



# CITY COUNCIL REGULAR MEETING

## City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX  
Tuesday, November 16, 2021 at 6:00 PM

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## AGENDA

### CALL TO ORDER AND ROLL CALL

#### City Council Members

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

#### Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer  
Deputy City Administrator Ginger Faught  
City Attorney Laura Mueller  
City Secretary Andrea Cunningham  
Building Official / Utilities Coordinator Sarah Cole  
Planning Director Howard Koontz  
Senior Planner Tory Carpenter  
Communications & Marketing Director Lisa Sullivan  
Planning & Zoning Commission Chair Mim James

### PLEDGE OF ALLEGIANCE

### PRESENTATION OF CITIZENS

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



## PROCLAMATIONS & PRESENTATIONS

### 1. Presentation of Be A Star Awards

#### CONSENT AGENDA

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

2. Approval of the November 2, 2021, City Council Regular Meeting Minutes.
3. Approval of a Resolution Related to the Enforcement of the Fire Code in Certain Subdivisions including Anarene Investments Tract/Double L Development by the City of Dripping Springs. *Sponsor: Bill Foulds, Jr., Mayor.*
4. Approval of the October 2021 City Treasurer's Report.

#### BUSINESS AGENDA

5. Discuss and consider approval of a Resolution of the City of Dripping Springs authorizing the expenditure of American Rescue Plan Coronavirus Local Fiscal Recovery Funds for the Dr. Pound Farmstead. *Applicant: Dr. Pound Farmstead*
6. Discuss and consider approval of an Annexation Petition and direction to staff to negotiate an Annexation Agreement with owners to annex approximately 17.307 acres in the extraterritorial jurisdiction, situated in the Philip A. Smith Survey Abstract No. 415 located on Founders Road Dripping Springs, Texas 78620 (Tax ID: 85794). *Applicant: Brian Estes, P.E.*
  - a. Presentation
  - b. Staff Report
  - c. Annexation Petition
7. Public Hearing and First Reading of an Ordinance of the City of Dripping Springs, Texas ("City") enacting a Temporary Moratorium on the Acceptance, Authorization, and Approvals necessary for the Subdivision, Site Planning, Development, or Construction in the City Limits and Extraterritorial Jurisdiction, providing for Findings of Fact, Definitions, Applicability, Purpose, Enactment, Duration, Extension, Exceptions, and Exemptions, Determination and Appeals, Repealer, Severability, Enforcement, Effective Date, and Proper Notice and Meeting. *Sponsor: Mayor Foulds, Jr.*
  - a. Staff Report
  - b. Planning and Zoning Report

- c. Public Hearing
- d. Discussion - Moratorium Ordinance

## REPORTS

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

- 8. Maintenance Director's Monthly Report**  
*Craig Rice, Maintenance Director*
  
- 9. Economic Development Committee Report**  
*Kim Fernea, EDC Chair*

## EXECUTIVE SESSION AGENDA

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

- 10. Consultation with City Attorney on opioid settlement.** *Consultation with City Attorney, 551.071*
  
- 11. Consultation with City Attorney regarding legal issues related to ongoing developments including Rob Shelton Improvements and Texas Department of Transportation and other sources of funding related to improvements and the provision of wastewater to PDD No. 11; and, legal issues related to Bunker Ranch annexation and zoning.** *Consultation with City Attorney, 551.071*
  
- 12. Consultation with City Attorney and Deliberation of Real Property regarding the extension of Roger Hanks Parkway including related agreements.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
  
- 13. Consultation with City Attorney regarding legal issues related to the provision of retail utility services.** *Consultation with City Attorney, 551.071*
  
- 14. Consultation with City Attorney related to planning matters, wastewater capacity, comprehensive plan, and processes related to approvals.** *Consultation with City Attorney, 551.071*

## UPCOMING MEETINGS

### City Council & Board of Adjustment Meetings

- November 22, 2021, at 6:00 p.m. (CC Special Meeting)
- December 7, 2021, at 6:00 p.m. (CC & BOA)
- December 21, 2021, at 6:00 p.m. (CC)
- January 4, 2022, at 6:00 p.m. (CC & BOA)
- January 18, 2022, at 6:00 p.m. (CC)

**Board, Commission & Committee Meetings**

- November 18, 2021, Farmers Market Committee at 10:00 a.m.
- November 18, 2021, Emergency Management Commission at 12:00 p.m.
- November 23, 2021, Planning & Zoning Commission at 6:30 p.m.
- December 1, 2021, Dripping Springs Ranch Park Board at 12:00 p.m.
- December 2, 2021, Historic Preservation Commission at 4:00 p.m.
- December 6, 2021, Parks & Recreation Commission at 6:00 p.m.
- December 8, 2021, Utility Commission at 4:00 p.m.

**ADJOURN**

**TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING**

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

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com), on **November 12, 2021, at 2:45 p.m.***

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City Secretary

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



## FOR IMMEDIATE RELEASE

Contact: Lisa Sullivan  
 Communications Director  
 City of Dripping Springs  
 512-858-4725

## Local Businesses Win “BE A STAR” Awards

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**DRIPPING SPRINGS, TEXAS** – November 16, 2021. At last night’s City Council Meeting, the City of Dripping Springs recognized nine stellar businesses who received the **BE A STAR AWARD** from the Texas Chapter of the International Dark-Sky Association. The award recognizes landowners who contribute to conservation efforts by protecting the night sky. Their properties were identified by the City as those that comply with the award criteria and are great examples of compliance with the City of Dripping Springs Lighting Ordinance.

The winners of the **BE A STAR AWARD** are:

- Austin Regional Clinic
- Arrowhead Ranch Amenity Center
- Flying Fish Academy
- Jiffy Lube
- Ledgestone Commercial Shell Building
- Merritt Hill Country Senior Village Apartments
- St. Dymphna Center at St. Martin de Porres Catholic Church
- Texas Regional Bank
- Walnut Springs Elementary School

The **BE A STAR** Program rewards landowners who contribute to conservation efforts by protecting the night sky. The program encourages landowners to evaluate their outdoor lighting and use lighting that eliminates glare, light trespass, and other forms of light pollution while at the same time helping them see better on their property.

Dripping Springs was the first city in Texas to be designated as an International Dark Sky Community in 2014, and the sixth one in the world. Since then, the City and its residents and business partners have

diligently maintained that unique distinction. Whether you are a company, organization, or individual homeowner, you can help eliminate light pollution and help protect our night skies by following these **Five Principles for Responsible Outdoor Lighting** agreed upon by the Illuminating Engineering Society and International Dark-Sky Association (IDA):

- Every light should have a clear purpose
- Light should be directed only where it is needed
- Light should be no brighter than necessary
- Light should be turned on only during the time it is needed
- Use warmer color lights rated under 3000 Kelvin where possible

In addition, to keep interior lighting from contributing to skyglow and bird navigation issues:

- Draw blinds or curtains to reduce light spill into the out of doors
- Turn off interior lighting when people are not there, especially on higher stories
- Businesses can substitute task and targeted area lighting for workers during hours of darkness
- Reduce atrium lighting whenever possible

The **BE A STAR AWARDS** program is run by the Texas Night Sky Festival® Association (TNSF Association) in support of the International Dark-Sky Association Texas Section (IDA Texas). The nine Dripping Springs businesses who were celebrated with the **BE A STAR AWARD** each received a 12" x 9" sign to display on their property that shows their lighting considers nature, their neighbors, and their shared view of the night sky. They are also featured on the City's website, with beautiful photography taken by the Photographers of Dripping Springs. The photo gallery of the recipients can be seen on the Night Sky section, [cityofdrippingsprings.com/nightsky](http://cityofdrippingsprings.com/nightsky).

For questions for more information, please the Communications department at [communications@cityofdrippingsprings.com](mailto:communications@cityofdrippingsprings.com) or call the City at 512-858-4725.



# Be A Star Award Winners



The **BE A STAR AWARDS** program is run by the Texas Night Sky Festival® Association in support of the International Dark-Sky Association Texas Section.



The **BE A STAR AWARD** recognizes landowners who contribute to conservation efforts by protecting the night sky. Their properties were nominated by the City because they comply with the award criteria and are great examples of compliance with the City of Dripping Springs Lighting Ordinance.

The **BE A STAR** Program rewards landowners who contribute to conservation efforts by protecting the night sky. The program encourages landowners to evaluate their outdoor lighting and use lighting that eliminates glare, light trespass, and other forms of light pollution while at the same time helping them see better on their property.



The nine Dripping Springs businesses/organizations are each receiving a 12" x 9" sign to display on their property that shows their lighting considers nature, their neighbors, and their shared view of the night sky.



Home >> Night Sky



### Be A Star Award Winning Properties



Jiffy Lube - Photo By Patty Robertson



They are also featured on the City's website, with beautiful photography taken by the Photographers of Dripping Springs. The photo gallery of the recipients can be seen on the Night Sky section, [cityofdrippingsprings.com/nightsky](http://cityofdrippingsprings.com/nightsky).

Here are the wonderful businesses who won the Be A Star Awards. The photos are courtesy of Photographers of Dripping Springs



✦ ✦ ✦  
*Arrowhead  
Ranch  
Amenity  
Center*







*Austin  
Regional  
Clinic*



✦ ✦ ✦  
*Flying  
Fish Swim  
Academy*





  
*Jiffy  
Lube*





✦ ✦ ✦  
*Ledgestone  
Commercial  
Shell  
Building*





◆◆◆  
*Merritt Hill  
Country  
Senior  
Village  
Apartments*





*St. Dymphna  
Center at St.  
Martin de  
Porres  
Catholic  
Church*





  
*Texas  
Regional  
Bank*





*Walnut  
Springs  
Elementary*







# CITY COUNCIL REGULAR MEETING

## City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX  
Tuesday, November 02, 2021 at 6:00 PM

## MINUTES

### CALL TO ORDER AND ROLL CALL

With a quorum of the City Council present, Mayor Foulds, Jr. called the meeting to order at 6:04 p.m.

**City Council Members present were:**

Mayor Bill Foulds, Jr.  
Mayor Pro Tem Taline Manassian  
Council Member Place 3 Geoffrey Tahuahua  
Council Member Place 4 April Harris Allison  
Council Member Place 5 Sherrie Parks

**Council Member absent was:**

Council Member Place 2 Wade King

**Staff, Consultants & Appointed/Elected Officials present were:**

Deputy City Administrator Ginger Faught  
City Attorney Laura Mueller  
City Treasurer Shawn Cox  
City Secretary Andrea Cunningham  
Public Works Director Aaron Reed  
Dripping Springs Ranch Park Manager Emily Nelson  
Planning Director Howard Koontz  
Senior Planner Tory Carpenter  
Emergency Management Coordinator Roman Baligad  
IT Coordinator Misty Dean  
Planning & Zoning Commission Chair Mim James

### PLEDGE OF ALLEGIANCE

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

### PRESENTATION OF CITIZENS

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assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

No one spoke during Presentation of Citizens.

## **CONSENT AGENDA**

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

1. **Approval of the October 5, 2021, and October 19, 2021, City Council regular meeting minutes.**
2. **Approval of a Resolution of the City Council of Dripping Springs, Texas, Recognizing the Second Saturday in May Each Year as World Migratory Bird Day and Authorizing the Bird City Coalition and Appropriate City Staff to Continue Pursuit of Certification in the Texas "Bird City" Program; Providing for a Repealing Clause; and Establishing an Effective Date. Sponsor: Council Member King**

### **Filed as Resolution No. 2021-R34**

3. **Approval of request from Kelly Schmidt, Parks & Community Services Director, for payment of 40 hours compensatory time, in accordance with the City of Dripping Springs Personnel Manual.**
4. **Approval of part-time Dripping Springs Ranch Park Customer Service Specialist job description.**
5. **Approval of the Appointment of Larry Hans to the Founders Day Commission as a representative of St. Martin de Porres Catholic Church for a term ending June 30, 2023.**
6. **Approval of Change Order No. 8 and Change Order No. 9 related to the Professional Services Agreement between the City of Dripping Springs and SAM regarding Surveying Mapping & Services for the South Regional Water Reclamation Facility Project. Sponsor: Mayor Foulds, Jr.**
7. **Approval of a Resolution Accepting Improvements and Approving a Maintenance Bond for Esperanza Subdivision Phase 2 Streets, and Drainage.**

### **Filed as Resolution No. 2021-R35**

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda Items 1 – 7, with corrected minutes as presented. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

## BUSINESS AGENDA

- 8. Public hearing and consideration of approval of an Ordinance regarding ZA2021-0008: an application for a zoning amendment and Conditional Use Overlay to consider a proposed zoning map amendment from Two-Family Residential - Duplex (SF-4) to Single Family Residential - Town Center (SF-3) for an approximately 1.85 acres out of the W T Chapman # 5 subdivision. Applicant: John Doucet, P.E., Doucet & Associates, Inc.**

Mayor Pro Tem Manassian recused from this item.

- a. Presentation** – Applicant John Doucet gave a presentation which is on file.
- b. Staff Report** – Tory Carpenter presented the staff report which is on file. Staff recommends approval of the ordinance.
- c. Planning & Zoning Commission Report** – Chair Mim James presented the report where the Commission recommended approval unanimously 4 to 0.
- d. Public Hearing** – No one spoke during the Public Hearing.
- e. Ordinance** – A motion was made by Council Member Harris-Allison to approve an Ordinance regarding ZA2021-0008: an application for a zoning amendment and Conditional Use Overlay to consider a proposed zoning map amendment from Two-Family Residential - Duplex (SF-4) to Single Family Residential - Town Center (SF-3) for an approximately 1.85 acres out of the W T Chapman # 5 subdivision. Council Member Tahuahua seconded the motion which carried 3 to 0 to 1, with Mayor Pro Tem Manassian recused.

**Filed as Ordinance No. 2021-42**

- 9. Public hearing and consideration of approval of an Ordinance of the City of Dripping Springs, Texas amending the current 2021-2022 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures.**

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

Mayor Foulds, Jr. opened the Public Hearing to which no one spoke.

A motion was made by Mayor Pro Tem Manassian to approve an Ordinance of the City of Dripping Springs, Texas amending the current 2021-2022 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures with the removal of the generator request from Emergency Management Coordinator and for the CLFRF to be reduced to \$24,771.39, and authorization for staff to modify the ordinance to reflect changes. Council Member Parks seconded the motion which carried unanimously 4 to 0.

**Filed as Ordinance No. 2021-43**

- 10. Discuss and consider approval of a Resolution authorizing the use of Coronavirus Local Fiscal Recovery Funds (CLFRF) for purchases related to public health and other emergencies, and authorization for the City Administrator to negotiate and execute contracts and agreements related to purchases. Sponsor: Mayor Foulds, Jr.**

Andrea Cunningham presented the staff report which is on file. Staff recommends approval of the resolution.

A motion was made by Council Member Tahuahua to approve a Resolution authorizing the use of Coronavirus Local Fiscal Recovery Funds (CLFRF) for purchases related to public health and other emergencies, and authorization for the City Administrator to negotiate and execute contracts and agreements related to purchases not to exceed \$30,000.00. Council Member Harris-Allison seconded the motion which carried 4 to 0.

**Filed as Resolution No. 2021-R36**

**REPORTS**

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

Report is on file and available for review upon request.

- 11. Parks and Community Services Combined September and October Director's Report**  
*Kelly Schmidt PCS Director*

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.072, Consultation with City Attorney and 551.072, Deliberation of Real Property and regarding Executive Session Agenda Items 12 – 14. Council Member Tahuahua seconded the motion which carried unanimously 4 to 0.

**EXECUTIVE SESSION AGENDA**

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

- 12. Consultation with City Attorney related to planning matters, wastewater capacity, comprehensive plan, and processes related to approvals. 551.071, Consultation with City Attorney.**
- 13. Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the**

**Town Center Project and uses and boundaries and projects related to the TIRZ.**  
*Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

- 14. Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Wastewater Operations, agreements related to Wastewater, the South Regional Water Reclamation Expansion Project Easement Acquisition, Wastewater Discharge Permit, and operation of the Lazy W WCID in the Extraterritorial Jurisdiction of the City of Dripping Springs.** *Consultation with City Attorney, 551.071; Deliberation regarding Real Property, 551.072*

The City Council met in Executive Session from 6:32 p.m. – 7:57 p.m.

No action was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 7:57 p.m.

**OPEN SESSION**

A motion was made by Mayor Pro Tem Manassian to pull Executive Session Agenda Item 12 for discussion and possible action. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

- 12. Consultation with City Attorney related to planning matters, wastewater capacity, comprehensive plan, and processes related to approvals.** *551.071, Consultation with City Attorney.*

A motion was made by Mayor Pro Tem Manassian to direct staff to publish notice in the newspaper and prepare necessary documentation related to the planning and wastewater process. Council Member Harris-Allison seconded the motion which carried 3 to 1 to 0, via roll call vote:

Mayor Pro Tem Taline Manassian	Aye
Council Member Harris-Allison	Aye
Council Member Sherrie Parks	Aye
Council Member Geoffrey Tahuahua	Nay

**UPCOMING MEETINGS**

**City Council & BOA Meetings**

- November 16, 2021, at 6:00 p.m.
- December 7, 2021, at 6:00 p.m. (CC & BOA)
- December 21, 2021, at 6:00 p.m.

