO. 44, SITUATED IN HAYS COUNTY, TEXAS; BEING ALL OF THAT CALLED 90,000 SQUARE FOOT TRACT CONVEYED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT BY DEED OF GIFT RECORDED IN VOLUME 1489, PAGE 61 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod in concrete found on a southerly line of a called 223.556 acre tract as conveyed to Double L Development, LLC by special warranty deed recorded in Document Number 19035343 of the Official Public Records of Hays County, Texas, at the most easterly northeast corner of a called 21.126 acre tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by deed of gift recorded in Volume 571, Page 307 of Real Property Records of Hays County, Texas, being the northwest corner of the above described D.S.I.S.D. 90,000-square foot tract, for the northwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found at the most easterly southeast corner of said D.S.I.S.D. 21.126-acre tract bears S 03°44'39" W a distance of 670.39 feet;

THENCE, with the southerly line of said Double L Development, LLC, 223.556-acre tract, and the north line of said D.S.I.S.D. 90,000-square foot tract, S 85° 02' 09" E for a distance of 300.00 feet to a 1/2-inch iron rod w/cap stamped "BGE INC" set at a southerly corner of said Double L Development, LLC, 223.556-acre tract, for the northeast corner of the herein described tract.

THENCE, leaving the southerly line of said Double L Development, LLC, 223.556-acre tract, with a westerly line of the remainder of a called 1,240.674 acre tract as conveyed to LL Ranch Investments, LP by special warranty deed recorded in Document Number 19035342 of the Official Public Records of Hays County, Texas, and the east line of said D.S.I.S.D. 90,000-square foot tract, S 03° 44′ 39″ W for a distance of 300.00 feet to a 1/2-inch iron rod w/cap stamped "BGE INC" set for the southeast corner of the herein described tract.

THENCE, with a northerly line of said LL Ranch Investments, LP 1,240.674-acre remainder tract, and the south line of said D.S.I.S.D. 90,000-square foot tract, N 85° 02' 09" W for a distance of 300.00 feet to a 1/2-inch iron rod w/cap stamped "BGE INC" set on the east line of said D.S.I.S.D. 21.126-acre tract for the southwest corner of the herein described tract.

THENCE, with east line of said D.S.I.S.D. 21.126-acre tract, and west line of said D.S.I.S.D. 90,000-square foot tract, N 03° 44′ 39″ E a distance of 300.00 feet to the **POINT OF BEGINNING** and containing 89,980 square feet (2.066 acres) of land, more or less.

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

Jonathan O. Nobles RPLS No. 5777

BGE, Inc.

101 West Louis Henna Blvd., Suite 400

Austin, Texas 78728

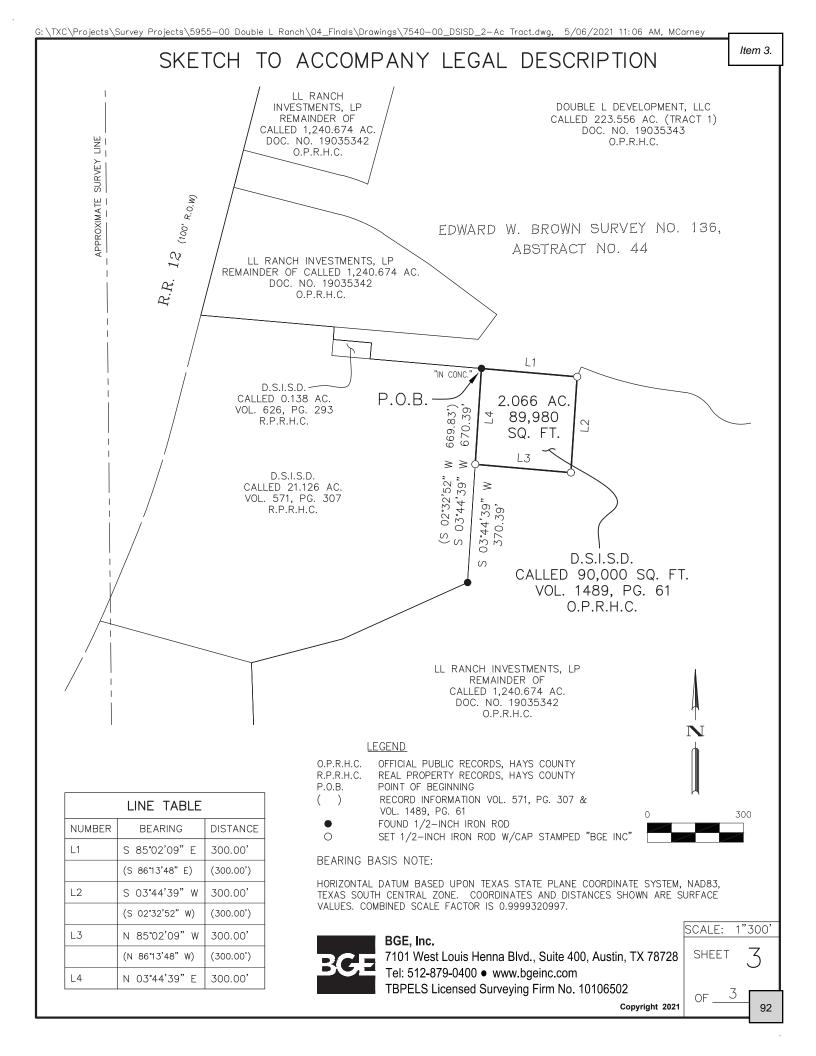
Telephone: (512) 879-0400

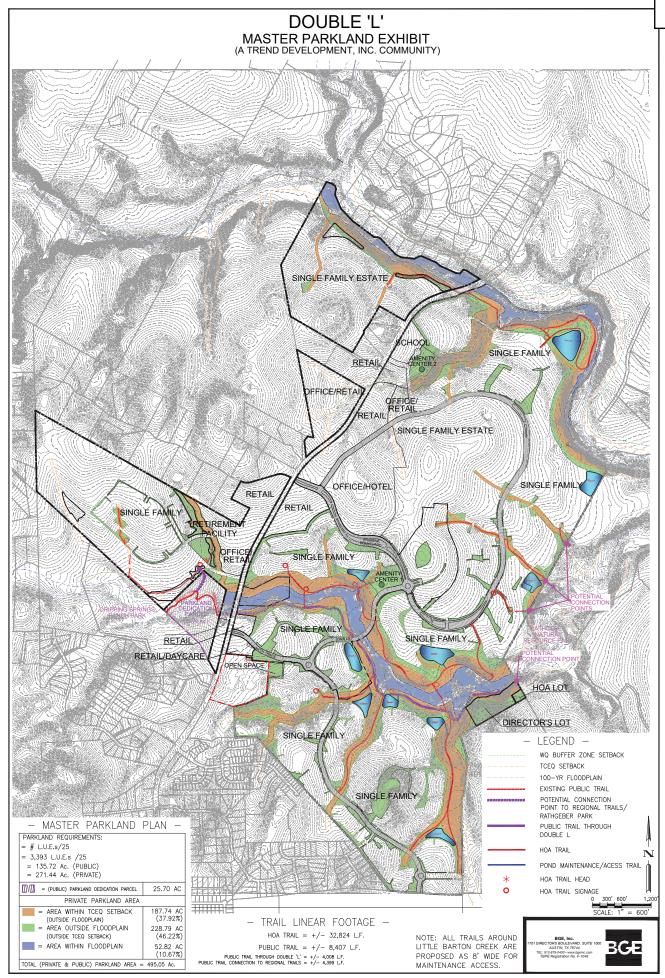
TBPLS Licensed Surveying Firm No. 10106502

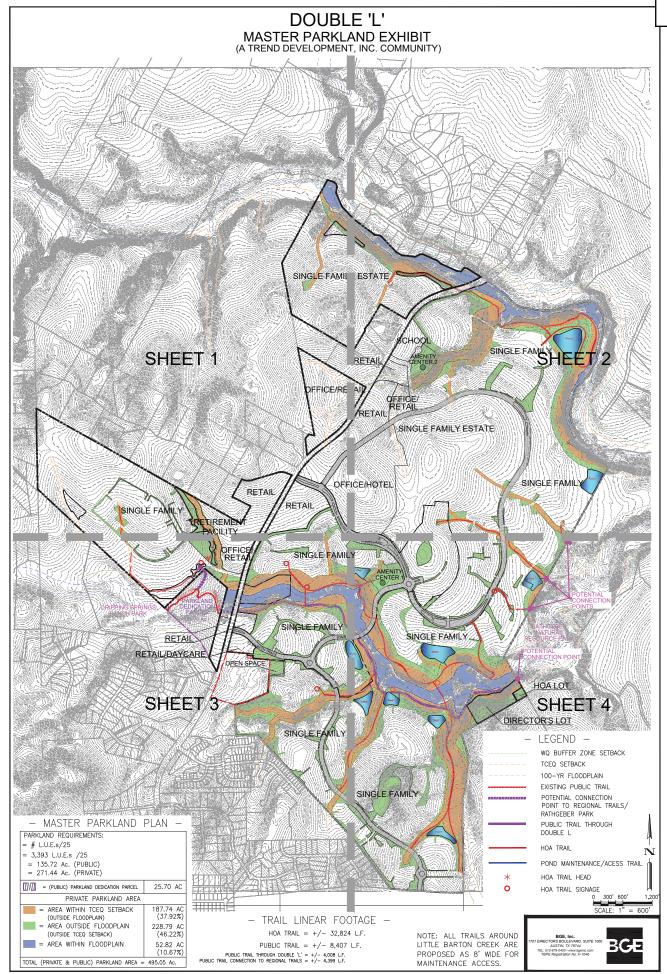
Date: May 6, 2021 Project No.: 7540-00 05/06/2021

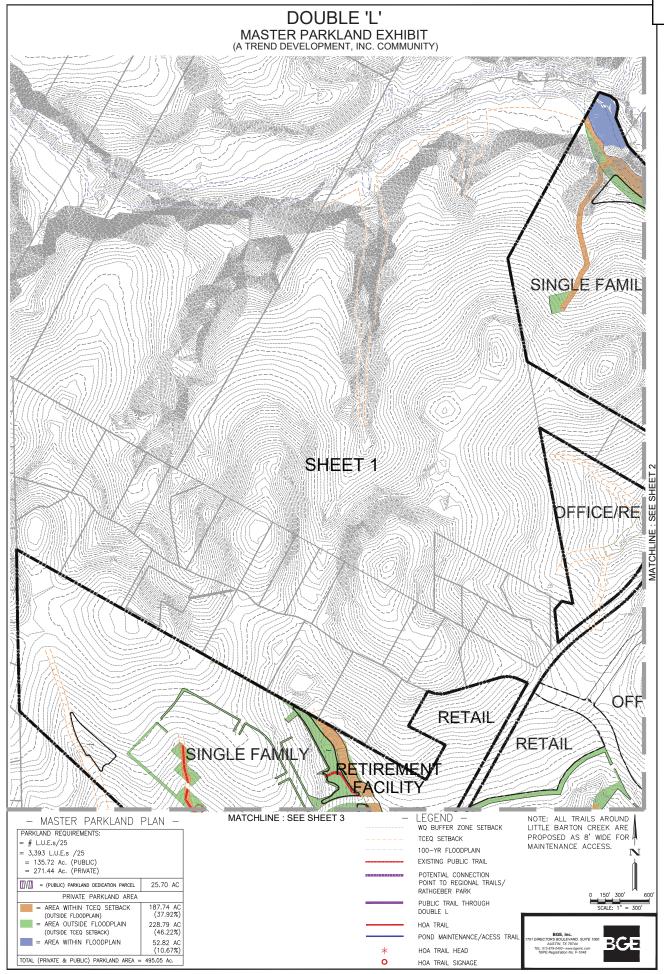
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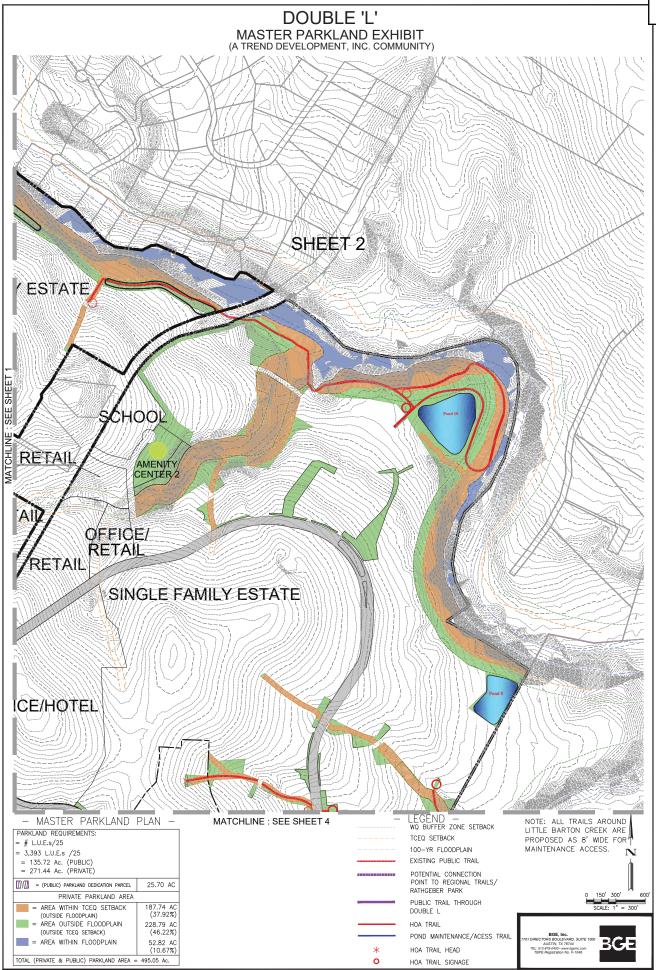




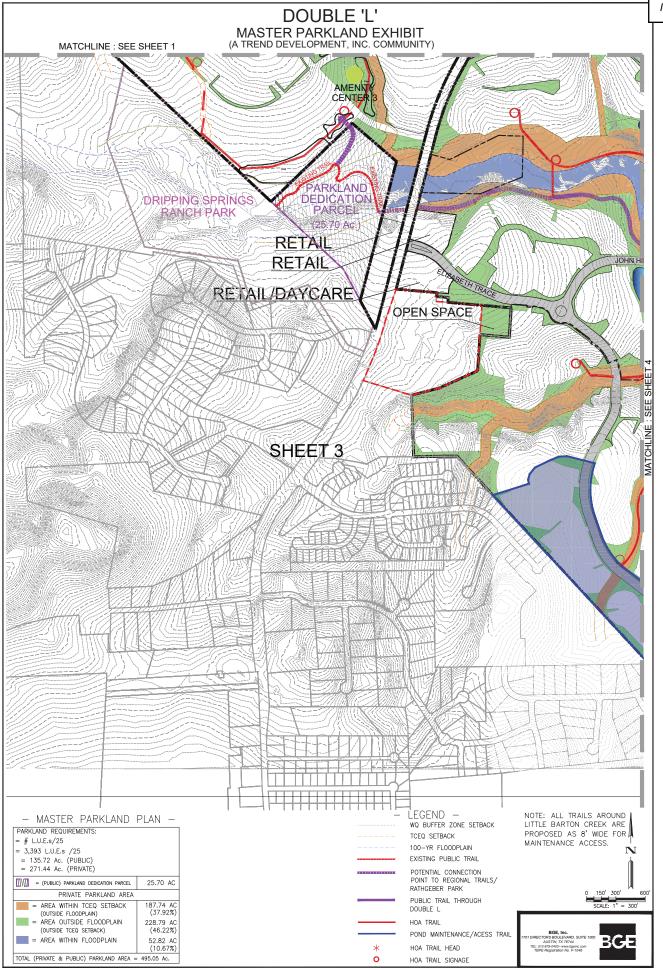


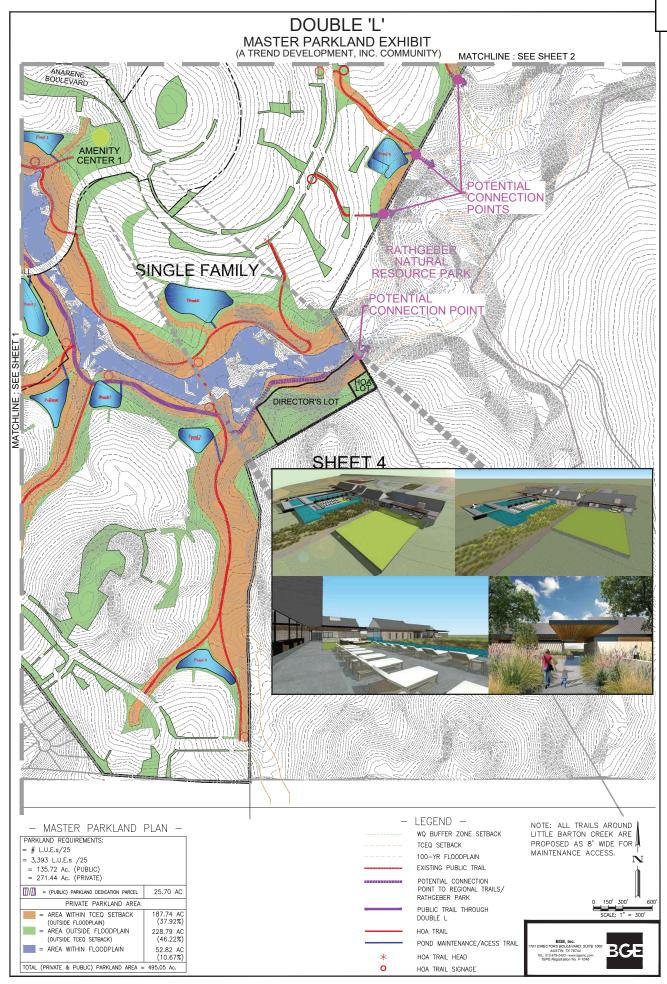


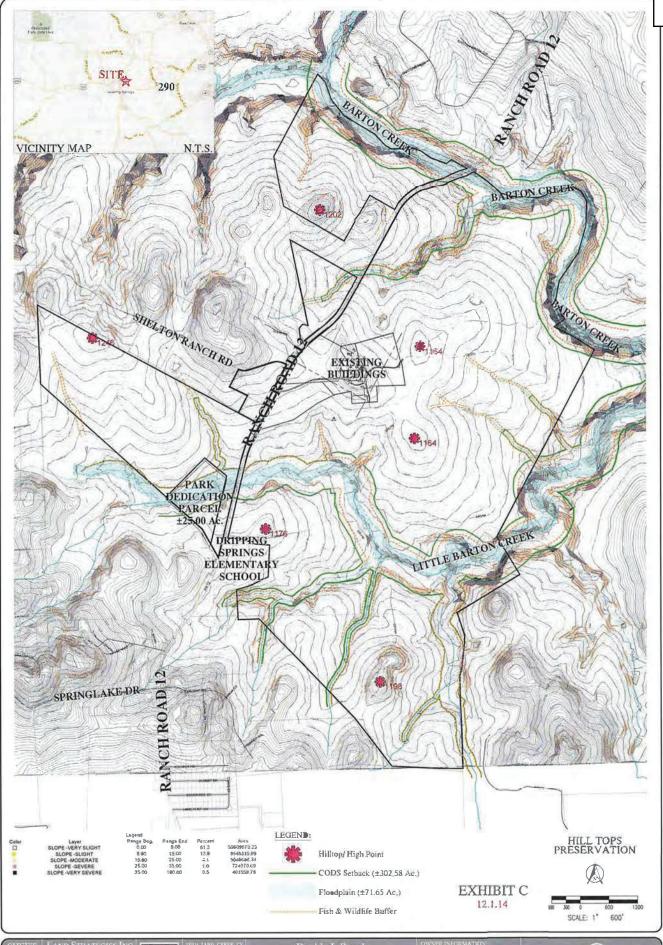




Item 3.







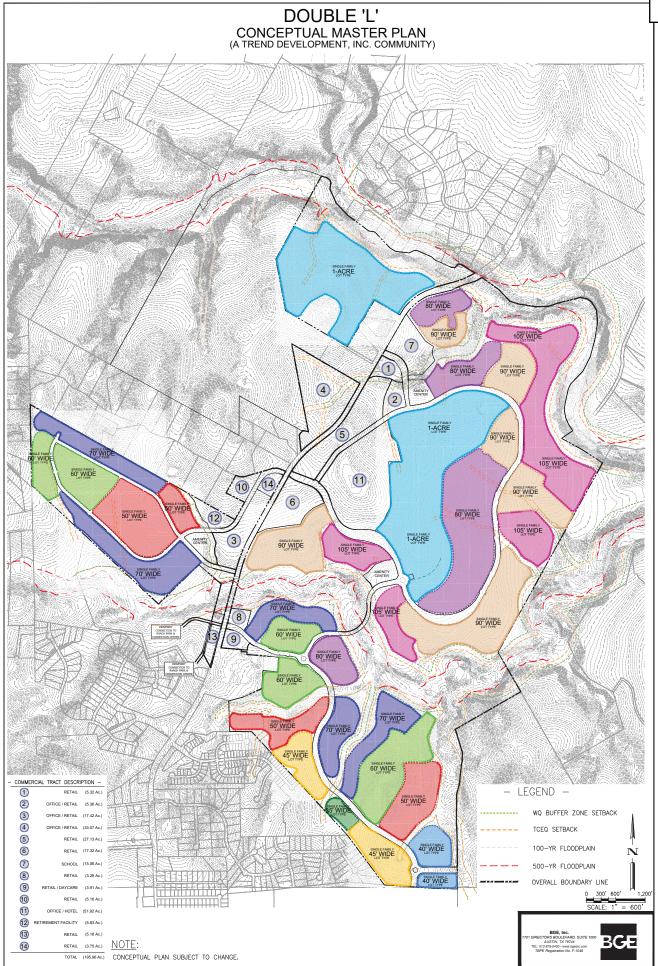


EXHIBIT E

Code Section	Summary	Modification				
(Ordinance)	(2): : (3): (4)					
	City of Dripping Springs Code of Ordinances currently in effect, 2021					
Chapter 22	General Regulations					
22.05.004	The City's Water Quality	Eliminate and substitute with comply with				
(3500.11, §1.4,	protection program.	TCEQ RG-348 Appendix A Optional				
adopted		Enhanced Measures.				
2/20/07)						
22.05.014(c)	Hazardous Material Traps	Eliminate				
(3500.11, §4,	required on roads with					
adopted	5,000+ VPD					
2/20/07)						
22.05.015	Performance Standards for	Eliminate and substitute with comply with				
(3500.11, §5,	Water Quality BMP's	TCEQ RG-348 Appendix A Optional				
adopted		Enhanced Measures.				
2/20/07)						
22.05.016(a)(2)	Maximum Impervious Cover	Maximum impervious cover for all site				
(3500.11, §6,		development plans within the Edwards				
adopted		Aquifer will be as tabulated in Section 3.1.4				
2/20/07)		of the Agreement. The overall project				
		impervious cover to be 35% maximum.				
22.05.016(c)	The following are IC: (6)	Modify (6) to Swimming pool surface area				
(3500.11, §6,	Swimming pool surface area.	unless they provide freeboard volume to				
adopted		contain the Water Quality Volume as				
2/20/07)		required by TCEQ rules.				
22.05.17(b)	Water Quality Buffers	Eliminate 22.05.17 and Buffers per TCEQ				
(3500.11, §7,		RG-348 Appendix A Optional Enhanced				
adopted		Measures shall govern.				
2/20/07)						
22.05.017(d)	Development in the buffer is	Allow online detention ponds (stock tank				
(3500.11, §7,	limited to critical crossings	like); Allow storm outfalls and daylights in				
adopted	only and as few as possible;	the buffer (e.g. pond outfall)				
2/20/07)	(11) WQ ponds are allowed	Parallel encroachment of utilities within				
	in the buffer if drainage area	the buffer will be allowed with City				
	is < 128 ac	Engineer approval.				
22.05.022(a)(2)	Nonresidential construction	Eliminate				
(3500.11, §12,	is to use xeriscape					
adopted	landscaping					
2/20/07)						
22.05.023	Structural Controls – Water	Eliminate and substitute with comply with				
(3500.11, §13,	Quality	TCEQ RG-348 Appendix A Optional				
adopted		Enhanced Measures.				
2/20/07)						

EXHIBIT E

Code Section	Summary	Modification
(Ordinance)		
22.05.025	Erosion Hazard Zone	Eliminate
(3500.11, §15,	setbacks; sections allows for	
adopted	a slope maintenance plan	
2/20/07)		
Chapter 26	Sign Ordinance	
26.01.004	(4) off premises signs are	Allow an off-site directional sign with
(2020-12)	prohibited	comparable design and size to the sign approved for the Wild Ridge Development at the US Hwy 290 and proposed Arterial intersections.
26.01.008	Compliance with outdoor	Allow illuminated monument signage
(2020-12)	lighting article	within the community. Allow this lighting to
		be directed upwards such that it
		illuminates the monument signs.
Chapter 28	Subdivision & Site	
	Development	
28.07.004(4)	The Dripping Springs	No requirement to comply with the City of
(2019-39,	Techinical Criteria (DSTC),	Austin ECM for Water Quality design
adopted	Ordinance No. 2019-39,	purposes. BMP's for water quality control
10/15/19)	defers to the City of Austin	compliant with the Texas Commission on
	Environmental Criteria	Environmental Quality (TCEQ) Optional
	Manual (ECM) for the design	Enhanced Measures for the Protection of
	of Environmental	Water Quality in the Edwards Aquifer (RG-
	Management Facilities.	348 Appendix A) are considered as
		compliant Environmental management
		facilities.
28 Exh A 5.4.3	Requires construction and	All public improvements shall be
(2019-29,	installation of required public	completed or supported by complete fiscal
adopted	improvements & City Utilities	security in accordance with approved
9/10/19)		construction plans prior to recordation of
		final plat. A final plat shall not be filed for
		recordation until all improvements and/or
		fiscal security has been accepted by the
		City.
28 Exh A 11.11.1	TIA to include all roads &	Refer to Section 3.15 of this Development
(2019-29,	intersections w/in 1 mile	Agreement.
adopted		
9/10/19)		

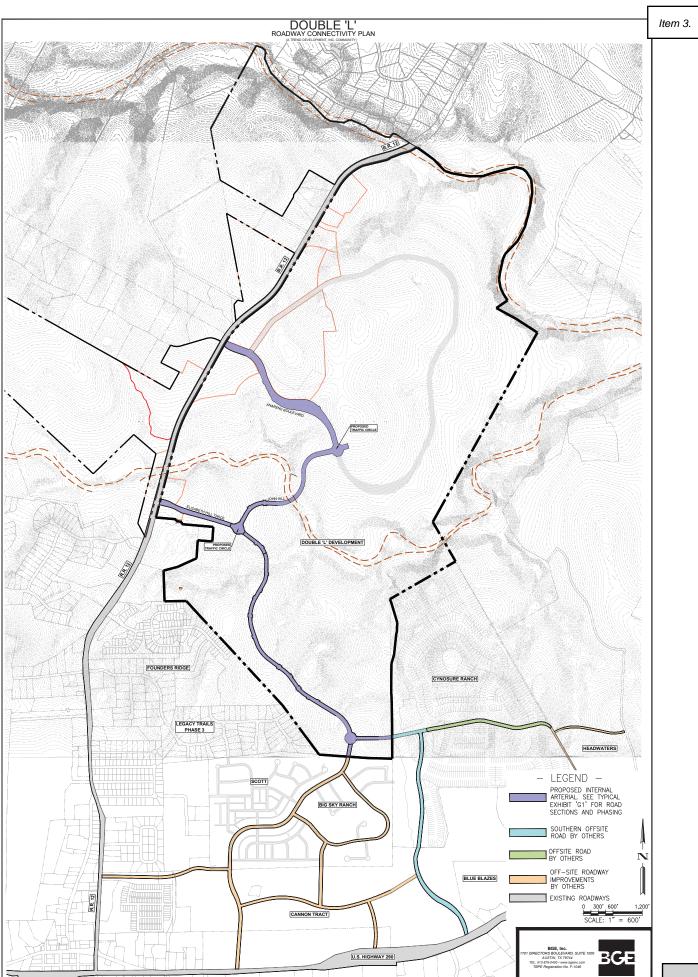
EXHIBIT E

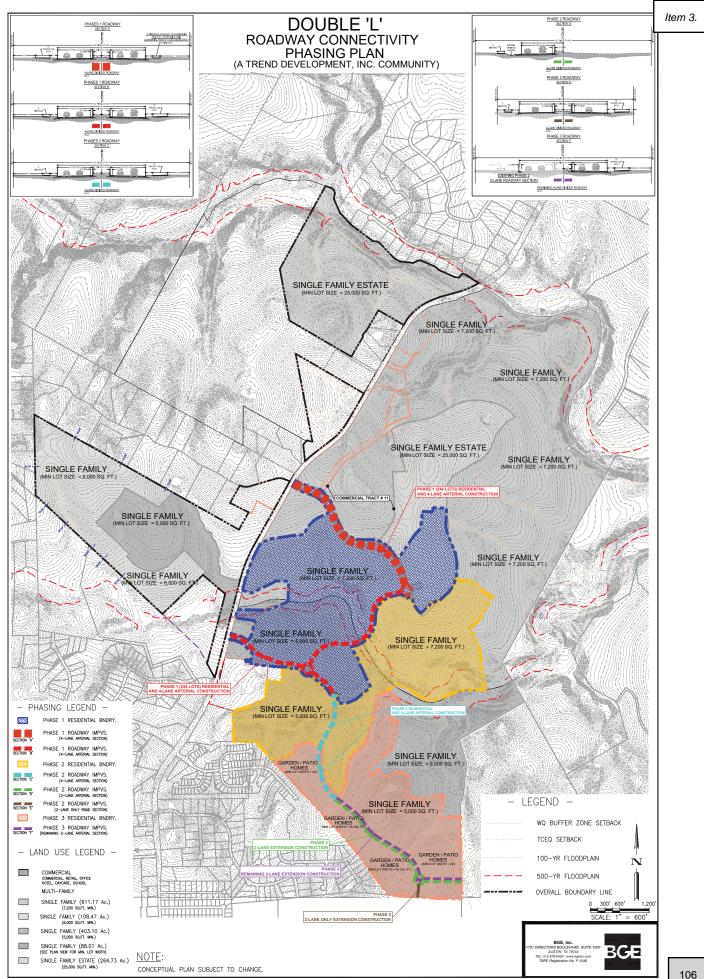
Code Section	Summary	Modification
(Ordinance)		
28 Exh A 11.21.2	Maximum block length and	Maximum block length and cul-de-sac is
(2019-29,	cul-de-sac is 2,000'	3,000′
adopted		
9/10/19)		
28 Exh A 12.2.1	Minimum utility easement is	Minimum utility easement is 15'
(2019-29,	20'	
adopted		
9/10/19)		
28 Exh A 12.2.4	Front lot PUE is to be 20'	Front lot PUE is to be 10'
(2019-29,		
adopted		
9/10/19)		
28 Exh A 13.2	Repeat language on block	Update to match 28 Exh A 11.21.2
(2019-29,	lengths; min/max called as	
adopted	400'/1,200'	
9/10/19)		
28 Exh A 14.6	Minimum lot size is 0.75 ac	Minimum lot size is 3,500 SF
(2019-29,		
adopted		
9/10/19)		
28 Exh A 15.2	The sidewalk must be a	Sidewalks shall be a minimum of 5 feet
(2019-29,	minimum of 5' from the back	wide, 2 feet from the ROW and a minimum
adopted	of curb and 1' from the ROW;	of 3.5 feet from the back of curb.
9/10/19)	5' can only be reduced with	
	City Council approval	
28 Exh A 16.1	Minimum Building Setback	Residential lots 45 ft wide or less are
(2019-29,	Lines	allowed for zero lot line development while
adopted		maintaining a five-foot side building line
9/10/19)		setback on the other side.
28 Exh A 18.3.8	Drainage from one lot may	Drainage from a residential lot backing an
(2019-29,	go across another w/o City	adjacent residential lot within the
adopted	Engineer approval & an	subdivision will be allowed to drain to the
9/10/19)	easement	adjacent lot and on to a street, sewer or
		ditch for collection in a centralized
		drainage facility. Drainage leaving the
		subdivision shall be allowed to leave the
		site matching the existing character of the
		flow (sheet flow or concentrated flow) and
		at the existing rate of flow or less.

EXHIBIT F

Approved Plant List

For landscaping, developer, builders, and home owners will follow guidelines as specified for Western Zone, Edwards Plateau in *Native and Adapted Landscape Plants an earthwise guide for Central Texas Fifth Edition, 2013* published by Texas A&M Agrilife Extension, City of Austin, and growgreen.org (commonly referred to as Austin Grow Green booklet). Any plant listed as invasive on page 53 of Austin Grow Green Fifth Edition is prohibited from use.