**Board, Commission & Committee Meetings**

- November 3, 2021, Dripping Springs Ranch Park Board at 12:00 p.m.
- November 4, 2021, Historic Preservation Commission at 4:00 p.m.
- November 8, 2021, TIRZ No. 1 & No. 2 Board at 4:00 p.m.
- November 8, 2021, Founders Day Commission at 6:30 p.m.
- November 9, 2021, Planning & Zoning Commission at 6:30 p.m.
- November 10, 2021, Utility Commission at 4:00 p.m.

**ADJOURN**

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

This regular meeting adjourned at 8:00 p.m.

**APPROVED ON:** November 16, 2021

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Bill Foulds, Jr., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary





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

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**Submitted By:** Laura Mueller, City Attorney

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**Council Meeting Date:** November 16, 2021

**Agenda Item Wording:** **Approval of a Resolution Related to the Enforcement of the Fire Code in Certain Subdivisions including Anarene Investments Tract/Double L Development by the City of Dripping Springs.** *Sponsor: Bill Foulds, Jr., Mayor.*

**Agenda Item Requestor:** Laura Mueller, City Attorney

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**Summary/Background:** For development agreements for properties in the ETJ, city planning and building usually review all site submissions. One area of confusion has arisen related to the City and County’s review of fire issues. This resolution is to allow the City (ESD) to review Anarene/Double L projects under the City’s fire code as envisioned by the agreements. Hays County was okay with this and have already approved the resolution which is attached to this agenda.

**Commission Recommendations:** N/A.

**Recommended Council Actions:** Approve the resolution.

**Attachments:** Resolution.

**Next Steps/Schedule:** If approved, the Mayor can execute our agreement on the County’s resolution as presented.



**RESOLUTION RELATED TO ENFORCEMENT OF THE FIRE CODE IN CERTAIN SUBDIVISIONS**

**WHEREAS**, Hays County adopted a Fire Code to be effective on or about January 1, 2020; and

**WHEREAS**, other municipalities and/or Emergency Services Districts within Hays County, including the City of Dripping Springs had prior to the adoption of the Hays County Fire Code, adopted their own Fire Codes; and

**WHEREAS**, through collaboration with local jurisdictions, Hays County representatives have come to recognize that there are occasions when a municipality is better-situated to provide Fire Code enforcement for development in its Extra-Territorial Jurisdiction; and

**WHEREAS**, the City of Dripping Springs has, via a Development Agreement with Anarene Investments Tract/Double L Development wherein it purports to provide fire protection review through its contract with Emergency Services District #6 (North Hays Fire and Rescue); and

**WHEREAS**, the City of Dripping Springs is providing primary review on all other aspects of the development of a subdivision by this entity; and

**WHEREAS**, the Hays County Commissioners Court is authorized by Texas Local Government Code, Section 233.061 to contract with any municipality within Hays County for the provision of Fire Code enforcement; and

**WHEREAS**, the Hays County Commissioners Court has determined that it is appropriate to delegate Fire Code enforcement to the City of Dripping Springs for the subdivisions falling under the Development Agreement cited above;

**NOW THEREFORE BE IT RESOLVED AND AGREED, THIS THE 2<sup>nd</sup> of NOVEMBER 2021, THAT:**

The Hays County Commissioners Court hereby delegates Fire Code enforcement to the City of Dripping Springs (from this date forward) for its Development Agreement with Anarene Investments Tract/Double L Development and requests that the individual authorized to agree to such delegation for the City of Dripping Springs do so by signing below.

Judge Ruben Becerra  
Hays County Judge

ATTEST:

Elaine Cardenas, MBA, PhD  
Hays County Clerk



AGREED: \_\_\_\_\_

BY:

TITLE:

CITY OF DRIPPING SPRINGS, TX

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

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF HAYS         §**

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

**RECITALS:**

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

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

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

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

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

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

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

## ARTICLE 1. DEFINITIONS

- 1.1 Act: House Bill 4183 of the 84<sup>th</sup> Legislature, Regular Session, codified as Chapter 7916 of the Texas Special District Local Laws Code.
- 1.2 Agreement: This contract between the City of Dripping Springs, Texas and Owners, including exhibits.
- 1.3 Applicable Rules: The City Rules, as defined herein will be applicable to the development of the Land for the term of this Agreement. This term does not include applicable Zoning, Building Codes, Landscaping, Lighting, Sign, or Exterior Design standards, as those ordinances may apply or hereafter be applied to residential and nonresidential properties. This term does not include regulations mandated by state law, or that are necessary to prevent imminent harm to human safety or property, which may be modified and made applicable to the Project even after the Effective Date.
- 1.4 City: The City of Dripping Springs, an incorporated Type A, general-law municipality located in Hays County, Texas.
- 1.5 City Council: The governing body of the City of Dripping Springs, Texas.
- 1.6 City Engineer: The person or firm designated by the City Council as the engineer for the City of Dripping Springs, Texas.
- 1.7 City Rules: Ordinance No. 2019-29 (Subdivision Ordinance), Lighting Ordinance as it may be amended from time to time and except as modified herein; Ordinance No. 3500.11 (Water Quality Protection), Ordinance No. 2020-12 (Sign Ordinance), Ordinance No. 2019-39 (Dripping Springs Technical Criteria), the ordinances in effect as of the Effective Date identified on **Exhibit J**, all as modified by Project Approvals and variances granted concurrent with this Agreement including the variances listed in **Exhibit E**.
- 1.8 County: Hays County, Texas.
- 1.9 District or Districts: Any conservation and reclamation district(s) authorized pursuant to Texas Constitution Article III, Section 52 and Article XVI Section 59, including Hays County Municipal Utility District No. 7, that includes the Land or portions thereof and any subsequent district or districts that may be created by division of such district or districts.
- 1.10 Dripping Springs Technical Criteria: The criteria adopted in Article 28.07 of the City of Dripping Springs Code of Ordinances that includes technical criteria standard specifications and adopted in Ordinance 2019-39 and as modified by this Agreement including the variances in **Exhibit E**.
- 1.11 Effective Date: October 17, 2012.

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

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

## ARTICLE 2. PUBLIC BENEFITS, INFRASTRUCTURE & AMENITIES

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

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

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

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



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

### ARTICLE 3. PROPERTY DEVELOPMENT

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

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

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

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

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

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

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

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

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

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

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

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

### 3.2 Project Approvals & Entitlements:

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

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

Legacy Trails: 45 feet

Founders Ridge: 35 feet

Springlake Estates: 25 feet  
Shelton Ranch Road: 25 feet

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

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

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

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

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



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

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

- improvements. The amount of the fiscal security shall equal one hundred percent (100%) of the remaining estimated construction costs to complete the public improvements not completed at the time of plat recordation. The District's engineer shall provide the cost estimate of the public infrastructure not completed at the time of the plat recordation to the City.
- 3.12 Deed Restrictions: Developer agrees that all restrictive covenants for the Project shall reinforce the provisions of this section and be applied to all builders and subsequent buyers and shall be appropriately drafted and filed to effectuate this intent and Agreement.
- 3.13 Fire Protection: Developer, and upon creation, each District, to the extent allowed by law, may pursue required approvals for, and implement and finance a fire protection plan to provide fire protection services within the Project's boundaries, in accordance with Hays County Emergency Services District No. 6 requirements.
- 3.14 Infrastructure Construction & Inspections: Developer, and upon creation, each District will be responsible for construction, operation and maintenance of all water, wastewater and drainage infrastructure within its boundaries except as provided in this Agreement, the Water Service Agreement or Wastewater Agreement or as otherwise agreed to by District, Owners and the City. The City will have the right to review and approve all plans and specifications for water and wastewater infrastructure, and to inspect all such water and wastewater infrastructure during construction and prior to acceptance for operation and maintenance. A copy of each set of approved plans and specifications and a copy of all inspection certificates will be filed with the City. All water and wastewater infrastructure within the Land shall be designed and built-in accordance with the rules, regulations, and specifications of the City and the TCEQ. All water and wastewater infrastructure within the Land shall be subject to City inspections and compliance with City Rules and TCEQ rules. In case of a conflict, the stricter provision shall prevail, unless TCEQ approval requires a different result. Reasonable and necessary fees incurred by the City for review of plans and specifications and inspections under this section shall be paid by the Developer or District(s).
- 3.15 Roadway Access: All streets and driveways within the Land shall be subject to the approval of the Texas Department of Transportation ("TxDOT") and/or Hays County, as applicable. City will review all streets and driveways when reviewing any plat, construction plan, and site plan.
- 3.16 Roads. The City agrees that the vehicular connections depicted in **Exhibit G** are hereby approved and shall be added to the City's Transportation Master Plan as necessary, including the loop road, shown on **Exhibit G**, as may be amended, to be added to the City's TMP. A Traffic Study has been completed for phase 1 of the Project. Phase 1 includes 244 single family homes. The Parties agree that, prior to final approval of a preliminary plat for phase 2 of the Project, a Traffic Impact Analysis ("TIA") for the entire Project will be approved by the City, Hays County, and TxDOT.

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

Phase 1 Road Start Date: December 2021

Phase 2 Road Start Date: February 2024

Phase 3 Road Start Date: February 2025

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

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

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

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

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

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

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

#### ARTICLE 4. FINANCING DISTRICT

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



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

## ARTICLE 5. AUTHORITY

### 5.1 Term:

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

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

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

5.2 Authority: This Agreement is entered under the statutory authority of Chapter 212, Subchapter G, Texas Local Government Code. The Parties intend that this Agreement guarantee the continuation of the extraterritorial status of portions of the Land as provided in this Agreement; authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning upon annexation of any portion of the Land to the City.

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

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

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

- 5.7 Litigation: In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Owners and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement, The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the City Council. **Developer agrees, to the extent allowed by Texas law, to defend and indemnify the City for any reasonable and necessary litigation expenses, including court costs and outside attorney's fees, related to defense of this Agreement from third-party claims if the third-party claims arise from Developer's negligent acts or omissions or breach of this Agreement.** The filing of any third-party lawsuit relating to this Agreement, or the development of the Project will not delay, stop, or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction.

## ARTICLE 6. GENERAL PROVISIONS

### 6.1 Assignment & Binding Effect:

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

6.1.2 If an Owner assigns its rights and obligations hereunder as to a portion of the Project, then the rights and obligations of any assignee and Owner will be non-severable, and Owner will be liable for the nonperformance of the assignee and vice-versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, even if such remedies will impede development activities of any performing developer as a result of that nonperformance.

6.1.3 The provisions of this Agreement will be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement will not, however, be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Project.

- 6.2 Severability: If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.
- 6.3 Governing Law, Jurisdiction & Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary, The parties acknowledge that this Agreement is performable in Hays County, Texas and hereby submit to the jurisdiction of the courts of that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.
- 6.4 No Third-Party Beneficiary: This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.
- 6.5 Mortgagee Protection: This Agreement will not affect the right of Owners to encumber all or any portion of the Land by mortgage, deed of trust or other instrument to secure financing for the Project. The City understands that a lender providing financing for the Project ("Lender") may require interpretations of or modifications to this Agreement and agrees to cooperate with Owners and their Lenders' representatives in connection with any requests for interpretations or modifications. The City agrees not to unreasonably withhold or delay its approval of any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City agrees as follows:
- 6.5.1 Neither entering into this Agreement, nor any breach of this Agreement, will affect any lien upon all or any portion of the Land.
- 6.5.2 The City will, upon written request of a Lender, provide the Lender with a copy of any written notice of default given to Owners under this Agreement within ten (10) days of the date such notice is given to Owners.
- 6.5.3 In the event of default by an Owner under this Agreement, a Lender may, but will not be obligated to, cure any default during any cure period extended to Owner, either under this Agreement or under the notice of default.
- 6.5.4 Any Lender who comes into possession of any portion of the Land by foreclosure or deed in lieu of foreclosure will take such property subject to the terms of this Agreement. No Lender will be liable for any defaults or monetary obligations of an Owner arising prior to the Lender's acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to that property until all



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

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

- 6.11 Waiver: Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of the length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.
- 6.12 Entire Agreement: This Agreement contains the entire agreement of the Parties. This Agreement may be amended only by written agreement signed by the Parties. An amendment to this Agreement may only be approved by an affirmative vote of at least three of the five (3 of 5) members of the City Council.
- 6.13 Exhibits, Headings, Construction & Counterparts: All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. If a conflict exists between the terms in this Agreement and an Exhibit or Exhibits to this Agreement, the Parties will endeavor to resolve the conflict in accordance with the intent of the Parties. If an unresolvable conflict exists, the terms of this Agreement shall control over the Exhibit. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all the Parties.
- 6.14 Time: Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.
- 6.15 Authority for Execution: The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized, and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Each Owner certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with its authority.
- 6.16 Property Rights: Owners expressly and unconditionally waive and release the City from any obligation to perform a takings impact assessment under the Texas Private Real Property Rights Act, Texas Government Code Chapter 2007, as it may apply to this Agreement, the Land, and the Project so long as this Agreement is in effect.

- 6.17 **Mandatory Disclosures:** Texas law requires that contractors make certain disclosures. Prior to the effective date of this Agreement, the Owner has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). Execution of this Agreement is agreeing that the Owner is compliant with the Prohibit on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: [https://www.ethics.state.tx.us/whatsnew/elf info form 1295.htm](https://www.ethics.state.tx.us/whatsnew/elf%20info%20form%201295.htm)
- 6.18 **Notices:** Any notices or approvals under this Agreement must be in writing and may be sent by hand delivery, facsimile (with confirmation of delivery) or certified mail, return receipt requested, to the Parties at the following addresses or as such addresses may be changed from time to time by written notice to the other Parties:

## CITY:

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

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

## OWNER:

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

DEVELOPER/  
OWNER:

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

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

OWNER:

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

OWNER:

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

OWNER:

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

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

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

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

Exhibit L	Tree Plan
Exhibit M	Buffers
Exhibit N	Lot Allowances

**CITY OF DRIPPING SPRINGS**

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

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

\_\_\_\_\_  
Notary Public, State of Texas



RESPECTFULLY SUBMITTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

By: \_\_\_\_\_

David A. Cannon, Manager

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

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

[SEAL]

Notary Public, State of Texas

My Commission Expires:

\_\_\_\_\_ Printed Name of Notary Public

\_\_\_\_\_

RESPECTFULLY SUBMITTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

**LL RANCH INVESTMENTS, LP**, a Texas limited partnership

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

By: \_\_\_\_\_  
David A. Cannon, Manager

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

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

[SEAL]

Notary Public, State of Texas

My Commission Expires:

\_\_\_\_\_ Printed Name of Notary Public

\_\_\_\_\_

RESPECTFULLY SUBMITTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

**ANARENE INVESTMENTS, LTD.**, a Texas limited partnership

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

By: \_\_\_\_\_  
John Graham Hill, Manager

THE STATE OF TEXAS                    §  
                                                         §  
COUNTY OF HARRIS                   §

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

[SEAL]

Notary Public, State of Texas

My Commission Expires:

\_\_\_\_\_ Printed Name of Notary Public

\_\_\_\_\_

**LANDOWNER**

JOHN GRAHAM HILL

By: \_\_\_\_\_

Date: \_\_\_\_\_

This instrument was acknowledged on this \_\_\_\_ day of \_\_\_\_\_, 2021, by JOHN GRAHAM HILL.

\_\_\_\_\_  
Notary Public, State of Texas

**LANDOWNER**

MELINDA HILL PERRIN

By: \_\_\_\_\_

Date: \_\_\_\_\_

This instrument was acknowledged on this \_\_\_\_ day of \_\_\_\_\_, 2021, by MELINDA HILL PERRIN.

\_\_\_\_\_  
Notary Public, State of Texas



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

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

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

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

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

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

THENCE, continuing with west right-of-way line of said Ranch Road 12, along said curve to the left an arc distance of 259.34 feet, having a radius of 1,961.00 feet, a central angle of 07°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 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;

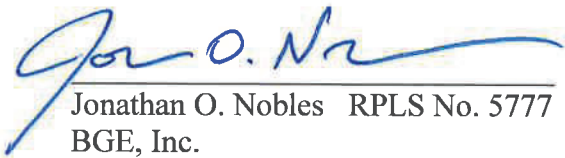
THENCE, continuing with the westerly line of said Anarene Investments 11.05-acre tract (Tract 4) and the east line of said Bonham 88-acre tract, N 10°45'34" W a distance of 852.52 feet to a 1/2-inch iron rod found at the common west corner of said Anarene Investments 11.05-acre tract (Tract 4) and 11.0-acre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

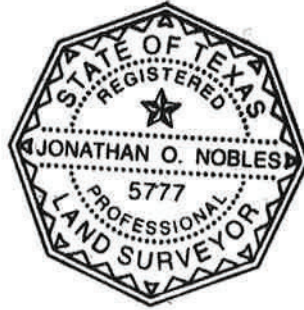
THENCE, continuing with the westerly line of said Anarene Investments 11.02-acre tract (Tract 2) and the east line of said Bonham 88-acre tract, generally along a fence, N 10°40'50" W a distance of 431.04 feet to a 1/2-inch iron rod found at the most westerly southwest corner of a called 11.00-acre tract 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.