Impervious Cover Assumption for Single Family Lots		
Lot size	Assumed Impervious Cover (sq.ft)	
<10000 sq.ft	4,375	
10000 sq.ft - 15000 sq.ft	5,000	
15000 sq.ft - 1 ac	6,250	
1-3 ac	7,000	
>3 ac	8,750	

Maximum Allowed Impervious Cover for Single Family Lots		
Typical Lot Size (Lot Width Measured at Front Setback)	Maximum Impervious Cover	
35'	65%	
40'	65%	
45'	65%	
50'	65%	
60'	65%	
70'	65%	
80'	60%	
90'	55%	
105' to less than 1 Acre	55%	
1 Acre	40%	
1-3 Acres	40%	

EXHIBIT J

APPROVED VARIANCES		
Vested Ordinances in effect in 2012 to be adopted under this Agreement		
Volume 2, Article 15, Chapter 20, Subchapter A	Comments	
Ordinance No. 1230.6		
Section 1. General Procedures		
Section 1.3.2 – The provisions of this Chapter shall apply to the	Keep for managed care facility	
following forms of land subdivision and development activity within		
the City and its ETJ:		
(f) The Development of an Apartment Project or		
Condominium Project.		
Section 3 Procedures		
Section 3.11 – Simultaneous Submission of Plats	This allows for the	
In the event that an applicant submits construction and final plat	simultaneous submission of	
applications simultaneously, The City Administrator shall schedule	construction and final plat	
both plat applications for action by the P&Z within 30 calendar days	applications.	
following the official submission date, unless the applicant has		
executed a written waiver of the 30-day review period for or both		
plats.		
Section 4. Preliminary Plat Procedures		
Section 4.8 Information Required The proposed preliminary plat and	In the current code "Optional"	
associated engineering plans shall show the following information:	was removed. this information	
(f) Optional: Proposed arrangement and square footage of lots	is required in the current	
(including lot and block numbers) and proposed use of same; for	code.	
nonresidential uses, the location and size of buildings, existing and		
proposed (this information may be provided on a separate sheet,		
such as on a concept plan or the final site plan;		
Chapter 13 – Landscape Ordinance		
Ordinance No. 6300.10	Adopt entire ordinance	

RESIDENTIAL LOT WIDTH & SIZE TABLE		
MINIMUM LOT WIDTH AT FRONT SETBACK	MINIMUM LOT SIZE (SF)	
35'	3600	
40'	4000	
45	4500	
50	5000	
60'	6000	
70'	7000	
80'	7500	
90	8000	
105'	10000	
1.0-Acre	43560	

Case Number (staff use only): _____-

CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384 Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

TYPE OF APPLICATION (check all that apply)

DEVELOPMENT AGREEMENT APPLICATION

		□ Development Agreement	Amended Development Agreement
	CONTACT	Γ INFORMATION	
APPLICANT NAME Pablo			
COMPANY BGE, Inc.			
STREET ADDRESS 1701 Di	rectors Blvd. St	e 1000	
CITYAustin	STATETX	ZIP CODE 787	' 44
PHONE 512-879-0428	} _{EMAIL} pmartinez@	Dbgeinc.com	
OWNER NAME Double L	Development,	LLC	
STREET ADDRESS 1600 W	est Loop South	, Suite 2600	
CITY Houston STATE Texas ZIP CODE 77027			
PHONE 713-623-2466 EMAIL dcannon@trenddevelopment.com			
PROPERTY INFORMATION			
PROPERTY ADDRESS			
CURRENT LEGAL DESCRIPTION	refer to at	ttachment	
TAX ID#	refer to attachn	nent	
CURRENT LAND ACREAGE	1,675.094		
school district Dripping Springs ISD			
ESD DISTRICT(S)	ESD No 6		
	PRIVATE	NAME:	
FXISTING ROAD FRONTAGE	□ STATE	NAME Ranch Ro	nad 12

CITY/COUNTY (PUBLIC)

Tract

~

DEVELOPMENT

AGREEMENT?

YES

NO

Page 1 of 3 Revised 5/7/2019

NAME:

Amended & Restated Development Agreement for Anarene Investments

NAME (PLEASE ATTACH WITH APPLICATION):

APPLICANT'S SIGNATURE

Note: An additional signature is required on page 7 of the application verifying completeness. Applications should be submitted **only** when all required information is included in the submittal.

The above information is true to the best of my knowledge. I attest that the real property described is owned by me and all others as signed below. If the below signed applicant is not the owner of said property, the signature of the property owner must be included below, or consent must be attached (If a corporation, please list title, and name of corporation.)

PABLO H MARTINEZ

Applicant Name

Applicant Signature

Notary

Notary Stamp Here

Sylvia Delarosa My Commission Expires 11/15/2022 ID No. 126554655

DOUBLE L DEVELOPMENT, LLC

Property Owner Name

Property Owner Signature

DAVID A. CANNON - MEMBER

April 17, 2020

4/20/2020
Date
4-20-2020

Date

Date

PHYSICAL: 511 Mercer Street • Malling: PO Box 384 • Dripping Springs, TX 78620

DEVELOPMENT AGREEMENT APPLICATION SUBMITTAL

All required items and information (including all applicable below listed exhibits and fees) must be received by the City for an application and request to be considered complete. **Incomplete submissions will not be accepted.** By signing below, I acknowledge that I have read through and met all requirements for a complete submittal:

Applicant Signature

11/6/2020

CHECKLIST

Title II Building and Development Regulations, Chapter 22 General Regulations, Article 22.02

Development Agreements

STAFF	APPLICANT		
	✓	Completed Application Form - including all required notarized signatures	
		Digital Copies/PDF of <u>all</u> submitted items - please provide a coversheet outlining what digital contents are included on the CD/USB drive.	
1.19		Billing Contact Form	
		Tax Certificates- verifying that property taxes are current	
		Original Development Agreement & Subsequent Amendments (If applicable)	
		Outdoor Lighting Ordinance Compliance Agreement	
		Location map of subject property	
		Conceptual Land Use Plan (If applicable)	
e la la company		GIS digital data (To Hays County Regulations)	
		Copy of Subdivision Plat or Metes & Bounds	
		Application Fee (refer to Fee Schedule) \$ TBD	
		\$25 Public Notice Sign Fee	

	Received on/by:
Project Number: Only filled out by staff	
	Date, initials

	Date, initials
BILLING CONTAC	CT FORM
Project Name: Double L Ranch	
Project Address: RR12 1.5 mi N of US Hyv	v 290
Project Applicant Name: Pablo Martinez	
Billing Contact Information	
Name: BGE, Inc	
Mailing Address: 1701 Directors Blvd.	. Ste 1000
Austin, TX 78744	
Email: pmartinez@bgeinc.com	Phone Number: 512-879-0428
Type of Project/Application (check all that apply):	
☐ Alternative Standard	☐ Special Exception
☐ Certificate of Appropriateness	Street Closure Permit
✓ Conditional Use Permit	☑ Subdivision
Development Agreement	☐ Waiver
Exterior Design	✓ Wastewater Service
✓ Landscape Plan	✓ Variance
✓ Lighting Plan	✓ Zoning
✓ Site Development Permit	☑ Other
Applicants are required to pay all associated costs associated, permit, plan, certificate, special exception, waiver, varing regardless of City approval. Associated costs may incluand outside professional services provided to the City be inspectors, landscape consultants, lighting consultants, consultants, and others, as required. Associated costs we the City's additional administrative costs. Please see the details. By signing below, I am acknowledging that the	iance, alternative standard, or agreement, ude, but are not limited to, public notices by engineers, attorneys, surveyors, architects, historic preservation will be billed at cost plus 20% to cover the online Master Fee Schedule for more

accountable for the payment and responsibility of these fees.

Signature of Applicant

11/5/2020

Double L Ranch

Ref ID	Legal Descriptions
R111888	A0044 EDWARD W BROWN SURVEY, ACRES 29.78
R115658	A0148 ANTHONY G DAVY SURVEY, ACRES 2.304
R13748	ABS 148 A G DAVEY SURVEY 11.00 AC GEO#90400458
R13749	ABS 148 A G DAVEY SURVEY 11.05 AC GEO#90400459
R13750	ABS 148 A G DAVEY SURVEY 11.02 AC GEO#90400461
R13786	A0149 JOAN/JEAN DARRIGAND SURVEY, ACRES 29.825
R144768	A0148 ANTHONY G DAVY SURVEY, ACRES 2.3
R16105	ABS 289 GEO W LINDSEY SURVEY 200.552 AC GEO#90400862
R16143	AB 0289 GEO W LINDSEY 17.80 AC GEO#90400892
R168172	A0044 - Edward W Brown & A0394 M D Raper Surveys, Tr 1, ACRES 223.556
R168174	A0044 A0044 - Edward W Brown Survey, ACRES 17.12
R168175	A0044 A0044 - Edward W Brown Survey, ACRES 10.04
R168176	A0044 A0044 - Edward W Brown Survey, ACRES 3.08
R168177	A0044 A0044 - Edward W Brown Survey, ACRES 5.95
R168178	A0394 A0394 - M D Raper Survey, ACRES 10.103, DIRECTOR'S LOT
R168868	A0044 A0044 - Edward W Brown Survey, ACRES 37.593
R17601	A0394 M D RAPER & A0148 ANTHONY DAVY & EDWARD W BROWN SURVEYS, ACRES 736.81
R17607	A0394 M D RAPER SURVEY, ACRES 1.31
R17825	ABS 415 & 44 PHILLIP A SMITH & E BROWN 206.2 AC
R90096	A0044 EDWARD W BROWN, ACRES 2.07, EXEMPT 12-29-98
R137951	A0289 GEORGE W LINDSAY SURVEY, ACRES 25.7398, *EXEMPT % 09-06-11*

CITY OF DRIPPING SPRINGS

ORDINANCE No. 6300.10

LANDSCAPING

AN ORDINANCE ENACTING VOLUME 2, ARTICLE 15, CHAPTER 13 OF THE DRIPPING SPRINGS CODE OF ORDINANCES; ESTABLISHING REGULATIONS FOR LANDSCAPING; PROVIDING FOR THE FOLLOWING: RULES; STANDARDS; PROCEDURES; CRIMINAL PENALTIES NOT TO EXCEED \$2,000 OR CIVIL PENALTIES OF UP TO \$500 PER VIOLATION; AND SEVERABILITY

- **WHEREAS**, the City Council of the City of Dripping Springs ("City Council") seeks to improve the community through long-term environmental care and stewardship; and
- WHEREAS, the City Council seeks to protect the Trinity and Edwards Aquifer recharge zone, the Balcones Escarpment, and the Onion Creek, Bear Creek, and Barton Creek Watersheds; and
- WHEREAS, the City Council seeks to attract and improve the City's business climate and attract residents and retain business by ensuring the City's atmosphere includes attractive landscaping and the comfort of native shade trees; and
- **WHEREAS**, the City Council finds that to protect, preserve, and promote nature in the city in turn protects the public health, safety, and welfare of the community's residents; and
- WHEREAS, the City is undergoing substantial growth and construction, and the City Council seeks to ensure revegetation following common construction activities; and
- WHEREAS, the City Council has determined that trees are vital to community health, human health, water conservation, and the economy; and
- WHEREAS, the City Council has determined that landscaping preserves erosive slopes, reduces surface water runoff, provides for native habitats, and provides privacy, noise reduction, and a reduction in headlight glare, thus ensuring and sustaining a healthy environment; and
- WHEREAS, nationally municipalities are embracing landscaping ordinances that protect the health, safety, and welfare of the community in an environmentally, historically, geographically, and aesthetically sensitive manner; and

- WHEREAS, responsible regulation of landscaping is integral to the City's Water Quality Protection Program; and
- WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and
- WHEREAS, pursuant to Section 217.002 of the Texas Local Government Code, as a Type-A General Law municipality, the City has the authority to adopt ordinances that define, declare, abate, and remove nuisances; and
- WHEREAS, pursuant to Texas Local Government Code Chapter 211, the City has general authority to regulate zoning; pursuant to Texas Local Government Code Chapter 214 the City has the authority to adopt ordinances that regulate housing; and pursuant to Texas Water Code Section 26.177, a city may establish a water pollution control and abatement program; and
- WHEREAS, the landscaping and tree preservation standards established by this Ordinance are consistent with the City Council's comprehensive effort to preserve the cultural, historical, ecological, and geological treasures of the City and enhance economic development; and
- **WHEREAS**, the City Council finds that it is necessary and proper for the good government, peace, or order of the City of Dripping Springs to adopt this Ordinance regulating landscaping.

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

Volume 2, Article 15, Chapter 13 of the City of Dripping Springs Code of Ordinances is hereby approved and enacted, and shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

3. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance

shall be and remain controlling as to the matters regulated herein.

4. SEVERABILITY

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

5. CODIFICATION

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

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication as provided for by law.

7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the 12th day of February 2008, by a vote of 5 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS

Mayor Todd Purcell

ATTEST:

Jo Ann Touchstone, City Secretary

APPROVED AS TO FORM:

Alan J. Bojorquez, City Attorney

Attachment "A"

City of Dripping Springs

CODE OF ORDINANCES

VOLUME: 2

ARTICLE 15

CHAPTER 13

SECTION 1. ENACTMENT PROVISIONS

1.1. Popular Name

This Chapter shall be commonly cited as the "Landscape Ordinance".

1.2. Purpose

The purpose of this Chapter is to provide for the preservation of native trees, prevent the clear-cutting of land, and provide for minimum landscaping and screening requirements, in recognition that trees, landscaping, screening, and buffering protect the health and welfare of the community, while addressing the water conservation and drainage issues particular to the Hill Country region. The purpose of this Chapter is also to enhance the community's ecological, environmental, and aesthetic qualities.

1.2.1 Health, Welfare, & General Well-Being

Preserving and improving the natural environment, and maintaining a working ecological balance are of increasing concern to the City. The fact that the proper use of landscape elements can contribute to the processes of air purification, oxygen regeneration, water absorption, water purification, and noise, glare, and heat abatement as well as the preservation of the community's aesthetic qualities indicates that the use of landscape elements is of benefit to the health, welfare, and general well being of the community and, therefore, it is proper that the appropriate use of such elements be required.

1.2.2 Water Conservation & Drainage

The City experiences frequent droughts and is characterized by thin soiled rock formations; therefore, it is the purpose of this Chapter to encourage the use of drought resistant vegetation and landscaping that minimizes runoff and erosion.

1.3. Scope

This Chapter applies to all **commercial** property within the incorporated municipal boundaries (i.e., "city limits") for which Site Plan approval by the City is required under the City's Code of Ordinances. This Chapter applies to actions taken after the date of enactment.

SECTION 2. DEFINITIONS

2.1. Interpretation

Words and phrases used in this Chapter shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the Code of Ordinances, shall be given the meanings set forth in the Code. Words and phrases not defined in the Code of Ordinance shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the

singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

2.2. Terminology

City: The City of Dripping Springs, an incorporated municipality located in Hays County, Texas.

City Administrator: The chief administrative officer of the City of Dripping Springs, Texas. The term shall also include the Deputy City Administrator.

City of Austin Environmental Criteria Manual: The document promulgated by the City of Austin, which is commonly used throughout the region and is widely regarded as the standard in the development community, as may be amended.

City of Austin Grow Green Guide: The document promulgated in part by the City of Austin, entitled Native and Adapted Landscape Plants: An Earthwise Guide for Central Texas, as may be amended.

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

City Permit: A city license, certificate, approval, registration, consent, permit, or other form of authorization required by a City ordinance, regulation, or rule in order to develop, construct, and operate the improvements on the Property.

Code: The Code of Ordinances enacted by the City of Dripping Springs, as may be amended from time to time.

DBH (diameter at breast height): The tree trunk diameter of an existing tree measured in inches at a height of 4.5 feet above the ground. If a tree splits into multiple trunks below 4.5 feet, the trunk is measured at its most narrow point beneath the split.

Designated Tree: Any of the following:

- (a) A hardwood tree having a trunk of eight (8) inches in caliper or greater measured at DBH;
- (b) A multi-trunked hardwood tree having a total trunk DBH of thirty (30) inches or more (not counting trunks less than eight (8) inches in diameter); or
- (c) A cluster of hardwood trees within a ten (10) foot radius circle having a total trunk DBH of forty (40) inches or more (not counting trunks less than eight (8) inches in diameter).

Impervious Cover: Buildings, parking areas, roads, and other impermeable man-made improvements covering the natural land surface that prevents infiltration. For further

clarification on what is considered impervious cover, refer to the City's Water Quality Protection Ordinance.

Landscape Architect: One whose profession is the decorative and functional alteration and planting of grounds, especially at or around a building site

Landscaping: Consists of introduced vegetation, as well as related improvements to a lot including, but not limited to, forming and berming, irrigation systems, landscape subsurface drainage systems, site furnishings, and nonstructural retaining walls.

Natural Area: An area where the naturally grown landscaping is left primarily undisturbed, except for the removal of poison ivy, greenbriar, and similar vegetation, oak wilt removal and/or prevention measures, and allowing for maintenance of the trees to maintain vigorous growth.

Owner: A person with legal control over property in question.

Person: A human individual, corporation, agency, unincorporated association, partnership, or sole proprietorship, or other legal entity.

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

SECTION 3. ADMINISTRATION

3.1 Application

This Chapter applies to all new **commercial** development requiring Site Plan approval subject to zoning requirements. All properties going through re-development through extension, reconstruction, resurfacing, or structural alteration must come into compliance. Site plan approval shall be conditioned on compliance with this Chapter.

3.2. Landscaping Fund

A fund is hereby created in which any cash-in-lieu paid to the City pursuant to the mandates of this Chapter shall be deposited. The fund may be drawn upon by the City to implement landscaping improvements on City land and City controlled right-of-ways.

3.3. Prohibition

No person shall damage or remove trees in violation of this Chapter.

SECTION 4. LANDSCAPING

4.1. Landscape Requirements

4.1.1. Landscape Buffer Planting Requirements:

- (a) All plant material shall be of native or adapted species.
- (b) All new proposed shade trees shall be a minimum of 4 inches in diameter.
- (c) All proposed ornamental trees shall be a minimum of 2 inches in diameter.
- (d) All large shrubs shall be a minimum of 5 gallon container size and small shrubs/groundcovers a minimum of 1 gallon container size.

4.1.2. Landscape Buffer Spacing Requirements:

The following landscape buffer spacing requirements shall apply to all designated landscape buffers.

- (a) Shade Trees (such as Live Oak or Cedar Elm): one per 50' of buffer frontage
- **(b)** Ornamental Trees (such as Crape Myrtle or Desert Willow): one per 25' of buffer frontage
- (c) Large Shrubs, five-gallon (such as Wax Myrtle, DW Yaupon, or Agarita): one per 6' of buffer frontage
- (d) Small Shrubs/Groundcovers, one-gallon (such as Lantana or Liriope): one per 3' of buffer frontage

All plants shall comply with the City of Austin "Grow Green" recommended plant guide (www.ci.austin.tx.us/growgreen). Invasive plants in this guide are specifically prohibited.

4.2. Landscape Plan & Tree Survey Submittal

A landscape plan and tree survey shall be submitted to the City with the proposed Site Plan. The landscape plan shall comply with the Landscape Requirements. The landscape plan shall be signed and sealed by a Landscape Architect licensed by the State of Texas. The existing tree survey should be signed and sealed by a Surveyor licensed by the State of Texas.

4.3. Parking Area Landscaping Requirements

- **4.3.1.** Parking lots and all vehicular parking and maneuvering areas, excluding driveways behind buildings, shall contain areas constructed, planted, and maintained as landscaped islands, peninsulas, or medians.
- **4.3.2.** The minimum total area in landscaped islands, peninsulas, or medians in the parking lots in front of buildings shall be ninety (90) square feet for each twelve (12) parking spaces.

- **4.3.3.** No parking space shall be located further than fifty (50) feet from a landscaped island, peninsula, median, or tree. They shall be located evenly through the parking areas, however the location of landscaped islands, peninsulas, and medians may be adjusted to accommodate existing trees or other natural features.
- **4.3.4.** Landscape terminal islands (end islands) shall be located at the end of all parking modules in a configuration to allow for turning radii of intersecting aisles to protect parked vehicles, provide for visibility, confine moving traffic to aisles and driveways, and provide space for landscaping.

4.4. Dumpster Screening

- **4.4.1.** For outdoor condensers, utility huts, and other building service equipment (other than a roof top), such equipment shall be reasonably screened from view on all sides using a masonry wall and vegetative screen using at least two (2) varieties of plant material from the "Grow Green" plant guide, that, at maturity, are at least the height of the equipment to be screened.
- **4.4.2.** All refuse and/or recycling containers shall be reasonably screened with landscaping from public view and the view of adjoining properties.

4.5. Landscape Maintenance Requirements

- **4.5.1.** The owner shall be responsible for:
 - (a) Regular maintenance of all required landscaped areas and plant materials in a vigorous and healthy condition, free from diseases, pests, weeds, and litter. This maintenance shall include weeding, watering, fertilization, pruning, mowing, edging, mulching, or other necessary maintenance in accordance with generally accepted horticultural practice;
 - **(b)** The repair or replacement of required landscape structures (walls, fences, etc.) to a structurally sound condition;
 - (c) The regular maintenance, repair, or replacement, where necessary, of any screening or buffering;
 - (d) Replacing planted trees if they die or become diseased beyond repair within five (5) years after planting; and
 - (e) Repairing damage to landscaped areas, structures, screening, buffering, or trees as a result of ingress or egress from site easements by authorized or unauthorized parties.

4.6. Integrated Pest Management

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

4.7. Tree Preservation Requirements

- **4.7.1.** A grading and tree survey shall be submitted with the Site Plan.
- **4.7.2.** The tree survey shall include all existing, live, healthy trees with an eight (8) inch DBH in diameter and larger. The survey shall indicate the size (DBH) and species of tree. Trees observed to be distressed will be indicated with an asterisk on the tree list. Trees shall be represented by circles using the formula of one (1) foot of radius for every one inch of trunk diameter. Unbroken circles indicate trees that are to remain. Dashed circles indicate trees that are to be removed (including trees identified to be distressed).
- 4.7.3. Healthy, designated Class I and II trees (as defined by the City of Austin Environmental Criteria Manual) that require removal to accommodate the development shall be replaced at a ratio of 1:1 or cash-in-lieu may be paid to the City, the amount equal to the cost of nursery stock required to replace the caliper amounts lost and the cost of installation on a per unit basis, not to exceed one hundred dollars (\$100.00) per caliper inch or six thousand dollars (\$6,000.00) per acre (prorated for sites of more or less than one acre) for the entire site. Trees identified as distressed shall not be included in Tree Preservation Requirements evaluation.
- **4.7.4.** Pre- and post-construction fertilization is required for existing trees that will be or have been disturbed by construction activities, including disturbance of the critical root zone. Fertilizers must be phosphate-free.
- 4.7.5. The planting, preserving, and maintaining of trees which are contagiously diseased trees or the storage of cut oak unless first determined by a certified arborist to be devoid of oak wilt or properly treated, shall be deemed a public nuisance and are prohibited.
- **4.7.6.** During construction, take measures to protect trees, including fencing, shielding, and/or signage, as necessary.

4.8. Irrigation Requirements

- **4.8.1.** An irrigation plan is required as part of the Site Plan and will be prepared by a licensed irrigator (i.e., licensed landscape architect or engineer). The plan should include rain/freeze sensors on all controllers. The irrigation plan should provide drip irrigation in shrub beds where appropriate and bubblers on all trees.
- **4.8.2.** Turf grass plantings may be Buffalo, Zoysia, or Bermuda. St. Augustine is expressly prohibited.
- **4.8.3.** Landscaped areas must be mulched to reduce evaporation and preserve water.

SECTION 5. PROHIBITION

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

SECTION 6. ENFORCEMENT

6.1. Compliance

Violators of this Chapter will be required to come into compliance within sixty (60) days, unless a variance of has been approved by the City. Compliance with this Chapter may be grounds for withholding of other related, pending permits for the project by the City.

6.2. Civil & Criminal Penalties

The City shall have the power to administer and enforce the provisions of this Chapter as may be required by governing law. Any person violating any provision of this Chapter is subject to stop work order, suit for injunctive relief, and/or prosecution for criminal violations. Any violation of this Chapter is hereby declared to be a nuisance. Any violation of this Chapter may serve as grounds to withhold or delay issuance of other permits and revocation of a Certificate of Occupancy.

6.3 Criminal Prosecution

Any person violating any provision of this Chapter shall, upon conviction, be fined a sum not exceeding two thousand dollars (\$2,000.00) to be deposited in the Landscaping Fund. Each day that a provision of this Chapter is violated shall constitute a separate offense. An offense under this Chapter is a misdemeanor.

6.4 Civil Remedies

Nothing in this Chapter shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this Chapter and to seek remedies as allowed by law, including, but not limited to the following:

- **6.4.1** Injunctive relief to prevent specific conduct that violates the Chapter or to require specific conduct that is necessary for compliance with the Chapter; and
- **6.4.2** A civil penalty up to five hundred dollars (\$500.00) a day to be deposited in the Landscaping Fund, when it is shown that the defendant was actually notified of the provisions of the Chapter and after receiving notice committed acts in violation of the Chapter or failed to take action necessary for compliance with the Chapter; and other available relief.
- **6.4.3. Stop Work Order.** In the event work is not being performed in accordance with this Chapter, the City shall issue a stop work order and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop work order is in effect.

.....AFFIDAVIT OF PUBLICATION-----

THE STATE OF TEXAS

COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared Dale Roberson, publisher of THE NEWS DISPATCH, who being by me duly sworn, upon oath deposes and says:

That the attached LEGAL NOTICE was published in THE NEWS DISPATCH, a newspaper published in the English language, published in Dripping Springs, Texas, and having a general circulation within the CITY OF DRIPPING SPRINGS & the CITY OF WIMBERLEY, Texas, and the COUNTY OF HAYS, TEXAS, in the following

issues: Jeb. 21, 2008 - ORd. # 6300.1

and that the attached newspaper clipping is a true and correct copy of said published notice.

Dale Roberson

SWORN TO AND SUBSCRIBED BEFORE ME this 22 day of 52 2008

Jandean Turner Notary Public

EGAL NOTICES

proved Landscaping proved No. 6300.1 on ebruary 12, 2008: An ordinance Enacting Volume 2, article 15, Chapter 13 of the pripping Springs Code of ordinances; Establishing regulations for Landscaping and Tree Preservation; roviding for the Following: tales; Standards; Procedures; riminal Penalties not to xceed \$2,000 or Civil enalties of up to \$500 per follation; and, Severability. Any person violating any provion of this Ordinance shall, pon conviction, be fined a sum of exceeding two thousand ollars (\$2000.00). Each day and a provision of this Ordinance is violated shall confitute a separate offense. An iffense under this Ordinance is in misdemeanor.

CITY OF DRIPPING SPRINGS

OUTDOOR LIGHTING ORDINANCE

ORDINANCE NO. 1260.30

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, AMENDING ARTICLE 24.06 OF THE DRIPPING SPRINGS CODE OF ORDINANCES; MODIFYING REGULATIONS FOR OUTDOOR LIGHTING IN THE CITY LIMITS AND, WHEN POSSIBLE, IN THE EXTRATERRITORIAL JURISDICTION THROUGH CONTRACTS AND DEVELOPMENT AGREEMENTS; PROVIDING FOR THE FOLLOWING RULES: PROCEDURES: CRIMINAL STANDARDS: PENALTIES INCLUDING CRIMINAL FINES NOT TO EXCEED \$500.00 PER VIOLATION AND CIVIL FINES OF UP TO \$500.00 PER VIOLATION; REPEALER; SEVERABILITY: AND AN EFFECTIVE DATE.

- WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to provide for the regulation of lighting within the city limits of the City of Dripping Springs ("City"), and when possible through contracts, the extraterritorial jurisdiction (ETJ); and
- WHEREAS, the City Council seeks to maintain the value of Dripping Springs' scenic beauty and rural charm, which are the keystones of the City's quality of life, through a comprehensive regulatory program that includes zoning, subdivision control, and restrictions on signs and lighting; and
- WHEREAS, the City was presented with numerous scientific studies on the health and safety risks of certain lighting devices; and
- WHEREAS, the City Council finds that unnecessary and improperly designed light fixtures cause glare, light pollution and wasted resources; and
- WHEREAS, glare and light pollution can result in: hazardous circulation conditions for all modes of transportation; the diminishing ability to view the night sky; light trespass; and an unattractive townscape; and
- WHEREAS, the City of Dripping Springs was designated as a Dark Sky Community by the International Dark-Sky Association; and
- WHEREAS, the City desires to protect the health, safety and welfare of the general public, and to protect the night sky that adds to the quality of life and economic well-being of the City; and

- WHEREAS, these lighting regulations will not sacrifice the safety of our citizens or visitors, or the security of property, but instead will result in safer, efficient and more cost-effective lighting; 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 Texas Local Government Code Chapter 217, the City has specific authority to adopt an ordinance or police regulation declaring, prohibiting and abating public nuisances; and
- WHEREAS, lighting technology and standards have changed since the time the City originally adopted the Outdoor Lighting Ordinance and therefore the City desires to amend the Outdoor Lighting Ordinance to reflect new industry standards; and
- WHEREAS, the amendments have been recommended by City staff; and
- WHEREAS, Dripping Springs Planning and Zoning Commission recommended that the following outdoor lighting ordinance amendment be enacted on the 26th day of July 2016, after public notice and a public hearing; and
- WHEREAS, Dripping Springs Parks and Recreation recommended that the following outdoor lighting ordinance amendment be enacted on the 8th day of August 2016, after public notice and a public hearing; and
- WHEREAS, after public hearings held by the City Council on the 9th and 16th days of August 2016, the City Council voted to accept the recommendation of the Planning and Zoning Commission finding that the requested zoning satisfies the standards established by state law and the criteria required by the Code of Ordinances on the 16th day of August 2016.

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

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 24.06 of the City of Dripping Springs' Code of Ordinances is hereby amended so to read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any struck-through text shall be deleted from the Code, and any red text shall be inserted into the Code, as stated on *Attachment "A"*.

3. REPEALER

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

4. SEVERABILITY

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

5. CODIFICATION

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

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

7. PROPER NOTICE & MEETING

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

RECOMMENDED this, the 26th day of July 2016, by a vote of 5 (ayes) to 0 (nays) to of the Planning and Zoning Commission of Dripping Springs, Texas.

PASSED & APPROVED this, the 16th day of August 2016, by a vote of 3 (ayes) to 1 (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Todd Purcell, Mayor

ATTEST:

Kerri Craig, City Secretar

Attachment 'A'

City of Dripping Springs

CODE OF ORDINANCES

TITLE II: BUILDING & DEVELOPMENT REGULATIONS

CHAPTER 24: BUILDING REGULATIONS

ARTICLE 24.06: OUTDOOR LIGHTING

Sec. 24.06.001 Title

This article shall be known as the "lighting ordinance."

Sec. 24.06.002 Definitions

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 this code, shall be given the meanings set forth in the code. Words and phrases not defined in this code 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.

<u>Applicant</u>. A person or entity who submits to the city an application for an approval required by this code. To be qualified as an applicant under this article, the person or entity must have sufficiently documented legal authority or proprietary interests in the land to commence and maintain proceedings under this code. To avoid confusion, the term will not include anyone other than the property owner(s), tenant(s), or a duly authorized agent and representative of the property owner. As to enforcement between tenant(s) and property owner(s) of a particular piece of property, the property owner(s) shall have ultimate liability for violations of this article.

<u>B-U-G Ratings:</u> A luminaire classification system with ratings for backlight (B), uplight (U), and glare (G). The Backlight component of the rating system takes into account the amount of light in the BL, BM, BH and BVH zones depicted in Figure A below. The Uplight component takes into account the amount of light in the UH and UL zones. The Glare component takes into account the amount of light in the FH, FVH, BH and BVH zones.

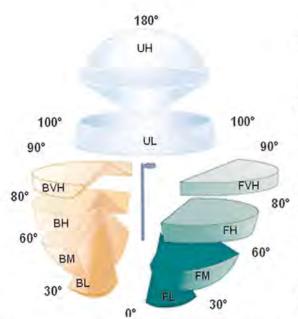


Figure A: Components of B-U-G Ratings

<u>City</u>. The City of Dripping Springs, an incorporated municipality located in Hays County, Texas.

<u>City limits</u>. The incorporated municipal boundary of the city, as may be expanded by annexation.

ETJ. The extraterritorial jurisdiction of the city.

<u>Full cut-off fixtures</u>. Fixtures, as installed, that are designed or shielded in such a manner that all light rays emitted by the fixture, either directly

from the lamps or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted.

Holiday lighting. Lighting used for a specific celebration which may be one of the following types:

- (1) Festoon type low-output lamps, limited to small individual bulbs on a string.
- (2) Low-output lamps used to internally illuminate yard art.
- (3) Flood or spot lights producing less than 2,000 lumens each, whose light source is not visible from any other property, and which are used only as temporary lighting.