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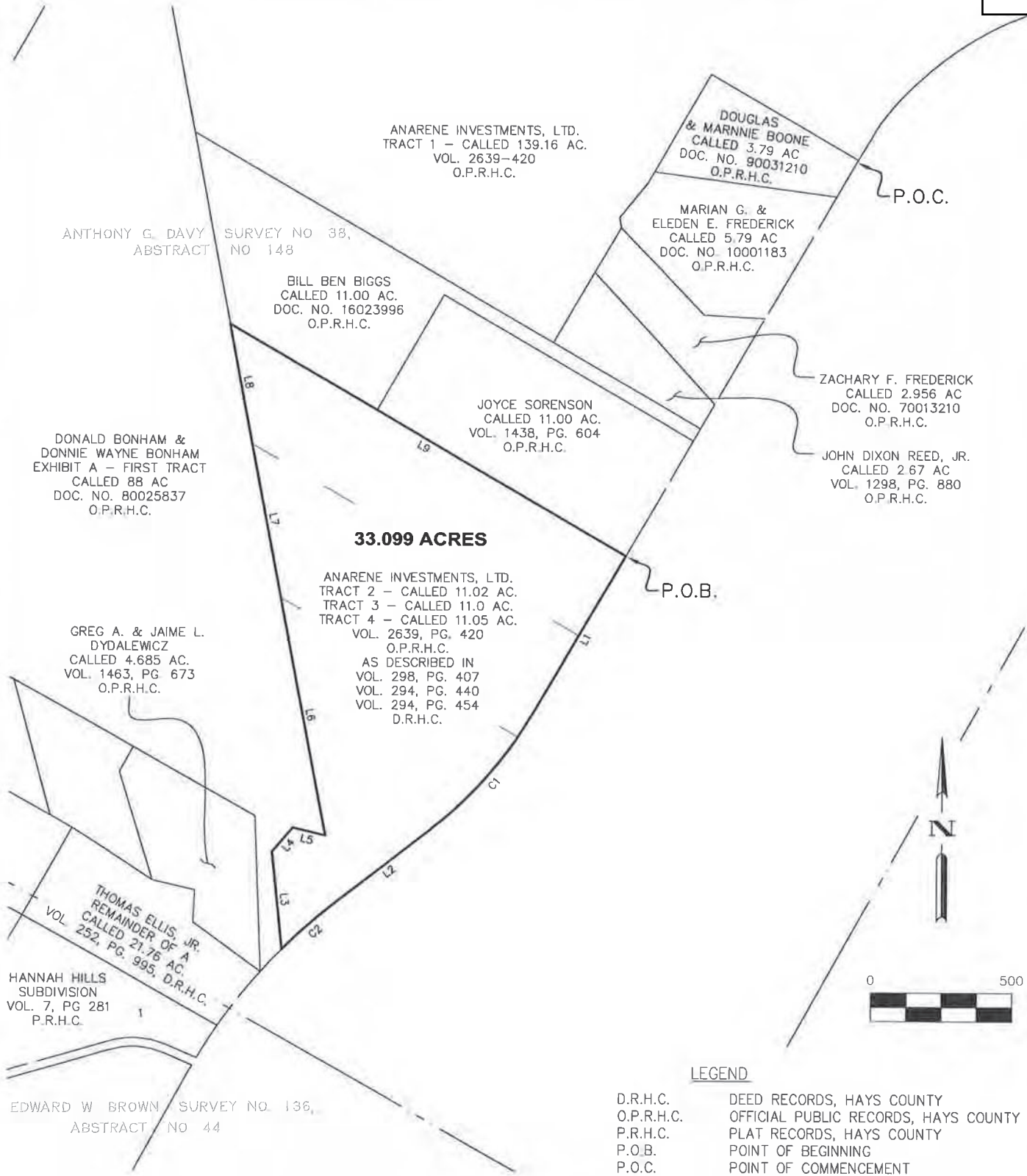


12/12/2018  
Date

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

# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 3.



**LEGEND**

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

**BEARING BASIS NOTE:**

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



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SCALE: 1"=500'

SHEET 4

OF 5



# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 3.

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

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



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SCALE: 1"=500'

SHEET 5

OF 5



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

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

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

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

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

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

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

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

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

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

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

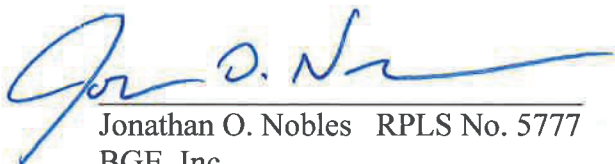
- 1) S 70°59'20" E a distance of 120.37 feet to a calculated angle point;
- 2) S 51°55'32" E a distance of 77.06 feet to a calculated angle point;
- 3) S 16°38'10" E a distance of 62.50 feet to a calculated angle point;
- 4) S 10°00'16" W a distance of 118.67 feet to a calculated angle point;
- 5) S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

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

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

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

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



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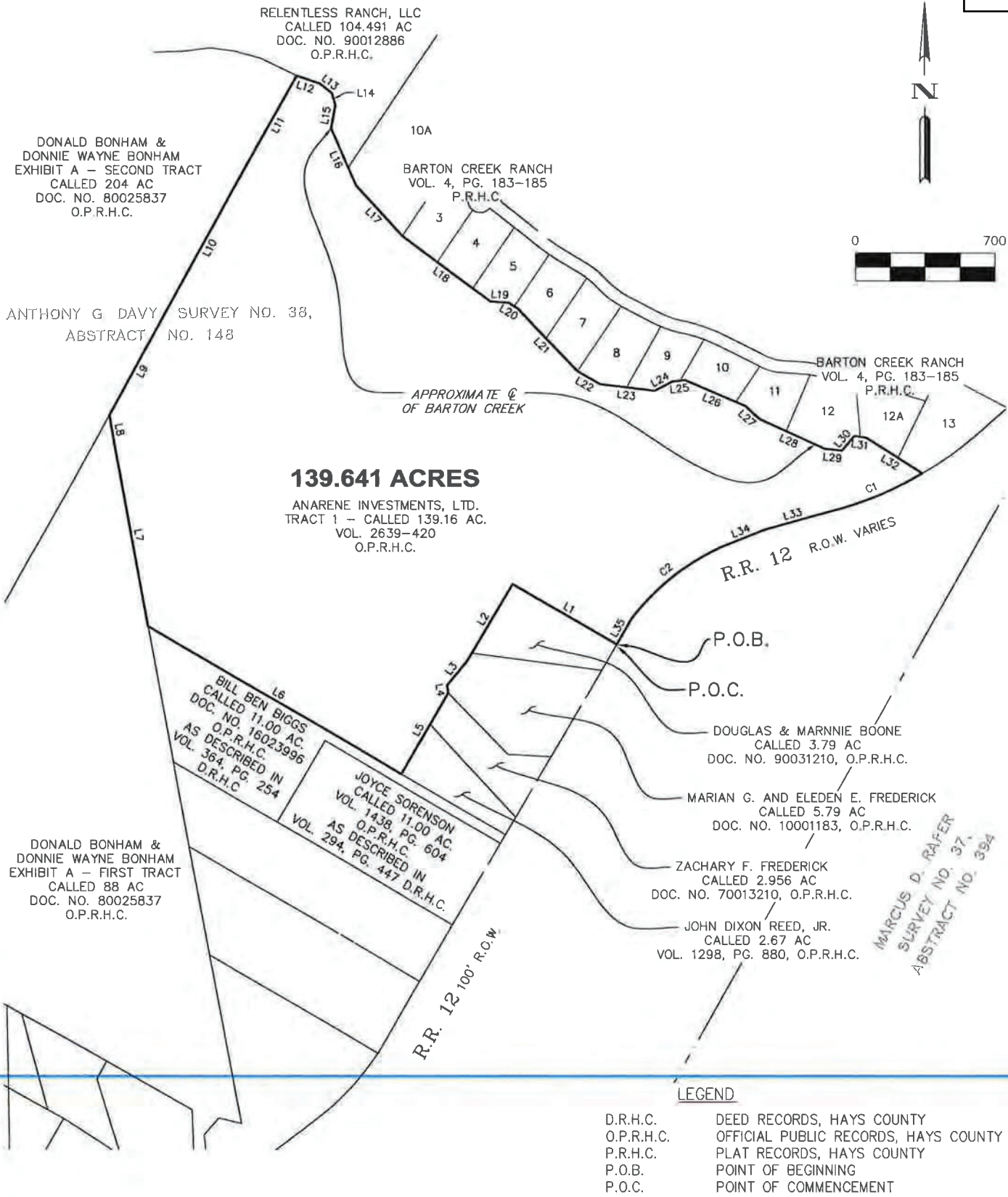
12/12/2018  
Date

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



# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 3.



**LEGEND**

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

**BEARING BASIS NOTE:**

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



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SCALE: 1"=700'

SHEET 5  
 OF 6

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# 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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SCALE: 1"=700'

SHEET **6**  
 OF 6

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE, generally along a fence, with the south line of said Anarene Investments 206.2-acre tract, N 85°57'22" W a distance of 589.22 feet to a 1/2-inch iron rod found on the north line of said Scott 200-acre tract, at the southeast corner of Lot 28, of the Replat of Lot 2E, Block C, 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;

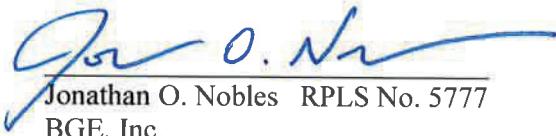
THENCE, continuing over and across said Hill 73.69-acre tract and crossing over and across said Anarene Investments 1,051.23-acre tract, S 02°39'33" E a distance of 903.84 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an exterior corner of the herein described tract;

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;

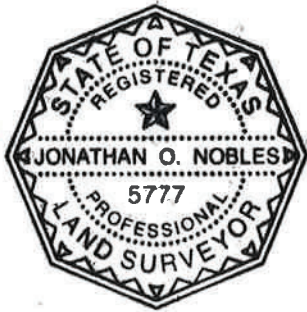
THENCE, continuing over and across said Hill 73.69-acre tract and crossing over and across said Anarene Investments 1,051.23-acre tract, S 35°05'06" W a distance of 538.90 feet to the **POINT OF BEGINNING**.

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.

  
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



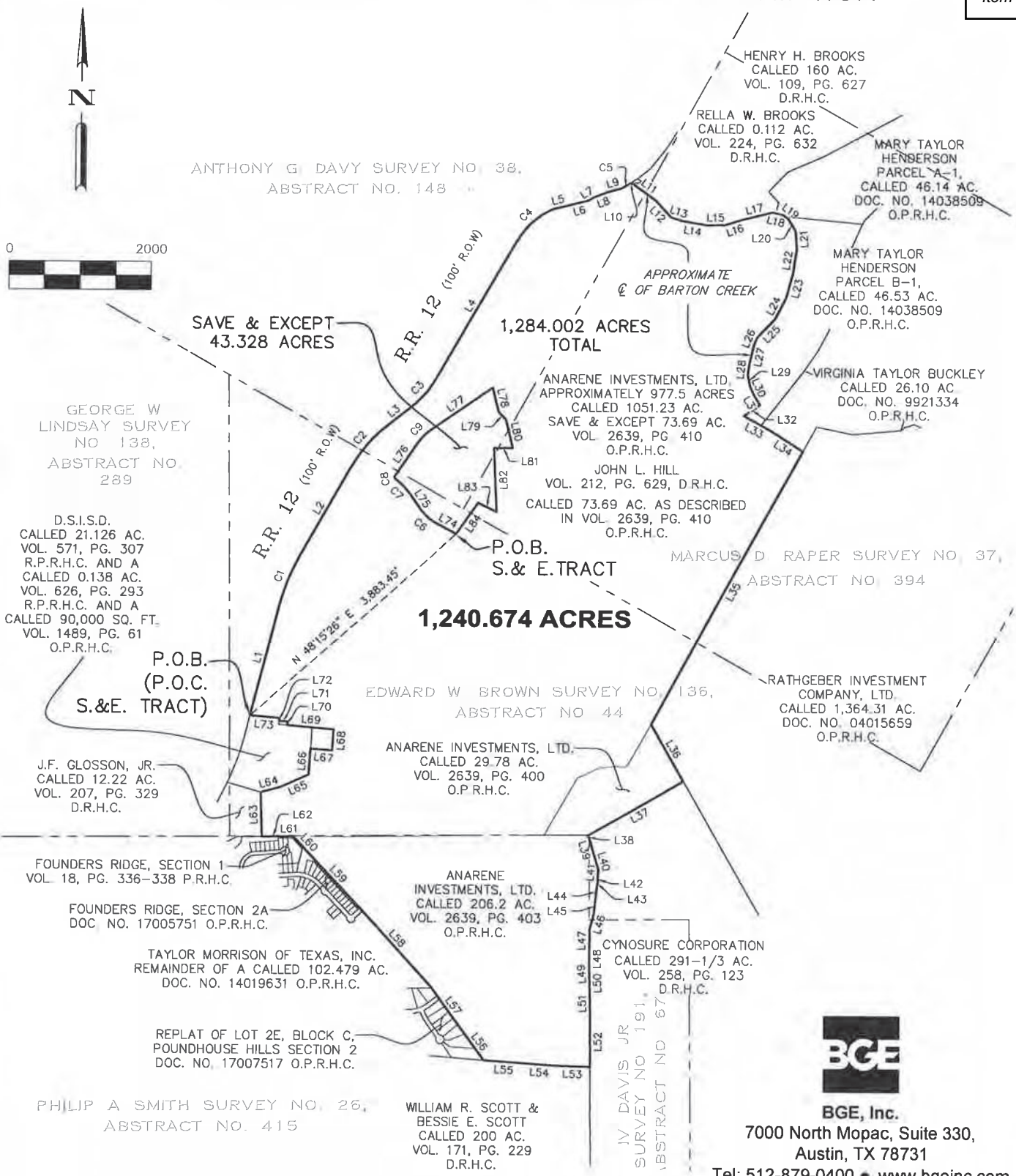
11/19/2018  
Date

Date: November 19, 2018  
Project No.: 5955-00



# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 3.



**BEARING BASIS NOTE:**

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

**LEGEND**

- D.R.H.C. DEED RECORDS, HAYS COUNTY
- O.P.R.H.C. OFFICIAL PUBLIC RECORDS, HAYS COUNTY
- P.R.H.C. PLAT RECORDS, HAYS COUNTY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- S.&E. TRACT SAVE & EXCEPT TRACT



**BGE, Inc.**  
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 Austin, TX 78731  
 Tel: 512-879-0400 • www.bgeinc.com  
 TBPLS Licensed Surveying  
 Firm No. 10106502

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 SCALE: 1"=2000'  
 SHEET 11  
 OF 12

# 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 69°13'30" E	220.26'
L9	N 74°01'48" E	195.37'
L10	N 85°56'32" E	31.42'
L11	S 54°06'53" E	416.52'
L12	S 43°31'40" E	320.98'
L13	S 71°33'35" E	162.29'
L14	S 80°15'23" E	359.62'
L15	N 89°12'39" E	268.06'
L16	N 71°48'37" E	226.20'
L17	N 75°52'56" E	471.86'
L18	S 76°44'48" E	149.76'
L19	S 51°55'11" E	99.32'
L20	S 31°00'27" E	192.83'
L21	S 04°33'09" E	253.81'
L22	S 08°46'56" W	358.50'
L23	S 15°06'53" W	362.97'
L24	S 27°05'38" W	330.40'
L25	S 44°01'50" W	364.58'
L26	S 23°23'55" W	114.84'
L27	S 12°27'30" W	299.12'
L28	S 07°06'56" W	132.91'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L29	S 10°50'48" E	166.36'
L30	S 24°03'53" E	134.10'
L31	S 32°12'12" E	162.72'
L32	S 55°46'32" W	276.23'
L33	S 61°20'17" E	466.74'
L34	S 57°09'59" E	511.67'
L35	S 28°53'40" W	4,426.46'
L36	S 30°03'24" E	931.08'
L37	S 60°08'25" W	1,550.88'
L38	S 25°43'41" E	46.72'
L39	S 16°46'01" E	280.41'
L40	S 16°48'27" E	182.38'
L41	S 05°13'03" W	104.30'
L42	S 03°37'02" E	55.04'
L43	S 13°33'24" W	70.61'
L44	S 06°06'34" W	154.54'
L45	S 05°52'30" W	263.33'
L46	S 16°02'05" W	196.54'
L47	S 00°43'42" W	330.59'
L48	S 00°08'28" W	273.70'
L49	S 05°46'10" E	42.66'
L50	S 01°49'02" E	238.81'
L51	S 00°49'25" E	353.56'
L52	S 00°12'27" E	706.00'
L53	N 88°40'21" W	482.13'
L54	N 86°02'12" W	425.10'
L55	N 85°57'22" W	589.22'
L56	N 36°39'47" W	483.70'

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

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	722.05'	2,896.00'	14°17'07"	N 21°49'46" E	720.18'
C2	756.40'	1,861.00'	23°17'16"	N 40°49'43" E	751.20'
C3	576.84'	1,478.00'	22°21'42"	N 41°21'34" E	573.19'
C4	673.49'	1,096.00'	35°12'29"	N 47°48'39" E	662.94'
C5	139.02'	1,979.86'	4°01'23"	N 59°58'27" E	138.99'
C6	233.67'	485.00'	27°36'16"	N 48°37'43" W	231.41'
C7	333.28'	1,015.00'	18°48'48"	N 44°13'58" W	331.78'
C8	38.55'	25.00'	88°20'36"	N 09°28'04" W	34.84'
C9	168.56'	465.00'	20°46'10"	N 45°05'19" E	167.64'



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SCALE: 1"=2000'

SHEET 12

OF 12



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

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

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

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

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

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

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

THENCE, generally along a fence, with the south line of said Anarene Investments 226.11-acre tract and the north line of said City of Dripping Springs 64.2441-acre tract, N 46°55'44" W a distance of 2,051.75 feet to a 1/2-inch iron rod found at the most northerly corner of said City of Dripping Springs 64.2441-acre tract, at the northeast corner of a called 62.03 acre tract as conveyed to Anne Eliece 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;

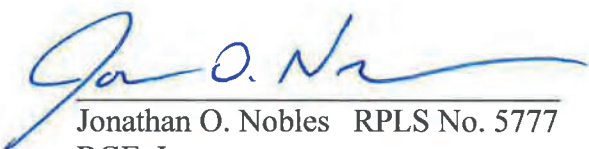
THENCE, continuing with the east line of said Anarene Investments 226.11-acre tract and the west right-of-way line of said Ranch Road 12, along said curve to the left an arc distance of 746.98 feet, having a radius of 2,996.00 feet, a central angle of 14°17'07", and a chord which bears S 21°50'01" W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



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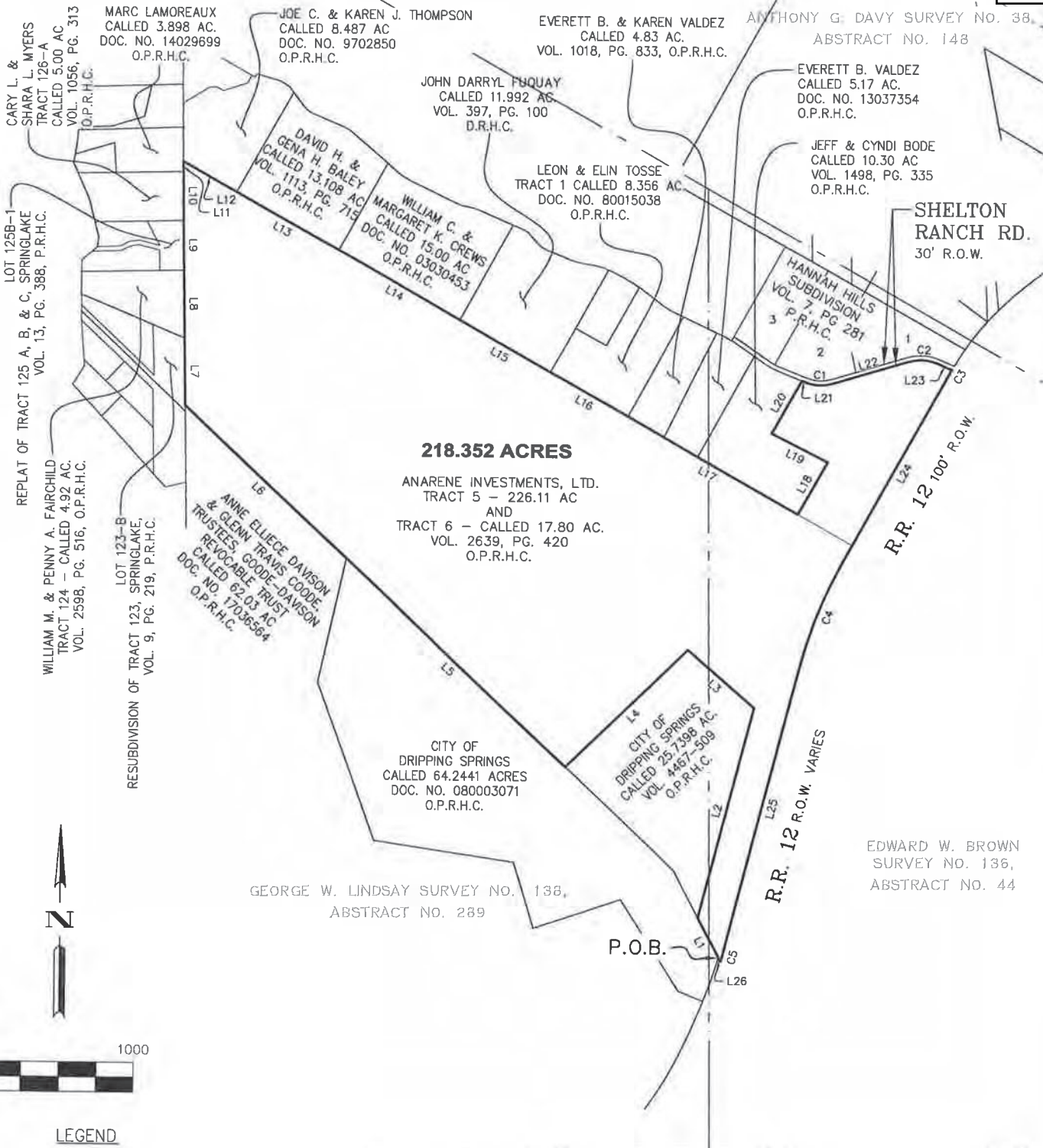


12/12/2018  
Date

Date: December 11, 2018  
Project No.: 5955-00

# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 3.



**218.352 ACRES**

ANARENE INVESTMENTS, LTD.  
TRACT 5 - 226.11 AC  
AND  
TRACT 6 - CALLED 17.80 AC.  
VOL. 2639, PG. 420  
O.P.R.H.C.

CITY OF  
DRIPPING SPRINGS  
CALLED 64.2441 ACRES  
DOC. NO. 080003071  
O.P.R.H.C.

CITY OF  
DRIPPING SPRINGS  
CALLED 25.7398 AC.  
VOL. 4467-509  
O.P.R.H.C.

ANNE ELLIECE DAVISON  
& GLENN TRAVIS CODDE,  
TRUSTEES, GOODE-DAVISON  
REVOCABLE TRUST  
CALLED 62.03 AC.  
DOC. NO. 17036564  
O.P.R.H.C.

WILLIAM M. & PENNY A. FAIRCHILD  
TRACT 124 - CALLED 4.92 AC.  
VOL. 2598, PG. 516, O.P.R.H.C.

RESUBDIVISION OF TRACT 123, SPRINGLAKE,  
VOL. 9, PG. 219, P.R.H.C.

REPLAT OF TRACT 125 A, B, & C, SPRINGLAKE  
VOL. 13, PG. 388, P.R.H.C.

CARY L. &  
SHARA L. MYERS  
TRACT 126-A  
CALLED 5.00 AC  
VOL. 1056, PG. 313  
O.P.R.H.C.

MARC LAMOREAUX  
CALLED 3.898 AC.  
DOC. NO. 14029699  
O.P.R.H.C.

JOE C. & KAREN J. THOMPSON  
CALLED 8.487 AC  
DOC. NO. 9702850  
O.P.R.H.C.

EVERETT B. & KAREN VALDEZ  
CALLED 4.83 AC.  
VOL. 1018, PG. 833, O.P.R.H.C.

JOHN DARRYL FUQUAY  
CALLED 11.992 AC  
VOL. 397, PG. 100  
D.R.H.C.

LEON & ELIN TOSSE  
TRACT 1 CALLED 8.356 AC.  
DOC. NO. 80015038  
O.P.R.H.C.

EVERETT B. VALDEZ  
CALLED 5.17 AC.  
DOC. NO. 13037354  
O.P.R.H.C.

JEFF & CYNDI BODE  
CALLED 10.30 AC  
VOL. 1498, PG. 335  
O.P.R.H.C.

SHELTON  
RANCH RD.  
30' R.O.W.

R.R. 12 100' R.O.W.

R.R. 12 R.O.W. VARIES

EDWARD W. BROWN  
SURVEY NO. 136,  
ABSTRACT NO. 44

GEORGE W. LINDSAY SURVEY NO. 136,  
ABSTRACT NO. 289

PHILIP A SMITH SURVEY NO. 26, ABSTRACT NO. 415



**LEGEND**

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

**BEARING BASIS NOTE:**

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



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SCALE: 1"=1000

SHEET 6

OF 7

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# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 3.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 28°12'34" W	302.29'
L2	N 14°36'11" E	1,470.07'
L3	N 49°13'14" W	598.82'
L4	S 45°59'38" W	1,153.28'
L5	N 46°55'44" W	2,051.75'
L6	N 46°51'16" W	1,500.80'
L7	N 01°08'13" W	453.57'
L8	N 01°07'53" W	460.08'
L9	N 00°54'14" W	336.16'
L10	N 00°45'39" W	332.73'
L11	N 00°33'39" W	69.38'
L12	S 60°44'38" E	415.44'
L13	S 60°41'05" E	789.57'

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

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



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SCALE: 1"=1000'

SHEET 7

OF 7

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

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

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

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



THENCE, continuing over and across said Anarene Investments 977.54-acre tract, along said curve to the right, an arc distance of 233.67 feet, having a radius of 485.00 feet, a central angle of 27°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;

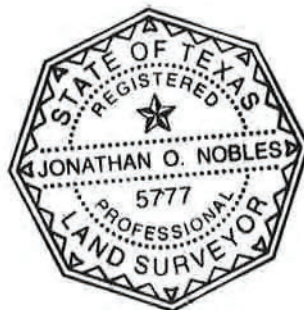
THENCE, continuing over and across said Anarene Investments 977.54-acre tract and crossing over and across said Anarene Investments 67.776-acre tract, N 64°51'14" W a distance of 290.58 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an interior corner of the herein described tract;

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*

Jonathan O. Nobles RPLS No. 5777  
BGE, Inc.  
7000 North Mopac, Suite 330  
Austin, Texas 78731  
Telephone: (512) 879-0400  
TBPLS Licensed Surveying Firm No. 10106502



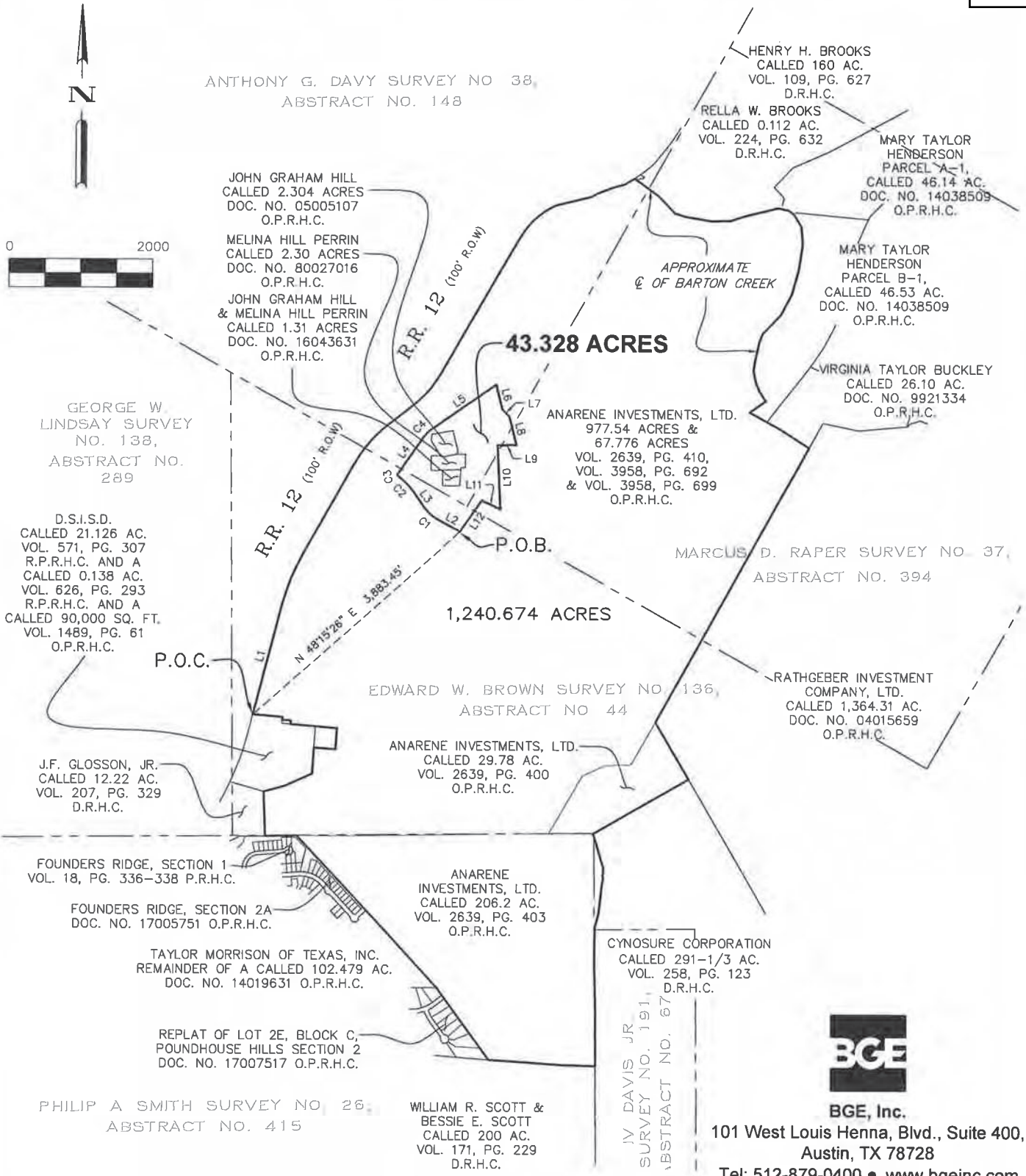
*8/30/2019*

Date

Date: November 19, 2018  
Revised: August 30, 2019  
Project No.: 5955-00

# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 3.



**BEARING BASIS NOTE:**

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

**LEGEND**

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



**BGE, Inc.**  
 101 West Louis Henna, Blvd., Suite 400,  
 Austin, TX 78728  
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 TBPLS Licensed Surveying  
 Firm No. 10106502

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SCALE: 1"=2000'

SHEET 4

OF 5

90

# 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.**

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Austin, TX 78728

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SCALE: 1"=2000'

SHEET 5

OF 5



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.

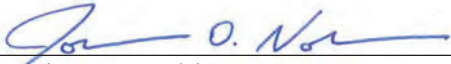
THENCE, leaving the southerly line of said Double L Development, LLC, 223.556-acre tract, with a westerly line of the remainder of a called 1,240.674 acre tract as conveyed to LL Ranch Investments, LP by special warranty deed recorded in Document Number 19035342 of the Official Public Records of Hays 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

05/06/2021  
Date

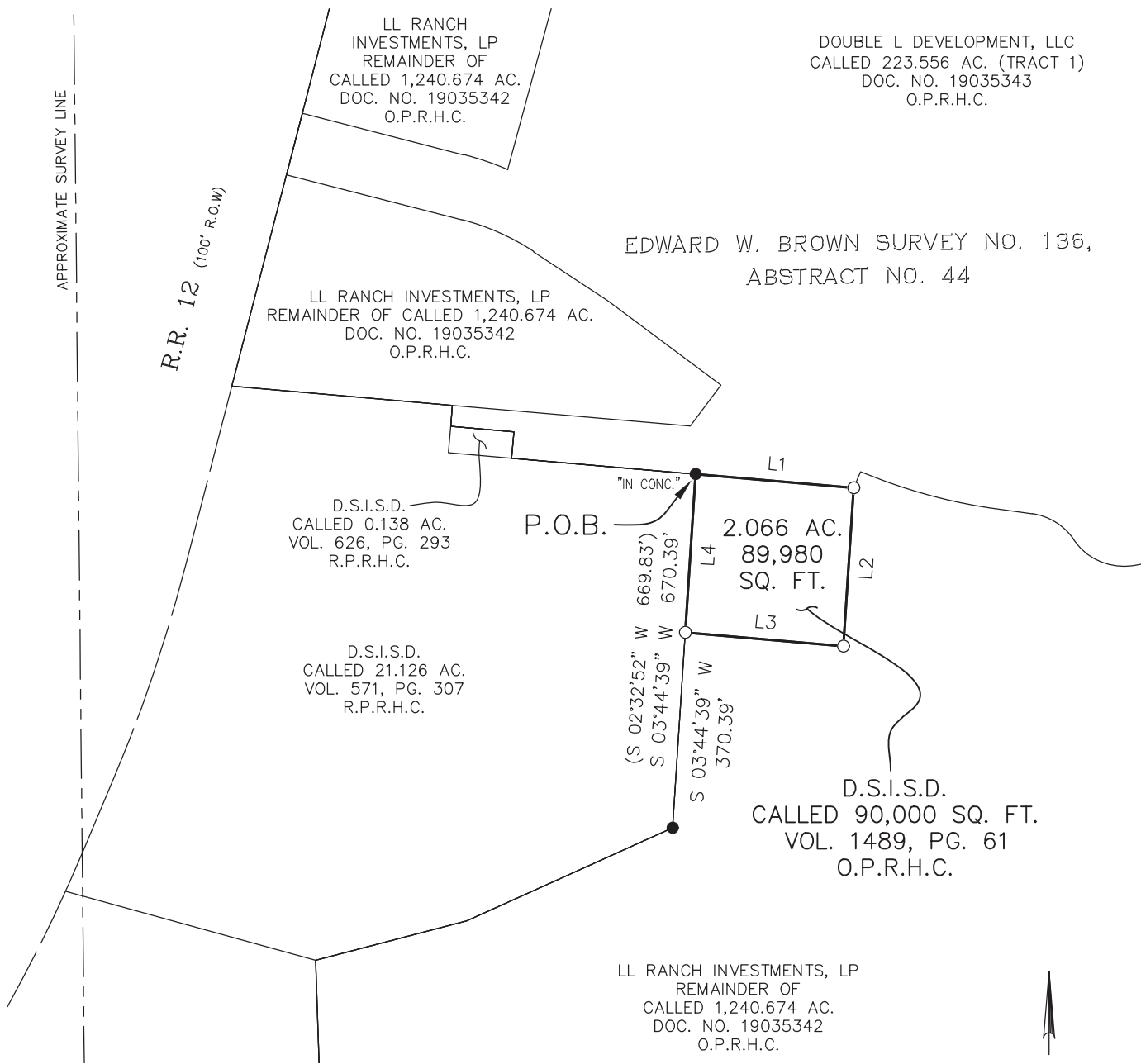
BGE, Inc.  
101 West Louis Henna Blvd., Suite 400  
Austin, Texas 78728  
Telephone: (512) 879-0400  
TBPLS Licensed Surveying Firm No. 10106502



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

Item 3.