<u>Light trespass</u>. Light emitted from fixtures designed or installed in a manner that unreasonably causes light to fall on a property other than the one where the light is installed, in a motor vehicle drivers' eyes, or upwards toward the sky.

<u>Lighting</u>. Any source of light that does not include natural light emitted from celestial objects or fire. The term includes any type of lighting, fixed or movable, designed or used for outdoor illumination of buildings or homes, including lighting for billboards, streetlights, canopies, gasoline station islands, searchlights used for advertising purposes, externally or internally illuminated on- or off-premises advertising signs, and area-type lighting. The term includes luminous elements or lighting attached to structures, poles, the earth, or any other location.

<u>Logo</u>. A representation or symbol adopted by a business, organization, or an individual used to promote instant public recognition.

<u>Lumen</u>. The unit of measurement used to quantify the amount of light produced by a bulb or emitted from a fixture (as distinct from "watt," a measure of power consumption). For the

purposes of this Article, the lumen output values shall be the initial lumen output ratings of a lamp as defined by the manufacturer, multiplied by the lamp efficiency. Lamp efficiency of 95% shall be used for all solid-state lamps and 80% for all other lamps, unless an alternate efficiency rating is supplied by the manufacturer. The initial lumen rating associated with a given lamp is generally indicated on its packaging or may be obtained from the manufacturer. (Abbreviated lm)

<u>Lumens per acre</u>. The total number of lumens produced by all lamps utilized in outdoor lighting on a property divided by the number of acres, or part of an acre, with outdoor illumination on the property.

<u>Luminous elements (of a light fixture)</u>. The lamp (light bulb), any diffusing elements, and surfaces intended to reflect or refract light emitted from the lamp individually or collectively comprise the luminous elements of a light fixture (luminaire).

<u>Major addition</u>. Enlargement of twenty-five percent (25%) or more of the building's gross floor area, seating capacity, or parking spaces, either with a single construction project or cumulative series of construction projects, after the enactment of this article. The term also includes replacement of twenty-five percent (25%) or more of installed outdoor lighting.

Nonresidential. Property designated as nonresidential under the city's zoning ordinance.

<u>Outdoor lighting</u>. Temporary or permanent lighting that is installed, located or used in such a manner to cause light rays to shine outdoors. Nonresidential fixtures that are installed indoors that cause light to shine outside are considered outdoor lighting for the intent of this article. (See <u>figure-B</u>), residential fixtures installed indoors generating more than 6,200 lumens (approximately equal to a 300 watt incandescent bulb) that cause light to shine outside are also considered outdoor lighting for the intent of this article.

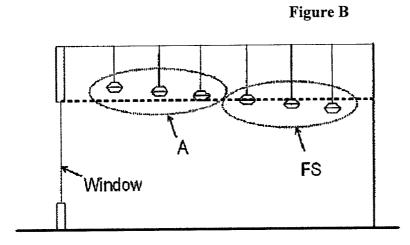


Figure B: Elevation view showing a nonresidential application of indoor lighting, labeled FS, which will be subject to this article and indoor lighting, labeled A, which is installed so that it is not subject to this article. This example presumes the structure in question is not elevated such that any of the luminaires labeled A in the figure above may be seen from any other property. If

the structure is elevated such that the luminaires labeled A are visible from another property then, they are subject to this article.

<u>Person</u>. A human individual, corporation, agency, unincorporated association, partnership, or sole proprietorship.

Residential. Property designated as residential under the city's zoning ordinance.

<u>Temporary lighting</u>. Lighting intended for uses which by their nature are of limited duration; for example holiday decorations, civic events, or construction projects.

<u>Total outdoor light output</u>. The total amount of light, measured in lumens, from all outdoor light fixtures within the illuminated area of a property. The lumen value to be used in the calculation is the lumen value as defined in this Article. To get the total, add the initial lumen output attributed to each light fixture.

<u>Uplighting</u>. Lighting that is directed in such a manner as to shine-project light rays above the horizontal plane running through the lowest point on the fixture where light is emitted.

Sec. 24.06.003 General

- (a) Scope.
 - (1) This article applies within the city limits.
 - (2) Nothing herein shall be construed as preventing or limiting the city from applying this article to the ETJ through agreements with property owners, or as a term affixed to a conditional approval (such as a variance).
- (b) Exemption. The following are exempt from the application of the regulations of this article:
 - (1) Lighting equipment required by law to be installed on motor vehicles; or
 - (2) Lighting required for the safe take-off and landing of aircrafts.
- (c) Prohibition. A person commits an offense by doing the following:
 - (1) Installs outdoor lighting contrary to this article;
 - (2) Fails to comply with any terms or conditions set forth in a permit issued under this article.
 - (3) Installs outdoor lighting without obtaining a permit when the total number of the lumen outputs for all lights installed within any 90 day period is greater than 2500 lumens.

Sec. 24.06.004 New lighting

- (a) <u>General</u>. All outdoor lighting shall be installed in conformance with the provisions of this article, applicable electrical codes, energy codes, and building codes, except as provided herein.
- (b) Prohibition. A person commits an offense by doing the following:
 - (1) Installs outdoor lighting contrary to this article;
 - (2) Fails to comply with any terms or conditions set forth in a permit issued under this article;
- (3) Installs outdoor lighting without obtaining a permit when the total number of the lumen outputs for all lights installed within any 90 day period is greater than 2500 lumens.
- (c) <u>Nonresidential</u>. All outdoor lighting installed on nonresidential properties shall conform to the standards by this article, except as provided herein.
- (d) <u>Residential</u>. All outdoor lighting installed on residential properties that is affixed to a construction project for which a building permit is required under this code shall conform to the standards established by this article.

Sec. 24.06.005 Nonconforming existing lighting

- (a) All existing outdoor lighting that was legally installed before the enactment of this article, that does not conform with the standards specified imposed by this article shall be considered nonconforming. Nonconforming outdoor lighting is allowed to remain until required to be replaced pursuant to the terms of this article.
- (b) If more than fifty percent (50%) of the total appraised value of a structure (as determined from the records of the county's appraisal district), has been destroyed, the nonconforming status expires and the structure's previously nonconforming outdoor lighting must be removed and may only be replaced in conformity with the standards of this article.
- (c) Nonconforming outdoor lighting shall be brought into conformance with this article as follows:
 - (1) <u>Nonresidential Application</u>. All existing outdoor lighting located on a subject property that is part of an application for a rezoning application, conditional use permit, subdivision approval, or a building permit for a major addition is required to be brought into conformance with this article before final inspection, issuance of a certificate of occupancy, or final plat recordation, when applicable. For the following permits issued by the city, the applicant shall have a maximum of 90 days from date of permit issuance to bring the lighting into conformance: site development permit, sign permit for an externally or internally-illuminated outdoor sign, initial alcoholic beverage permit, initial food establishment permit, and on-site sewage facility permit.

- (2) <u>Residential addition or remodel</u>. Nothing herein shall be construed to terminate a residential property's nonconforming status as a result of an addition or remodel.
- (3) <u>Abandonment of nonconforming</u>. A nonconforming structure shall be deemed abandoned if the structure remains vacant for a continuous period of six (6) months. In that instance, the nonconforming status expires and the structure's previously nonconforming outdoor lighting must be removed and may only be replaced in conformity with the standards of this article.
- (d) It is unlawful to expand, repair or replace outdoor lighting that was previously nonconforming, but for which the prior nonconforming status has expired, been forfeited, or otherwise abandoned.
- (e) Outdoor lighting on property used for commercial purposes that is not in conformance with this article shall be brought into conformance with this article within ten (10) years from the date of adoption of this article. For property annexed into the city limits after September 2016, the tenyear period established by this subsection shall commence upon the effective date of the annexation. Nothing in this subsection may be construed to allow light trespass or any other form of nuisance from outdoor lighting. A new purchaser of property may request a three year extension to come into compliance if property is purchased within ten (10) years of the enactment of this ordinance.

Sec. 24.06.006 Shielding and total outdoor light output standards

- (a) Governmental-owned streetlights, if rated by the B-U-G classification system:
 - (1) Shall be rated and installed with the maximum Backlight component limited to the values in Table 1 based on location of the light fixture where the property line is considered five (5) feet beyond the actual property line.
 - (2) Shall be rated and installed with the Uplight component of zero (U0), and;
 - (3) Shall be rated and installed with the Glare component of no more than G1 unless four sided external shielding is provided so that the luminous elements of the fixture are not visible from any other property. Mounting height or topography may cause the luminous elements of a G1 or G0 rated governmental owned streetlight to require additional shielding to reduce glare.

Table 1

	Governmental Owned Rating
Fixture is greater than 2 mounting heights from property line	В3

Fixture is 1 to less than 2 mounting heights from property line	B2
Fixture is5 to 1 mounting heights from property line	B1
Fixture is less than 0.5 mounting height to property line	В0

(b) Governmental owned streetlights, if not rated by the B-U-G classification system, shall meet the qualifications to be full cut-off fixtures. (See <u>figure C</u>). Mounting height or topography may cause the luminous elements of a governmental owned streetlight to require additional shielding to reduce glare.

Figure C

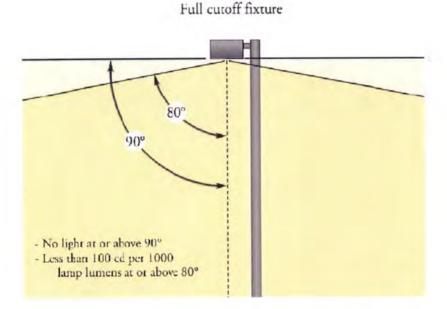


Figure C: Full cutoff fixtures do not allow any light to be emitted above the fixture. The fixture limits the light output in the first 10 degrees below the horizontal, to less than 10% of the total light output.

(c) All outdoor lighting, except governmental owned streetlights, shall be shielded so that the luminous elements of the fixture are not visible from any other property. Mounting height or proximity to property lines may cause the luminous elements of a light fixture to require additional shielding (See figures D and E).

Figure D

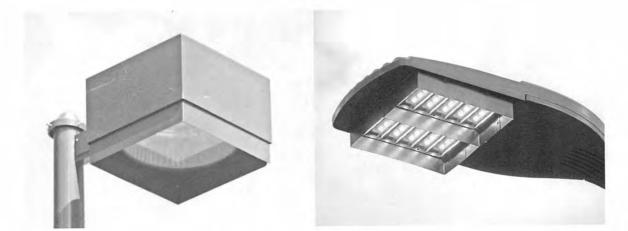


Figure E

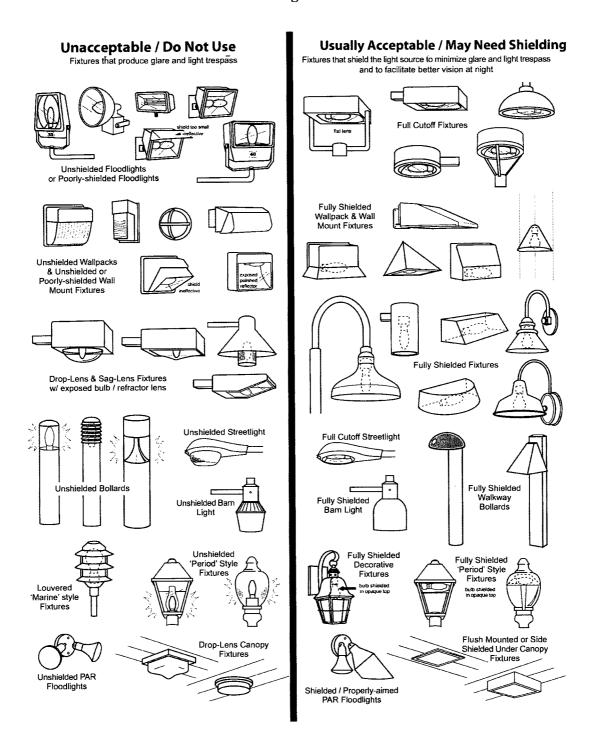


Figure E: The lights on the left are nonconforming. Those on the right can be used in most cases. However, the mounting height and proximity to the property line may cause them to need additional shielding to prevent the luminous elements from being visible from any other property.

- (d) Non-governmental light fixtures, if rated by the B-U-G classification system:
 - (1) Shall be rated and installed with the maximum Backlight component limited to the values in Table 1 based on location of the light fixture where the property line is considered to be five (5) feet beyond the actual property line.
 - (2) Shall be rated and installed with the Uplight components of zero (U0), except for uplighting covered in this Ordinance, and
 - (3) Shall be rated and installed with the Glare component no more than G0 unless four sided external shielding is provided so that the luminous elements of the fixture are not visible from any other property.
 - (4) Shall be shielded in accordance with this article.
- (e) Outdoor uplighting is prohibited, except in cases where the fixture is shielded by a roof overhang or similar structural shield and a licensed architect or engineer has stamped a prepared lighting plan that ensures that the light fixtures(s) will not cause light to extend beyond the structural shield, and except as specifically permitted in this article.
- (f) Outdoor lighting fixtures, except uplighting covered in subsection (c) above, are not allowed to have light escape above a horizontal plane running through the lowest point of the luminous elements. (See figures F and G).

Figure F

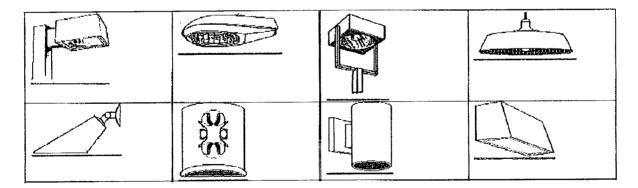


Figure F: This figure shows examples of fixtures that will may conform to the provision to not allow light to escape above a horizontal plane running through the lowest point of the luminous elements if they are closed on top and mounted such that the bottom opening is horizontal. Note that the mounting height and proximity to the property line, or internal optics may cause them to need additional shielding to prevent the luminous elements from being visible from any other property.

A practical way to determine if a light fixture will conform to the provision to not allow light to escape above a horizontal plane running through the lowest point of the luminous elements: the lamp or tube, any reflective surface or lens cover (clear or prismatic) must not be visible when viewed from above or the side.

Figure G

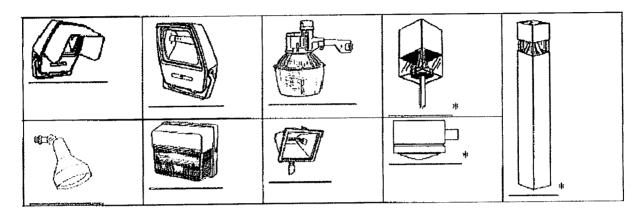


Figure G: This figure illustrates examples of fixtures that do not conform to the provision to not allow light to escape above a horizontal plane running through the lowest point of the luminous elements.

- *Note: Even though the lamps in these fixtures are shielded from direct view when viewed from the side or above, reflective surfaces within the fixtures and/or lens covers are directly visible from the side.
- (g) Total outdoor light output (excluding governmental owned streetlights used for illumination of public rights-of-way and outdoor recreation facilities) of any nonresidential property shall not exceed 100,000 lumens per net acre in any contiguous illuminated area. This lumen per net acre value is an upper limit and not a design goal; design goals should be the lowest levels that meet the requirement of the task.
- (h) Total outdoor light output (excluding governmental owned streetlights used for illumination of public rights-of-way and outdoor recreation facilities) of any residential property shall not exceed 25,000 lumens per net acre in any contiguous illuminated area.
- (i) Outdoor Recreation Facilities
 - (1) Lumen Cap Exemption
 - (a) Outdoor recreational facilities are not subject to the lumens per net acre limit.
 - (b) Outdoor lighting for sports facilities shall be designed to create minimum off-site spill, glare, and sky glow while honoring the guidelines for Class IV Play, as defined by the Illuminating Engineering Society of North America (IESNA) publication IES RP-06 or guidelines of a recognized sports organization such as the Texas University

Interscholastic League (UIL), Little League, or the United States Soccer League. To be considered a recognized sports organization, the City Administrator must first approve such organizations guidelines.

(c) Class IV levels of illumination, as defined by IESNA, are encouraged to be utilized during practices if the competition lighting is established at a higher illumination level than Class IV.

(2) Shielding

Fixtures used for non-aerial sports, such as track and field, shall be fully shielded. Fixtures used for aerial sports, such as baseball and softball shall be shielded to the full extent possible while also allowing the minimum of vertical illuminance needed by the players to track the ball as stated in writing by a sports lighting engineer recognized by peers as being an expert in that field. The sports lighting vendor must meet the guidelines for the specific sport and have the lowest available off-site spill, glare, and sky glow values.

(3) Certification

Lighting systems for outdoor recreational facilities shall be designed and certified by an engineer registered in Texas as conforming to all applicable restrictions of this Code before construction commences. Further, after installation is complete, an engineer registered in Texas shall certify that the lighting system installation is consistent with the certified design.

(4) Curfew

No sports facility shall be illuminated between 10:30 pm and sunrise, except to conclude a scheduled recreational or sporting event in progress that began prior to 9:30 pm.

Sec. 24.06.007 Lighting for outdoor signs and panels

(a) Outdoor internally-illuminated signs (whether freestanding or building mounted) shall be constructed with an opaque background and translucent letters and symbols or with a colored background and lighter letters and symbols. (See <u>figure H</u>). The internally-illuminated portion of the sign cannot be a light toned color such as white, cream, off-white, light tan, or light unless it is part of a logo. Light toned colors such as white, cream, off-white, light tan, or light yellow are permitted in the logo only, provided that such colors in the logo shall represent not more than 33% of the total sign area permitted. Lamps used for internal illumination or backlighting of lettering shall not be included in the total outdoor light output calculation.

Figure H

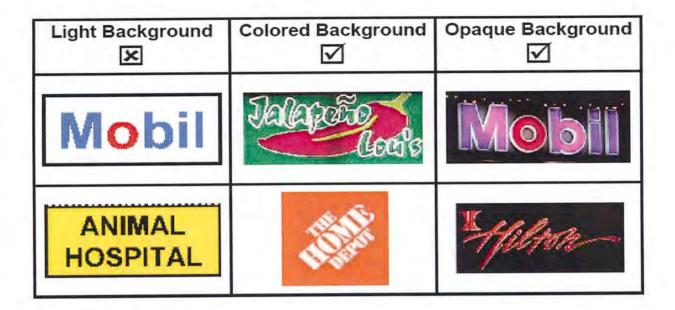


Figure H: Internally-illuminated signs.

- (b) Outdoor internally-illuminated panels (such as illuminated canopy margins or building faces), shall be included in the total outdoor light output calculation.
- (c) Outdoor externally-illuminated signs shall conform to all provisions of this article and the sign ordinance, chapter 26 of this code.

Sec. 24.06.008 Lighting under canopies, building overhangs, or roof eaves

- (a) All outdoor light fixtures located under canopies, under building overhangs, or under roof eaves must conform to all provisions of this article.
- (b) Outdoor light fixtures located under canopies, under building overhangs, or under roof eaves where the center of the lamp or luminaire is located at 5 feet, but less than 10 feet from the nearest edge of the canopy or overhang are to be included in the total outdoor light output as though they produced only one-quarter (1/4) of the lamp's rated lumen output. (See <u>figures I and J</u>).

Figure I

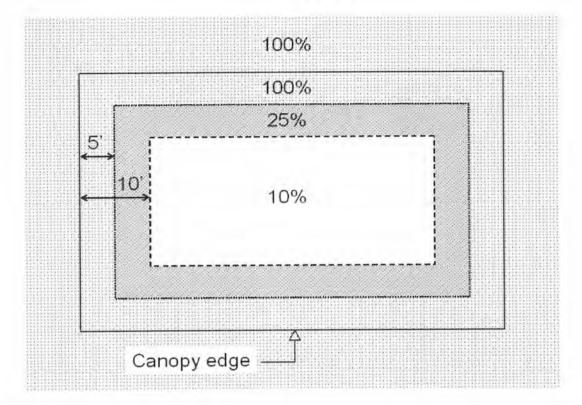


Figure I: Plan view of a canopy, showing fixture location and initial lamp output percentage counted toward total lumens.

Figure J

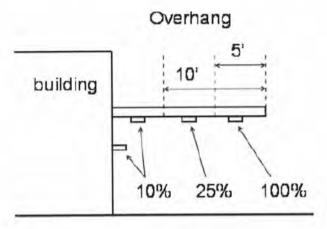


Figure J: Elevation view of a canopy or overhang attached to a building, showing location of shielded fixtures and initial lamp output percentage counted toward total lumens.

- (c) Outdoor light fixtures located under canopies, under building overhangs, or under roof eaves where the center of the lamp or luminaire is located 10 or more feet from the nearest edge of a canopy, building overhang, or eave are to be included in the total outdoor light output as though they produced only one-tenth (1/10) of the lamp's rated lumen output. (See figures I and J)
- (d) The total light output used for illuminating under canopies or building overhangs, defined as the sum of all under canopy initial lamp outputs in lumens, shall not exceed 20 lumens per square foot under the canopy area. All lighting mounted under the canopy, including but not limited to light fixtures mounted on the lower surface of the canopy and auxiliary lighting within signage or illuminated panels under the canopy, is to be included in the total.

Sec. 24.06.009 Neon Lighting

Neon lighting is permitted, so long as lumen calculations from such lighting are included in the total outdoor light output calculations for the site. Lumens are calculated on a per foot basis, rather than per "fixture." Such lighting shall also be subject to the shielding requirements of this section, unless exempted under <u>section 24.06.014</u>.

Sec. 24.06.010 Flagpoles

- (a) Nothing herein shall be construed to limit or apply to the flagpoles in existence at the Veterans Memorial Park, which are expressly grandfathered.
- (b) If the flag of the United States of America is displayed during the hours of darkness, it should be illuminated as recommended in the Federal Flag Code.
- (c) Lighting of up to a total of two (2) flags per property is permitted with the following conditions:
 - (1) The flags must either be the flag of the United States of America, a flag of the State of Texas, a flag of a military branch of the United States of America or a flag of a branch of military of the State of Texas in order for illumination to be permitted.
 - (2) Flag poles with a height greater than 20 feet above ground level shall be illuminated from above, if illuminated at all. This may be achieved by utilizing a light fixture attached to the top of the flag pole or a fixture mounted above the top of the flag pole on a structure within 15 feet of the flag pole and must comply with all sections of this ordinance except for lights such as the ones in Figure K. The total number of lumens initially output from any light fixture mounted on top of or above a flag pole is limited to 800.
 - (3) Flag poles with a height equal to or less than 20 feet above ground level may be illuminated from below. They are to be illuminated with up to 2 spot type fixtures utilizing shields or diffusers to reduce glare, whose maximum combined lumen output is 78 lumens per foot of pole height, measured from the light fixture to the top of the flag

pole. The fixture is to be mounted so that the lens is perpendicular to the flag pole and the light output points straight up at the flag.

Figure K





Figure K: Options for flagpole lighting.

(4) Lamps used for flagpole illumination shall be included in the total outdoor light output.

Sec. 24.06.011 Lighting curfews

- (a) Nonresidential outdoor lighting intended to be left on more than 30 minutes after closing, or the completion of activities, must be reduced to 25% or less of the total outdoor light output allowed.
 - (1) Motion sensor activation may be allowed to cause the light to resume total outdoor light output allowed only when activated and to be reduced back to 25% or less of total outdoor light output allowed within 5 minutes after activation has ceased, and the light shall not be triggered by activity off the property.
 - (2) The 75% reduction in illumination may be accomplished by dimming, by turning off 75% of the light fixtures, by a combination of the two, or by any other method that results in a total outdoor light output of no more than 25% of the total outdoor light output allowed.
- (b) Illumination for all advertising signs, both externally and internally illuminated, shall be turned off by the later of closing time or 10:00 p.m., provided, however, that such signs may be turned back on prior to sunrise, but no more than one hour prior to opening.
- (c) Street lighting, other than at the intersection of roadways, shall utilize half night photocells or timers to turn off the lights halfway between dusk and dawn. Passive reflective roadway markings are encouraged.
- -(d) Outdoor recreational facilities must follow the curfew as defined in Sec. 24.06.006 (i) Outdoor Recreational Facilities.
- (e) All outdoor lighting is encouraged to be turned off when no one is present to use the light.

Sec. 24.06.012 Prohibitions

- (a) The installation of any mercury vapor fixture or lamp for use as outdoor lighting is prohibited.
- -(b) Luminaires rated at more than 3000 Kelvin (K) are prohibited with the exception of luminaires installed prior to the enactment of this revised article rated no more than 4000K, which are shielded on every side so that the source of light is not visible from any other property and the combination of all such fixtures within any ten-foot by ten-foot area does not produce more than 4100 lumens for a pole mounted fixture or 2050 lumens for a wall mounted fixture. Luminaries with a higher Kelvin ratings are permitted if the Scotopic-to-Photopic (S/P) ratio is no greater than 1.2.
- -(c) The installation of any barn-light style fixture for use as outdoor lighting is prohibited unless the fixture includes a full opaque reflector instead of the standard translucent lens. An example of barn-light style with and without the required opaque reflector is shown in figure ML.

Figure L



Figure L: Acceptable shielding of barn-style light fixtures.

(d) The operation of searchlights for advertising purposes is prohibited.

Sec. 24.06.013 Submission of plans and evidence of compliance

- (a) All commercial building permit applications must include an outdoor lighting plan which includes the following information:
 - (1) The location of all existing and proposed light fixtures (may be included on-site plan).
 - (2) A lumen calculation sheet to determine lumens per net acre. It must include the square footage of the total area to be illuminated, the light fixture catalog descriptions or ordering number, lamp types (i.e., incandescent, low pressure sodium, compact

fluorescent, LED, etc.), the Kelvin rating for the lamp, the B-U-G rating for the selected fixture (if available), the number of fixtures or lamps (use the same unit corresponding to the unit used to determine how many lumens are produced), fixture or lamp initial lumens, the location from the edge of a canopy (if applicable), and mounting height of all existing and proposed lamps.

- (3) Manufacturer's specification sheets for all existing and proposed light fixtures.
- (4) Elevations with notes where light fixtures are to be installed indoors which may be seen from the exterior.
- (5) Site plan with specific measurements in feet for the area to be illuminated. A scale notation is not sufficient.
- (6) Acknowledgement that the applicant has received notification of the provisions of this article.
- (b) Upon receipt of residential building permit applications, city staff shall provide the homebuilder and/or applicant with educational materials about this article. The city's submission of educational materials shall be prima facie evidence that the applicant has received notification of the provisions of this article.
- (c) Verification that a residential or commercial construction project requiring a building permit application has complied with the provisions of this article shall occur during the final electrical inspection by the city building inspector.
- (d) For the first 60 days after the enactment of this article, residential building permit applicants may postpone the submission of the plans and evidence of compliance defined in this section for a maximum of 30 business days after the submission of their building permit application.

Sec. 24.06.014 Exemptions

The following lighting instances are exempt from this article:

- -(1) Outdoor light fixtures with a maximum output of 180 lumens per fixture, regardless of the number of bulbs, may be left unshielded provided the fixture has a diffuser installed, and the source of the light is not visible from any other property. The output from these fixtures shall not exceed 10% of the total outdoor light output allowed.
- (2) Outdoor light fixtures with a maximum output of 360 lumens per fixture, regardless of the number of bulbs, which are shielded with a medium to dark tone lens provided said lens reduces the lumen output approximately in half, and the source of the light is not visible from any other property. The output from these fixtures shall not exceed 10% of the total outdoor light output allowed.

- (3) Outdoor lighting for which light is produced directly by the combustion of fossil fuels.
- (4) Holiday lights as defined in this article are exempt from the requirements of this article from November 15th to January 15th during the hours from 6:00 a.m. to midnight each day, except that flashing holiday lights are prohibited on nonresidential properties. Flashing holiday lights on residential properties are discouraged. Holiday lights may be illuminated one additional seven (7) day period per calendar year.
- (5) Lighting required by law to be installed on motor vehicles.
- (6) Lighting needed during activities of law enforcement, fire and other emergency services.
- (7) Lighting employed during emergency repairs of roads and utilities may be unshielded provided the lights are positioned so they do not shine in the eyes of passing drivers.
- (8) Lighting required for the safe operation of aircraft.
- (9) Temporary lighting required to save life or property from imminent peril provided the lights are positioned so they do not shine in the eyes of passing drivers.
- (10) Festoon type low-output lamps, limited to small individual bulbs on a string with a maximum output of 56 lumens within any square foot. The bulbs must have a rating of no more than 2800 Kelvin, may not be located within three (3) feet of a reflective surface such as a light colored or metal wall, and the bulbs may not be visible from any residential property within 50 feet of the installed lights. The lumen output from these lamps shall be doubled for inclusion in the total outdoor light output calculations and that doubled lumen value shall not exceed 20% of the total outdoor light output allowed for the property.
- (11) Low-intensity mini-lights or rope-type lights in amber, gold, yellow, cream, red, orange, or warm white wrapped on a tree, post, or other similar object provided the layers are at least six (6) inches apart. The output from these mini-lights shall not exceed 2% of the total outdoor light output allowed for the property and will be included in the lumens calculation for the total outdoor light output allowed.
- (12) Temporary lighting for theatrical, television, performance areas, events, or construction areas provided the lights are positioned so they do not shine in the eyes of passing drivers and the source of the illumination is shielded from any other property. This temporary lighting must not allow any light to be projected or reflect above the structures or trees on the property.
- (13) Lighting required by federal or state laws or regulations.

Sec. 24.06.015 Materials and methods of installation

This article is not intended to prohibit the use of any design, material or method of prescribed installation not specifically proscribed by this article, provided such alternative meets the legislative intent of this article.

Sec. 24.06.016 Compliance with building code

All lighting installations commenced in accordance with this article must be in compliance with the International Building Code, as adopted by the city council.

Sec. 24.06.017 Civil and criminal penalties

The city shall have the power to administer and enforce the provisions of this article as may be required by governing law. Any person violating any provision of this article is subject to suit for injunctive relief as well as prosecution for criminal violations.

Sec. 24.06.018 Criminal prosecution

Any person violating any provision of this article shall, upon conviction, be fined a sum not exceeding five hundred dollars (\$500.00). Each day that a provision of this article is violated shall constitute a separate offense. An offense under this article is a class A misdemeanor. The culpable mental state to incur criminal liability under this article is recklessness.

Sec. 24.06.019 Civil remedies

Nothing in this article shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this article and to seek remedies as allowed by law, including, but not limited to the following:

- (1) Injunctive relief;
- (2) Monetary damages; and
- (3) Other relief as directed by a court with jurisdiction over the matter.

Sec. 24.06.020 Alternative relief

To prevent specific conduct that violates this article or to require specific conduct that is necessary for compliance with this article; and

(1) In lieu of criminal prosecution, a civil penalty up to five hundred dollars (\$500.00) a day to be deposited in the landscaping fund, when it is shown that the defendant was actually notified of the provisions of this article and committed acts in

violation of this article or failed to take action necessary for compliance with this article; and other available relief.

(2) In the event work is not being performed in accordance with this article, the city shall issue a stop-work order and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop-work order is in effect.

Sec. 24.06.021 Public nuisance

- (a) Any violation of this article that results in light trespass or an unreasonable interference with the common and usual use of neighboring property is hereby declared to be a public nuisance, which is prohibited by this article.
- (b) It is an offense under this article for a person to emit light onto the property of another unreasonably interfering with the neighboring property owner's use and enjoyment of their property.

Sec. 24.06.022 Administrative guidance

The city is authorized to promulgate one or more interpretive documents to aid in the administration of, and compliance with, this article. Such interpretive documents shall be educational only and shall not constitute regulations, amendments, or exceptions.

(Ordinance 1260.20 adopted 1/13/11)

San Marcos Publishing, LP Wimberley View • Century News

P.O. Box 49, Wimberley, Texas 78676 *(512) 847-2202*

State of Texas County of Hays

Before me, the undersigned authority, on this day personally appeared Dalton Sweat, who being by me here and now duly sworn, upon oath says:

My name is <u>Dalton Sweat</u>, and I am the <u>General Manager</u>, of the <u>The Wimberley View & The Dripping Springs Century News</u>, a newspaper of general circulation in Hays County, Texas, and a newspaper which has been regularly and continuously published in Wimberley, Hays County, Texas, for a period of more than one year immediately preceding the date of publications of the following, and that the said notice, a copy of which follows, was published in the regular edition of said newspaper for a period of under on the following dates:

<u>September 22,</u> 2016 _______2016 ______2016

The said <u>General Manager</u>, <u>Dalton Sweat</u> further states that the rate charged for this publication is the lowest rate charged to commercial advertisers for the same class as advertising for a like amount of space.

Signature of Affiant

Subscribed and Sworn to me, by the said General Manager Dalton Sweat this 21st September, 2016 to certify which witness my hand and seal of office.