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION



**LEGEND**

- O.P.R.H.C. OFFICIAL PUBLIC RECORDS, HAYS COUNTY
- R.P.R.H.C. REAL PROPERTY RECORDS, HAYS COUNTY
- P.O.B. POINT OF BEGINNING
- ( ) RECORD INFORMATION VOL. 571, PG. 307 & VOL. 1489, PG. 61
- FOUND 1/2-INCH IRON ROD
- SET 1/2-INCH IRON ROD W/CAP STAMPED "BGE INC"

**BEARING BASIS NOTE:**

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

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 85°02'09" E	300.00'
	(S 86°13'48" E)	(300.00')
L2	S 03°44'39" W	300.00'
	(S 02°32'52" W)	(300.00')
L3	N 85°02'09" W	300.00'
	(N 86°13'48" W)	(300.00')
L4	N 03°44'39" E	300.00'

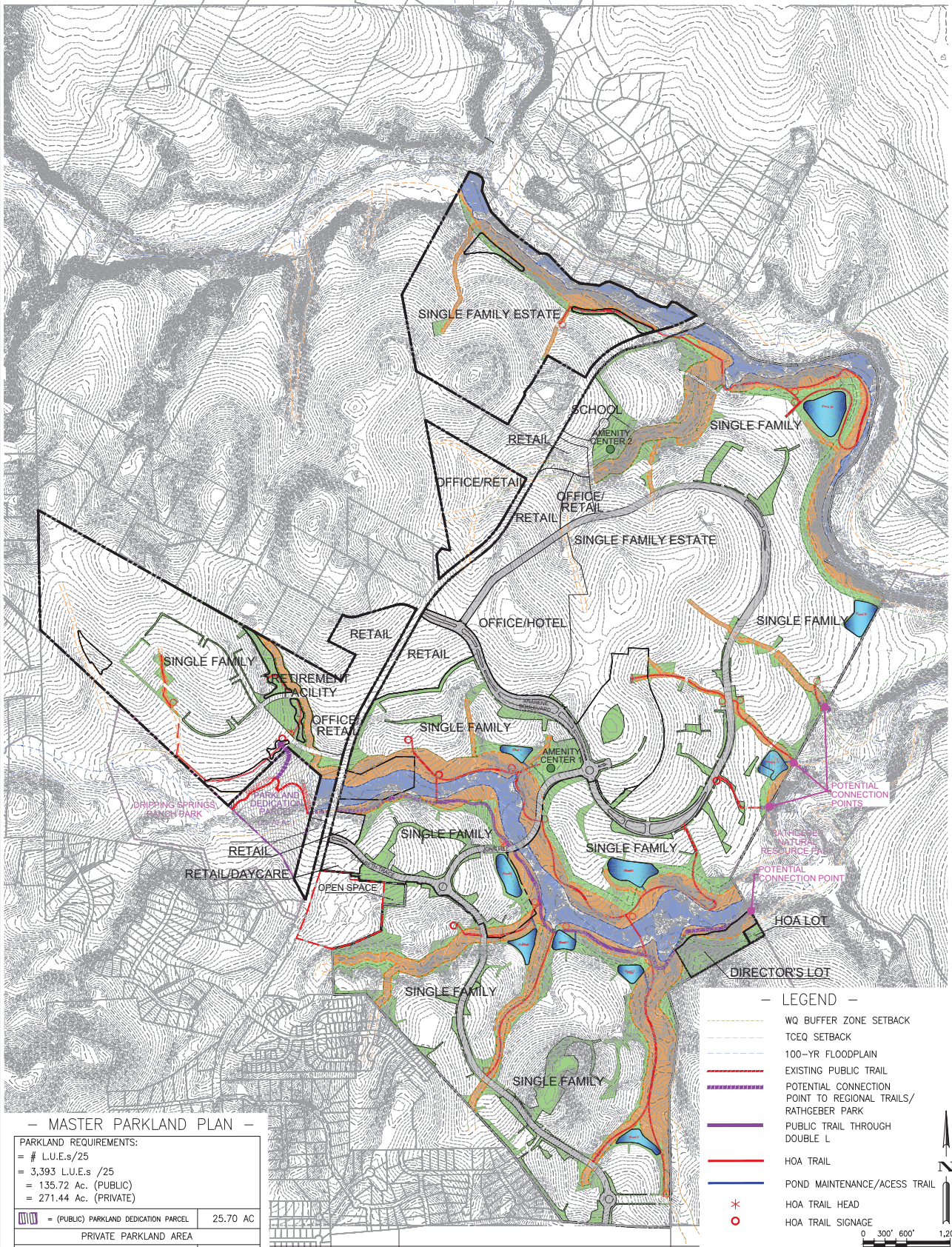


**BGE, Inc.**  
 7101 West Louis Henna Blvd., Suite 400, Austin, TX 78728  
 Tel: 512-879-0400 • www.bgeinc.com  
 TBPELS Licensed Surveying Firm No. 10106502

SCALE: 1"=300'
SHEET 3
OF 3



# DOUBLE 'L' - EXHIBIT B MASTER PARKLAND EXHIBIT (A TREND DEVELOPMENT, INC. COMMUNITY)



— MASTER PARKLAND PLAN —

PARKLAND REQUIREMENTS:	
= # L.U.E.s/25	
= 3,393 L.U.E.s /25	
= 135.72 Ac. (PUBLIC)	
= 271.44 Ac. (PRIVATE)	
	= (PUBLIC) PARKLAND DEDICATION PARCEL 25.70 AC
PRIVATE PARKLAND AREA	
	= AREA WITHIN TCEQ SETBACK (OUTSIDE FLOODPLAIN) 187.74 AC (37.92%)
	= AREA OUTSIDE FLOODPLAIN (OUTSIDE TCEQ SETBACK) 228.79 AC (46.22%)
	= AREA WITHIN FLOODPLAIN 52.82 AC (10.67%)
TOTAL (PRIVATE & PUBLIC) PARKLAND AREA = 495.05 Ac.	

— TRAIL LINEAR FOOTAGE —

HOA TRAIL = +/- 32,824 L.F.
PUBLIC TRAIL = +/- 8,407 L.F.
PUBLIC TRAIL THROUGH DOUBLE 'L' = +/- 4,008 L.F.
PUBLIC TRAIL CONNECTION TO REGIONAL TRAILS = +/- 4,399 L.F.

— LEGEND —

- WQ BUFFER ZONE SETBACK
- TCEQ SETBACK
- 100-YR FLOODPLAIN
- EXISTING PUBLIC TRAIL
- POTENTIAL CONNECTION POINT TO REGIONAL TRAILS/RATHEGEBER PARK
- PUBLIC TRAIL THROUGH DOUBLE L
- HOA TRAIL
- POND MAINTENANCE/ACCESS TRAIL
- HOA TRAIL HEAD
- HOA TRAIL SIGNAGE

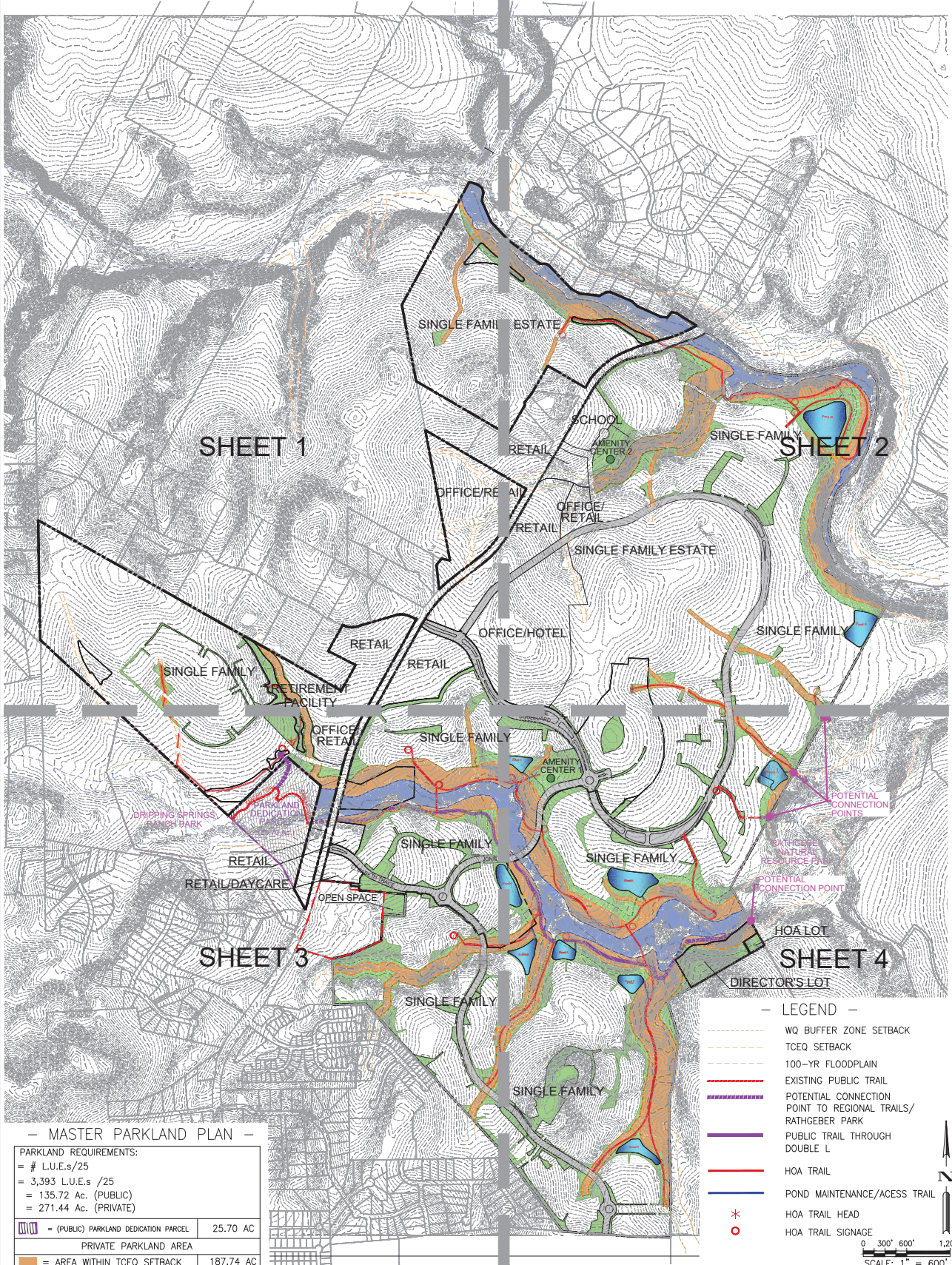
0 300' 600' 1,200'  
SCALE: 1" = 600'

NOTE: ALL TRAILS AROUND LITTLE BARTON CREEK ARE PROPOSED AS 8' WIDE FOR MAINTENANCE ACCESS.

BGE, Inc.  
1701 DIRECTORS BOULEVARD, SUITE 1000  
AUSTIN, TX 78744  
TEL: 512-979-9400 • www.bgeinc.com  
TBP Registration No. F-1048



# DOUBLE 'L' - EXHIBIT B MASTER PARKLAND EXHIBIT (A TREND DEVELOPMENT, INC. COMMUNITY)



— MASTER PARKLAND PLAN —

PARKLAND REQUIREMENTS:	
= # L.U.E.s/25	= 3,393 L.U.E.s /25
= 135.72 Ac. (PUBLIC)	= 271.44 Ac. (PRIVATE)
	25.70 AC
PRIVATE PARKLAND AREA	
	187.74 AC (37.92%)
	228.79 AC (46.22%)
	52.82 AC (10.67%)
TOTAL (PRIVATE & PUBLIC) PARKLAND AREA = 495.05 Ac.	

— TRAIL LINEAR FOOTAGE —

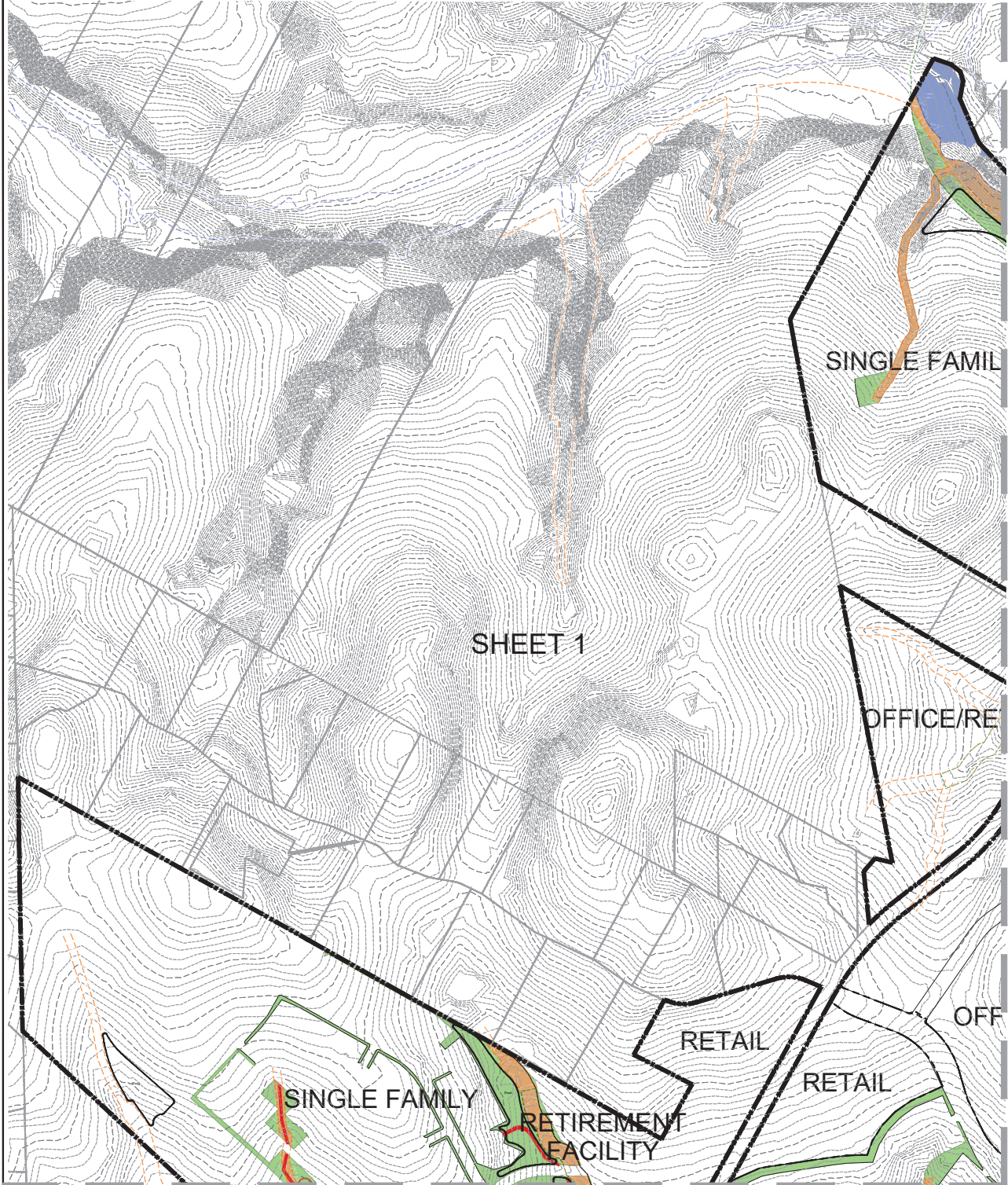
HOA TRAIL	= +/- 32,824 L.F.
PUBLIC TRAIL	= +/- 8,407 L.F.
PUBLIC TRAIL THROUGH DOUBLE 'L'	= +/- 4,008 L.F.
PUBLIC TRAIL CONNECTION TO REGIONAL TRAILS	= +/- 4,399 L.F.

NOTE: ALL TRAILS AROUND LITTLE BARTON CREEK ARE PROPOSED AS 8' WIDE FOR MAINTENANCE ACCESS.

BGE, Inc.  
1701 DIRECTORS BOULEVARD, SUITE 1000  
AUSTIN, TX 78744  
TEL: 512-979-9400 • www.bgeinc.com  
TBPB Registration No. F-1046



# DOUBLE 'L' - EXHIBIT B MASTER PARKLAND EXHIBIT (A TREND DEVELOPMENT, INC. COMMUNITY)



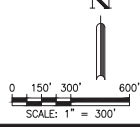
— MASTER PARKLAND PLAN —

PARKLAND REQUIREMENTS:	
= # L.U.E.s/25	
= 3,393 L.U.E.s /25	
= 135.72 Ac. (PUBLIC)	
= 271.44 Ac. (PRIVATE)	
	= (PUBLIC) PARKLAND DEDICATION PARCEL 25.70 AC
PRIVATE PARKLAND AREA	
	= AREA WITHIN TCEQ SETBACK (OUTSIDE FLOODPLAIN) 187.74 AC (37.92%)
	= AREA OUTSIDE FLOODPLAIN (OUTSIDE TCEQ SETBACK) 228.79 AC (46.22%)
	= AREA WITHIN FLOODPLAIN 52.82 AC (10.67%)
TOTAL (PRIVATE & PUBLIC) PARKLAND AREA = 495.05 Ac.	

MATCHLINE : SEE SHEET 3

- LEGEND —
- WQ BUFFER ZONE SETBACK
  - TCEQ SETBACK
  - 100-YR FLOODPLAIN
  - EXISTING PUBLIC TRAIL
  - POTENTIAL CONNECTION POINT TO REGIONAL TRAILS/RATHGEBER PARK
  - PUBLIC TRAIL THROUGH DOUBLE L
  - HOA TRAIL
  - POND MAINTENANCE/ACCESS TRAIL
  - HOA TRAIL HEAD
  - HOA TRAIL SIGNAGE

NOTE: ALL TRAILS AROUND LITTLE BARTON CREEK ARE PROPOSED AS 8' WIDE FOR MAINTENANCE ACCESS.

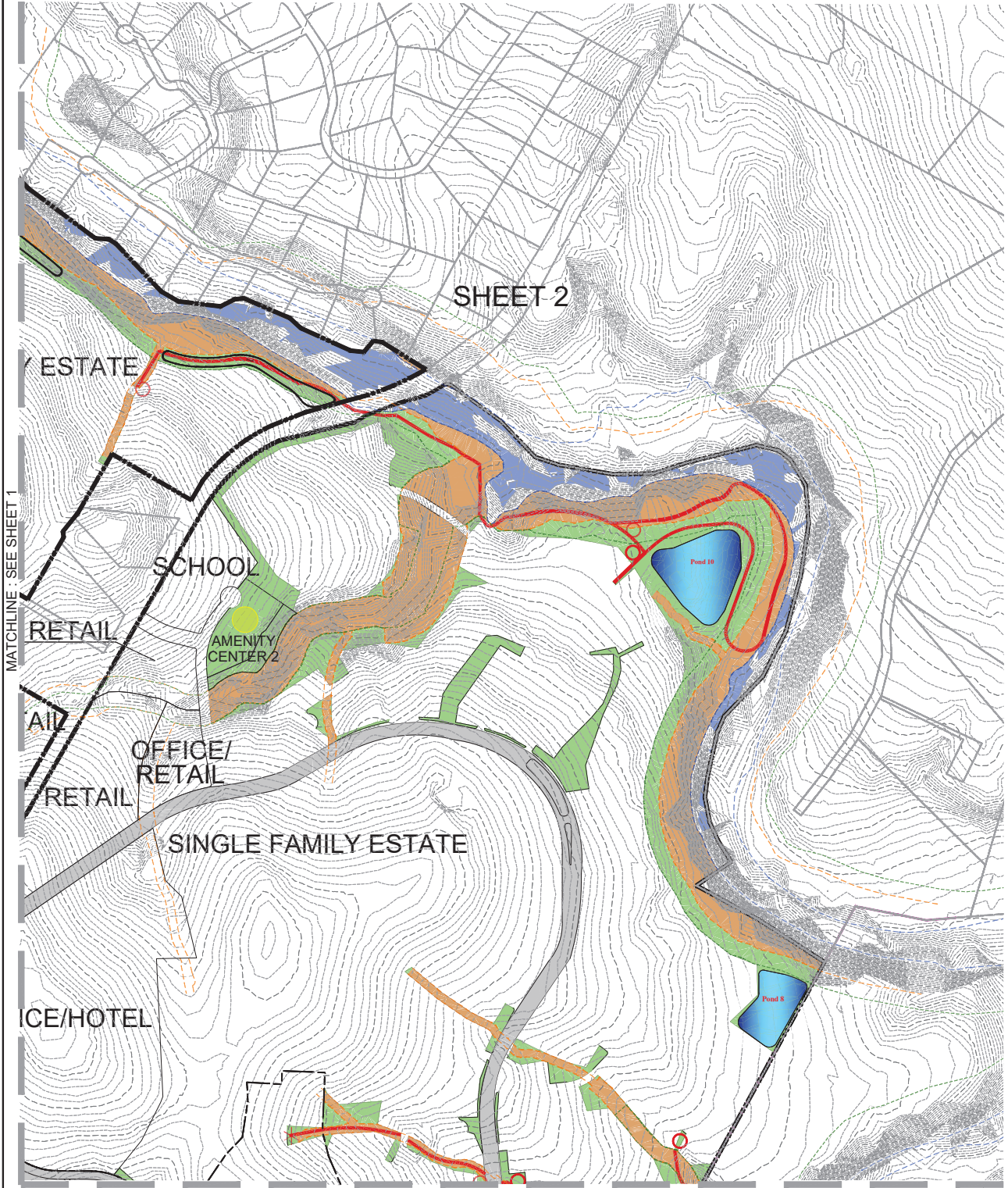


BGE Inc.  
1701 DIRECTORS BOULEVARD, SUITE 1000  
AUSTIN, TX 78744  
TEL: 512-619-6405 • www.bgeinc.com  
TBPE Registration No. F-1048

MATCHLINE : SEE SHEET 2



# DOUBLE 'L' - EXHIBIT B MASTER PARKLAND EXHIBIT (A TREND DEVELOPMENT, INC. COMMUNITY)



— MASTER PARKLAND PLAN —

PARKLAND REQUIREMENTS:  
 = # L.U.E.s/25  
 = 3,393 L.U.E.s /25  
 = 135.72 Ac. (PUBLIC)  
 = 271.44 Ac. (PRIVATE)

	= (PUBLIC) PARKLAND DEDICATION PARCEL	25.70 AC
PRIVATE PARKLAND AREA		
	= AREA WITHIN TCEQ SETBACK (OUTSIDE FLOODPLAIN)	187.74 AC (37.92%)
	= AREA OUTSIDE FLOODPLAIN (OUTSIDE TCEQ SETBACK)	228.79 AC (46.22%)
	= AREA WITHIN FLOODPLAIN	52.82 AC (10.67%)
TOTAL (PRIVATE & PUBLIC) PARKLAND AREA = 495.05 Ac.		

MATCHLINE : SEE SHEET 4

— LEGEND —

- WQ BUFFER ZONE SETBACK
- TCEQ SETBACK
- 100-YR FLOODPLAIN
- EXISTING PUBLIC TRAIL
- POTENTIAL CONNECTION POINT TO REGIONAL TRAILS/RATHEGBER PARK
- PUBLIC TRAIL THROUGH DOUBLE L
- HOA TRAIL
- POND MAINTENANCE/ACCESS TRAIL
- HOA TRAIL HEAD
- HOA TRAIL SIGNAGE

NOTE: ALL TRAILS AROUND LITTLE BARTON CREEK ARE PROPOSED AS 8' WIDE FOR MAINTENANCE ACCESS.

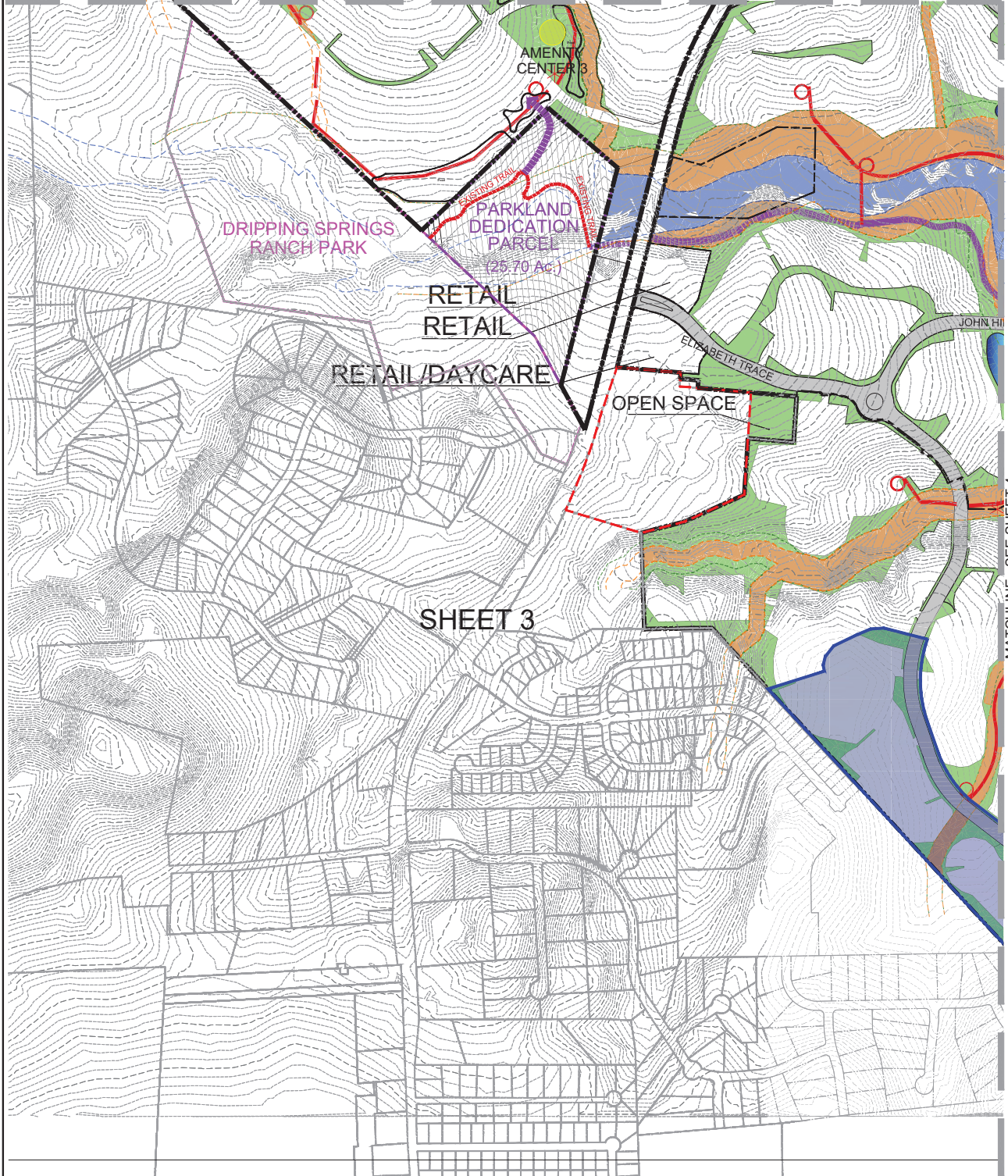
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SCALE: 1" = 300'

BGE Inc.  
1701 DIRECTORS BOULEVARD, SUITE 1000  
AUSTIN, TX 78744  
TEL: 512-619-2400 • www.bgeinc.com  
TBPE Registration No. F-1046



# DOUBLE 'L' - EXHIBIT B MASTER PARKLAND EXHIBIT (A TREND DEVELOPMENT, INC. COMMUNITY)

MATCHLINE : SEE SHEET 1



SHEET 3

MATCHLINE - SEE SHEET 4

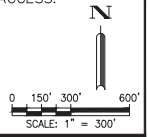
— MASTER PARKLAND PLAN —

PARKLAND REQUIREMENTS:	
= # L.U.E.s/25	
= 3,393 L.U.E.s /25	
= 135.72 Ac. (PUBLIC)	
= 271.44 Ac. (PRIVATE)	
= (PUBLIC) PARKLAND DEDICATION PARCEL	25.70 AC
PRIVATE PARKLAND AREA	
= AREA WITHIN TCEQ SETBACK (OUTSIDE FLOODPLAIN)	187.74 AC (37.92%)
= AREA OUTSIDE FLOODPLAIN (OUTSIDE TCEQ SETBACK)	228.79 AC (46.22%)
= AREA WITHIN FLOODPLAIN	52.82 AC (10.67%)
TOTAL (PRIVATE & PUBLIC) PARKLAND AREA = 495.05 Ac.	

— LEGEND —

- WQ BUFFER ZONE SETBACK
- TCEQ SETBACK
- 100-YR FLOODPLAIN
- EXISTING PUBLIC TRAIL
- POTENTIAL CONNECTION POINT TO REGIONAL TRAILS/ RATHGEBER PARK
- PUBLIC TRAIL THROUGH DOUBLE L
- HOA TRAIL
- POND MAINTENANCE/ACCESS TRAIL
- HOA TRAIL HEAD
- HOA TRAIL SIGNAGE

NOTE: ALL TRAILS AROUND LITTLE BARTON CREEK ARE PROPOSED AS 8' WIDE FOR MAINTENANCE ACCESS.

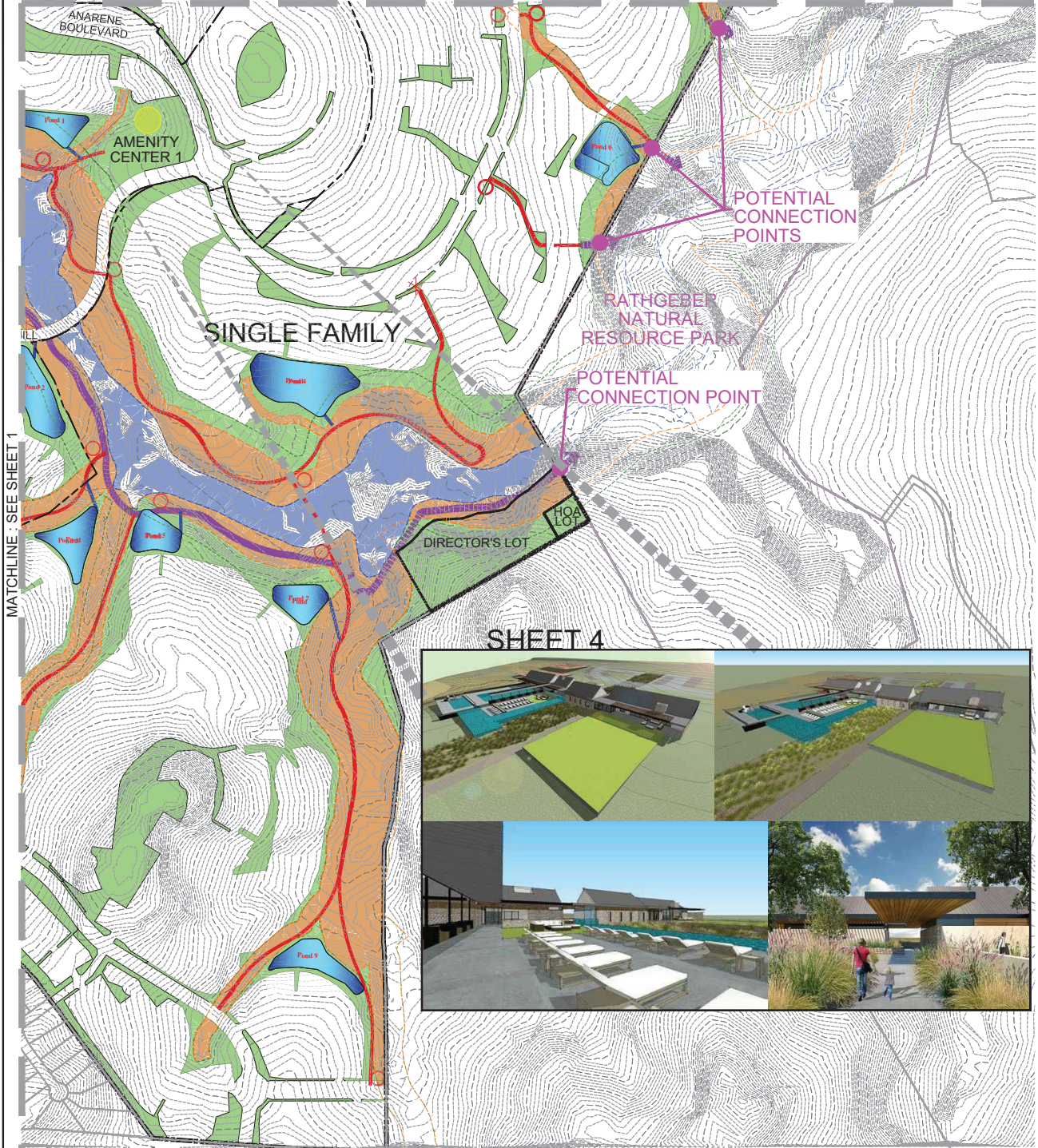


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1701 DIRECTORS BOULEVARD, SUITE 1000  
AUSTIN, TX 78744  
TEL: 512-619-5405 • www.bgeinc.com  
TBPE Registration No. F-1046



# DOUBLE 'L' - EXHIBIT B MASTER PARKLAND EXHIBIT (A TREND DEVELOPMENT, INC. COMMUNITY)

MATCHLINE : SEE SHEET 2



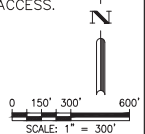
— MASTER PARKLAND PLAN —

PARKLAND REQUIREMENTS:	
= # L.U.E.s/25	
= 3,393 L.U.E.s /25	
= 135.72 Ac. (PUBLIC)	
= 271.44 Ac. (PRIVATE)	
	25.70 AC
PRIVATE PARKLAND AREA	
	187.74 AC (37.92%)
	228.79 AC (46.22%)
	52.82 AC (10.67%)
TOTAL (PRIVATE & PUBLIC) PARKLAND AREA = 495.05 Ac.	