__day of

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IOTARY PUBLIC in and for Hays County, Texas

MATTATHA MARIE BARKER My Commission Expires November 04, 2018

Received

SEP 28 2016

City of Dripping Springs

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PUBLIC NOTICE CITY OF DRIPPING SPRINGS

The City of Dripping Springs City Council Passed and Approved an Ordinance 1260.30—An ordinance of the City of Dripping Springs Amending Article 24.06 of the Dripping Springs Code of Ordinances; Modifying Regulations for Outdoor Lighting in the City Limits and, When Possible, In the Extraterritorial Jurisdiction Through Contracts and Development Agreements; Providing for the Following Rules; Standards; Procedures; Criminal Penalties Including Criminal Fines Not to Exceed \$500.00 Per Violation and Civil Fines of Up to \$500.00 Per Violation; Repealer; Severability; and an Effective Date.

LEGAL NOTICE





9600 Escarpment Blvd., Suite 745-4 Austin, Texas 78789 Date: 06.04.21

Project: Anarene/Double L

City of Dripping Springs Parkland Dedication Plan

MEMORANDUM

To: Laura Mueller, City Attorney

Amanda Padilla, City Senior Planner

This memo serves as follow-up correspondence to the May review by LUCK Design Team, LLC of the Anarene/Double L Parkland Dedication Plan. Please reference Parkland Dedication Plan Narrative and site plans.

*** *** ***

After review we have the following observations and recommendations:

- 1. As part of the original Developer Agreement (DA), 1,710 residential DU's were proposed. The new DA has 3,393 total proposed DUs for the proposed development; 2,886 of these are residential. The difference in residential DUs between the original DA and the new DA under consideration is an additional 1,176 DUs. Because the original DA was submitted prior to the new ordinance, it is our understanding that they the original 1,710 residential DU's are not subject to the parkland development fee. However, the additional 1,176 DUs as part of the revision are subject to negotiation/discussion.
- 2. The amount of parkland required per the new parkland dedication ordinance (1 acre/23 DUs is 147.52 acres. The amount of parkland required per the old parkland dedication ordinance (1 acre/25 LUEs is 135.72 acres. The application is showing parkland dedication of 472.32 acres, exceeding 23 DU ordinance requirements by 324.80 acres.

For reference purposes:

- 25.0 acres of land adjacent to DSRP were originally given to the City of Dripping Springs as part of the original developer agreement;
- the amount of parkland within the TCEQ setback is 185.22 acres (39.21%);
- the amount of parkland within the floodplain is 52.82 acres (11.18%);
- the amount of parkland outside the TCEQ setback and outside the floodplain is 208.58 acres (44.16%).
- 3. Developer has provided flexibility with connection to Rathgeber Natural Resource Park. Design of this area will be fine-tuned at the time of platting and as the program and entrance requirements at Rathgeber are finalized.
- 4. Much of the dedicated parkland is open space that is located in either the Water Quality Buffer Zone or the TCEQ set back. The development restrictions and parameters of these two designations are listed below:
 - a. Water Quality buffer zone: trail improvements only;
 - b. TCEQ setbacks allowed and prohibited activities: The types of activities that are allowed within a buffer zone are very limited. These restrictions protect the quality of water entering karst features and the environmental integrity of the buffer zones. Public access may be allowed o

Item 3.

defined, low impact hike and bike trails within the buffer zones. Access roads may be proviled for emergency vehicles or for buffer/habitat maintenance. Trails and access roads should be carefully placed to avoid erosion, and to avoid directing sediment and potential contaminants in storm water runoff from the trails and access road areas into the feature. All entrances to the buffer area must have clearly legible signs alerting people to the presence of the buffer zone and any restricted activities.

To maintain water quality, the following activities are prohibited within the buffer zone boundaries.

- o General use of any fertilizers, herbicides, or pesticides is prohibited. If fire ant infestation becomes acute, consult with USFWS for products approved for use and methods of us-age.
- o An acute infestation is defined as: (1) fire ant densities greater than 40 mounds per
- o acre or (2) more than 40 mounds within 344 ft of the entrance to any karst feature habitat. Construction of new general use roads, utilities, or other development including water,
- o storm water, or wastewater lines, treatment ponds, structures or other facilities is prohibited.
- o Storage, maintenance, or use of motorized vehicles is prohibited. The only motorized vehicles
- o that can be used in the buffer zone area must be used for emergencies or to
- o facilitate the operation, monitoring, or maintenance of buffer zone area.
- 5. All of the parks in the proposed development are designated as private except for the east –west public trail and open area around that public trail and the 25-acres of land adjacent to DSRP. The new ordinance states a 25% maximum for private parks to meet the parkland dedication requirements. However, this development was originally vested under the old ordinance so this new stipulation does not apply.

6. A regional public access trail connection links DSRP to Rathgeber Natural Resource Park. (See below.)

RETAIL
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As currently proposed, the solid purple "Trail" will double as a maintenance road and would be developed/constructed by the Developer. Per the developer, the dashed purple public trail (on the west end connecting to DSRP and on the east end potentially connecting to Rathgeber) would be the responsibility of the City to develop if the City wants to develop.

The developer states it would pay the \$648/ additional lot over 1,710 residential lots. The total residential lots allowed per this DA modification is 2,886. So the delta of additional lots is 1,176 with a calculated

Item 3.

parkland development fee of \$762,048. However, the developer would like to partially offset the parkladevelopment fee by incorporating the value of the developer portion of the public trail (the solid purple public trail). The impact of this value is based on the following assumptions:

An 8' wide trail of 6" decomposed granite trail over 6" of compacted road base. The developer estimates the trail length to be 4,008 linear feet @ \$60/lf = \$240,500.

The parkland development fee for 1,176 additional lots:	\$762,048
Minus the proposed credit for public use trail	\$240,500
Revised Parkland Development Fee	\$521,548

The value of the purple dashed trails that the City would be responsible for developing and constructing is approximately \$264,000. The developer estimates the total trail length to be 4,400 linear feet @ \$60/lf. This trail length includes both the connecting section to DSRP and the trail section to Rathgeber Natural Resource Park. The trail length is approximately equal for each trail sections.

Options open for discussion with the Parks and Recreation Commission are the City considering if it would like to construct the connecting trail sections to DSRP or Rathgeber (with the possible use of trail grant monies) or to ask the developer to construct the trails with further reduction of the revised parkland development of another \$264,000. Note: all trail estimates are based on today's dollar value and are not projected costs into the future.

7. Section 2.4 of the draft develop agreement states that "Park fees for such Additional Lots shall be due and payable to the City at the time Additional Lots are platted." Per correspondence with the developer's engineer, the developer is contemplating full buildout of the 2,886 DUs in 2034. Thus, any parkland development fees due to the City will not be paid until many years in the future.

We recommend Parks and Recreation Commission approval of the Anarene/Double L Parkland Dedication Plan subject to discussion and direction of Items 6 & 7 as stated above.

Prepared By: Brent Luck

From: Lauren Hanigan
To: Planning
Cc: Rob Hanigan

Subject: OPPOSING Anarene/Double L Development Application – The Springlake Neighborhood

Date: Friday, August 6, 2021 4:08:53 PM

To the Dripping Springs Planning Committee,

My husband and I are residents of the Springlake neighborhood here in Dripping Springs, and are extremely discouraged, disappointed and saddened to have learned about the proposed Anarene/Double L development plans (DA2020-0002) along RR12. We purchased our property in 2018, with the intention of enjoying it in quiet solitude under dark skies for years to come. Since moving here, Rob and I have done everything in our power to respect and nurture the native wildlife and fragile ecosystems around us.

My husband is a disabled veteran whose mental health is extremely dependent on a quiet, calm country lifestyle in a community with strong values and a healthy respect for the land. A large part of why we chose to call Dripping Springs home was the comfort and stillness we found here. I fear the sense of calm we've grown to love so much will vanish with the onset of the massive residential growth around us. We love this land for its rugged beauty and had hoped to see it responsibly preserved and protected as the inevitable wave of development charges toward our community. Instead, everything that makes this place special would be decimated to make way for yet another massive block of tightly packed home lots that would strain our infrastructure and claw away at our natural hill country surroundings. It's absolutely heartbreaking to imagine the loss Dripping Springs will feel for the sake of sheer, uninhibited commercial greed. Our roads simply cannot sustain the volume that is projected to descend on our community once this new development (in addition to Big Sky Ranch and others) is established and filled. Our schools and markets will be overextended. Our cherished wildlife will be displaced from their natural habitats to the point of utter disappearance.

It's clear that there is no plan to develop our community responsibly. It's clear that money, as always, has taken priority over the protection and preservation of our land. It's clear that the approach is simply to consume everything in sight and deal with the consequences later. I sincerely hope that the outrage from the current residents of Dripping Springs is deafening enough to inspire pause, so that the responsible parties will consider the profound impact that this decision will have on the community. Assuming the proposed project moves forward however, I ask this on behalf of my family, friends and neighbors:

- A generous green belt/buffer zone is incorporated around the outside of the development to respect the privacy of current residents on neighboring properties, and to provide refuge for displaced wildlife
- The land is respected and mature hardwood trees and drainages are kept intact with ample greenspace and respect for wildlife including endangered birds
- There is a clear plan laid out for the incoming load on our roads, schools and community amenities.
- Our participation in the Dark Sky Community is respected and rules governing light pollution are strictly enforced on all developments, new and existing.

Rob and I plan to attend the hearings at Dripping Springs City Hall to continue the fight against this application to destroy the land that we love.

Thank you,

Lauren Hanigan Springlake Resident Dripping Springs, TX From: Marshall Seedorff
To: Planning
Co: Samantha Seedor

Cc: <u>Samantha Seedorff</u>

Subject: Opposition to Anarene/Double L Development Application - Spring Lake Resident

Date: Friday, August 6, 2021 2:31:19 PM

Dripping Springs Planning Committee,

My family and I were extremely disappointed to learn about the Anarene/Double L development plans (DA2020-0002) . We share a property line with the proposed development (1970 Spring Valley Dr.). We moved our family to dripping springs in 2018 for the schools, open spaces and dark sky community. We have a 1.75 acre property and cherish the setting and privacy. The new development plans would bring mixed use development right up to our property line. All of the reasons we moved here are quickly being lost to development - without a plan that respects community values.

As a community, we seemingly have no plan to develop responsibly. With the recent build out style of Big Sky Ranch and others, it is clear beyond the shadow of a doubt that dripping springs has completely strayed from all of the values our community held dear for the sake of development at all cost. All of the old growth trees and features of the landscape have been wiped clear. Additionally, we seemingly have no plan for how we are going to handle the incoming resident load on our roads, schools, grocery stores and other community amenities.

Development is inevitable and I'm not against development. I'm against irresponsible development that clearly disrespects community values and the land. I understand that there is likely no way to stop the development. My asks are as follows:

- -A green belt/buffer zone is incorporated around the outside of the development to respect the privacy of current residents on neighboring properties
- -The land is respected and mature hardwood trees and drainages are kept in tact with ample greenspace and respect for wildlife including endangered birds
- -There is a clear plan laid out for the incoming load on our roads, schools and community amenities.

Assuming my work travel permits it, I will plan to attend one of the upcoming community hearings.

Concerned resident, Marshall Seedorff

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Marshall Seedorff

Sales, Marketing, Conservation 512-648-7736

<u>Linkedin</u>

From: Bill Hinckley
To: Planning

Subject: Proposed Application for DA2020-0002 Headwaters

Date: Monday, August 9, 2021 6:15:27 PM

Attachments: <u>IMG 1381.JPG</u>

IMG 1380.JPG

Bobbed wire thru Oak trunk.JPG

Dear Sir,

I received a letter dated July 30, 2021, regarding a proposed 1675 acre development which is within 300 feet of my property at 221 N. Sage Hollow, in the Founders Ridge neighborhood.

Founders Ridge has significant green belt areas that include wilderness trails. One such trail runs parallel to the back of my property and a bobbed wire fence that is apparently on the boarder of Founders Ridge and the ranch. One of the largest oak trees in our neighborhood is on the Founders Ridge boarder behind my property. Will the developer of the proposed 1675 acre development preserve this beautiful tree?

Here are the pictures I took yesterday.

Sincerely,

Bill Hinckley







Laura Mueller

From: Rob Hanigan

Sent: Friday, August 6, 2021 4:02 PM

To: Planning
Cc: Lauren Hanigan

Subject: Opposition to Anarene/Double L Development Application - Spring Lake Resident

Dripping Springs Planning Committee,

My family and I were heartbroken to learn of the Anarene/Double L development plans (DA2020-0002). Our peaceful, rural neighborhood shares a property line with the proposed development and many of our neighbors and friends share immediate property lines with the proposed plan.

We purchased land in Dripping Springs in 2018 for the wide open, green spaces, largely rural setting, dark sky community, and to do our part to conserve land for native plants and animals. We have a modest 5 acre property but we cherish the setting, privacy, and wildlife we share it with. This new development will bring mixed use development right up to our front door. The reasons we moved here are quickly being lost to excessive development with no apparent plan to respect community values or the habitats it will destroy.

As a community, we seem to have lost our way and show no evidence of responsible, well planned development. Big Sky Ranch and others like it are examples of this — they show that Dripping Springs has completely strayed from the values this community once held dear and all for the sake of development at all cost. Old growth trees, natural watersheds, native animals, and features of the landscape have been wiped from the face of the earth.

Adding to our concerns — there appears to be no plan to manage the incoming resident load on our infrastructure. Our roads, schools, grocery stores, and other community amenities are already stretched to the limit. The Anarene/Double L development will dump thousands of new residents on these already overworked and overloaded resources. This will destroy what charm Dripping Springs has left and relegate us to an overcrowded and under resourced metro district of Austin.

Development is inevitable and we understand that. But this is irresponsible development that disrespects the community, it's values, and the Native Texas land. There may be no way to stop this development from happening altogether although it should be stopped until further concessions and plans are made such as bolstering our community's infrastructure while protecting the native ecosystem to the best of our ability. If we are to move forward we ask that we do so with some consideration for the current residents and wildlife.

We ask the following:

- Require and develop a green belt (buffer zone) to be incorporated around the outside of any
 developments to respect the privacy of current residents on neighboring properties and also to preserve
 native habitat for the wildlife that also resides on this land.
- The land is treated with respect. Mature hardwood trees and drainages are kept intact with ample green space and respect for wildlife including endangered birds and other delicate life that is already stressed to their limits.
- There is a clear plan laid out for the incoming load on our roads, schools, and community amenities.
- Our participation in the Dark Sky Community is respected and rules governing light pollution are strictly enforced on all developments, new and existing.

We plan to attend one if not both of the upcoming community hearings.

Item 3.

Concerned resident, Robert Hanigan United States Marine Corps, Veteran From: <u>Laura Mueller</u>
To: <u>Laura Mueller</u>

Subject: FW: Comments regarding Anarene/Double L Amended Development Agreement, Application case # DA2020-

0002

Date: Thursday, August 19, 2021 7:24:22 PM

From: Bob Roy < RRoy@sam.biz>

Sent: Thursday, August 19, 2021 12:32 PM

To: Planning <<u>planning@cityofdrippingsprings.com</u>>

Subject: Comments regarding Anarene/Double L Amended Development Agreement, Application

case # DA2020-0002

Members of the City Council and the P&Z Commission,

My wife and I live on 5.5 acres at the corner of RR 12 and Shelton Ranch Road. We have lived here since 1998. The main entrance to this development is proposed to be at this existing intersection. We have two concerns:

One, it is imperative that the developer be required, as part of the initial approval of this development, to improve and signalize this proposed intersection. Because there is no centerline turn lane on RR 12, it is very dangerous today to turn left onto Shelton Ranch Rd coming northbound on RR 12 due to high volume and high speeds. Sight distance is also poor. Adding a major collector street here with 253 residential lots initially using this intersection, will create and exacerbate a very dangerous situation.

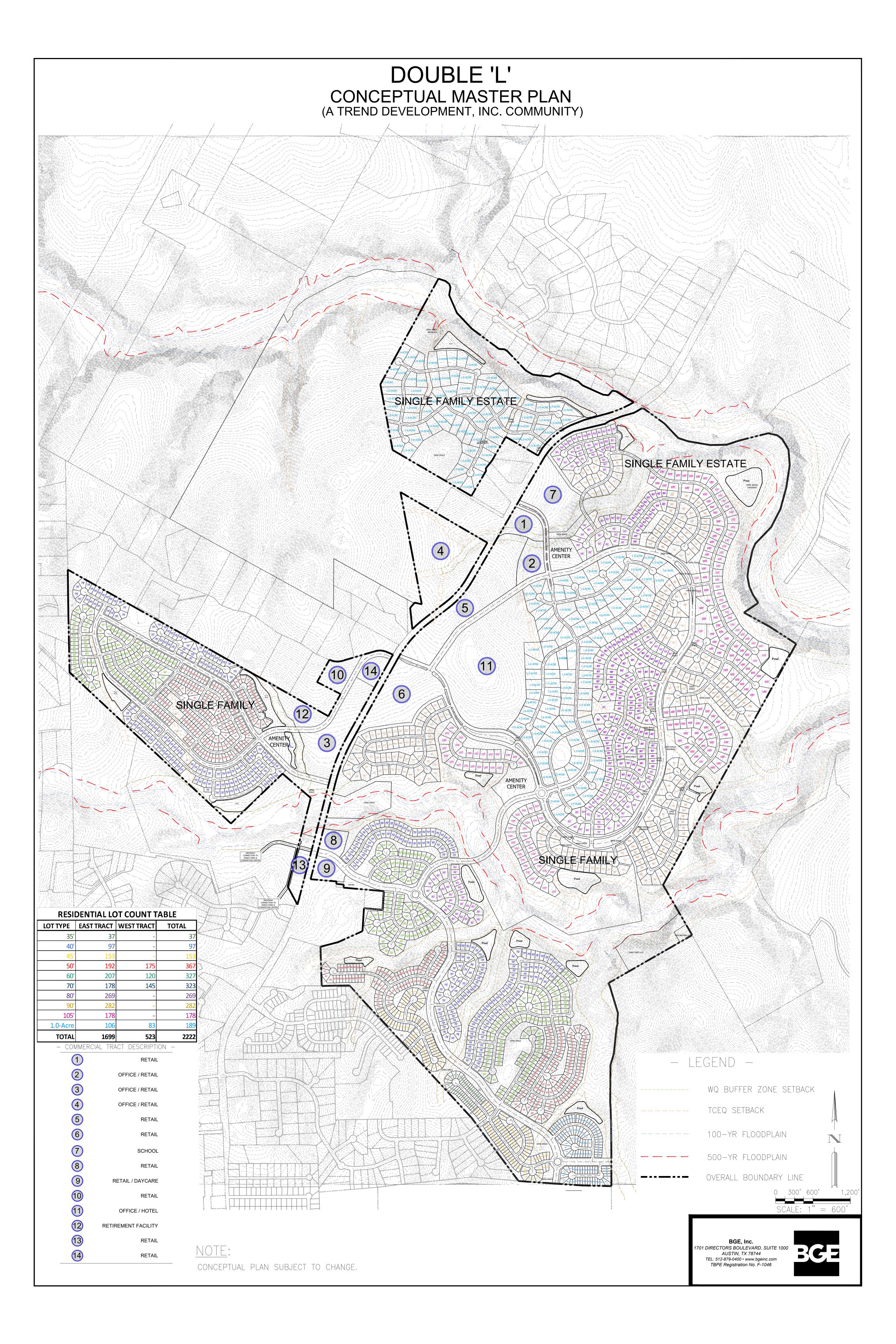
Secondly, the mailboxes for all the residents on Shelton Ranch Road are currently on pedestals at a turnout on the east side of RR 12 at this intersection. Please require the developer to work with the USPS to relocate these mailboxes before beginning site work at this new intersection.

Thanks for your consideration of our concerns. We have resigned ourselves to this ranch being developed but only want to see it done safely and respecting the concerns of adjoining landowners like us.

Regards,

Robert and Ruth Roy 104 Shelton Ranch Rd. Dripping Springs 78620

Surveying And Mapping, LLC (SAM) Texas Firm Registration No. 10064300 SAM-Construction Services, LLC is Texas Board of Professional Engineers Registered Firm No. 13921 Notice regarding email confidentiality and contact information at www.sam.biz/terms-use/#email-notice



RICE & ASSOCIATES, P.C.

Attorneys and Counselors 5615 Kirby Drive, Suite 810 Houston, Texas 77005 Received

DEC 02 2019

City of Dripping Springs

ROBIN A. RICE
BOARD CERTIFIED
COMMERCIAL REAL ESTATE LAW
TENAS BOARD OF
LEGAL SPECIALIZATION

TELEPHONE (713) 655-9090 FACSIMILE (713) 655-9191 rarice@rice-law.com

November 7, 2019

City Administrator City of Dripping Springs P.O. Box 384 Dripping Springs, Texas 78620 By Certified Mail/Return Receipt Requested and First Class Mail

Re: Assignment and Assumption Agreement - Amended and Restated Development Agreement for Anarene Investments Tract

Dear Sir or Madam:

Enclosed please find an Assignment and Assumption Agreement dated effective September 25, 2019, between Anarene Investments, Ltd. and Double L Development, LLC relating to the Amendment and Restated Development Agreement for Anarene Investments Tract with an effective date of August 13, 2015. This letter is to notify you of the assignment of the Development Agreement to Double L Development, LLC. The Assignment and Assumption Agreement will be recorded with the Hays County Clerk.

In future, the notification address for the Owner is as follows:

Double L Development, LLC 1600 West Loop South, Suite 2600

Houston, Texas 77027 Attn: David A. Cannon

Telephone No.: (713) 623-2466

Email: dcannon@trenddevelopment.com

With a copy to: Robin A. Rice, Esquire

Rice & Associates, P.C. 5615 Kirby Drive, Suite 810 Houston, Texas 77005

Telephone No.: (713) 655-9090 Email: rarice@rice-law.com

RICE & ASSOCIATES, P.C. Attorneys and Counselors

City of Dripping Springs November 7, 2019 Page 2

Please contact me if you have any questions on this matter. Thank you.

Very truly yours,

Robin A. Rice

By Certified Mail/Return Receipt Requested

cc: Bojorquez Law Firm, P.C.

12325 Hymeadow Drive Austin, Texas 78750

Attn: Alan J. Bojorquez, Esquire

C:\2159\City of Dripping Springs, Assignment of Development Agreement.wpd

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment") is entered into effective the 25th day of September, 2019, by and between ANARENE INVESTMENTS, LTD., a Texas limited partnership (hereinafter referred to as "Assignor"), and DOUBLE L DEVELOPMENT, LLC, a Texas limited liability company (hereinafter referred to as "Assignee").

WHEREAS, Assignor entered into that certain Amended and Restated Development Agreement with the City of Dripping Springs, dated effective August 13, 2015 (the "Development Agreement"), pertaining to certain real property described therein and located in Hays County, Texas (the "Property"); and

WHEREAS, Assignor wishes to assign all of Assignor's rights, title and interest in the Development Agreement to Assignee and Assignee wishes to accept such assignment of Assignor's rights, title and interest and assume all of Assignor's obligations under the Development Agreement;

NOW, THEREFORE, in consideration of the mutual undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Assignment.</u> Assignor hereby TRANSFERS, ASSIGNS AND SETS OVER unto Assignee all of the Assignor's right, title and interest in and to the Development Agreement.
- 2. <u>Assumption.</u> Assignee hereby (i) accepts the assignment of Assignor's rights, title and interest in the Development Agreement, (ii) expressly assumes and agrees to keep, perform and fulfill all the terms, conditions and obligations of Assignor under the terms and provisions of the Development Agreement, and (iii) and agrees to save and hold Assignor harmless from any and all liability under the Development Agreement.
- 3. <u>Counterparts.</u> This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures will have the same force and effect as original signatures.

[SIGNATURES ON FOLLOWING PAGES]

EXECUTED on the dates noted below, BUT EFFECTIVE as of the date above.

ASSIGNOR:

ANARENE INVESTMENTS, LTD., a Texas limited partnership

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

Graham Hill, Manager

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me, the undersigned authority, on this day of October, 2019, by Graham Hill, Manager of Anarene Management, LLC, a Texas limited liability company, the sole general partner of Anarene Investments, Ltd., a Texas limited partnership, on behalf of said limited partnership.

LINDA E RASCO
Commission # 3227911
My Commission Expires
October 21, 2019

NOTARY PUBLIC FOR STATE OF TEXAS

Print Notary's Name: Lade E Las Commission Expires: 10 2/-2018

ASSIGNEE:

DOUBLE L DEVELOPMENT, LLC, a Texas limited liability

company

Bv:

David A. Cannon, Manager

THE STATE OF TEXAS

8

COUNTY OF HARRIS

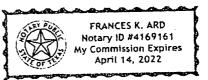
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This instrument was acknowledged before me, the undersigned authority, on this day of October, 2019, by David A. Cannon, Manager of Double L Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC FOR STATE OF TEXAS

Print Notary's Name:

Commission Expires:



AFTER RECORDATION, PLEASE RETURN TO: Rice & Associates, P.C. 5615 Kirby Drive, Suite 810 Houston, Texas 77005

**** Electronically Filed Document ****

Hays County Texas Liz Q. Gonzalez County Clerk

Document Number: 2015-15031553

Recorded As : ELECTRONIC RECORDING

Recorded On:

October 02, 2015

Recorded At:

08:25:58 am

Number of Pages:

39

Book-VI/Pg:

Bk-OPR VI-5340 Pg-152

Recording Fee:

\$174.00

Parties:

Direct- DRIPPING SPRINGS CITY OF Indirect- ANARENE INVESTMENTS LTD

Receipt Number:

410208

Processed By:

Rose Robinson

********* THIS PAGE IS PART OF THE INSTRUMENT *********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Liz & Donaly

Liz Q. Gonzalez, County Clerk

AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR ANARENE INVESTMENTS TRACT

STATE OF TEXAS	§
	§
COUNTY OF HAYS	§

This Amended and Restated Development Agreement (the "Agreement") is between the City of Dripping Springs, (the "City"), and Anarene Investments Ltd., a Texas limited partnership ("Owner"). In this Agreement, the City and Owner are sometimes individually referred to as a "Party," and collectively referred to as the "Parties".

RECITALS:

- WHEREAS, Owner and the City entered into that certain Development Agreement effective as of October 17, 2012 (the "Original Agreement"), which was recorded in Volume 4466, Page 327 of the Official Public Records of Hays County, Texas; and
- WHEREAS, Owner and the City desire to amend certain portions of the Original Agreement as set forth herein below and as allowed in Section 5.1.3 of the Original Agreement and in connection therewith restate the Original Agreement in this Agreement;

THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and Owner agree that this Agreement shall and does hereby amend and restate the Original Agreement in its entirety as follows:

RECITALS:

- WHEREAS, Owner has approximately 1,677.61 acres of land (the "Land") located within the extraterritorial jurisdiction (ETJ) of the City and in Hays County, Texas (the "County"), which is more fully described on *Exhibit A* attached hereto and incorporated herein for all purposes; and
- WHEREAS, Owner intends to develop the Land as a master-planned community that will include residential and commercial uses, together with open space to benefit the residents and property owners of the community, as well as other residents of the City, the City's ETJ, and the County. In this Agreement, the Land, as it will be developed, is sometimes referred to as the "Project;" and
- WHEREAS, the City is located in a rapidly growing area of the County and new construction and land development will impact the future character of the City; and
- WHEREAS, the City has adopted a Comprehensive Plan to guide the City in planning for future growth and development, and the City Council finds that this Agreement is consistent with the Comprehensive Plan; and

- WHEREAS, the City has determined that development agreements with developers of masterplanned communities such as the Project will benefit the City by establishing land use controls; providing for the construction of appropriate and necessary utility, roadway and drainage infrastructure; encouraging economic development; protecting the environment; preserving native habitat and endangered species; and promoting the welfare of the citizens of the City and its ETJ; and
- WHEREAS, the City and Owner are striving to achieve balance between the pressures of urbanization and the shared desires to protect the public safety, and conserve the hill country scenery and native habitat; and
- WHEREAS, this Agreement grants Owner a measure of predictability in terms of Applicable Rules as defined herein, and development fees; and
- WHEREAS, this Agreement grants the City the public benefits related to the application of certain municipal ordinances in the ETJ, including the lighting ordinance; and
- WHEREAS, Owner and the City wish to enter into this Agreement to provide an alternative to the City's typical regulatory process for development; encourage innovative and comprehensive master-planning of the Land; provide a level of certainty of regulatory requirements throughout the term of this Agreement; and provide assurances of a high-quality development that will benefit the present and future residents of the City, the City's ETJ and the County; and
- WHEREAS, the City is statutorily authorized to enter into such contracts with owners of property located in the City's ETJ pursuant to Texas Local Government Code Section 212.172; and

THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and Owner agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 Agreement: This contract between the City of Dripping Springs, Texas and Owner, including all Exhibits, which are incorporated herein for all intents and purposes.
- 1.2 Applicable Rules: The City Rules that, as modified by the Project Approvals and variances granted concurrent with this Agreement, if any, exist on October 17, 2012 and will be applicable to the development of the Property for the term of this Agreement. This term does not include Zoning, Building Codes, Landscaping, Lighting, Sign, or Exterior Design standards, as those ordinances may apply or hereafter be applied to residential and non-residential properties. This term does not include regulations mandated by state law, or that are necessary to prevent imminent harm to human safety or property, which may be modified and made applicable to the Project even after the Effective Date.

- 1.3 City: The City of Dripping Springs, an incorporated Type A, general-law municipality located in Hays County, Texas.
- 1.4 City Council: The governing body of the City of Dripping Springs, Texas.
- 1.5 City Engineer: The person or firm designated by the City Council as the engineer for the City of Dripping Springs, Texas.
- 1.6 City Rules: The entirety of the City's Code of Ordinances, regulations and official policies, except as modified by this Agreement.
- 1.7 County: Hays County, Texas.
- 1.8 District or Districts: The financing district(s) to be created over the Land if consent is received from the City.
- 1.9 Effective Date: October 17, 2012.
- 1.10 Home Owners Association (HOA): is an organization created by a real estate developer for the purpose of controlling the appearance and managing any common-area assets during the marketing, managing, and selling of homes and sites in a residential subdivision. It grants the developer privileged voting rights in governing the association, while allowing the developer to exit financial and legal responsibility of the organization, typically by transferring ownership of the association to the homeowners after selling off a predetermined number of lots.
- 1.11 Impervious Cover: Buildings, parking areas, roads, and other impermeable man-made improvements covering the natural land surface that prevent infiltration.
- 1.12 Impervious Cover Percentage: The percentage calculated by dividing the total acres of impervious cover on the Land by the total number of acres included in the Land. Whether or not outdoor decks are included in the calculation of impervious cover shall be determined by the City Engineer based on the deck design and materials. In the calculation of impervious cover, the following shall be characterized as *pervious* for all purposes: open space, greenbelt, park, irrigation field, flood plain, water quality and/or drainage facility and/or area not lined with impermeable material, detention facility not lined with impermeable material, swale, irrigation area, playground, athletic fields, granite and/or pea gravel trail.
- **1.13** Land: Approximately 1,677.61 acres of land, in Hays County, Texas, more fully described on the attached *Exhibit A*.
- 1.14 Living Unit Equivalent (LUE): A single unit of service consists of the typical flow that would be produced by a single-family residence located in a typical subdivision served by the City.
- **Master Plan**: The master plan of the City, originally presented in 1984, as may be amended, modified or supplemented by the City, in conjunction with the Comprehensive Plan.

- 1.16 Project: The term as defined by Texas Local Government Code Chapter 245, as may be amended. The term refers to a specific property use and/or improvement undertaken on the Land, as documented in a manner that provides the City with fair notice.
- 1.17 **Project Approvals:** All aspects of the Project outside the current scope of work will require prior approval by the City Council.
- 1.18 Parkland: Parkland is a platted tract of land designated and used for recreation or open space.
- 1.19 Owner: Anarene Investments Ltd., a Texas limited partnership, and any subsequent owner(s).
- 1.20 TCEQ: Texas Commission on Environmental Quality, or its successor agencies.
- **1.21 TxDOT**: Texas Department of Transportation, or its successor agencies.
- 1.22 WTCPUA: West Travis County Public Utility Authority, or its successor agencies.

ARTICLE 2. PUBLIC BENEFITS, INFRASTRUCTURE & AMENITIES

- 2.1 Purpose: The development of the Land under this Agreement is intended to: (a) allow housing and commercial development within its ETJ to occur in an orderly manner in order to protect the health, safety and welfare of the City's present and future citizens; (b) promote the aesthetic enhancement of the City and its ETJ; and (c) promote a safe and attractive self sustaining community.
- **Environmental Protection:** Owner will implement compliance with the following natural resource laws and regulations, to the extent applicable:
 - 2.2.1 Aquifer Protection: Owner will comply with all applicable TCEQ regulations and the City's Water Quality Protection Ordinance. Owner shall also take reasonable measures to protect the Trinity Aquifer, including at a minimum adherence to the Edwards Aquifer Rules for the Contributing Zone. If the development is a low-density development (less than fifteen (15%) Impervious Cover), no structural water quality controls will be required.
 - **2.2.2 Land Application Restrictions:** If the Project utilizes individual onsite sewage disposal and if treated sewage effluent is disposed of through irrigation, property owners within the Project shall comply with the applicable City, County, and TCEQ permits. The City reserves the right to comment on any permit application submitted by the Owner.
 - 2.2.3 Waterway Protection: Owner shall obtain and comply with any authorizations from the US Army Corps of Engineers that may be required for road and utility crossings of creeks and construction of water quality protection infrastructure, including but not limited to Clean Water Act Section 404 Permitting. Owner will comply with the applicable Water Quality Protection ordinance.