— LEGEND —

- WQ BUFFER ZONE SETBACK
- TCEQ SETBACK
- 100-YR FLOODPLAIN
- EXISTING PUBLIC TRAIL
- POTENTIAL CONNECTION POINT TO REGIONAL TRAILS/RATHGEBER PARK
- PUBLIC TRAIL THROUGH DOUBLE L
- HOA TRAIL
- POND MAINTENANCE/ACCESS TRAIL
- HOA TRAIL HEAD
- HOA TRAIL SIGNAGE

NOTE: ALL TRAILS AROUND LITTLE BARTON CREEK ARE PROPOSED AS 8' WIDE FOR MAINTENANCE ACCESS.

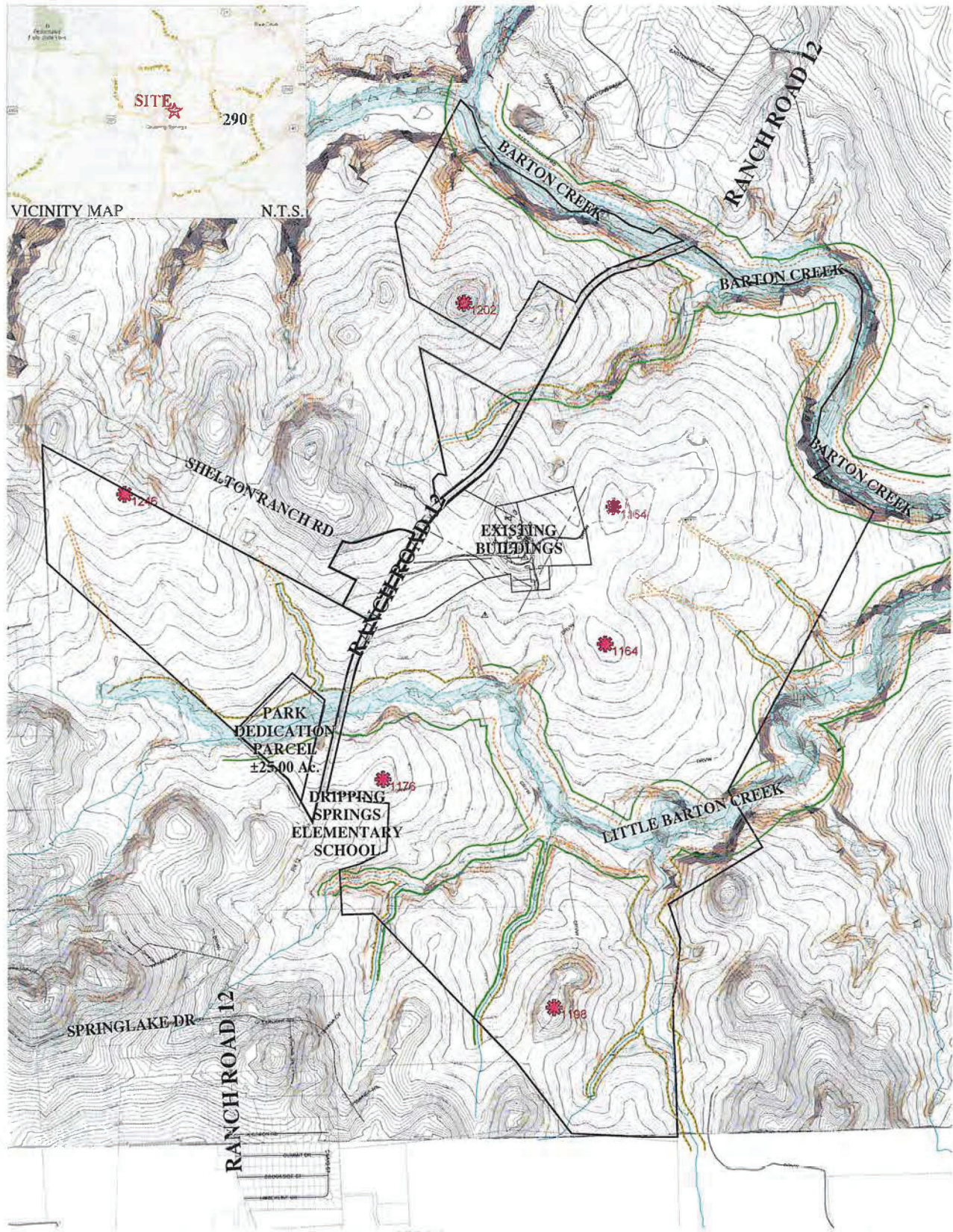


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# EXHIBIT C - Hill Tops Preservation

Item 3.



Color	Layer	Legend	Range Beg.	Range End	Percent	Area
White	SLOPE - VERY SLIGHT		0.00	8.00	61.3	50808670.23
Yellow	SLOPE - SLIGHT		8.00	15.00	13.0	9548315.99
Orange	SLOPE - MODERATE		15.00	25.00	4.1	304866.34
Red	SLOPE - SEVERE		25.00	35.00	1.0	724970.69
Black	SLOPE - VERY SEVERE		35.00	180.00	0.5	401508.78

- LEGEND:**
- Hilltop/ High Point
  - CODS Setback (±302.58 Ac.)
  - Floodplain (±71.65 Ac.)
  - Fish & Wildlife Buffer

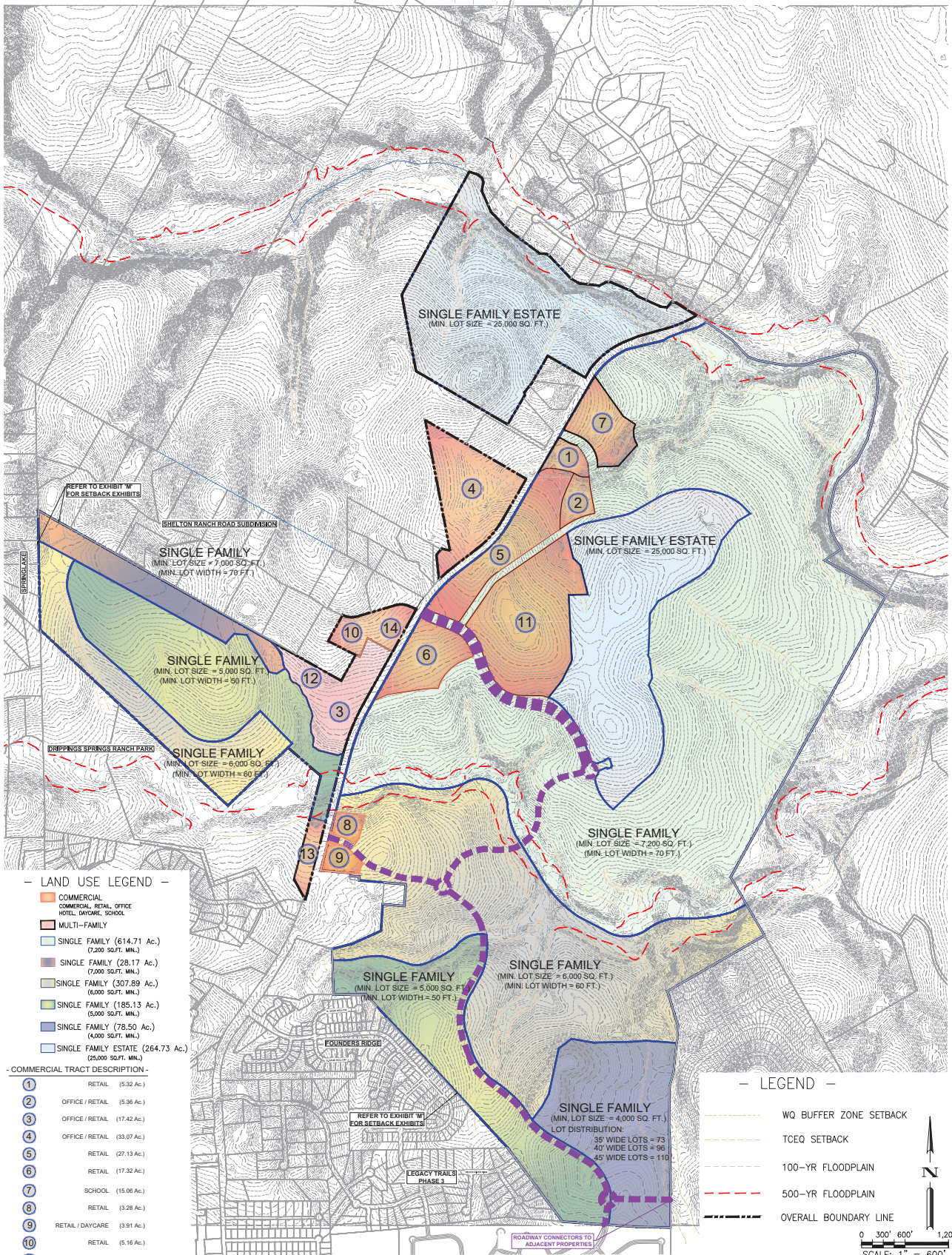
12.1.14

**HILL TOPS PRESERVATION**

SCALE: 1" = 600'



# DOUBLE 'L' - EXHIBIT D CONCEPTUAL MASTER PLAN (A TREND DEVELOPMENT, INC. COMMUNITY)



**LAND USE LEGEND**

- COMMERCIAL  
COMMERCIAL, RETAIL, OFFICE  
HOTEL, DAYCARE, SCHOOL
- MULTI-FAMILY
- SINGLE FAMILY (614.71 Ac.)  
(7,200 SQ.FT. MIN.)
- SINGLE FAMILY (26.17 Ac.)  
(7,000 SQ.FT. MIN.)
- SINGLE FAMILY (307.89 Ac.)  
(6,000 SQ.FT. MIN.)
- SINGLE FAMILY (185.13 Ac.)  
(5,000 SQ.FT. MIN.)
- SINGLE FAMILY (78.50 Ac.)  
(4,000 SQ.FT. MIN.)
- SINGLE FAMILY ESTATE (264.73 Ac.)  
(25,000 SQ.FT. MIN.)

**COMMERCIAL TRACT DESCRIPTION**

1	RETAIL	(5.32 Ac.)
2	OFFICE / RETAIL	(5.36 Ac.)
3	OFFICE / RETAIL	(17.42 Ac.)
4	OFFICE / RETAIL	(33.07 Ac.)
5	RETAIL	(27.13 Ac.)
6	RETAIL	(17.32 Ac.)
7	SCHOOL	(15.08 Ac.)
8	RETAIL	(3.28 Ac.)
9	RETAIL / DAYCARE	(3.91 Ac.)
10	RETAIL	(5.16 Ac.)
11	OFFICE / HOTEL	(5.12 Ac.)
12	RETIREMENT FACILITY	(5.83 Ac.)
13	RETAIL	(5.18 Ac.)
14	RETAIL	(3.75 Ac.)
<b>TOTAL</b>		<b>(195.96 Ac.)</b>

**LEGEND**

- WQ BUFFER ZONE SETBACK
- TCEQ SETBACK
- 100-YR FLOODPLAIN
- 500-YR FLOODPLAIN
- OVERALL BOUNDARY LINE

0 300' 600' 1,200'  
SCALE: 1" = 600'

**NOTE:**  
CONCEPTUAL PLAN AND PROPOSED LAND USES ARE SUBJECT TO CHANGE.

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<b>Code Section (Ordinance)</b>	<b>Summary</b>	<b>Modification</b>
<b>City of Dripping Springs Code of Ordinances currently in effect, 2021</b>		
<b>Chapter 22</b>	<b>General Regulations</b>	
22.05.014(c) <i>(3500.11, §4, adopted 2/20/07)</i>	Hazardous Material Traps (HMT) required on roads with 5,000+ VPD	Eliminate this requirement. HMT requirements will be per TCEQ RG-348 Appendix A Optional Enhanced Measures.
22.05.015 <i>(3500.11, §5, adopted 2/20/07)</i>	Performance Standards for Water Quality BMP's	Eliminate and substitute with comply with TCEQ RG-348 Appendix A Optional Enhanced Measures.
22.05.016(a)(2) <i>(3500.11, §6, adopted 2/20/07)</i>	Maximum Impervious Cover	Maximum impervious cover for all site development plans within the Edwards Aquifer will be as tabulated in Section 3.1.4 of the Agreement. The overall project impervious cover to be 35% maximum.
22.05.016(c) <i>(3500.11, §6, adopted 2/20/07)</i>	The following are IC: (6) Swimming pool surface area.	Modify (6) to Swimming pool surface area unless they provide freeboard volume to contain the Water Quality Volume as required by TCEQ rules.
22.05.17(b) <i>(3500.11, §7, adopted 2/20/07)</i>	Water Quality Buffers	Eliminate 22.05.17 and Buffers per TCEQ RG-348 Appendix A Optional Enhanced Measures shall govern.
22.05.017(d) <i>(3500.11, §7, adopted 2/20/07)</i>	Development in the buffer is limited to critical crossings only and as few as possible; (11) WQ ponds are allowed in the buffer if drainage area is < 128 ac	Allow stacking detention on top of the allowed WQ Ponds; Allow storm outfalls and daylight in the buffer (e.g. pond outfall). Parallel encroachment of utilities within the buffer may be allowed with City Engineer approval.
22.05.022(a)(2) <i>(3500.11, §12, adopted 2/20/07)</i>	Nonresidential construction is to use xeriscape landscaping	Eliminate
22.05.023 <i>(3500.11, §13, adopted 2/20/07)</i>	Structural Controls – Water Quality	Eliminate and substitute with comply with TCEQ RG-348 Appendix A Optional Enhanced Measures.
22.05.025 <i>(3500.11, §15, adopted 2/20/07)</i>	Erosion Hazard Zone setbacks; sections allows for a slope maintenance plan	Eliminate

<b>Code Section</b> <i>(Ordinance)</i>	<b>Summary</b>	<b>Modification</b>
<b>Chapter 26</b>	<b>Sign Ordinance</b>	
26.01.004 <i>(2020-12)</i>	(4) off premises signs are prohibited	Allow an off-site directional sign with comparable design and size to the sign approved for the Wild Ridge Development at the US Hwy 290 and proposed Arterial intersections.
<b>Chapter 28</b>	<b>Subdivision &amp; Site Development</b>	
28.07.004(4) <i>(2019-39, adopted 10/15/19)</i>	The Dripping Springs Technical Criteria (DSTC), Ordinance No. 2019-39, defers to the City of Austin Environmental Criteria Manual (ECM) for the design of Environmental Management Facilities.	No requirement to comply with the City of Austin ECM for Water Quality design purposes. BMP's for water quality control compliant with the Texas Commission on Environmental Quality (TCEQ) Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer (RG-348 Appendix A) are considered as compliant Environmental management facilities.
28 Exh A 5.4.3 <i>(2019-29, adopted 9/10/19)</i>	Requires construction and installation of required public improvements & City Utilities	All public improvements shall be completed or supported by complete fiscal security in accordance with approved construction plans prior to submission of final plat. A final plat shall not be filed for recordation until all improvements and/or fiscal security has been accepted by the City.
28 Exh A 11.21.2 <i>(2019-29, adopted 9/10/19)</i>	Maximum block length and cul-de-sac is 2,000'	Maximum block length and cul-de-sac is 3,000'
28 Exh A 12.2.1 <i>(2019-29, adopted 9/10/19)</i>	Minimum utility easement is 20'	Minimum utility easement is 15'
28 Exh A 12.2.4 <i>(2019-29, adopted 9/10/19)</i>	Front lot PUE is to be 20'	Front lot PUE is to be 10'