- 2.2.4 Stormwater Controls: Owner will prepare and implement a stormwater pollution prevention plan in compliance with the TCEQ's Texas Pollution Discharge Elimination System stormwater general permit for construction-related stormwater discharges. Owner will comply with the applicable Water Quality Protection ordinance.
- **2.2.5 Endangered Species:** Owner agrees to comply with the federal Endangered Species Act.
- **2.2.6 Water Conservation Plan:** Owner shall comply with the City's plan, which has been approved by the WTCPUA.
- **2.2.7** Application Submittal: Owner shall submit all permit applications required under Section 2.2 to the City prior to applying to the relevant authority.
- 2.3 Parkland: As the actual number of development units are determined for the Project, parkland of approximately twenty five (25) acres, as more fully described on the attached Exhibit B, originally donated to the City of Dripping Springs by the landowners will be provided out of the approximately two hundred and forty five (245) acres of open space as reflected on the Conceptual Plan. Additional parkland will be dedicated in accordance with Section 28.03.006 of the Dripping Springs Code of Ordinances, in effect as of the date this Agreement is approved. A Master Park/Trails Plan will be provided to the City of Dripping Springs at the time that at least fifty percent (50%) of the land area of the Project receives its Preliminary Plan approvals from the City.
- **2.4 Trails and Accessibility:** Owner agrees to work with the City to establish and locate mutually acceptable trail systems within the Property.
- 2.5 Hilltop Preservation: Owner shall preserve each of the six (6) hilltops as depicted in Exhibit C attached hereto and incorporated herein for all purposes. Building heights on such hills shall be limited to twenty (20) feet greater that the top of the corresponding hilltop; provided, however, nothing in this section 2.5 will prevent Owner from constructing water storage tanks on four (4) of the hills. Owner will endeavor to have the color of such tanks blend into the natural settings.
- 2.6 Lighting: Owner, or an electric utility designated by Owner, will construct all illumination for street lighting, signage, security, exterior, landscaping, and decorative facilities for the Project in accordance with all then-current City Rules, including the Lighting Ordinance in effect at the time of installation of the lighting, including both residential and non-residential rules. District(s) will be required to operate and maintain the lighting within its boundaries according to City Rules. Owners agree that all restrictive covenants for the Project shall reinforce this provision and be applied to all construction and builders.
- 2.7 Landscaping; Landscapes: Owners shall comply with the City's Landscaping Ordinance as amended in all commercial areas. Owners may require residential areas to comply with the City's Landscape Ordinance. Owners agree that the use of native species of plant materials will be utilized throughout the Project attached as Exhibit F. Turf grasses on any lot within the Project shall be limited to Zoysia, Buffalo or Bermuda grasses. Other grasses may be approved by the City Administrator for lots utilizing drip irrigation systems. In no event may St. Augustine grass be used. The plant list attached as Exhibit F is approved and may be used.

2.8 Exterior Design & Architectural Standards: Within the commercial area, Owners shall comply with the City's Exterior Design & Architectural Standards Ordinance, as may be amended.

ARTICLE 3. PROPERTY DEVELOPMENT

- 3.1 Governing Regulations: For purposes of any vesting analysis, the Parties agree that the Effective Date shall be construed as the date upon which the Development Agreement is approved by the City Council of Dripping Springs. The Applicable Rules shall govern the Project, unless otherwise expressly provided in this Agreement. For the term of this Agreement, the development and use of the Land will be controlled by the terms of this Agreement, the Project Approvals and the Applicable Rules. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control. Notwithstanding anything contained herein to the contrary, the variances described on Exhibit E attached hereto as approved.
 - 3.1.1 Residential Density: The maximum number of residential dwelling units that may be developed on the Land under this Agreement shall be 1,677 dwelling units, or an average overall density of one residential dwelling unit per acre, whichever is less. This average overall density shall not be construed to preclude clustering of residential units in desirable locations, whether in the form of single family lots, duplex lots, multifamily development, or any other residential development.
 - 3.1.1.1 Residential Lot Size: The minimum size for any lot shall be based solely on the requirements for providing wastewater service to said lot. Lots to be served with central wastewater service shall meet minimum lot sizes according to the City zoning regulations.
 - 3.1.2 Water Service: The Land shall be entitled to receive water service in an amount not to exceed 1,710 Living Unit Equivalents ("LUEs"), it being understood and agreed that the water service may be provided by the Double L Ranch Water Supply Corporation or by a third party utility provider, including, but not limited to a water supply corporation and/or special purpose district.
 - 3.1.3 Wastewater Service: The Land shall be entitled to receive wastewater service in an amount not to exceed 1,710 LUEs, it being understood and agreed that the wastewater service may be provided by the City or, if the City is unable or refuses to provide such service, by a third party utility provider, including, but not limited to a water supply corporation and/or special purpose district.
 - 3.1.4 Impervious Cover: Owners may develop the Project with an Impervious Cover Percentage that does not exceed thirty-five percent (35%) over the entire Project. Owner shall have the right to apportion impervious cover limits on a lot by lot or use by use basis and Owner may apportion such limits as it deems desirable so long as the overall limitation herein specified is not exceeded. Owner may count in density and impervious cover calculations the gross area of the Land.

- **3.1.4.1 Nonresidential Impervious Cover**: Commercial and multifamily impervious cover may reach a maximum of seventy percent (70%) of any given commercial or multifamily tract, provided that the maximum impervious cover for the Land does not exceed thirty-five percent (35%) of the gross area of the Land.
- 3.1.5 Water Quality Buffer Zones: Development on the Land shall comply with the Water Quality Buffer Zone requirements in the City development regulations. However, it shall be permitted for any given lot/parcel/tract to decrease the width of an established Water Quality Buffer Zone by up to half, provided that: (i) an offsetting increase in the width of the Water Quality Buffer Zone is provided elsewhere on that same lot/parcel/tract; (ii) there is sufficient elevation from the building sites on such lot/parcel/tract from the flood plain to mitigate any reasonable flooding issues; and (iii) such submittal shall only be approved if reviewed and recommended by the City Engineer with sufficient analysis being provided to establish equivalent protection within the same sub-basin. Further, development restrictions within any expanded Water Quality Buffer Zone shall be identical to those in the Water Quality Buffer Zone established in the applicable City development regulations.

3.2 Project Approvals & Entitlements:

- 3.2.1 Conceptual Plan: The City confirms that the Conceptual Plan attached as Exhibit D complies with the City's Master Plan and Interim Comprehensive Plan, and that the Conceptual Plan has been approved by all requisite City departments, boards and commissions and by the City Council. The City approves the land uses, densities, reservations of land for public purposes, exceptions, utility and roadway alignments and sizing and other matters shown on the Conceptual Plan. The City's execution of this Agreement shall be deemed to be the approval of the Conceptual Plan, Exhibit D on which the Preliminary Plats for development of the Land will be based.
- 3.2.2 Phasing of Development: The calculation of impervious cover, lot averaging and similar requirements shall be determined and calculated on a whole project basis. Each plat filed with the City shall contain a chart indicating the amount of impervious cover and LUE use required for the entire Land, the amount associated with prior platted areas and the amount associated with the area subject to such plat. The chart shall also show the average lot size computation for the Land as a whole and resulting from the plat and prior platted areas. Any portion of the Property may be replatted to change the use or designation of that previously platted portion so long as the entire platted portion of the Property meets the requirements of this Agreement, including impervious cover, lot averaging and similar requirements herein. So long as this Agreement remains in effect, such replatting shall be deemed controlled by this Agreement as if the same were an original platting of such replatted portions.
- 3.3 Further Approvals: Upon the Effective Date of this Agreement, Owners may develop the Land consistent with this Agreement. Any future approvals granted in writing by the City for such development will become a part of the Project Approvals.

- 3.4 Standard for Review: The City's review and approval of any submissions by Owner will not be unreasonably withheld or delayed. The City will review any plans, plat or other filing by Owner in accordance with the applicable City's ordinances, state law and this Agreement. If any submittal is not approved, the City will provide written comments to Owner specifying in detail all of the changes that will be required for the approval of the submittal.
- 3.5 Approvals & Appeals: The City acknowledges that timely City reviews are necessary for the effective implementation of Owner's development program. Therefore, the City agrees that it will comply with all statutory and internal City time frames for development reviews. The City further agrees that if, at any time, Owner believes that an impasse has been reached with the City staff on any development issue affecting the Project or if Owner wishes to appeal any decision of the City staff regarding the Project; then Owner may immediately appeal in writing to the City Council requesting a resolution of the impasse at the next scheduled City Council meeting, subject to compliance with all timetables required by the open meeting laws.

3.6 Concept Plan Amendments:

- 3.6.1 Due to the fact that the Project comprises a significant land area and its development will occur in phases over a number of years, modifications to the Conceptual Plan may become necessary due to changes in market conditions or other factors. In order to provide flexibility with respect to certain details of the development of the Project, Owner may seek changes in the location and configuration of the residential and/or commercial use lots shown on the Conceptual Plan, including changes within the proposed residential, commercial or open space areas shown on the Conceptual Plan. Such changes will only require an administrative amendment to the Conceptual Plan so long as there are no increases to the density of the Land or adverse impacts to traffic, utilities, stormwater discharges, or water quality.
- 3.6.2 The City Administrator shall be responsible for consideration and approval of such administrative amendments to the Concept Plan. The City Administrator may defer such approval to the Planning and Zoning Commission and the City Council at the City Administrator's discretion. Further, minor changes that may impact traffic, utilities and stormwater discharges, and water quality, that are proposed for the Conceptual Plan that do not result in an increase in the overall density of development of the Land and which otherwise comply with the Applicable Rules and this Agreement may be approved by the Planning and Zoning Commission and the City Council. Similarly, minor variations of a preliminary plat or final plat from the Conceptual Plan that are approved by the City Administrator that do not increase the overall density of development of the Land or increase the overall Impervious Cover limit of thirty-five percent (35%), and which otherwise comply with the Applicable Rules, and this Agreement will not require an amendment to the Conceptual Plan.
- 3.7 Term of Approvals: The Conceptual Plan and any preliminary plat or final plat approved pursuant to this Agreement will be effective for the longer of (i) the term of this Agreement unless otherwise agreed by the Parties or (ii) the term contained in the applicable subdivision ordinance.

- 3.8 Extension of Permits & Approvals: Any permit or approval under this Agreement or granted by the City pursuant to, or in accordance with, this Agreement shall be extended for any period during which performance by any Owner is prevented or delayed by action of a court or administrative agency, or an Owner is delayed due to failure to receive a governmental permit despite demonstrable diligent efforts to obtain said permit. In no instance shall any permits or approvals be extended beyond the fifteen year duration of this Agreement.
- 3.9 Initial Brush Removal: Owner may mechanically remove brush without material soil surface disruption prior to receiving approval of plats in order to determine the location of roads, lots, utilities and drainage areas with regard to preservation of environmental features. This section 3.9 will not prevent Owner from removing brush in accordance with any federal programs, including the United States Department of Agriculture Natural Resources Conservation Service's Environmental Quality Incentives Program.
- 3.10 Building Code: Owners agree that all habitable buildings shall be constructed in accordance with all building or construction codes that have been adopted by the City. Fees for all building permits or building inspections by the City or the City's designee under this section shall be paid by builders. Building permit and building inspection fees are not included among the fees specifically listed in this Agreement.
- 3.11 Fiscal Security for Improvements: Owner shall not be required to provide fiscal security prior to any final plan approval provided that the Owner agrees to construct improvements in a manner approved by the City Engineer. The City Engineer may require the Owner to post a bond at the time of final plat approval to assure that improvements are constructed as proposed if the City Engineer determines that there is some question regarding construction of the improvements. The City Engineer may also require construction and maintenance bonds for improvements.
- 3.12 **Deed Restrictions:** Owners agree that all restrictive covenants for the Project shall reinforce the provisions of this section and applied to all builders and subsequent buyers, and shall be appropriately drafted and filed to effectuate this intent and Agreement.
- 3.13 Fire Protection: Owner, and upon creation, each District, to the extent allowed by law, shall pursue all required approvals for, and, upon approval, will implement and finance a fire protection plan to provide fire protection services within the Project's boundaries in accordance with and subject to Section 49.351, Texas Water Code, applicable regulations of the TCEQ, and Applicable Rules, including, but not limited to, all fire codes adopted by the City and Hays County Emergency Services District #6, as amended. Owners shall submit to City plans for emergency access points (e.g., crash gates) during the platting phase of development.
- 3.14 Infrastructure Construction & Inspections: Owner, and upon creation, each District will be responsible for construction, operation and maintenance of all water, wastewater and drainage infrastructure within its boundaries, unless otherwise agreed to by Owner and the City. The City will have the right to review and approve all plans and specifications for such infrastructure during the Site Development Permit process, and to inspect all such infrastructure during construction and prior to acceptance for operation and maintenance. A copy of each set of approved plans and specifications and a copy of all inspection certificates will be filed with the City for review and approval. All water, wastewater, and drainage

infrastructure within the Land shall be designed and built in accordance with the rules, regulations and specifications of the City and TCEQ, which rules, regulations and specifications are adopted as the governing rules, regulations and specifications for the water utility infrastructure constructed to serve the Project. All water, wastewater and drainage infrastructure within the Land shall be subject to City inspections and compliance with City Rules in effect at the time of inspection, as they may be amended from time to time, and TCEQ rules (TCEQ rules will control in the event of conflict). Fees for all inspections by the City or the City's designee under this section shall be paid by the District(s).

ARTICLE 4. FINANCING DISTRICT

- 4.1 Consent to Creation of District and/or Water Supply Corporation: In accordance with Texas Local Government Code, Section 42.042, the City has considered the creation of conservation and reclamation districts, authorized pursuant to Texas Constitution Article III, Section 52, or Article XVI, Section 59 covering all or portions of the Land (the "Districts"). The City indicates its conceptual support for creation of the Districts pursuant to Section 42.042, Texas Local Government Code at the time of approval of this Agreement. The City's actual consent, if given, shall be evidenced by separate documents. The City agrees that any District may annex or exclude land owned by Owner that is located within the boundaries of the Project and the City's ETJ and may be divided in accordance with Chapters 49, 51, 53 and/or 54, Texas Water Code, or other Water Code provisions that may be applicable, in furtherance of Owners' development goals pursuant to this Agreement. Provided, however, the Parties recognize that he Property may lie within the City's "potential Service Area" in the "Wholesale Water Supply Agreement Between LCRA and the City of Dripping Springs" dated March 11, 2003. The City acknowledges that the Owner may create a water supply corporation to service all or a portion of the Land and consents to such corporation. Additionally, the City's consent is conditioned upon the City being unable or refusing to provide water and/or wastewater services to the Property.
- 4.4 Infrastructure Construction & Inspections: Each District will be responsible for construction, operation and maintenance of all water, wastewater and drainage infrastructure within its boundaries, unless otherwise agreed to by Owner and the City. The City will have the right to review and approve all plans and specifications for such infrastructure during the Site Development Permit process, and to inspect all such infrastructure during construction and prior to acceptance for operation and maintenance. A copy of each set of approved plans and specifications and a copy of all inspection certificates will be filed with the City for review and approval. All water, wastewater, and drainage infrastructure within the Land shall be designed and built in accordance with the rules, regulations and specifications of the City and TCEQ, which rules, regulations and specifications are adopted as the governing rules, regulations and specifications for the water utility infrastructure constructed to serve the Project. All water, wastewater and drainage infrastructure within the Land shall be subject to City inspections and compliance with City Rules in effect at the time of inspection, as they may be amended from time to time, and TCEQ rules (TCEQ rules will control in the event of conflict). Fees for all inspections by the City or the City's designee under this section shall be paid by the District(s).
- 4.5 Consent to Wastewater Discharge Facilities: The City understands that the District(s) or corporation formed pursuant to Section 4.1 above, will apply to the TCEQ, or its successor agency, for a permit to treat and dispose wastewater generated by the development that is subject to this Agreement. The City reserves it right to comment on Owner's submission of such an application and order by the TCEQ.

ARTICLE 5. AUTHORITY

5.1 Term:

- 5.1.1 Initial Term. The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years thereafter ("Initial Term"), unless sooner terminated under this Agreement; provided, however, this Agreement may be extended for a longer duration not to exceed an additional fifteen (15) years upon mutual agreement of the Parties.
- **5.1.2 Expiration.** After the Initial Term and any extension(s), this Agreement will be of no further force and effect, except that termination will not affect any right or obligation previously granted.
- 5.1.3 Termination or Amendment. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the City and Owner or may be terminated or amended only as to a portion of the Land by the mutual written consent of the City and Owner of only the portion of the Land affected by the amendment or termination.
- 5.2 Authority: This Agreement is entered under the statutory authority of Chapter 212, Subchapter G, Texas Local Government Code. The Parties intend that this Agreement guarantee the continuation of the extraterritorial status of portions of the Land as provided in this Agreement; authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning upon annexation of any portion of the Land to the City.
- 5.3 Applicable Rules: As of the Effective Date, Owner has initiated the subdivision and development permit process for the Project. The City agrees that, in accordance with Chapter 245, Texas Local Government Code, the City will consider the approval of any further approvals necessary for the Project based solely on the Applicable Rules, as modified by the Project Approvals and this Agreement. Further, the City agrees that, upon the Effective Date, Owner has vested authority to develop the Land in accordance with the Applicable Rules, as modified by any exceptions contained in the Project Approvals and this Agreement.
- 5.4 Right to Continue Development: In consideration of Owner's agreements hereunder, the City agrees that, during the term of this Agreement, it will not impose or attempt to impose: (a) any moratorium on building or development within the Project, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plans, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Project. No City-imposed moratorium, growth restriction, or other limitation affecting the rate, timing or sequencing of development or construction of all or any part of the Project will apply to the Land if such moratorium, restriction or other limitation conflicts with this Agreement or would have the effect of increasing Owner's obligations or decreasing Owner's rights and benefits under this Agreement. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and ETJ due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

5.5 Equivalent Substitute Obligation: If either Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and bona fide threat to public safety that prevents performance or requires different performance, subsequent conditions that would legally excuse performance under this Agreement, or, the Parties agree to cooperate to revise this Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party's overall contractual benefit under this Agreement.

5.6 Cooperation:

- 5.6.1 The City and Owner each agrees to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.
- 5.6.2 The City agrees to cooperate with Owner in connection with any waivers or approvals Owner may desire or require to obtain from the County in connection with the development of the Land and a deferral of the County's plat and plan approval powers to the City for all plats and public infrastructure within the Project, other than roadway infrastructure that will be dedicated to the County for operation and maintenance after construction. Roads that will be dedicated to the County for operation and maintenance shall be subject to County review, inspection and approval prior to dedication to the County.
- 5.6.3 The City acknowledges that the Owner and/or HOA may in the future seek State or federal grant matching funds to finance certain park, recreational and environmental facilities within the Project. The City agrees to cooperate with and support these efforts to obtain grant funding that do not interfere with or conflict with the City's efforts to secure similar funding, including entering into joint use agreements with the Owner and or HOA, in furtherance of the City's goal of making additional park, environmental and recreational facilities available to the area. Provided, however, that the City will have no financial obligation associated with this activity.
- 5.7 Litigation: In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Owner and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the City Council. Owner agrees to defend and indemnify the City for any litigation expenses, including court costs and attorneys fees, related to defense of this Agreement. The filing of any third party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction.

ARTICLE 6. GENERAL PROVISIONS

6.1 Assignment & Binding Effect:

- Owner to a subsequent purchaser of all or a portion of the undeveloped property within the Project provided that the assignee assumes all of the obligations hereunder. Any assignment must be in writing, specifically describe the property in question, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City and recorded in the real property records as may be required by applicable law. Upon any such assignment, the assignor will be released of any further obligations under this Agreement as to the property sold and obligations assigned.
- 6.1.2 If Owner assigns its rights and obligations hereunder as to a portion of the Project, then the rights and obligations of any assignee and Owner will be non-severable, and Owner will be liable for the nonperformance of the assignee and vice-versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, even if such remedies will impede development activities of any performing developer as a result of that nonperformance.
- 6.1.3 The provisions of this Agreement will be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement will not, however, be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Project.
- 6.2 Severability: If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.
- 6.3 Governing Law, Jurisdiction & Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The parties acknowledge that this Agreement is performable in *Hays County*, Texas and hereby submit to the jurisdiction of the courts of that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.
- **6.4** No Third Party Beneficiary: This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.
- 6.5 Mortgagee Protection: This Agreement will not affect the right of Owner to encumber all or any portion of the Land by mortgage, deed of trust or other instrument to secure financing for the Project. The City understands that a lender providing financing for the Project ("Lender") may require interpretations of or modifications to this Agreement and agrees to cooperate with Owner and its Lenders' representatives in connection with any requests for interpretations or modifications. The City agrees not to unreasonably withhold or delay its approval of any

requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City agrees as follows:

- 6.5.1 Neither entering into this Agreement, nor any breach of this Agreement, will affect any lien upon all or any portion of the Land.
- 6.5.2 The City will, upon written request of a Lender given in compliance with Section 5.1.2, consider providing the Lender with a copy of any written notice of default given to Owners under this Agreement within ten (10) days of the date such notice is given to Owners.
- 6.5.3 In the event of default by Owner under this Agreement, a Lender may, but will not be obligated to, cure any default during any cure period extended to Owner, either under this Agreement or under the notice of default.
- 6.5.4 Any Lender who comes into possession of any portion of the Land by foreclosure or deed in lieu of foreclosure will take such property subject to the terms of this Agreement. No Lender will be liable for any defaults or monetary obligations of Owner arising prior to the Lender's acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to that property until all delinquent fees and other obligations of Owner under this Agreement that relate to the property in question have been paid or performed.
- 6.6 Certificate of Compliance: Within thirty (30) days of written request by either Party given accordance with Section 6.17, the other Party will execute and deliver to the requesting Party a statement certifying that: (a) this Agreement is unmodified and in full force and effect or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification; (b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and (c) any other information that may be reasonably requested. A Party's failure to deliver a requested certification within this 30-day period will conclusively be deemed to constitute a confirmation that this Agreement is in full force without modification, and that there are no uncured defaults on the part of the requesting Party. The City Administrator or Planning Director will be authorized to execute any requested certificate on behalf of the City.
- 6.7 **Default**: If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. The City may issue Stop Work Orders for violations arising under this Agreement or the regulations applied herein.
- 6.8 Remedies for Default: If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific

performance or writ of mandamus, or to terminate this Agreement. In the event of a default by the City, Owner will be entitled to seek a writ of mandamus, in addition to seeking any other available remedies. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.

- **Reservation of Rights**: To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.
- 6.10 Attorneys Fees: The prevailing Party in any dispute under this Agreement will be entitled to recover from the non-prevailing Party its reasonable attorneys fees, expenses and court costs in connection with any original action, any appeals, and any post-judgment proceedings to collect or enforce a judgment.
- 6.11 Waiver: Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of the length of time during which that failure continues, be deemed a waiver of that Party's right insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.
- 6.12 Entire Agreement: This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties. An amendment to this Agreement may only be approved by an affirmative vote of at least three of the five (3 of 5) members of the City Council.
- 6.13 Exhibits, Headings, Construction & Counterparts: All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.
- 6.14 Time: Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.
- 6.15 Authority for Execution: The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in

conformity with City ordinances and other applicable legal requirements. Owner certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with its authority.

- 6.16 Property Rights: Owner expressly and unconditionally waive and release the City from any obligation to perform a takings impact assessment under the Texas Private Real Property Rights Act, Texas Government Code Chapter 2007, as it may apply to this Agreement, the Land, and the Project so long as this Agreement is in effect.
- 6.17 Notices: Any notices or approvals under this Agreement must be in writing may be sent by hand delivery, facsimile (with confirmation of delivery) or certified mail, return receipt requested, to the Parties at the following addresses or as such addresses may be changed from time to time by written notice to the other Parties:

CITY:

Original: City Administrator

City of Dripping Springs

P. O. Box 384

Dripping Springs, Texas 78620

Fax: (512) 858-5646

Copy to: Bojorquez Law Firm, PC

Attention: Alan J. Bojorquez 12325 Hymeadow Dr., Ste. 2-100

Austin, Texas 78750 Fax: (512) 250-0749

OWNER:

Original: Anarene Investments Ltd.

c/o Graham Hill

2800 JPMorgan Chase Tower

600 Travis

Houston, TX 77002 Fax (713) 229-2618

Copy to: Baker & Robertson

Attn: Rex G. Baker, III

P O Box 718

Dripping Springs, Texas 78620

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

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

Exhibit A - Description of the Land
Exhibit B - Survey of Parkland
Exhibit C - Hill Tops Preservation
Exhibit D - Concept Plan
Exhibit E - Variance List

Exhibit F - Approved Plant List

STATE OF TEXAS §
COUNTY OF HAYS §

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below, to be effective on the date the last party signs.

CITY OF DRIPPING SPRINGS

By:

odd Purcell, Mayor

Date:

This instrument was acknowledged on this 13th day of January, 2015 by Todd Purcell, Mayor of the City of Dripping Springs, Texas, a Texas general law municipality, on behalf of said municipality.

Notary Public, State of Texas



STATE OF TEXAS

§ § §

COUNTY OF HAYS

OWNER:

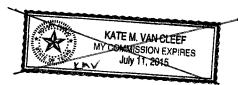
Anarene Investments Ltd. a Texas limited partnership by its general partner:

> Anarene Management, LLC a Texas limited liability company

Title: Manager

Date: 8/13/2015

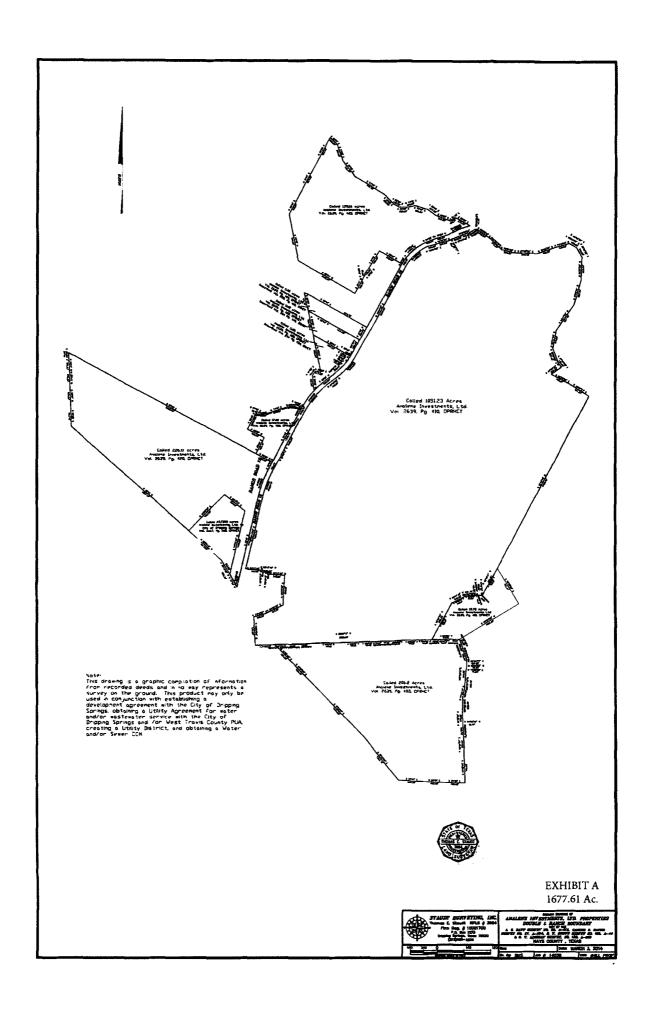
This instrument was acknowledged before me of this 13th day of August, 2015 by J. Graham Hill, Manager of Anarene Management, LLC, a Texas limited liability company, which is the general partner of Anarene Investments, Ltd., a Texas limited partnership, on behalf of said limited partnership.

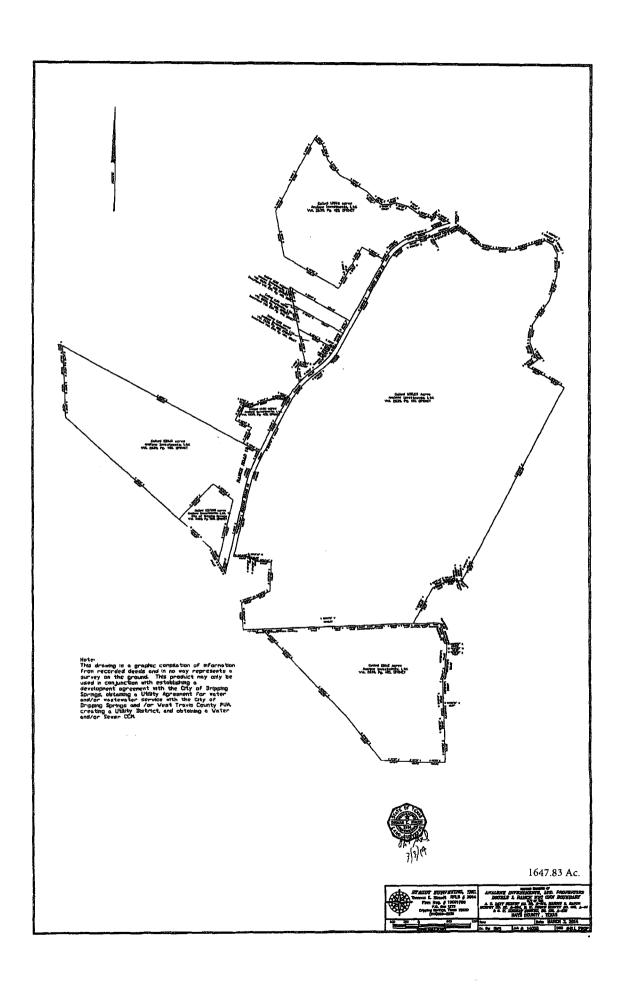


Notary Public, State of Texas

KATE VAN CLEEF Notary Public, State of Texas My Commission Expires July 11, 2019

Exhibit A Description of the Land





STATE OF TEXAS COUNTY OF HAYS

CALLED 1647.83 ACRES DOUBLE L RANCH WSC CCN BOUNDARY

DESCRIPTION

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

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

THENCE, with the northerly and easterly lines of said 1051.23. acre tract the following twenty-five (25) courses:

- 1) N 84° 54′ 13″ E, 41.10 feet;
- 2) S 54° 58' 12" E, 349.54 feet;
- 3) S 46° 30′ 30" E, 373.94 feet;
- 4) \$ 75° 31' 52" E, 280.39 feet;
- 5) S 87° 28' 36" E, 509.18 feet;
- 6) N 70° 52' 58" E, 436.06 feet;
- 7) N 74° 15' 19" E, 335.56 feet;
- 8) S 60° 04' 22" E, 195.80 feet;
- 9) S 28° 26' 22" E, 244.50 feet;

Page 1 of 5

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10) S 01° 37' 38" W, 503.50 feet;
11) S 16° 09' 38" W, 587.50 feet;
12) S 34° 41' 38" W, 697.70 feet;
13) S 09° 57' 38" W, 414.80 feet:
14) S 20° 16' 22" E, 327.40 feet;
15) S 37° 29' 22" E, 126.60 feet;
16) S 54° 33' 38" W, 280.20 feet;
17) S 62° 30′ 22" E, 466.67 feet;
18) $ 58° 21' 22" E, 511.36 feet;
19) S 27° 42' 18" W, 4426.48 feet;
20) S 28° 10' 17" W, 681.80 feet;
21) S 74° 11' 39" W, 55.56 feet:
22) N 84° 50' 56" W, 102.00 feet;
23) S 84° 06' 42" W, 231.74 feet;
24) S 63° 17' 48" W, 345.25 feet;
25) S 28° 25' 33" W, 932.33 feet to a point in the north line of said 206.2 acre tract;
```

THENCE, with the north line of said 206.2 acre tract the following three (3) courses:

- 1) S 88° 04' 36" E, 289.83 feet;
- 2) N 87° 27' 18" E, 140.37 feet;
- 3) S 86° 01' 32" W, 184.97 feet to the northeast corner of said 206.2 acre tract;

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

- 1) S 24° 30' 16" E, 46.65 feet;
- 2) S 15° 29' 56" E, 280.55 feet;
- 3) S 15° 36' 02" E, 182.44 feet;
- 4) S 06° 30' 37" W, 104.00 feet;
- 5) S 02° 19' 28" E, 55.08 feet;
- 6) S 14° 50' 58" W, 71.24 feet;
- 7) S 07° 20' 07" W, 154.45 feet;
- 8) S 07° 07' 05" W, 263.18 feet;
- 9) S 17° 20' 44" W, 196.99 feet;
- 10) S 01° 55' 39" W 330.60 feet;
- 11) S 01° 28' 16" W, 273.89 feet;
- 12) S 04° 26' 22" E, 42.77 feet;
- 13) S 00° 29' 14" E 238.72 feet;
- 14) 0 000 261 212 37 262 54 5--
- 14) S 00° 26' 31" W, 353.54 feet;
- 15) S 01° 05' 28" W, 706.28 feet to the southeast corner of said 206.2 acre tract;

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

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

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

1) N 35° 19' 20" W, 1263.76 feet;

Page 2 of 5

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

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

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

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

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

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

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

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

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

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

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

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

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

Page 3 of 5

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

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

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

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

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

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

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

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

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

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

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

- 1) S 31° 16' W, 446.38 feet;
- 2) S 39° 56' W, 156.68 feet;

Page 4 of 5

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

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

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

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

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

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

THENCE, S 56° 03' 31" E, across said Ranch Road 12, 137.2 feet (calculated), to the POINT OF BEGINNING. THE BEARINGS AND DISTANCES SHOWN HEREON ARE THOSE OF THE RECORDED DEEDS AND MAY NOT REPRESENT A CLOSED FIGURE. THIS PRODUCT MAY ONLY BE USED IN CONJUNCTION WITH ESTABLISHING A DEVELOPMENT AGREEMENT WITH THE CITY OF DRIPPING SPRINGS, OBTAINING A UTILITY AGREEMENT FOR WATER AND/OR WASTEWATER SERVICE WITH THE CITY OF DIPPING SPRINGS AND/OR WEST TRAVIS COUNTY PUA, CREATING A UTILITY DISTRICT, AND OBTAINING A WATER AND/OR SEWER CNN.

Description accompanied by drawing.

Prepared by: Staudt Surveying, Inc.

P.O. Box 1273

Dripping Springs, Texas 78620

512-858-2236

Firm Reg. No. 10091700

THOMAS E. STAUDT

118 3 L

Thomas E. Staudt

Registered Professional Land Surveyor No. 3984

Date

Page 5 of 5

Bk Vol Pg U5005564 DPR 2639 402

FIELD NOTES DESCRIPTION FOR 29.78 ACRES OF THE HAZY HILLS RANCH IN HAYS COUNTY, TEXAS

, ``\

Exhibit A

Being all of a certain tract or parcel of land containing 29.78 acres, more or less, out of Edward Brown Survey No. 136, Abstract No. 44, in Hays County, Texas, part of 1539.45 acres conveyed from Susan Townes Parker Gesford to Paul Pressler Family Generation Skipping Trust, et al, by a General Warranty Deed executed the 7th day of November, 2001, and recorded in Volume 1911 at Page 481 of the Official Public Records of Hays County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron stake found at a fence corner, a reentrant corner of said 1539.45 acres, a north corner of 291½ acres conveyed from Fred J. Morris, et ux, to Cynosure Corporation by a Warranty Deed executed the 6th day of February, 1973, and recorded in Volume 258 at Page 123 of the Deed Records of Hays County, Texas; which point bears 6662.22 ft. N29°40°51"W. from a 60'd' nail set in a rock mound found at or near the southeast corner of said Survey No. 136;

THENCE, along or near a fence, with the common line between said 1539.45 and 291% acres, S60°36′50°W., 1551.06 ft. to a ½" iron pipe found for the north common corner between said 291% acres and 206.2 acres conveyed from Jaye Wright, Trustee, to John Luke Hill, Jr., by a Warranty Deed executed the 3rd day of July, 1990, and recorded in Volume 852 at Page 247 of the Official Public Records of Hays County, Texas;

THENCE, along or near a fence (along and possibly overlapping ±0.03 acre of said 206.2 acres), with the south line of said 1539.45 acres, N89°16'39"W., 614.05 ft. to a ½" iron pipe found at a fence corner for the most westerly corner of said 1539.45 acres, a southeast corner of 1051.23 acres conveyed from John L. Hill, Jr., et ux, to Melinda Hill Perrin, et al, by a Warranty Deed executed the 31st day of December, 1999, and recorded in Volume 1619 at Page 471 of the Official Public Records of Hays County, Texas;

THENCE, along or near a fence, with the common line between said 1539.45 and 1051.23 acre tracts, N30°04'19"E., at approximately 493 ft. passing 10 ft. S60°E. from a fence angle post, then continuing not along a fence for a total distance of 932.29 ft. to a ½" iron stake found in the bed of a creek; N65°02'34"E., along the creek bed, 345.19 ft. to a ½" iron stake set in an X found marked on rock; N85°37'07"E., 231.56 ft. to a found ½" iron stake; S82°33'09"E., 101.97 ft. to a set ½" iron stake; N73°02'04"E., 55.50 ft to a set ½" iron stake; N29°57'45"E., at approximately 63 ft. crossing a fence, at approximately 68 ft. passing approximately 9 ft. N60°W. from a fence angle post, at approximately 135 ft. passing approximately 3 ft. N60°W. from a fence angle post, then continuing along or near a fence for a total distance of 681.05 ft. to a %" iron stake found in a rock mound for the north corner of the herein described tract:

THENCE, upon, over and across said 1539 45 acres, \$29°36'26"E., 931.41 ft. to the PLACE OF BEGINNING.

I hereby certify that this field notes description and accompanying plat are accurate representations of the property contained therein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or Corners; that all property corners are as stated. (Bearing basis = True north based on GPS observations)

Dates surveyed: March 2^{nd} thru March 17^{th} and April 9^{th} , 2004 Dated this 4^{th} day of May, 2004

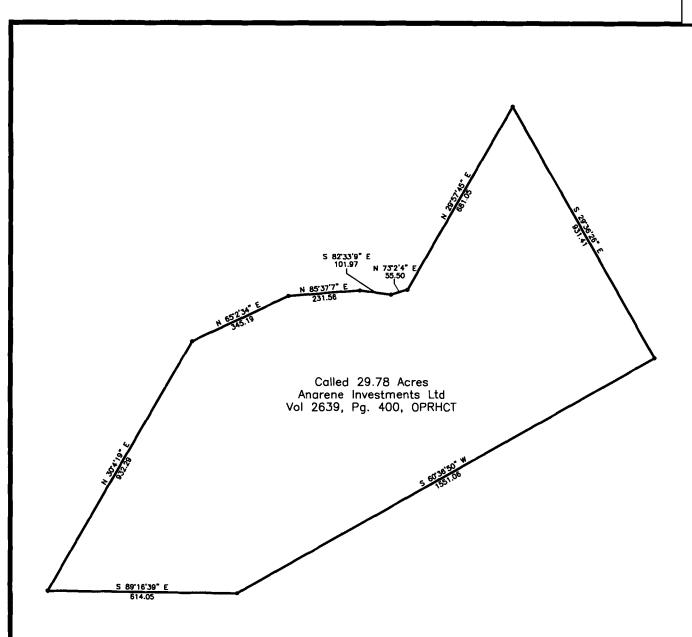
MIKE A GROGAN

Mike A. Grogan

Registered Professional Land Surveyor No. 5296

GROGAN SURVEYING • P O. BOX 1356 • 1135 HWY. 173 N • BANDERA, TX 78003 • PH/FAX (830) 796-7177

Filed for Record in:
Hass Counts
On: Nar 03:2005 at 10:36A
Occument Mumber: 05005564
Amount: 18:00
Receipt Mumber - 119751
Bs;
Lynn Currs; Deputs
Lee Carlisle, Counts Clerk
Haus Counts

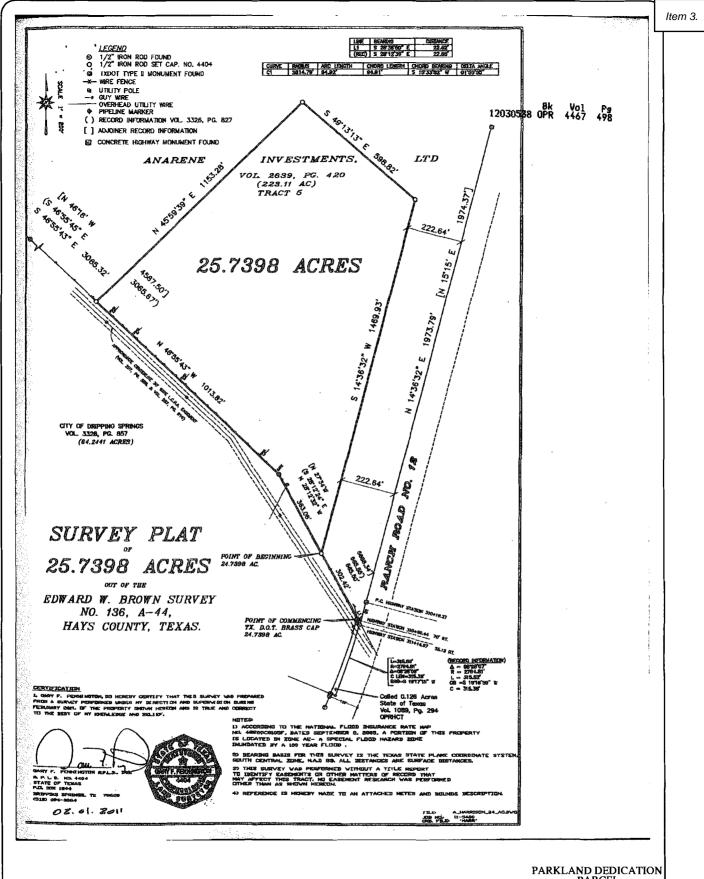


Note:

This sketch was prepared using field notes prepared by Mike A, Grogan, Registered Professional Land Surveyor No. 5296, who certified that the field notes were accurate representations of the property contained therein as determined by a survey made on the ground on March 2 through March 17 and April 9, 2004. Field notes dated May 4, 2004.



Exhibit B Survey of Parkland



PARKLAND DEDICATION PARCEL

EXHIBIT B 12.16.14



Exhibit C - Hill Tops Preservation

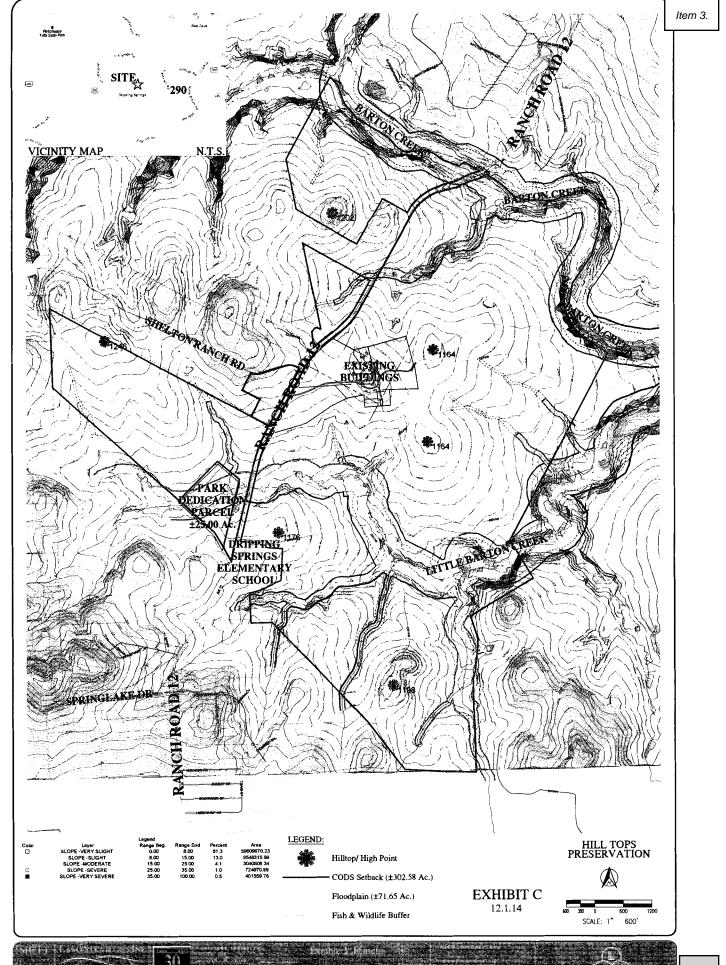


Exhibit D Concept Plan

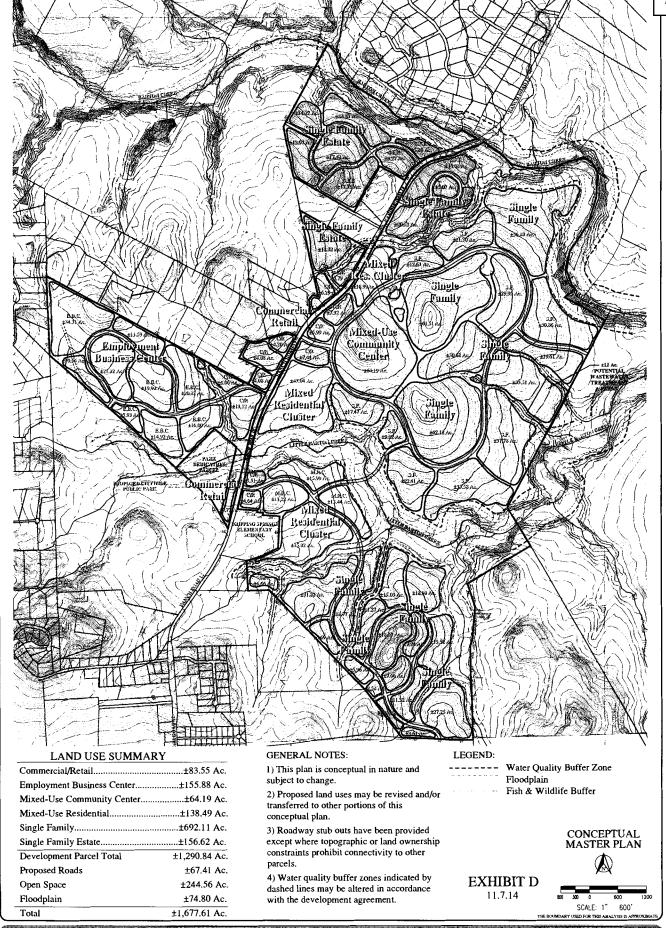


Exhibit E Variance List

Doc-15031553 Bk-OPR VI-5340 Pg-188

EXHIBIT E

November 6, 2014

2 3.11.4	5.016(a)(2) 4(a),(2)&(3)	Description Maximum Impervious Cover Lot Widths and Depths Residential block	Requirement Chapter 22, Water Qual Sets maximum impervious cover for site development plans within the Edwards Aquifer contributing zone and the ETJ to 35% Chapter 23, Z Width = 100' Depth = 150'	Maximum impervious cover for all site development plans within the Edwards Aquifer will be as tabulated in Section 3.1.4 of the Agreement. Coning For Residential Use: Width = 50'	Overall project impervious cover to be 35% maximum. For Residential Use:
2 3.11.4	4(a),(2)&(3)	Lot Widths and Depths	Sets maximum impervious cover for site development plans within the Edwards Aquifer contributing zone and the ETJ to 35% Chapter 23, Z Width = 100' Depth = 150'	Maximum impervious cover for all site development plans within the Edwards Aquifer will be as tabulated in Section 3.1.4 of the Agreement. Coning For Residential Use: Width = 50'	cover to be 35% maximum. For Residential Use:
2 3.11.4	4(a),(2)&(3)	Lot Widths and Depths	for site development plans within the Edwards Aquifer contributing zone and the ETJ to 35% Chapter 23, Z Width = 100' Depth = 150'	site development plans within the Edwards Aquifer will be as tabulated in Section 3.1.4 of the Agreement. Coning For Residential Use: Width = 50'	cover to be 35% maximum. For Residential Use:
		Lot Widths and Depths	the Edwards Aquifer contributing zone and the ETJ to 35% Chapter 23, Z Width = 100' Depth = 150'	Edwards Aquifer will be as tabulated in Section 3.1.4 of the Agreement. Coning For Residential Use: Width = 50'	For Residential Use:
		Depths	zone and the ETJ to 35% Chapter 23, Z Width = 100' Depth = 150'	in Section 3.1.4 of the Agreement. Coning For Residential Use: Width = 50'	
		Depths	Chapter 23, Z Width = 100' Depth = 150'	Coning For Residential Use: Width = 50'	
		Depths	Width = 100' Depth = 150'	For Residential Use: Width = 50'	
		Depths	Depth = 150'	Width = 50'	
3 (Exhib	oit A), 11.21.1				MENT - EU
3 (Exhib	oit A), 11.21.1	Residential block	01 (00 0 1 !! : :		Width = 50'
3 (Exhib	oit A), 11.21.1	Residential block	01 1 00 0 1 11 1 1	Depth = 120'	Depth = 120'
3 (Exhib	oit A), 11.21.1	Residential block	Chapter 28, Subdivisions an		
			Shall not exceed one thousand	Shall not exceed three thousand	To respond to topographic
		lengths	two hundred (1,200) feet between		conditions.
			centerlines of street intersections	street intersections as per Conceptual	
				Plan due to topography	
4 (Exhi	ibit A), 14.6	Minimum Lot Sizes	For lots using surface water and	For lots using surface water and public	To have the ability to respond
1			public wastewater system is 0.75	wastewater system is 6,000 square feet	
			acres		housing market. To provide a
					variety of housing types with
	F 6 4 5	O			variety of lot sizes.
U	ction 5.4.3	Construction and installation of	Requires construction and installation of required public	Fiscal security not required prior to final plat approval provided the	Provide necessary flexibility for platting a large
Dripp	oing Springs	required public	improvements & City utilities	owner agrees to construct	scale development.
		improvements and	prior to approval of final plat	improvements in a manner approved	scale development.
		City utilities	prior to approvar or mar place	by the City Engineer.	
6 Section	n 2 2 2 Have	Minimum Centerline	TCSS Urbanized Local = 200 feet	Urbanized Local = 180 feet	Complian with AASUTO
I	Dev. Regs	Radius			Complies with AASHTO
, ,	ole 721.02	Radius	Minor Collector = 375 feet	Minor Collector = 300 feet	standards relative to proposed
'aL	Ne /21.02		Major Collector = 675 feet	Major Collector = 500 feet	design speeds. Preserves
Ì			Minor Arterial = 975 feet	Minor Arterial = 500 feet	natural character by minimizing
7 Section	n 2.3.2, Hays	Minimum Tangent	Major Collector = 300 feet	Major Collector = 150 feet	impacts to existing topography. Complies relative to proposed
	Dev. Regs	Length	Minor Collector = 300 feet	Minor Arterial = 200 feet	design speed.
	ble 721.02	Lengui	ivilitor Arterial – 500 feet		design speed.
'a'	510 721.02				
	1				I

Exhibit F Approved Plant List

EXHIBIT F

Approved Plant List

For landscaping, developer, builders, and home owners will follow guidelines as specified for Western Zone, Edwards Plateau in *Native and Adapted Landscape Plants an earthwise guide for Central Texas Fifth Edition, 2013* published by Texas A&M Agrilife Extension, City of Austin, and growgreen.org (commonly referred to as Austin Grow Green booklet). Any plant listed as invasive on page 53 of Austin Grow Green Fifth Edition is prohibited from use.

**** Electronically Filed Document ****

Hays County Texas Liz Q. Gonzalez County Clerk

Document Number: 2012-12030401

Recorded As : ELECTRONIC RECORDING

Recorded On:

October 23, 2012

Recorded At:

01:04:25 pm

Number of Pages:

27

Book-VI/Pg:

Bk-OPR VI-4466 Pg-327

Recording Fee:

\$116.00

Parties:

Direct- DRIPPING SPRINGS CITY OF Indirect- ANARENE INVESTMENTS LTD

Receipt Number:

318115

Processed By:

Lynn Curry

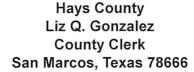
********* THIS PAGE IS PART OF THE INSTRUMENT ************

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invelid and unenforceable under federal law.



I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Liz Q. Gonzalez, County Clerk





Instrument Number: 2012-12030538

Recorded On: October 23, 2012

OPR RECORDINGS

Parties: DRIPPING SPRINGS CITY OF

Billable Pages: 26

ANARENE INVESTMENTS LTD

Number of Pages: 27

Comment:

(Parties listed above are for Clerks reference only)

** Examined and Charged as Follows: **

OPR RECORDINGS

116.00

Total Recording:

116.00

******* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2012-12030538

Receipt Number: 318215

Recorded Date/Time: October 23, 2012 04:24:12P

Book-Vol/Pg: BK-OPR VL-4467 PG-477

User / Station: L Curry - Cashering #1

Record and Return To:

BAKER & ROBERTSON

P.O BOX 718

DRIPPING SPRINGS TX 78620



State of Texas County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Ling & Dorgely Liz Q.Gonzalez, County CLerk

Draft "E"

DEVELOPMENT AGREEMENT FOR ANARENE INVESTMENTS TRACT

STATE OF TEXAS	Ş
	§
COUNTY OF HAYS	§

This Development Agreement ("Agreement") is between the City of Dripping Springs, (the "City"), and Anarene Investments Ltd., a Texas limited partnership ("Owner"). In this Agreement, the City and Owner are sometimes individually referred to as a "Party," and collectively referred to as the "Parties".

RECITALS:

- WHEREAS, Owner has approximately 1,696 acres of land (the "Land") located within the extraterritorial jurisdiction (ETJ) of the City and in Hays County, Texas (the "County"), which is more fully described on *Exhibit A* attached hereto and incorporated herein for all purposes; and
- WHEREAS, Owner intends to develop the Land as a master-planned community that will include residential and commercial uses, together with open space to benefit the residents and property owners of the community, as well as other residents of the City, the City's ETJ, and the County. In this Agreement, the Land, as it will be developed, is sometimes referred to as the "Project;" and
- WHEREAS, the City is located in a rapidly growing area of the County and new construction and land development will impact the future character of the City; and
- WHEREAS, the City has adopted a Comprehensive Plan to guide the City in planning for future growth and development, and the City Council finds that this Agreement is consistent with the Comprehensive Plan; and
- WHEREAS, the City has determined that development agreements with developers of masterplanned communities such as the Project will benefit the City by establishing land use controls; providing for the construction of appropriate and necessary utility, roadway and drainage infrastructure; encouraging economic development; protecting the environment; preserving native habitat and endangered species; and promoting the welfare of the citizens of the City and its ETJ; and
- WHEREAS, the City and Owner are striving to achieve balance between the pressures of urbanization and the shared desires to protect the public safety, and conserve the hill country scenery and native habitat; and

- WHEREAS, this Agreement grants Owner a measure of predictability in terms of applicable municipal regulations and development fees; and
- WHEREAS, this Agreement grants the City the public benefits related to the application of certain municipal regulations in the ETJ, including lighting regulations; and
- WHEREAS, Owner and the City wish to enter into this Agreement to provide an alternative to the City's typical regulatory process for development; encourage innovative and comprehensive master-planning of the Land; provide a level of certainty of regulatory requirements throughout the term of this Agreement; and provide assurances of a high-quality development that will benefit the present and future residents of the City, the City's ETJ and the County; and
- WHEREAS, the City is statutorily authorized to enter into such contracts with owners of property located in the City's ETJ pursuant to Texas Local Government Code Section 212.172; and

THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and Owner agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 Agreement: This contract between the City of Dripping Springs, Texas and Owner, including all Exhibits, which are incorporated herein for all intents and purposes.
- 1.2 Applicable Rules:

Applicable Rules: The City Rules that, as modified by the Project Approvals and variances granted concurrent with this Agreement, if any, exist on the Effective Date of this Agreement and will be applicable to the development of the Property for the term of this Agreement. This term does not include Zoning, Building Codes, Landscaping, Lighting, Sign, or Exterior Design standards, as those regulations may apply or hereafter be applied to *non-residential* properties. This term does not include regulations mandated by state law, or that are necessary to prevent imminent harm to human safety or property, which may be modified and made applicable to the Project even after the Effective Date.

- 1.3 City: The City of Dripping Springs, an incorporated Type A, general-law municipality located in Hays County, Texas.
- 1.4 City Council: The governing body of the City of Dripping Springs, Texas.

DRAFT E final



- 1.5 City Engineer: The person or firm designated by the City Council as the engineer for the City of Dripping Springs, Texas.
- 1.6 City Rules: The entirety of the City's Code of Ordinances, regulations and official policies, except as modified by this Agreement.
- 1.7 County: Hays County, Texas.
- 1.8 Effective Date: The date upon which this Agreement is executed by all Parties.
- 1.9 Home Owners Association (HOA): is an organization created by a real estate developer for the purpose of controlling the appearance and managing any common-area assets during the marketing, managing, and selling of homes and sites in a residential subdivision. It grants the developer privileged voting rights in governing the association, while allowing the developer to exit financial and legal responsibility of the organization, typically by transferring ownership of the association to the homeowners after selling off a predetermined number of lots.
- 1.10 Impervious Cover Percentage: The percentage calculated by dividing the total acres of impervious cover on the Land by the total number of acres included in the Land. Whether or not outdoor decks are included in the calculation of impervious cover shall be determined by the City Engineer based on the deck design and materials. In the calculation of impervious cover, the following shall be characterized as pervious for all purposes: open space, greenbelt, park, irrigation field, flood plain, water quality and/or drainage facility and/or area not lined with impermeable material, detention facility not lined with impermeable material, swale, irrigation area, playground, athletic fields, granite and/or pea gravel trail.
- **1.11** Land: Approximately 1,696 acres of land, in Hays County, Texas, more fully described on the attached *Exhibit A*.
- 1.12 Master Plan: The master plan of the City, originally presented in 1984, as may be amended, modified or supplemented by the City, in conjunction with the Comprehensive Plan.
- 1.13 Project: The term as defined by Texas Local Government Code Chapter 245, as may be amended. The term refers to a specific property use and/or improvement undertaken on the Land, as documented in a manner that provides the City with fair notice.
- 1.14 Project Approvals: All aspects of the Project outside the current scope of work will require prior approval by the City Council.
- **1.15** Parkland: Parkland is a platted tract of land designated and used for recreation or open space.

- 1.16 Owner: Anarene Investments Ltd., a Texas limited partnership, and any subsequent owner(s).
- 1.17 TCEQ: Texas Commission on Environmental Quality, or its successor agencies.
- 1.18 TxDOT: Texas Department of Transportation, or its successor agencies.

ARTICLE 2. PUBLIC BENEFITS, INFRASTRUCTURE & AMENITIES

- 2.1 Purpose: The development of the Land under this Agreement is intended to: (a) allow housing and commercial development within its ETJ to occur in an orderly manner in order to protect the health, safety and welfare of the City's present and future citizens; and (b) promote the aesthetic enhancement of the City and its ETJ; and (c) promote a safe and attractive self sustaining community.
- 2.2 Environmental Protection: Owner will implement compliance with the following natural resource laws and regulations, to the extent applicable:
 - 2.2.1 Aquifer Protection: Owner will comply with all applicable TCEQ regulations. Owner shall also take reasonable measures to protect the Trinity Aquifer, including at a minimum adherence to the above-cited Edwards Aquifer Rules for the Contributing Zone. If the development is a low-density development (less than fifteen (15%) Impervious Cover), no structural water quality controls will be required.
 - 2.2.2 Land Application Restrictions: If the Project utilizes individual onsite sewage disposal and if treated sewage effluent is disposed of through irrigation, property owners within the Project shall comply with the applicable City, County, and TCEQ permits. The City reserves the right to comment on any permit application submitted by the Owner.
 - 2.2.3 Waterway Protection: Owner shall obtain and comply with any authorizations from the US Army Corps of Engineers that may be required for road and utility crossings of creeks and construction of water quality protection infrastructure, including but not limited to Clean Water Act Section 404 Permitting.
 - **2.2.4 Stormwater Controls:** Owner will prepare and implement a stormwater pollution prevention plan in compliance with the TCEQ's Texas Pollution Discharge Elimination System stormwater general permit for construction-related stormwater discharges.
 - **2.2.5** Endangered Species: Owner agrees to comply with the federal Endangered Species Act.



- 2.2.6 Water Conservation Plan: Owner shall comply with the City's plan, which has been approved by the Lower Colorado River Authority (LCRA).
- 2.3 Parkland: The Project will include approximately twenty-five (25) acres of parkland area to be dedicated and conveyed to the City of Dripping Springs, the land being more fully described on Exhibit B in meets & bounds and on a survey, attached hereto and incorporated herein for all purposes (the "Parkland"), and the form of the deed of conveyance being attached hereto as Exhibit C. The City agrees that, as part consideration for the dedication and conveyance of the Parkland, the City will name the Parkland and the pond located in the Parkland in accordance with written instructions from the representative of the John L. Hill, Jr. family, and will erect proper permanent signage that acknowledges the dedication and conveyance. The John L. Hill, Jr. family will not assign the naming rights granted herein. Additionally, this dedication and conveyance of the Parkland to the City shall fulfill all parkland dedication requirements of the Project to the City, including, but not limited to the requirements of Article 28.03 (Parkland Dedication) under the City's Code of Ordinances and Sections 19.1 and 19.4 (Subdivisions).

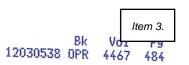
ARTICLE 3. PROPERTY DEVELOPMENT

3.1 Governing Regulations: For purposes of any vesting analysis, the Parties agree that the Effective Date shall be construed as the date upon which the Development Agreement is approved by the City Council of Dripping Springs. The Applicable Rules shall govern the Project, unless otherwise expressly provided in this Agreement. For the term of this Agreement, the development and use of the Land will be controlled by the terms of this Agreement, the Project Approvals and the Applicable Rules. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

ARTICLE 4. FINANCING DISTRICT

Consent to Creation of District: In accordance with Texas Local Government Code, 4.1 Section 42.042, the City has considered the creation of conservation and reclamation districts, authorized pursuant to Texas Constitution Article III, Section 52, or Article XVI, Section 59 covering all or portions of the Land (the "Districts"). The City indicates its conceptual support for creation of the Districts pursuant to Section 42.042, Texas Local Government Code at the time of approval of this Agreement. The City's actual consent, if given, shall be evidenced by separate documents. The City agrees that any District may annex or exclude land owned by Owner that is located within the boundaries of the Project and the City's ETJ and may be divided in accordance with Chapters 49, 51, 53 and/or 54, Texas Water Code, or other Water Code provisions that may be applicable, in furtherance of Owner's development goals pursuant to this Agreement. Provided, however, that the Parties recognize that the property may lie within the City's "Potential service Area" in the "Wholesale Water Supply Agreement Between LCRA and the City of Dripping Springs," dated March 11, 2003. Additionally, the City's consent is conditioned upon the City being unable or refusing to provide water and/or wastewater services to the Property.

- 4.2 Lighting: Owner, or an electric utility designated by Owner, will construct all illumination for street lighting, signage, security, exterior, landscaping, and decorative facilities for the Project in accordance with all then-current City Rules, including the Lighting Ordinance in effect at the time of installation of the lighting, including both residential and non-residential rules. District(s) will be required to operate and maintain the lighting within its boundaries according to City Rules. Owners agree that all restrictive covenants for the Project shall reinforce this provision and be applied to all construction and builders.
- 4.3 Fire Protection: Each District, to the extent allowed by law, shall pursue all required approvals for, and, upon approval, will implement and finance a fire protection plan to provide fire protection services within the Project's boundaries in accordance with and subject to Section 49.351, Texas Water Code, and applicable regulations of the TCEQ, and Applicable Rules. Owners shall submit to City plans for emergency access points (e.g., crash gates) during the platting phase of development.
- 4.4 Infrastructure Construction & Inspections: Each District will be responsible for construction, operation and maintenance of all water, wastewater and drainage infrastructure within its boundaries, unless otherwise agreed to by Owner and the City. The City will have the right to review and approve all plans and specifications for such infrastructure during the Site Development Permit process, and to inspect all such infrastructure during construction and prior to acceptance for operation and maintenance. A copy of each set of approved plans and specifications and a copy of all inspection certificates will be filed with the City for review and approval. All water, wastewater, and drainage infrastructure within the Land shall be designed and built in accordance with the rules, regulations and specifications of the City and TCEO, which rules, regulations and specifications are adopted as the governing rules, regulations and specifications for the water utility infrastructure constructed to serve the Project. All water, wastewater and drainage infrastructure within the Land shall be subject to City inspections and compliance with City Rules in effect at the time of inspection, as they may be amended from time to time, and TCEQ rules (TCEQ rules will control in the Fees for all inspections by the City or the City's designee under this event of conflict). section shall be paid by the District(s).
- 4.5 Consent to Wastewater Discharge Facilities: The City understands that the District(s) formed pursuant to Section 4.1 above, will apply to the TCEQ, or its successor agency, for a permit to treat and dispose wastewater generated by the development that is subject to this Agreement. The City reserves it right to comment on Owner's submission of such an application and order by the TCEQ.



ARTICLE 5. AUTHORITY

5.1 Term:

- 5.1.1 Initial Term. The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years thereafter ("Initial Term"), unless sooner terminated under this Agreement; provided, however, this Agreement may be extended for a longer duration not to exceed an additional fifteen (15) years upon mutual agreement of the Parties.
- 5.1.2 Expiration. After the Initial Term and any extension(s), this Agreement will be of no further force and effect, except that termination will not affect any right or obligation previously granted.
- 5.1.3 Termination or Amendment. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the City and Owner or may be terminated or amended only as to a portion of the Land by the mutual written consent of the City and Owner of only the portion of the Land affected by the amendment or termination.
- 5.2 Authority: This Agreement is entered under the statutory authority of Chapter 212, Subchapter G, Texas Local Government Code. The Parties intend that this Agreement guarantee the continuation of the extraterritorial status of portions of the Land as provided in this Agreement; authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning upon annexation of any portion of the Land to the City.
- 5.3 Applicable Rules: As of the Effective Date, Owner has initiated the subdivision and development permit process for the Project. The City agrees that, in accordance with Chapter 245, Texas Local Government Code, the City will consider the approval of any further approvals necessary for the Project based solely on the Applicable Rules, as modified by the Project Approvals and this Agreement. Further, the City agrees that, upon the Effective Date, Owner has vested authority to develop the Land in accordance with the Applicable Rules, as modified by any exceptions contained in the Project Approvals and this Agreement.
- 5.4 Right to Continue Development: In consideration of Owner's agreements hereunder, the City agrees that, during the term of this Agreement, it will not impose or attempt to impose:

 (a) any moratorium on building or development within the Project, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plans, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Project. No City-imposed moratorium, growth restriction, or other limitation affecting the rate, timing or sequencing of development or construction of all or any part of the Project will apply to the Land if such

moratorium, restriction or other limitation conflicts with this Agreement or would have the effect of increasing Owner's obligations or decreasing Owner's rights and benefits under this Agreement. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and ETJ due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

5.5 Equivalent Substitute Obligation: If either Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and bona fide threat to public safety that prevents performance or requires different performance, subsequent conditions that would legally excuse performance under this Agreement, or, the Parties agree to cooperate to revise this Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party's overall contractual benefit under this Agreement.

5.6 Cooperation:

- 5.6.1 The City and Owner each agrees to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.
- 5.6.2 The City agrees to cooperate with Owner in connection with any waivers or approvals Owner may desire or require to obtain from the County in connection with the development of the Land and a deferral of the County's plat and plan approval powers to the City for all plats and public infrastructure within the Project, other than roadway infrastructure that will be dedicated to the County for operation and maintenance after construction. Roads that will be dedicated to the County for operation and maintenance shall be subject to County review, inspection and approval prior to dedication to the County.
- 5.6.3 The City acknowledges that the Owner and/or HOA may in the future seek State or federal grant matching funds to finance certain park, recreational and environmental facilities within the Project. The City agrees to cooperate with and support these efforts to obtain grant funding that do not interfere with or conflict with the City's efforts to secure similar funding, including entering into joint use agreements with the Owner and or HOA, in furtherance of the City's goal of making additional park, environmental and recreational facilities available to the area. Provided, however, that the City will have no financial obligation associated with this activity.
- 5.7 Litigation: In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Owner and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the City Council. Owner

agrees to defend and indemnify the City for any litigation expenses, including court costs and attorneys fees, related to defense of this Agreement. The filing of any third party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction.

ARTICLE 6. GENERAL PROVISIONS

6.1 Assignment & Binding Effect:

- 6.1.1 This Agreement, and the rights and obligations of Owner hereunder, may be assigned by Owner to a subsequent purchaser of all or a portion of the undeveloped property within the Project provided that the assignee assumes all of the obligations hereunder. Any assignment must be in writing, specifically describe the property in question, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City and recorded in the real property records as may be required by applicable law. Upon any such assignment, the assignor will be released of any further obligations under this Agreement as to the property sold and obligations assigned.
- 6.1.2 If Owner assigns its rights and obligations hereunder as to a portion of the Project, then the rights and obligations of any assignee and Owner will be non-severable, and Owner will be liable for the nonperformance of the assignee and vice-versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, even if such remedies will impede development activities of any performing developer as a result of that nonperformance.
- 6.1.3 The provisions of this Agreement will be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement will not, however, be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Project.
- 6.2 Severability: If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.
- 6.3 Governing Law, Jurisdiction & Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The parties acknowledge that this Agreement is performable in Hays County, Texas and hereby submit to the jurisdiction of the courts of that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.

- 6.4 No Third Party Beneficiary: This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.
- or any portion of the Land by mortgage, deed of trust or other instrument to secure financing for the Project. The City understands that a lender providing financing for the Project ("Lender") may require interpretations of or modifications to this Agreement and agrees to cooperate with Owner and its Lenders' representatives in connection with any requests for interpretations or modifications. The City agrees not to unreasonably withhold or delay its approval of any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City agrees as follows:
 - 6.5.1 Neither entering into this Agreement, nor any breach of this Agreement, will affect any lien upon all or any portion of the Land.
 - 6.5.2 The City will, upon written request of a Lender given in compliance with Section 5.1.2, consider providing the Lender with a copy of any written notice of default given to Owners under this Agreement within ten (10) days of the date such notice is given to Owners.
 - 6.5.3 In the event of default by Owner under this Agreement, a Lender may, but will not be obligated to, cure any default during any cure period extended to Owner, either under this Agreement or under the notice of default.
 - 6.5.4 Any Lender who comes into possession of any portion of the Land by foreclosure or deed in lieu of foreclosure will take such property subject to the terms of this Agreement. No Lender will be liable for any defaults or monetary obligations of Owner arising prior to the Lender's acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to that property until all delinquent fees and other obligations of Owner under this Agreement that relate to the property in question have been paid or performed.
- 6.6 Certificate of Compliance: Within thirty (30) days of written request by either Party given accordance with Section 6.17, the other Party will execute and deliver to the requesting Party a statement certifying that: (a) this Agreement is unmodified and in full force and effect or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification; (b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and (c) any other information that may be reasonably requested. A Party's failure to deliver a requested certification within this 30-day period will conclusively be deemed to constitute a confirmation that this Agreement is in full force without modification, and that there are no uncured defaults on the part of the requesting Party.

Item 3.

The City Administrator or Planning Director will be authorized to execute any requested certificate on behalf of the City.

- 6.7 Default: If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. The City may issue Stop Work Orders for violations arising under this Agreement or the regulations applied herein.
- 6.8 Remedies for Default: If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement. In the event of a default by the City, Owner will be entitled to seek a writ of mandamus, in addition to seeking any other available remedies. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.
- 6.9 Reservation of Rights: To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.
- 6.10 Attorneys Fees: The prevailing Party in any dispute under this Agreement will be entitled to recover from the non-prevailing Party its reasonable attorneys fees, expenses and court costs in connection with any original action, any appeals, and any post-judgment proceedings to collect or enforce a judgment.
- 6.11 Waiver: Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of the length of time during which that failure continues, be deemed a waiver of that Party's right insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.
- 6.12 Entire Agreement: This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties. An amendment to this Agreement may only be

approved by an affirmative vote of at least three of the five (3 of 5) members of the City Council.

- 6.13 Exhibits, Headings, Construction & Counterparts: All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.
- 6.14 Time: Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.
- 6.15 Authority for Execution: The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Owner certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with its authority.
- 6.16 Property Rights: Owner expressly and unconditionally waive and release the City from any obligation to perform a takings impact assessment under the Texas Private Real Property Rights Act, Texas Government Code Chapter 2007, as it may apply to this Agreement, the Land, and the Project so long as this Agreement is in effect.
- 6.17 Notices: Any notices or approvals under this Agreement must be in writing may be sent by hand delivery, facsimile (with confirmation of delivery) or certified mail, return receipt requested, to the Parties at the following addresses or as such addresses may be changed from time to time by written notice to the other Parties:

CITY:

Original: City Administrator

City of Dripping Springs

P. O. Box 384

Dripping Springs, Texas 78620

Fax: (512) 858-5646

Copy to: Bojorquez Law Firm, LLP

Attention: Alan J. Bojorquez 12325 Hymeadow Dr., Ste. 2-100

Austin, Texas 78750 Fax: (512) 250-0749

OWNER:

Original: Anarene Investments Ltd.

c/o Graham Hill

2800 JPMorgan Chase Tower

600 Travis

Houston, Texas 77002 Phone: (713) 226-1301 Fax: (713) 229-2618

Copy to:

Baker & Robertson

Attn: Rex G. Baker, III

P O Box 718

Dripping Springs, Texas 78620

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

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

Exhibit A

Description of the Land

Exhibit B

- Metes and Bounds Description of Parkland, and

a survey

Exhibit C

Form of Deed

Bk Vol Ps 12030538 OPR 4467 491

STATE OF TEXAS
COUNTY OF HAYS

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below, to be effective on the date the last party signs.

§ § §

CITY OF DRIPPING SPRINGS

By:

Todd Purcell, Mayor

Date: 10-17-12-

This instrument was acknowledged on this day of other, 2012 by Todd Purcell, Mayor of the City of Dripping Springs, Texas, a Texas general law municipality, on behalf of said municipality.

Notary Public, State of Texas

JO ANN TOUCHSTONE
Notary Public, State of Texas
My Commission Expires
October 08, 2015

STATE OF TEXAS

\$ \$ \$

COUNTY OF HAYS

OWNER:

Anarene Investments Ltd. a Texas limited partnership by its general partner:

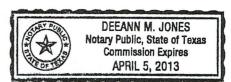
Anarene Management, LLC a Texas limited liability company

Title: Manager

Date: 9/6/11

This instrument was acknowledged before me of this a day of Manager of Anarene Management, LLC, a Texas limited liability company, which is the general partner of Anarene Investments, Ltd., a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas



Item 3.

EXHIBIT "A"

Bk Vol Ps 12030538 OPR 4467 493

Description of Land

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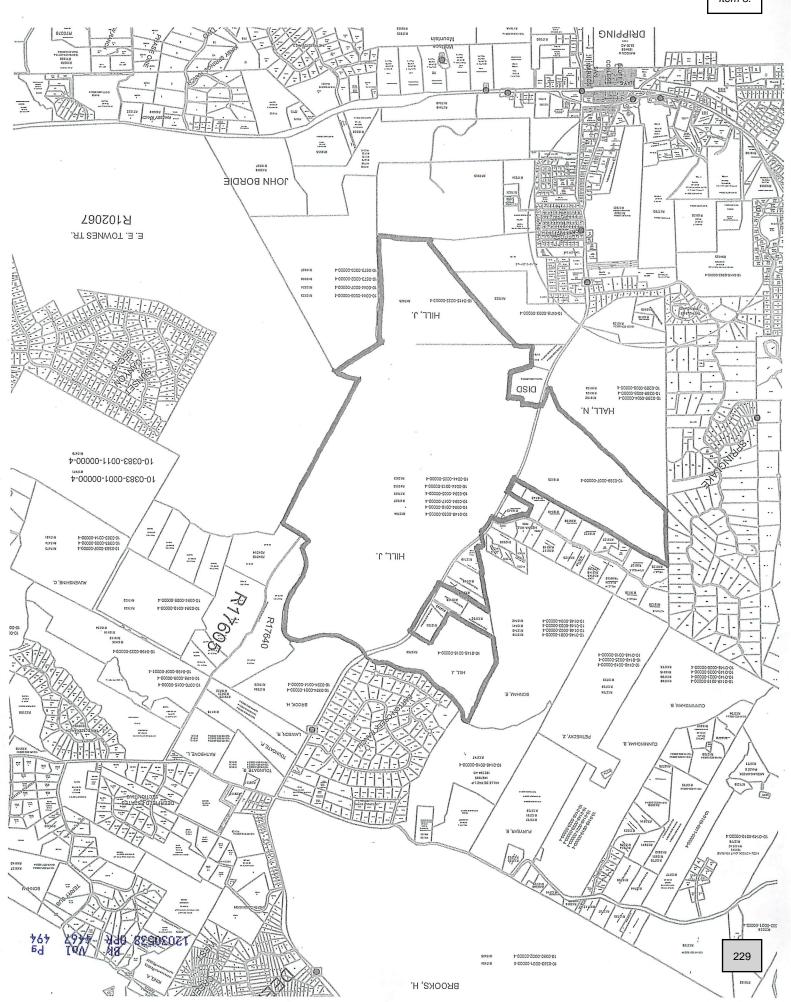


EXHIBIT "B"

Description of parkland tract

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STATE OF TEXAS COUNTY OF HAYS

25.7398 ACRES

A DESCRIPTION OF A 25.7398 ACRE TRACT OF LAND OUT OF THE EDWARD W. BROWN SURVEY NO, 136, A-44, HAYS COUNTY, TEXAS, SAID 25.7398 ACRES BEING OUT OF A CALLED 223.11 ACRE TRACT OF LAND DESCRIBED IN A DEED AS "TRACT 5" TO ANARENE INVESTMENTS, LTD. AS RECORDED IN VOLUME 2639, PAGE 450, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 25.7398 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Commencing at a Tx. D.O.T. Type II brass monument found in the west right of way of Ranch Road No. 12 at State Engineer's Highway Station 310+98.44, said monument being the most easterly northeast corner of a called 64.2441 acre tract of land described in a deed to the City of Dripping Springs as recorded in Volume 3326, Page 857, Official Public Records of Hays County, Texas, from which a ½ inch iron rod found at State Engineer's Highway Station 311+14.97 bears S 28°38'50"E, a distance of 22.62 feet, thence N 28°12'32"W, with the northeast line of said 64.2441 acre City of Drippings tract and a southerly line of said 223.11 Anarene Investments, LTD. tract, a distance of 302.42 feet to a ½ inch iron rod with cap set no. 4404 for the most southerly corner of the herein described 25.7398 acre tract and the POINT OF BEGINNING;

THENCE with the northeast line of said 64.2441 acre tract and a southerly line of said 223.11 acre tract, the following two (2) courses and distances,

- 1) N 28°12'32"W, a distance of 363.08 feet to a ½ inch iron rod found for an angle point, and
- 2) N 46°55'43"W, a distance of 1013.82 feet to a ½ inch iron rod with cap set no. 4404 for the most westerly corner of the herein described 25.7398 acre tract;

THENCE departing said City of Dripping Springs 64.2441 acre tract and crossing said Anarene Investments LTD. tract, the following three (3) courses and distances,

- 1) N 45°59'39"E, a distance of 1153.28 feet to a ½ inch iron rod with cap set no. 4404 for the most northerly corner of the herein described tract,
- 2) \$ 49°13'13"E, a distance of 598.82 feet to a ½ inch iron rod with cap set no. 4404 for the northeast corner of the herein described tract, and
- 3) S 14°36'12"W, a distance of 1469.96 feet to the POINT OF BEGINNING, containing 25.7398 acres of land.

Bearing basis for this survey is the Texas State Plane Coordinate South Central Zone, N.A.D. 83. All distances are surface distances.

I, Gary F. Pennington, do hereby certify that this description and associated survey plat was prepared from a survey performed under my direction and supervision during February 2011, and is true and correct to the best of my knowledge and belief.

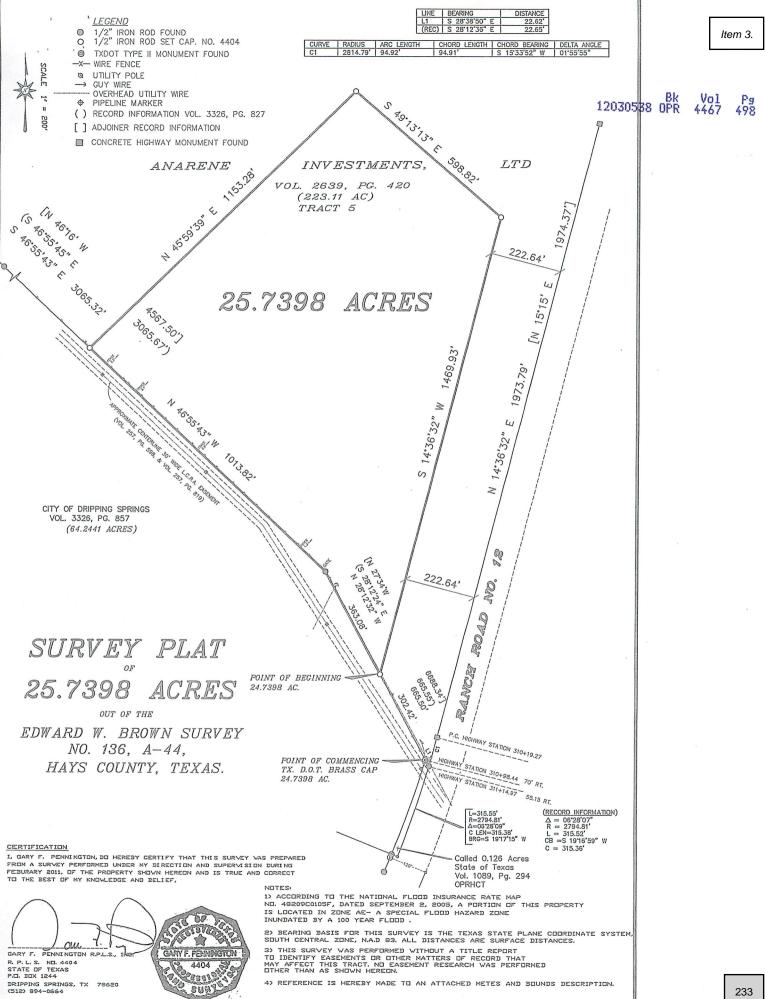
Gary F. Pennington, R.P.L.S., INC.

Registered Professional Land Surveyor

No. 4404- State of Texas

P.O. Box 1244

Dripping Springs, Texas 78620 (512) 894-0664



02.61.2011

FILE A_HARRIS

EXHIBIT "C"

Form of Deed

Bk Vol Ps 2030538 OPR 4467 499

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Item 3.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED

STATE OF TEXAS	§ §	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS	§	

THAT Anarene Investments Ltd., a Texas limited partnership ("Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto THE CITY OF DRIPPING SPRINGS, a Texas municipality ("Grantee"), the real property located in Hays County, Texas (the "Property") and being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, reservations, easements, covenants and conditions, if any, relating to the Property as the same are filed for record in the County Clerk's Office of Hays County, Texas and additionally by the restrictions more fully described on exhibit "B" attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto Grantee, Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

EXECUTED this day of	_, 2011.
GRANTOR:	
Anarene Investments Ltd.	
a Texas limited partnership	
by its general partner:	
Anarene Management, LLC	
a Texas limited liability company	
By: Title: Manager	

Grantee's Address:				
STATE OF TEXAS	§			
COUNTY OF HAYS	§ §			
The foregoing instrument was by, n company which is the genera on behalf of said limited part	nanager of A	narene Manage	ment, LLC, a Tex	xas limited liability
		NOTARY PU	JBLIC, STATE OF	TEXAS
MY COMMISSION EXPIRI	ES:			

EXHIBIT "A"

Legal description of parkland tract

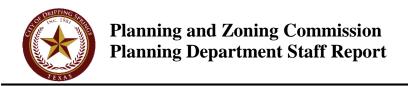
12030538 OPR 4467 502

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EXHIBIT "B"

- 1. The Property is given to Grantee for public use including hiking paths, open park/green space and passive recreational activities, including, but not limited to, fishing, picnicking, hiking and exercising. The Property shall not be used for (i) active recreational uses, including, but not limited to, baseball, softball, soccer, golf, football, or other team sports, (ii) night time activities that require artificial illumination, (iii) camping, (iv) retail, (v) commercial or (vi) residential purposes.
- 2. No above ground structures shall be placed upon the Property, with the exception of fencing and a small storage structure on the south side of the pond located on the Property.
- 3. The Property shall not be subdivided.
- 4. No sign of any kind shall be displayed on the Property that is visible to the Hill Property.
- 5. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion of it unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers and such containers shall be appropriately screened from view from the Hill Property. The Property nor any part thereof shall be used or maintained as a dumping ground for rubbish. No incinerators or other equipment for the storage or disposal of such material shall be permitted. No junk, repair, or wrecking yard shall be located on the Property.
- 6. No horns, whistles, bells, or sirens shall be located, used, or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Hill Property or to its occupants.
- 7. No activities shall be conducted on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property and no open fires shall be permitted on the Property.
- 8. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

The foregoing restrictions run with the land and shall not be modified, removed or waived without the express prior written consent of Anarene Investments Ltd., its successors or assigns.



Planning and Zoning
Commission Meeting:

August 24, 2021

Project No: VAR2021-0014

Project Planner: Tory Carpenter, Senior Planner

Item Details

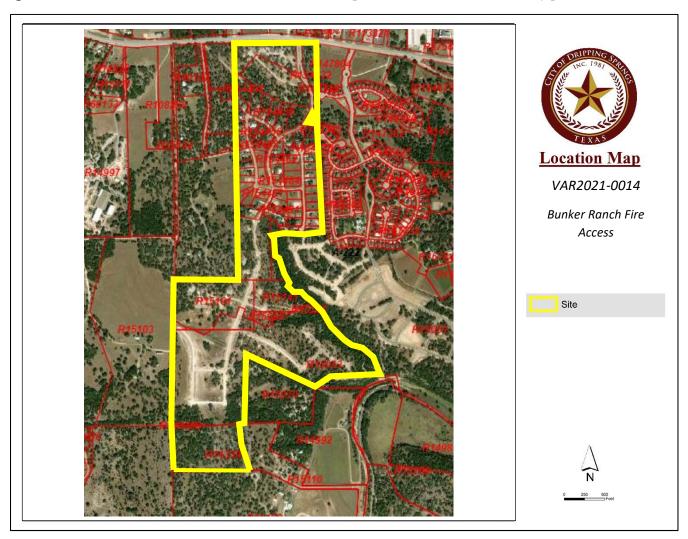
Project Name: Overlook at Bunker Ranch Fire

Property Location: 2004 Creek Rd, Dripping Springs, TX 78620

Legal Description: 18.25 Acres out of the Benjamin F. Hanna Survey

Applicant:Cristina CorbobaProperty Owners:Steve Harren

Request: Variance to the Fire Code requirement for a remote secondary point of access.



Background

In 2018, the City adopted the 2018 International Fire Code with local amendments which include the following requirements for residential subdivisions of 30 lots or more:

- "Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses."
- The intent of this requirement is to ensure that if one access road is blocked or otherwise unavailable, another will allow access to the fire department. Therefore, when more than one access road is required, they need to be separated by enough distance to avoid a situation where both would be blocked or unavailable simply because they are too close to one another.

Overview

This extension of the existing approved subdivision does not meet the remoteness requirement in the Fire Code because it increases the distance between access points. The variance request to the remoteness requirement is necessary since the proposed subdivision exceeds the maximum remoteness distance by 536 linear feet.

Analysis

Section 1.7 requires that in making a determination regarding a requested variance request, P&Z shall consider the following factors:

Factors	Staff Comments
Granting the variance will not be detrimental to the	Granting of this variance will be detrimental to the
public safety, health or welfare, and will not be injurious	public safety. This requirement is meant to ensure
to other property or to the owners of other property, and	that emergency vehicle and effectively maneuver
the waiver will not prevent the orderly subdivision of	through subdivisions in an emergency.
other property in the vicinity	
The conditions upon which the request for a variance is	These conditions are limited access are common in
based are unique to the property for which the variance is	the area.
sought, and are not applicable generally to other property;	
and	
Because of the particular physical surroundings, shape	While this requirement limits the potential to further
and/or topographical conditions of the specific property	expand the existing subdivision, there is no apparent
involved, a particular hardship to the property owner	particular hardship to the property owner.
would result, as distinguished from a mere inconvenience,	
if the strict letter of these regulations is carried out; and	
The variance will not in any manner vary the provisions of	The property owner is still required to follow all
the Zoning Ordinance, Planned Development District	other zoning requirements for the site.
Ordinance, or Comprehensive Plan, or any other adopted	
plan(s) or ordinance(s) of the City; and	
An alternate design will generally achieve the same result	The alternative design which falls short of the
or intent as the standards and regulations prescribed	remoteness requirement is not sufficient to provide
herein; and	safe remote access for emergency vehicles.
The waiver variance will enable the applicant to preserve	Approval of this variance would increase the area to
more native trees, provide more open space, or ensure	be developed.
more wildlife preservation than would be possible	
complying with the strict mandates of this Chapter.	

Staff Recommendation

In considering the Applicant's request for exceeding the fire access remoteness requirement, Staff and the Fire Chief, recommend denial.

Public Notification

No notification is required for variances to the Fire Code.

Attachments

Exhibit 1: Variance Application

Exhibit 2: Fire Chief Letter

Recommended Action:	At the direction of Fire Chief Scott Collard, staff is recommending denial of this variance request
Alternatives/Options:	Recommend approval of the variance application or approval with conditions.
Budget/Financial Impact:	N/A
Public Comments:	No public comment was received for this request.
Enforcement Issues:	N/A

Page 3 of 3

Item 4.



CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

ALTERNATIVE STANDARD/SPECIAL EXCEPTION/VARIANCE/WAIVER APPLICATION

Case Number (staff use only): _	<u></u>		
	CONTACT INFO	ORMATION	
PROPERTY OWNER NAME Steve H			
STREET ADDRESS 317 Grace	Lane #240 		
CITYAustin	_{STATE} Texas	ZIP CODE 78746	
PHONE 512-644-6800	_EMAIL_steveharren@a	ol.com	
APPLICANT NAME Cristina Cordo			
COMPANY Civil & Environ	mental Consultants	s, Inc.	
STREET ADDRESS 3711 South	MoPac Expressway, E	Bldg 1, Suite 550	
_{CITY} Austin	_{STATE} Texas	ZIP CODE 78746	
PHONE 5124390400	email_ccordoba@cecir	nc.com	
APPLICATION TYPE			
☐ ALTERNATIVE STA	NDARD	■ VARIANCE	
☐ SPECIAL EXCEPTIO	DN	□ WAIVER	

Revised 2/5/2020 Page **1** of **4** 242

PROPERTY INFORMATION		
	PROPERTY INFORMATION	
PROJECT NAME	Florio Tract - Bunker Ranch Subdivision Extension	
PROPERTY ADDRESS	2004 Creek Rd, DRIPPING SPRINGS, TX 78620	
CURRENT LEGAL DESCRIPTION	18.250 Acre Tract of Land more particularly described in Exhibit A of Recorded Deed Document #20061246	
TAX ID#	R14993	
LOCATED IN	■ CITY LIMITS	
	□ EXTRATERRITORIAL JURISDICTION	
	☐ HISTORIC DISTRICT OVERLAY	

o Description of request & reference to section of the Code of Ordinances applicable to request:

This application requests a variance to the section of Fire Code D107.2 "Remoteness"

This application requests a variance to the section of Fire Code D107.2 "Remoteness". See variance request letter attached.

Description of the hardship or reasons the Alternative Standard/Special Exception/Variance
 / Waiver is being requested:

See variance request letter attached.

o Description of how the project exceeds Code requirements in order to mitigate or offset the effects of the proposed alternative standard/special exception/variance/waiver:

See variance request letter attached.

APPLICANT'S SIGNATURE

The undersigned, hereby further, that Brian Es		•	to act as my agent and representative with
respect to this Application			· ·
(As recorded in the Hays	_		
(As recorded in the rieys	County Property	y Deed Records, vol	
			-
N	ame		
-	4	-edt	
Ti	itle	3	
STATE OF TEXAS	s		
STATE OF TEXAS	§ E		
COUNTY OF HAVE	§ §		
COUNTY OF HAYS	_		• #
This instrument v	was acknowledge	ed before me on the $\cline{m{m{m{m{m{m{m{m{m{m{m{m{m{$	day of July
20121 by Kristi	Ryder	•	
	_	Wiste Right	
	No	otary Public, State of Te	exas
My Commission Explres:	8.14.8	2021	KRISTI RYDER
Steve	o. 4	ARRA	Notary Public, State of Texas Comm. Expires 08-14-2021 Notary ID 125383290
Name of Applicant			

All required items and information (including all applicable above listed exhibits and fees) must be received by the City fo				
an application and request to be considered complete. Incomplete submissions will not be accepted. By signing below, I				
acknowledge that I have read through and met the above requirements for a complete submittal:				
35	7/6/2021			
Applicant Signature	Date			

CHECKLIST			
STAFF	APPLICANT		
	✓	Completed Application Form - including all required signatures and notarized	
	✓	Application Fee (refer to Fee Schedule)	
		PDF/Digital Copies of all submitted documents	
	✓	When submitting digital files, a cover sheet must be included outlining what digital	
		contents are included.	
	✓	Billing Contact Form	
		Photographs	
	\checkmark	Map/Site Plan/Plat	
		Architectural Elevations (if applicable)	
	✓	Description and reason for request (attach extra sheets if necessary)	
	✓	Public Notice Sign - \$25	
	✓	Proof of Property Ownership-Tax Certificate or Deed	
	✓	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (required if marked "Yes (Required)" on above Lighting Ordinance Section of application) See Zoning Application	

July 6, 2021

Chad Gilpin, PE, City Engineer City of Dripping Springs 511 Mercer St Dripping Springs, Texas

Dear Mr. Gilpin:

Subject: Variance Request – Bunker Ranch Extensions Fire Access

CEC Project 304-065

Description of request & reference to section of the Code of Ordinances applicable to request:

The variance request is in regards to Fire Code Section D107.2 "Remoteness" which says the following:

"Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses." (D107.2)

As interpreted directly by code, the project does not meet the minimum separation distance required between two fire apparatus access roads due to hardships described below. The maximum overall diagonal dimension of the area to be served measures to be 7,083 LF. One-half of that length is 3,541 LF and this would be the minimum distance required between the two fire apparatus access roads provided for the Florio Tract. The distance between the two existing fire apparatus access points for Bunker Ranch Subdivision is 3,005 LF. Therefore, the access points are about 536 LF short of meeting the minimum distance required between the two fire apparatus roads.

However, if interpreted under exception D107.1.2 "The number of *dwelling units* on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the *fire code official*", the project may meet the letter of the code as future connectivity has been provided. At this time, future development cannot be assured, but the exception in the code exists and is additional support for this variance.

After discussions with the Hays County Fire Chief and Fire Marshall, we have confirmed that a variance approved by the City of Dripping Springs is the most prudent means to consider the existing access points of Bunker Ranch Subdivision as Fire Access roads for the proposed development at the Florio Tract.

Description of the hardship or reasons the Alternative Standard/Special Exception/Variance/Waiver is being requested:

Chad Gilpin – City Engineer CEC Project 304-065 Page 2 July 6, 2021

Due to an existing cliff east of Bunker Ranch Subdivision and an existing creek Southeast of Bunker Ranch subdivision, there is no other point through which the Florio Tract could get access to US 290 for Fire Emergency Access lane. These existing environmental features cause a land lock of Bunker Ranch Subdivision. See the **Exhibit** attached which shows the existing creek linework in blue and a light grey dashed lines hatch showing the approximate location of the steep cliff.

Description of how the project exceeds Code requirements in order to mitigate or offset the effects of the proposed alternative standard/special exception/variance/waiver:

The project exceeds Code requirements by providing more than two access points although the minimum required is just two access points. The additional access points are highlighted in green in the **Exhibit** provided. Though two access points are the code required minimum, this project contains 4 access points and additional connectivity as the area near it develops in time.

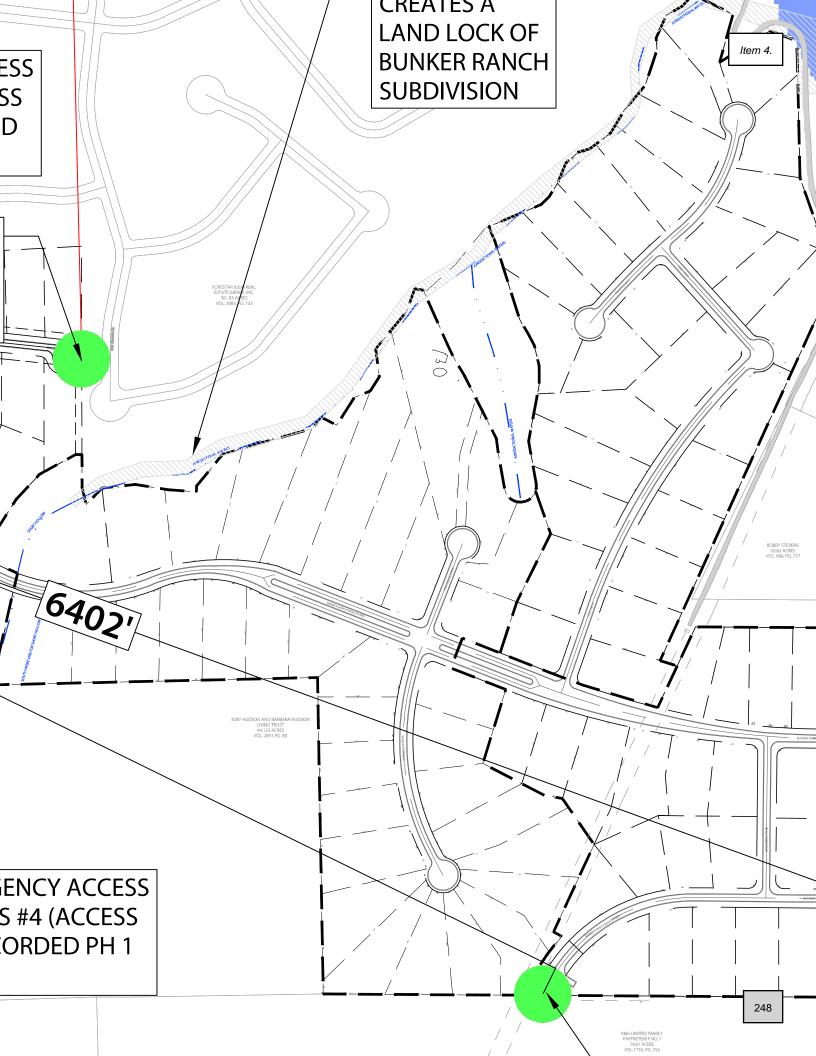
Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Brian Estes, PE Principal

Enclosures: Fire Exhibit

cc: Steve Harren



Project Number:	
Only filled out by staff	

Date, initials



BILLING CONTACT FORM		
Project Name: Florio Tract - Bunker Ranch	Subdivision Extention	
Project Address: 2100 Creek Rd, DRIPPIN	G SPRINGS, TX 78620	
Project Applicant Name: Cristina Cordoba		
Billing Contact Information		
Name: Cristina Cordoba		
Mailing Address: 3711 South Mopac	Expressway, Bldg 1, Suite 550	
Austin, Texas 78746		
Email: ccordoba@cecinc.com	Phone Number: (512)644-6800	
Type of Project/Application (check all that apply):		
☐ Alternative Standard	☐ Special Exception	
☐ Certificate of Appropriateness	☐ Street Closure Permit	
☐ Conditional Use Permit	☐ Subdivision	
☐ Development Agreement	☐ Waiver	
☐ Exterior Design	☐ Wastewater Service	
☐ Landscape Plan	☐ Variance	
☐ Lighting Plan	Zoning	
☐ Site Development Permit	Other Annexation and Zoning	

Applicants are required to pay all associated costs associated with a project's application for a permit, plan, certificate, special exception, waiver, variance, alternative standard, or agreement, regardless of City approval. Associated costs may include, but are not limited to, public notices and outside professional services provided to the City by engineers, attorneys, surveyors, inspectors, landscape consultants, lighting consultants, architects, historic preservation consultants, and others, as required. Associated costs will be billed at cost plus 20% to cover the City's additional administrative costs. Please see the online Master Fee Schedule for more details. By signing below, I am acknowledging that the above listed party is financially accountable for the payment and responsibility of these fees.

1/6/2020

Corridor Title GF# 2つ 4つ9レナ

Clerk's Note: At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon of photocopy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

SPECIAL WARRANTY DEED

STATE OF TEXAS § § KNOW ALL MEN BY THESE PRESENTS: COUNTY OF HAYS

THAT Bent Sky Investments, LLC, a Texas limited liability company ("Grantor"), for and in consideration of the sum of \$10.00 and other good and valuable consideration paid to Grantor by The Overlook at Bunker Ranch, LLC, a Texas limited liability company ("Grantee"), having an address at 317 Grace Lane, Suite 240, Austin, Texas 78746, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY unto Grantee, all of that certain real property situated in Hays County, Texas, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property");

SUBJECT, HOWEVER, to the matters set forth in Exhibit "B" attached hereto and made a part hereof (the "Permitted Exceptions"), and standby fees, taxes and assessments by any taxing authority for the years 2021 and thereafter, not yet due and payable. Further, the conveyance is subject to the restrictions and reservations described on Exhibit "C" attached hereto and made a part hereof (the "Restrictions").

GRANTOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE IN RESPECT OF THE PROPERTY, AND THE SAME IS SOLD IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS AND DEFECTS AND ATTRIBUTES KNOWN OR UNKNOWN TO GRANTOR, NONE OF WHICH ARE HEREBY WARRANTED BY ACCEPTANCE OF DELIVERY, GRANTEE AFFIRMS THAT BY GRANTOR. GRANTEE HAS NOT RELIED ON GRANTOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT GRANTOR MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT AND THE WARRANTY OF TITLE HEREIN DESCRIBED, AND GRANTOR HAS FULL POWER, RIGHT, AND AUTHORITY TO CONVEY TITLE THERETO.

TO HAVE AND TO HOLD the Property, subject to the aforesaid encumbrances, unto Grantee, Grantee's successors and assigns, forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all singular the Property, subject to the aforesaid encumbrances, unto Grantee, Grantee's 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.

Item 4.

EXECUTED as of	1Jec. 31	, 2020.

GRANTOR:

Bent Sky Investments, LLC A Texas limited liability company

By:_ Name: Kyle Florio

Title: Member

STATE OF TEXAS

§ § §

COUNTY OF HAYS

This instrument was acknowledged before me on ____ _, 2020 by Kyle Florio, Member of Bent Sky Investments, LLC, a Texas limited liability company, on behalf of said limited liability company.

VICTORIA L. HEAFNER My Notary ID # 11916965 Expires April 30, 2021

Notary Public, State of Texas

EXHIBIT "A"

18.250 ACRES BUNKER RANCH DRIPPING SPRINGS, TX

PROJECT NO.: 181-500 DECEMBER 23, 2020

LEGAL DESCRIPTION

BEING AN 18.250 ACRE TRACT OF LAND (INCLUDING A 60 SQUARE FOOT AREA IN CONFLICT) OUT OF THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, SITUATED IN HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 34.26 ACRE TRACT CONVEYED TO CHARLES B. FLORIO AND KYLE FLORIO BY DEED OF RECORD IN VOLUME 5262, PAGE 573, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 18.250. ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a ½ inch iron rod found in the south line of a called 5.01 acre tract conveyed to Bobby Glenn Stevens and Dorrae Tubb Stevens by deed of record in Document No. 15011837, O.P.R.H.C.T. at the northerly common corner of said 34.26 acre tract and of a called 34.27 acre tract conveyed to Barbara Jean Johnson by deed of record in Volume 1055, Page 894, O.P.R.H.C.T.;

THENCE, along the common line of said 34.26 acre tract and of said 5.01 acre tract, S86°47'54"W, a distance of 543.83 feet to a ½ inch iron rod found at the southerly common corner of said 5.01 acre tract and of the remainder of a called 111.67 acre tract conveyed to Bunker Ranch, LLC by deed of record in Document No. 16020931, O.P.R.H.C.T.;

THENCE, along the common line of said 34.26 acre tract and said remainder of 111.67 acre tract, S86°01'29"W, a distance of 73.64 feet to a ½ inch iron rod with "CEC" cap set for the POINT OF BEGINNING, hereof;

THENCE, over and across said 34.26 acre tract, the following three (3) courses and distances:

- 1. S00°13'03"W, a distance of 308.03 feet to a set 1/2 inch iron rod with "CEC" cap;
- 2. S12°51'27"E, a distance of 164.56 feet to a set 1/2 inch iron rod with "CEC" cap;
- S07°29'25"E, a distance of 266.18 feet to a ½ inch iron rod with "CEC" cap set in the common line of said 34.26 acre tract and of a called 74.00 acre tract conveyed to Robert A. Garland, Jr. and Amy L. Garland by deed of record in Document No. 14020704, O.P.R.H.C.T.;

THENCE, along the common line of said 34.26 acre tract and of said 74.00 acre tract, S89°02'53"W, a distance of 1,141.56 feet to a 5/8 inch iron rod with "Staudt Surveying" cap found in the east line of a called 603.70 acre tract conveyed to Anna Marie Widen Speir, et al, by deed of record in Document 00025671, O.P.R.H.C.T., at the westerly common corner of said 34.26 acre tract and of said 74.00 acre tract;

THENCE, along the common line of said 34.26 acre tract and of said 603.70 acre tract, N01°06′51″W, passing at 713.92 feet, an 8″ cedar fence post found in the common line of said 603.70 acre tract and of a called 79.61 acre tract conveyed to P & H Family Limited Partnership No. 1 by deed of record in Document No. 00025538, O.P.R.H.C.T., from said fence post, a found ½ inch iron rod bears N86°15′32″E, a distance of 5.94 feet, and continuing an additional 11.21 feet (bounding area in conflict) for a total distance of 725.12 feet to a set ½ inch iron rod with "CEC" cap;

18.250 ACRES **BUNKER RANCH** DRIPPING SPRINGS, TX

PROJECT NO.: 181-500 **DECEMBER 23, 2020**

THENCE, S89°22'34'E, passing at a distance of 5.01 feet (bounding area of conflict), a 1/2 inch iron rod found for the southwesterly corner of said remainder of 111.67 acre tract, continuing along the common line of said 34.26 acre tract and said remainder of 111.67 acre tract for a total distance of 242.11 feet to a found 1/2 inch iron rod;

THENCE, continuing with the common line of said 34.26 acre tract and said remainder of 111.67 acre tract, the following four (4) courses and distances:

- 1. N89°12'53"B, a distance of 336.81 feet to a found 1/2 inch iron rod;
- 2. N87°39'49"E, a distance of 260.74 feet to a found 1/2 inch iron rod;
- 3. N87°07'43"E, a distance of 173.46 feet to a found 1/2 inch iron rod;
- 4. N86°01'29"E, a distance of 72.88 feet to the POINT OF BEGINNING, and containing 18.250 acres (794,923 square feet, including 60 square feet in conflict) of land, more or less.

THE BASIS OF BEARING OF THIS SURVEY IS TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NSRS 2011(2012A), UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.

FRANK WILLIAM FUNK

Witness my hand and seal this 23rd day of December, 2020.

Frank William Funk, R.P.L.S. 6803

Civil & Environmental Consultants, Inc. 3711 S. MoPac Expressway, Building 1, Suite 550

Austin, TX 78746

Texas Registered Surveying Firm No. 10194419

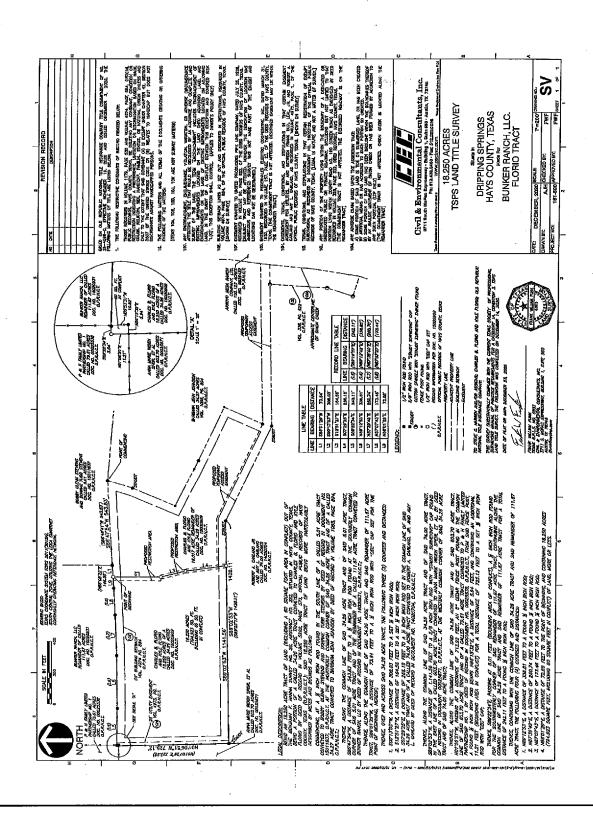


EXHIBIT "B" PERMITTED EXCEPTIONS

- 1. Restrictions, covenants and conditions described in instruments recorded in Volume 1179, Page 530 and Volume 4974, Page 884, Official Public Records, Hays County, Texas.
- 2. Building setback lines as set out and described in restrictions, recorded in Volume 4974, Page 884, of the Official Public Records of Hays County, Texas.
- 3. Easements, terms, conditions, and stipulations in that certain Easement Agreement for Utilities, by and between Frank Paul Leal, Jr. and Robert A. Garland and Amy L. Garland, as recorded in Volume 4975, Page 1, of the Official Public Records of Hays County, Texas.
- 4. Terms, conditions, and stipulations in that certain Registration of Exempt Subdivision, as recorded in Document No. 16023129, of the Official Public Records of Hays County, Texas.
- 5. Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, conveyed by E. A. Foster, to H. J. McMullen, under deed dated April 19, 1928, and recorded in Volume 95, Page 472, of the Deed Records of Hays, County, Texas.

Item 4.

EXHIBIT "C" Restrictions

1. There shall be a variable width setback buffer from the common boundary line between the Property and Seller's remaining property within that area comprising approximately 0.425 acres of land out of the Benjamin F. Hanna Survey No. 28, Abstract No. 222, in Hays County, Texas; being more particularly described on Exhibit "C-1" attached hereto and incorporated herein (the "Restriction Area"), which Restriction Area will remain a natural vegetative buffer. The existing vegetation and trees shall not be removed or destroyed from the restriction Area, but there may be permitted trimming in order to install a game fence within the restriction Area.

EXHIBIT C-1

0.425 ACRE BUNKER RANCH DRIPPING SPRINGS, TX

PROJECT NO.: 181-500 DECEMBER 23, 2020

RESTRICTION AREA LEGAL DESCRIPTION

BEING A 0.425 ACRE TRACT OF LAND OUT OF THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, SITUATED IN HAYS COUNTY, TEXAS, BEING A PORTION OF A 18.250 ACRE PORTION OF A CALLED 34.26 ACRE TRACT AND ALSO A PORTION OF THE REMAINDER OF A CALLED 34.26 ACRE TRACT CONVEYED TO CHARLES B. FLORIO AND KYLE FLORIO BY DEED OF RECORD IN VOLUME 5262, PAGE 573, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 0.425 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a ½ inch iron rod with "CBC cap set in the common line of said 34.26 acre tract and of the remainder of a called 111.67 acre tract conveyed to Bunker Ranch, LLC by deed of record in Document No. 16020931, O.P.R.H.C.T., at the northerly common corner of said 18.250 acre tract and of said remaining portion of 34.26 acre tract, from which point a ½ inch iron rod found at the southerly common corner of said remainder of 111.67 acre tract and of a called 5.01 acre tract of land conveyed to Bobby Glenn Stevens and Dorrae Tubb Stevens by deed of record in Document No. 15011837, O.P.R.H.C.T., bears N86°01'29"E, a distance of 73.64 feet;

THENCE, along the common line of said 18.250 acre tract and of said remainder of 34.26 acre tract, S00°13'03"W, a distance of 308.03 feet to a set ½ inch iron rod with "CEC" cap;

THENCE, over and across said remainder of 34.26 acre tract, the following three (3) courses and distances:

- 1. N77°08'33"E, a distance of 12.50 feet to a calculated point;
- 2. \$12°51'27"E, a distance of 165.15 feet to a calculated point;
- S07°29'25"E, a distance of 268.20 feet to a calculated point on the common line of said remainder
 of 34.26 acre tract and of a called 74.00 acre tract conveyed to Robert A Garland, Jr. and Amy L.
 Garland by deed of record in Volume 4974, Page 869, O.P.R.H.C.T.;

THENCE, along the common line of said 74.00 acre tract and partially of said remainder of 34.26 acre tract and partially of said 18.250 acre tract, S89°02'53W, passing at a distance of 12.58 feet, a ½ inch iron rod with "CEC" cap set at the southerly common corner of said 18.250 acre tract and of said remainder of 34.26 acre tract, continuing for a total distance of 25.16 feet to a calculated point;

THENCE, over and across said 18.250 acre tract, the following four (4) courses and distances;

- 1. N07°29'25"W, a distance of 264.16 feet to a calculated point;
- 2. N12°51'27"W, a distance of 166.83 feet to a calculated point;
- 3. N89°33'14"W, a distance of 12.18 feet to a calculated point;

0.425 ACRE BUNKER RANCH DRIPPING SPRINGS, TX

PROJECT NO.: 181-500 DECEMBER 23, 2020

 N00°13'03"E, a distance of 306.20 feet to a calculated point on the common line of said 18.250 acre tract and of said remainder of 111.67 acre tract;

THENCE, along the common line of said 18.250 acre tract and of said remainder of 111.67 acre tract, N86°01'29"E, a distance of 25.07 feet to the POINT OF BEGINNING, and containing 0.425 acre (18,524 square feet) of land, more or less.

THE BASIS OF BEARING OF THIS SURVEY IS TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NSRS 2011(2012A), UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.

FRANK WILLIAM FUNK

6803

Witness my hand and seal this 23rd day of December, 2020.

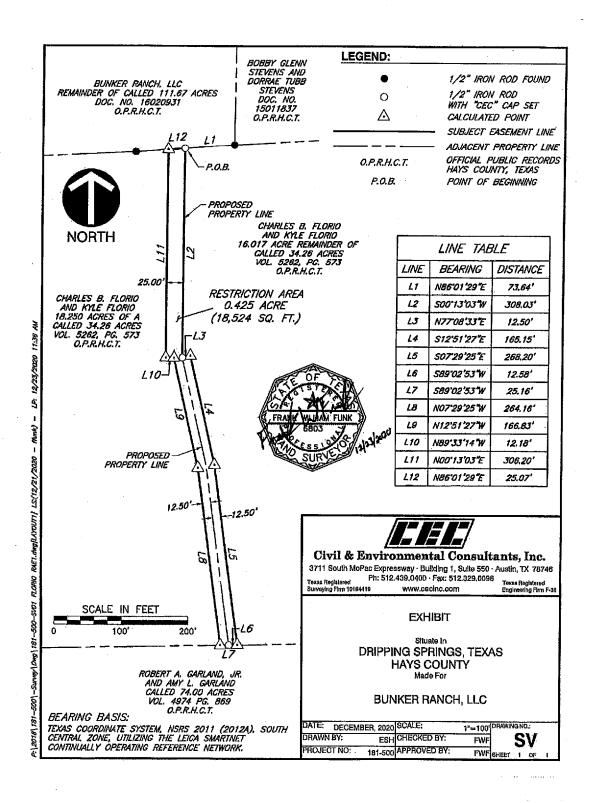
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3711 S. MoPac Expressway, Building 1, Suite 550

Austin, TX 78746

Texas Registered Surveying Firm No. 10194419



Item 4.

THE STATE OF TEXAS COUNTY OF HAYS

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

20061246 DEED 12/31/2020 02:18:31 PM Total Fees: \$62.00

Elaine H. Cárdenas, MBA, PhD,County Clerk Hays County, Texas

Elein & Cardenas

NORTH HAYS COUNTY FIRE RESCUE

400 Sportsplex
Dripping Springs, TX 78620
512-894-0704 Office - 512-894-0705 Fax
www.northhaysfire.com



August 17, 2021

Ms. Laura Mueller City Attorney City of Dripping Springs 511 West Mercer Dripping Springs TX 78620

Re: Variance Request – Bunker Ranch Extensions Fire Access - CEC Project 304-065

Dear Ms. Mueller,

As you are aware, the City of Dripping Springs adopted and enforces the 2018 International Fire Code with local amendments. Under this adopted code, the proposed addition of the Florio Tract to the Bunker Ranch Subdivision does not meet the "Remoteness" requirements for fire apparatus access roads. As indicated in the variance request, the proposal currently falls 536 LF short of this standard. The reference to Section D107.2 of the code is an accurate representation of the language as written.

There is also commentary provided in Appendix D of the code which is intended to explain the reasoning for this requirement. It reads as follows: "The concept is similar to the one dealing with the remoteness of exits in Section 1007.1.1. "One of the primary reasons for multiple access roads is to ensure that if one access road is blocked or otherwise unavailable, another will allow access to the fire department. Therefore, when more than one access road is required, they need to be separated by enough distance to avoid a situation where both would be blocked or unavailable simply because they are too close to one another."

The code also provides for an exception to this rule under D107.1.2 "The number of dwelling units on a single fire apparatus access road shall not be increased unless the fire apparatus access roads will connect with future development, as determined by the fire code official. The code specifically utilizes the word "will" and the variance letter indicates that future development "cannot be assured." Therefore, this exception does not apply to the situation described in the variance request.

The variance request letter also indicates the existence of additional access points within the current subdivision. These additional access points do exist but do not meet the "remoteness" requirements as set forth in Section D107.2 if the Florio tract is added to the subdivision.

In summary, fire apparatus access for the proposed addition of the Florio Tract to the Bunker Ranch Subdivision does not meet the minimum "remoteness" requirements of your established code and the variance request does not propose a valid alternative solution to address the situation that exists today.

Please let me know if I can be of further assistance.

Sincerely,

Scott Collard Fire Chief

/msc

ADMINISTRATIVE APPROVAL PROJECTS							
Site Development Project Name	City Limits / ETJ	Location	Description	Status			
SD2019-0006_Dog N Bone	CL	310 Old Fitzhugh Rd	Food Trailor and Site improvements	Waiting on resubmittal			
SD2019-0017 Storserv	ETJ	E Hwy 290	Self Storage facility	Approved w conditions			
SD2019-0024 Jasons Deli	CL	165 Hargraves Dr	Restaurant	Waiting on resubmittal			
SD2019-0025 Merrit Hill Country Amendment	CL	28725 RR 12	minor amendment	Waiting on resubmittal			
SD2019-0036 Hart Lane Homes	ETJ	120 Hart Lane	3 SF homes	Waiting on resubmittal			
SD2020-0006 Ghost Hill Ranch Phase 2	ETJ	31430 Ranch Road 12, Dripping Springs, Texas	Two Commercial Buildings	Approved with Conditions			
SD2020-0016 100 N Canyonwood Dr	etj	100 N Canyonwood Dr	2 office buildings	Waiting on resubmittal			
SD2020-0024 421 Sportsplex Correction	cl	421 Sportsplex	adding retaining wall	Waiting on resubmittal			
SD2020-0027 Velocity Credit Union	limited purpose district	Lot 1 Block E of Bush Ranch Phase 1 Revised Subdivision	Construction of an assisted living building, parking areas, water service line, on-site sewage facility, and storm water detention pond.	Waiting on resubmittal			
SD2020-0029 Headwaters Phase II	CL	Kibo Ridge and Hwy 290	this project includes the construction of four 3-story apartment buildings, associated parking and drives, and utilities	Approved w/ Conditions			
SD2020-0030 Howard Ranch Commercial	CI	FM 150 and RR12	one 5. 110-sf general store/fueling station, two 10,400-sf retail stores, two 6.800-sf retail stores. One 17.600-sf retail store, and a 10,350-sf live/work building to be located on 7.391 acres	Approved			
SD2020-0031 ATX Drainage and Landscaping	ETJ	13400 Nutty Brown Road	construction of a landscape yard, associated 6.055 sqft office/warehouse and parking	Waiting on resubmittal			
SD2020-0032 Big Sky Ranch Amenity Center	CL	Lone Peak Way	amenity center for Big Sky Ranch within Phase 2	Waiting on resubmittal			
SD2020-0036 Arrowhead Ranch Amenity Center Revision	CI	Arrowhead Ranch Blvd	Proposed Site Development for future arrowhead ranch amenity Center	Approved w/ conditions			
SD2020-0040 Forbes Tract Revision	ETJ	14300 FM 1826	proposed revision would include switching from a bar ditch conveyance system to an underground drainage system	Approved w conditions			
SD2020-0042 31300 RR 12 Vet Clinic	ETJ	31300 RR 12	permitting an existing gravel parking lot	Waiting on resubmittal			
SD2020-0045 12 South	CL	4500 RR 12	8,000 Sq ft warehouse w associated parking and drainage	Waiting on resubmittal			
SD2020-0047 Dripping Springs RV Resort	ETJ	3601 W US 290, Dripping Springs,	335 RV lots with associated roadway and drainage. All	Waiting on resubmittal			
SD2020-0048 Patriots Hall of Dripping Springs	ETJ	3400 E US 290	New VFW Builiding with parking infrastructure and water quality	Approved w/ Conditions			
SD2021-0001 Belterra Active Adult	ETJ	TBD	Multifamily development with associated parkig and utility improvements	Approved w/ Conditions			
SD2021-0002 Driftwood Greeter House	ETJ	214 Thurman Roberts Way	2,100 sq-ft guard house adjacent to entrance gate into Driftwood Subdivision, small driveway connecting the northbound and southbound sides of Thurman Roberts Way, and 3 parking spaces.	Under Review			
SD2021-0004 AAA Self-Storage Expansion	CL	2300 Hwy 290	Addition of 2 self-storage buildings, 50,000sqft and 20,400 sqft and connecting pavement	Under Review			
SD2021-0005 Dripping Springs WWTP Expansion	CL	23127 FM 150 W	Expansion of the Wastewater treatment plant	Under Review			
SD2021-0008 AHC Development (aka PDD 11)	CL	27110 RR 12	Construction of a new Multi-Familty complex and its necessary infrastructure and a public extension of S Rob Shelton Blvd	Waiting on resubmittal			
SD2021-0011 Blue Ridge Business Park	CL	26228 RR 12	6 small office buildings with associated parking and utilities	Waiting on resubmittal			
SD2021-0012 Pet Paradise	ETJ	13526 W Hwy 290	parking, and utilities. The site will drain via a storm sewer network to an existing shared water quality	Waiting on resubmittal			
SD2021-0013 Dreamland	ETJ			Resubmitted			
SD2021-0014 Cottages East at Bunker Ranch	CL			Waiting on resubmittal			
SD2021-0007 Driftwood Club Core Tranche 1	ETJ	Driftwood Club Core	7 commerical cabin buildings along an existing culdesac within the Driftwood Club Core subdivision	Withdrawn			
SD2021-0019 Arrowhead Parkland	CL	Arrowhead Ranch Blvd	Parkland and trails for arrowhead	Under Review			
SD2021-0017 Hays County WCID No. 2 Trail Extension Project	ETJ	Belterra		Under Review			
SD2021-0018 P. Terry's Burger Stand	ETJ	12680 W. US 290 Suite 200	Construction of 1,100 sq. ft dual lane drive through	Under Review			
			Access easements for future developments such as P.				
SD2021-0020 Ledgestone Commercial Access Drive	ETJ	Ledgestone	Terry's, Panda Express, Popeyes	Under Review			

Subdivision Project Name	City Limits /	Location	Description	Status
Driftwood Phase 3	ETJ	17901 RM 1826	1 lot subdivision	Waiting on the County
SUB2018-0038_Caliterra Ph 4 Sec 11_FP	ETJ	RR12 & FM 150	Subdivision of 108 Residential lots	Turned in Plat amendment adding additional ROW, Comments have been issued.
SUB2018-0061 Headwaters at Barton Creek_AP	ETJ	2401 E Hwy 290	Edits to metes and bounds error	Waiting on resubmittal/ everyone approved as of 6/25/2019
SUB2019-0017 Parten Ranch Amenity Center MP	ETJ	NW Corner of Two Creeks Lane and Parten Ranch Pkwy	1 Lot for amenity center	Waiting on the County
SUB2019-0041 Headwaters Ph. 4 Sec. 6 CP	ETJ	Intersection of Headwaters Blvd and Hazy Hills Loop	4 Lot subdivision	Waiting on the County
SUB2019-0044 Caliterra Ph/2 Sec 7 Block F Lot 9 AP	ETJ	Peakside Circle	amended plat	waiting on resubmittal
SUB2018-0055 Quik Trip #4133 Addition Minor Plat	CL	16460 Sawyer Ranch Rd	remaining portion of tract A of the Sawyer Springs Subdivision P.R.	waiting on resubmittal
SUB2020-0020 Polo Business Park East MP	etj	13550 US 290	1 lot subdivision to create a legal lot	Approved with conditions
SUB2020-0048 611 Butler Ranch Road MP	ETJ	611 Butler Ranch Road	Subdividing 13.03 acres into 2 lots.	Approved with conditions
SUB2021-0002 Roger Hanks Parkway Extension	CL	Roger Hanks Parkway	3120 LF of Collector Roadway. The infrastructure includes all associated streets, grading, and water quality improvements.	Waiting on Resubmittal
SUB2021-0004 Driftwood phase 3 Minor revision	ETJ	Thurman Roberts Way	Adjusting Road and removing lots	Approval with conditions
SUB2021-0007 Headwaters phase 3-5 PP Minor revision	ETJ		Adjusting lots	Approved with conditions
SUB2021-0009 Glass Business Park CP	CL	2650 W Hwy 290	Construction Plans for Glass Business Park	Under Review
SUB2021-0016 Driftwood Club Core Phase 3 SP and CP	ETJ	Thurman Roberts Way	Project will be developed in a condominium regime with 9 detached residential unites and a parking lot. The site will be accessed via driveway that ties to a driveway that is a part of Driftwood Club Core Phase 2 that ties to Thurman Roberts Way,	Waiting on Resubmittal
SUB2021-0023 Bunker Ranch 3-4 Preliminary Plat Minor Revision	CL	2751 US 290	A revision to the approved Buunker Ranch Phase 3 and 4 Preliminary Plat to create a ROW reserve for the future connection of the Florio Tract and adjust affect lots.	Approved
SUB2021-0024 Crooked Oaks Amending Plat	ETJ	823 Post Oak Drive	Adjusting lot lines	Denied
SUB2021-0025 102 Rose Drive Minor Plat	CL	102 Rose Drive	1 lot subdivision to create a legal lot	Waiting on Resubmittal
SUB2021-0026 Bunker Ranch Phase 2-4 Construction Plans Minor Revision	CL	2751 US 290	A revision to the approved Buunker Ranch Phase 3 and 4 Construction Plans to follow the corresponding Preliminary Plat Minor Revision	Approved
SUB2021-0027 Parten Ranch Phase 4 Construction Plans	ETJ	600 Two Creek Lane	Phase 4 consists of 73.84 acres with 87 single family lots, 1 utility lot, 4 drainage/open space lots and right of way.	Approved
SUB2021-0029 Driftwood Creek Ph 2 Prelim Plat	ETJ	Thurman Roberts Way	23 lots on 19.30 acres for the Driftwood Ph 2 Prelim Plat	Waiting on Resubmittal
SUB2021-0030 Bunker Ranch Ph 4 Final Plat	CL	2751 US 290	Subdivision of phase 4 of Bunker Ranch, 28 lots on 38.94 acres	Approved
SUB2021-0032 Daisy Acres Minor Plat	ETJ	100 Daisy Lane	Establish a lot	Under Review
SUB2021-0033 Arrowhead Ranch C-Store Minor Plat	CL		establish 2 commerical lots	Denied
SUB2020-0028 CRTX Prelim Plat	CL	27110 RR 12	Establish a lot	Waiting on Resubmittal
SUB2020-0029 CRTX Final Plat	CL	27110 RR 12	Establish a lot	Waiting on Resubmittal
SUB2021-0034 Caliterra Ph 4 Sec 12 Construction Plans	ETJ	Premier Park Loop amd Misty Meadows	42 singlfamily lots on 65.17 acres with associated infrastructure 165 lot (162 residential lots, 2 drainage lots, and 1	Waiting on Resubmittal
SUB2021-0035 Heritage Phase 2 Construction Plans	CL	Sportsplex Drive (Heritage Development)	parkland lot), 33.96 acre Phase of the Heritage Subdivision	Under Review
SUB2021-0036 Springlake Lot 76A-1 Replat	CL	501 Springlake Dr	replating to 2 lots	Approved with conditions
SUB2021-0037 Headwaters at Barton Creek Ph 5 Sec 1&2 Construction Plans Minor Revision	ETJ	Headwaters Blvd	Construction plan revision to Phase 5 Section 1 and 2	Approved
SUB2021-0038 Big Sky Ranch Phase 3 Construction Plans	CL	Lone Peak Way	Construction Plans for Phase 3 of Big Sky Ranch	Waiting on Resubmittal
SUB2021-0039 Big Sky Ranch Phase 4 Construction Plans	CL	Lone Peak Way	Construction Plans for Phase 4 of Big Sky Ranch	Waiting on Resubmittal
SUB2021-0045 Driftwood Phase 1 Section 3 Construction Plans	ETJ	Thurman Roberts Way	Proposing 20 single family lots, 4 open space lots and 2 private street lots on 42.17 acres	Under Review
SUB2021-0012 Caliterra Ph 4 Sec 12 FP	ETJ	Premier Park Loop	'	Under Review
SUB2021-0046 Driftwood GRC Ph 3 Final Plat	ETJ	Driftwood Ranch Drive	34 lots on 56.3328 acres with average lot size as 1.6568 acres	Under Review
SUB2021-0047 Driftwood GRC Ph 3 Construction Plans	ETJ	Driftwood Ranch Drive	Proposing 30 single family lots, 1 open space lot and 3 private street lots on 56.3328 acres	Under Review
SUB2021-0048 Driftwood Ph 1 Section 4 Final Plat	ETJ	Thurman Roberts Way	A one lot plat for 4.7233 acre land	Under Review
SUB2021-0049 Grand Prairie Lot 1 Replat	CL	27950 RR 12	A replat of one lot of 1.698 acre	Under Review