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



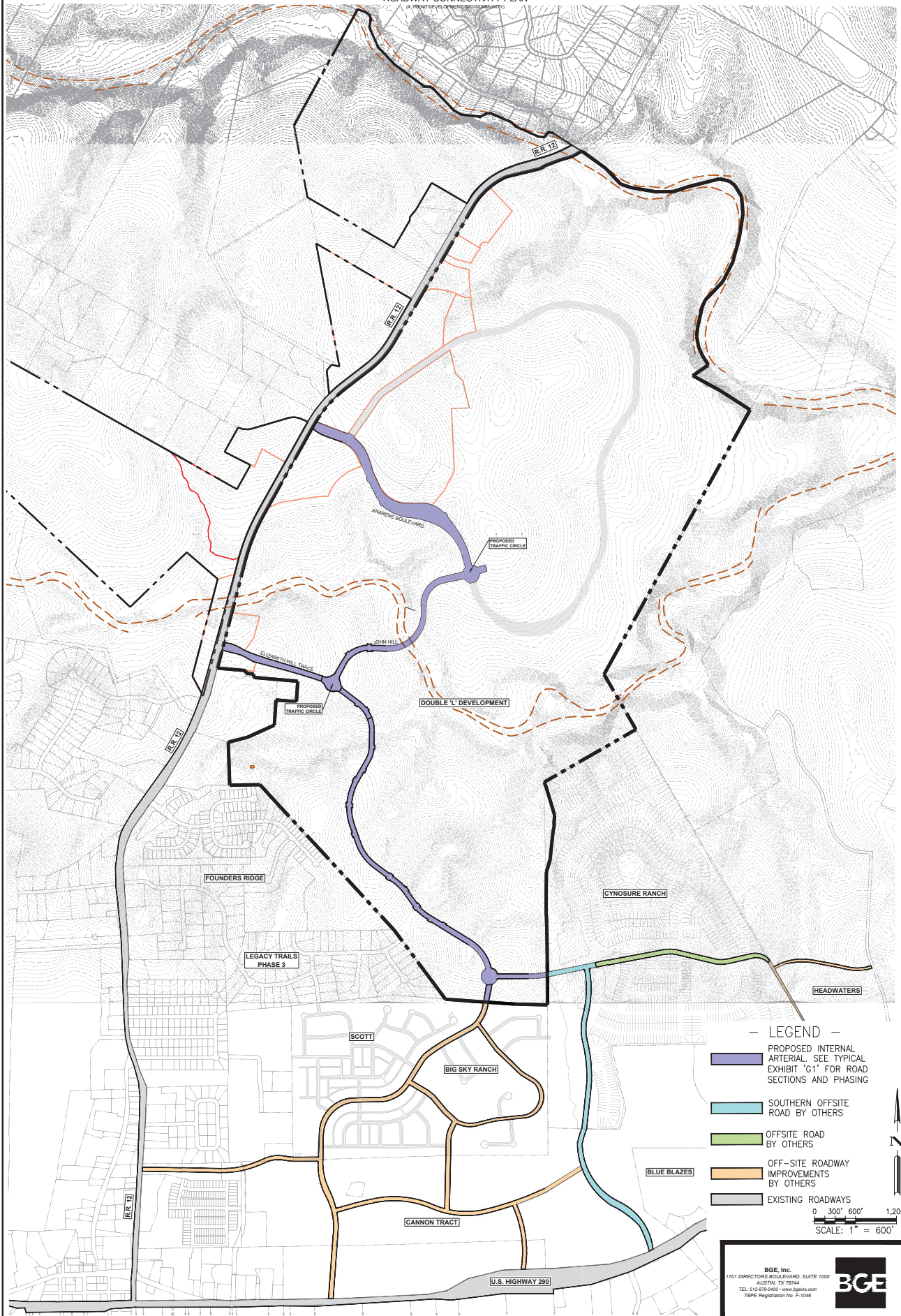
## EXHIBIT F

### Approved Plant List

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

DOUBLE 'L' - EXHIBIT G  
ROADWAY CONNECTIVITY PLAN

Item 3.



— LEGEND —

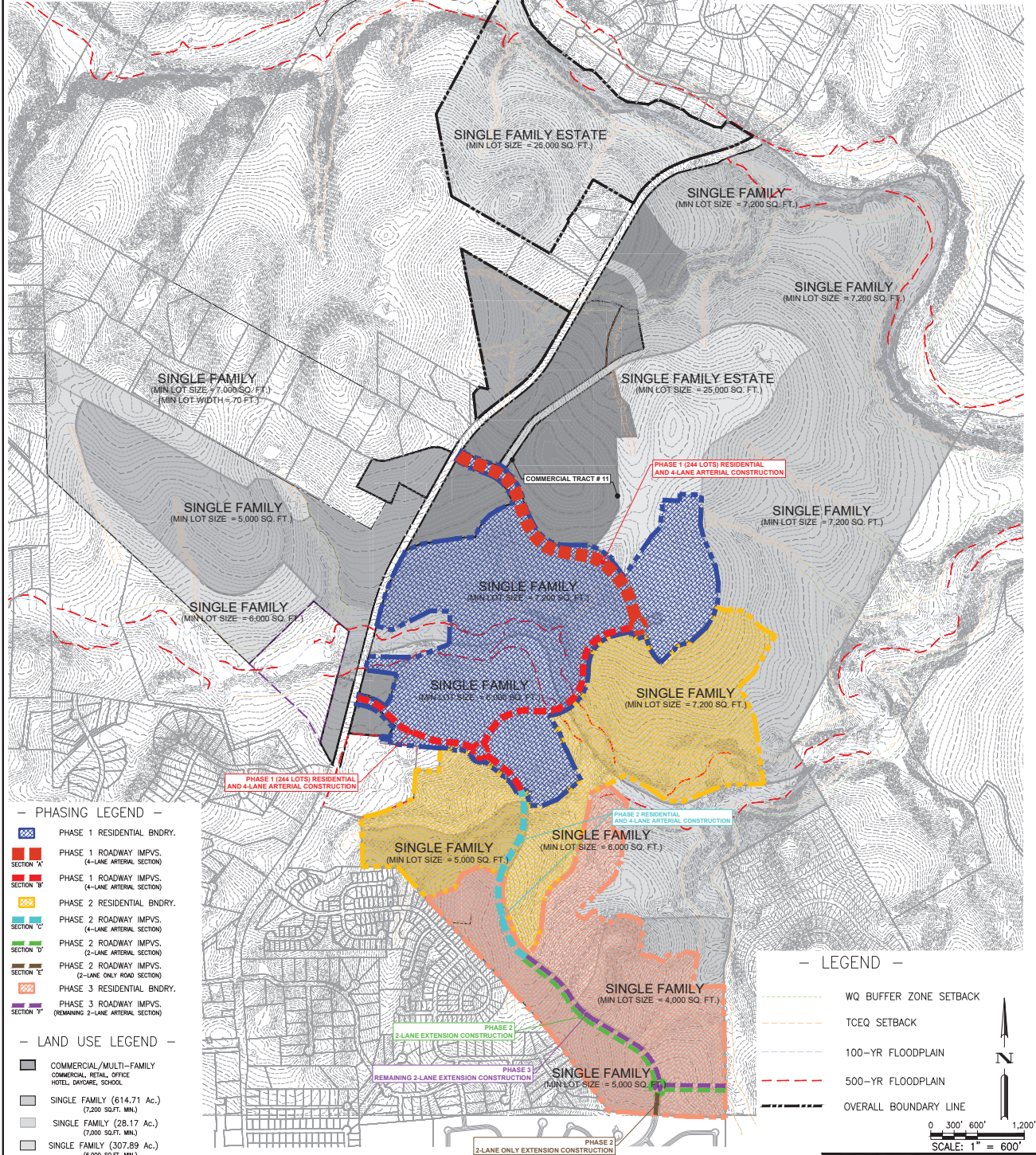
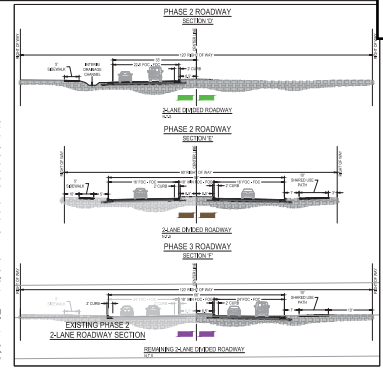
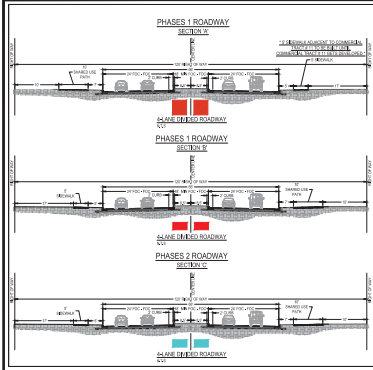
- PROPOSED INTERNAL ARTERIAL. SEE TYPICAL EXHIBIT 'G1' FOR ROAD SECTIONS AND PHASING
- SOUTHERN OFFSITE ROAD BY OTHERS
- OFFSITE ROAD BY OTHERS
- OFF-SITE ROADWAY IMPROVEMENTS BY OTHERS
- EXISTING ROADWAYS

0 300' 600' 1,200'  
SCALE: 1" = 600'

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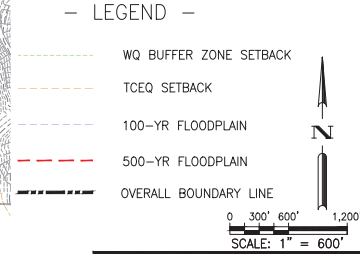
# DOUBLE 'L' - EXHIBIT G-1 ROADWAY CONNECTIVITY PHASING PLAN (A TREND DEVELOPMENT, INC. COMMUNITY)



- PHASING LEGEND -**
- PHASE 1 RESIDENTIAL BNDRY.
  - PHASE 1 ROADWAY IMPVS. (4-LANE ARTERIAL SECTION)
  - PHASE 1 ROADWAY IMPVS. (4-LANE ARTERIAL SECTION)
  - PHASE 2 RESIDENTIAL BNDRY.
  - PHASE 2 ROADWAY IMPVS. (4-LANE ARTERIAL SECTION)
  - PHASE 2 ROADWAY IMPVS. (2-LANE ARTERIAL SECTION)
  - PHASE 2 ROADWAY IMPVS. (2-LANE ONLY ROAD SECTION)
  - PHASE 3 RESIDENTIAL BNDRY.
  - PHASE 3 ROADWAY IMPVS. (REMAINING 2-LANE ARTERIAL SECTION)

- LAND USE LEGEND -**
- COMMERCIAL/MULTI-FAMILY  
COMMERCIAL, RETAIL, OFFICE  
HOTEL, SWINGING, SCHOOL
  - SINGLE FAMILY (614.71 Ac.)  
(7,200 SQ.FT. MIN.)
  - SINGLE FAMILY (28.17 Ac.)  
(7,000 SQ.FT. MIN.)
  - SINGLE FAMILY (307.89 Ac.)  
(6,000 SQ.FT. MIN.)
  - SINGLE FAMILY (185.13 Ac.)  
(5,000 SQ.FT. MIN.)
  - SINGLE FAMILY (78.50 Ac.)  
(4,000 SQ.FT. MIN.)
  - SINGLE FAMILY ESTATE (264.73 Ac.)  
(25,000 SQ.FT. MIN.)

**NOTE:**  
CONCEPTUAL PLAN SUBJECT TO CHANGE.



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Impervious Cover Assumption for Single Family Lots	
Lot size	Assumed Impervious Cover (sq.ft)
<10000 sq.ft	4,375
10000 sq.ft - 15000 sq.ft	5,000
15000 sq.ft - 1 ac	6,250
1-3 ac	8,500
>3 ac	8,750



Maximum Allowed Impervious Cover for Single Family Lots	
Typical Lot Size (Lot Width Measured at Front Setback)	Maximum Impervious Cover
35' (35'-39')	65%
40' (40'-44')	65%
45' (45'-49')	65%
50' (50'-59')	65%
60' (60'-69')	65%
70' (70'-79')	65%
80' (80'-89')	60%
90' (90'-104')	55%
105' to less than 1 Acre	55%
1 Acre	35%
1-3 Acres	35%

**EXHIBIT J**

<b>APPROVED VARIANCES</b>	
<b>Vested Ordinances in effect in 2012 to be adopted under this Agreement</b>	
<b>Volume 2, Article 15, Chapter 20, Subchapter A</b>	<b>Comments</b>
<b>Ordinance No. 1230.6</b>	
Section 1. General Procedures	
Section 1.3.2 – The provisions of this Chapter shall apply to the following forms of land subdivision and development activity within the City and its ETJ: (f) The Development of an Apartment Project or Condominium Project.	Keep for managed care facility
<b>Chapter 13 – Landscape Ordinance</b>	
<b>Ordinance No. 6300.10 - Attached</b>	Adopt entire ordinance

CITY OF DRIPPING SPRINGS

ORDINANCE No. 6300.10

LANDSCAPING

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

**WHEREAS,** the City Council of the City of Dripping Springs (“City Council”) seeks to improve the community through long-term environmental care and stewardship; and

**WHEREAS,** the City Council seeks to protect the Trinity and Edwards Aquifer recharge zone, the Balcones Escarpment, and the Onion Creek, Bear Creek, and Barton Creek Watersheds; and

**WHEREAS,** the City Council seeks to attract and improve the City’s business climate and attract residents and retain business by ensuring the City’s atmosphere includes attractive landscaping and the comfort of native shade trees; and

**WHEREAS,** the City Council finds that to protect, preserve, and promote nature in the city in turn protects the public health, safety, and welfare of the community’s residents; and

**WHEREAS,** the City is undergoing substantial growth and construction, and the City Council seeks to ensure revegetation following common construction activities; and

**WHEREAS,** the City Council has determined that trees are vital to community health, human health, water conservation, and the economy; and

**WHEREAS,** the City Council has determined that landscaping preserves erosive slopes, reduces surface water runoff, provides for native habitats, and provides privacy, noise reduction, and a reduction in headlight glare, thus ensuring and sustaining a healthy environment; and

**WHEREAS,** nationally municipalities are embracing landscaping ordinances that protect the health, safety, and welfare of the community in an environmentally, historically, geographically, and aesthetically sensitive manner; and

**WHEREAS**, responsible regulation of landscaping is integral to the City's Water Quality Protection Program; and

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

**WHEREAS**, pursuant to Section 217.002 of the Texas Local Government Code, as a Type-A General Law municipality, the City has the authority to adopt ordinances that define, declare, abate, and remove nuisances; and

**WHEREAS**, pursuant to Texas Local Government Code Chapter 211, the City has general authority to regulate zoning; pursuant to Texas Local Government Code Chapter 214 the City has the authority to adopt ordinances that regulate housing; and pursuant to Texas Water Code Section 26.177, a city may establish a water pollution control and abatement program; and

**WHEREAS**, the landscaping and tree preservation standards established by this Ordinance are consistent with the City Council's comprehensive effort to preserve the cultural, historical, ecological, and geological treasures of the City and enhance economic development; and

**WHEREAS**, the City Council finds that it is necessary and proper for the good government, peace, or order of the City of Dripping Springs to adopt this Ordinance regulating landscaping.

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

### **1. FINDINGS OF FACT**

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

### **2. ENACTMENT**

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

### **3. REPEALER**

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



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

#### 4. SEVERABILITY

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

#### 5. CODIFICATION

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

#### 6. EFFECTIVE DATE

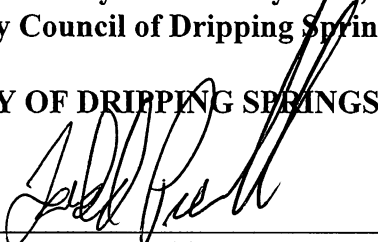
This Ordinance shall be effective immediately upon passage and publication as provided for by law.

#### 7. PROPER NOTICE & MEETING

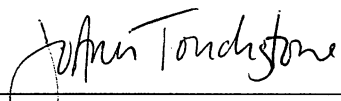
It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided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

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

**CITY OF DRIPPING SPRINGS:**

by:   
 \_\_\_\_\_  
 Mayor Todd Purcell

**ATTEST:**

  
 \_\_\_\_\_  
 Jo Ann Touchstone, City Secretary

**APPROVED AS TO FORM:**  
Alan J. Bojorquez, City Attorney

*Attachment "A"*

**City of Dripping Springs**  
**CODE OF ORDINANCES**  
**VOLUME: 2**  
**ARTICLE 15**  
**CHAPTER 13**

## SECTION 1. ENACTMENT PROVISIONS

### 1.1. Popular Name

This Chapter shall be commonly cited as the “Landscape Ordinance”.

### 1.2. Purpose

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

#### 1.2.1 Health, Welfare, & General Well-Being

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

#### 1.2.2 Water Conservation & Drainage

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

### 1.3. Scope

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

## SECTION 2. DEFINITIONS

### 2.1. Interpretation

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



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

## 2.2. Terminology

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

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

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

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

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

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

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

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

**Designated Tree:** Any of the following:

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

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

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

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

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

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

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

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

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

### SECTION 3. ADMINISTRATION

#### 3.1 Application

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

#### 3.2. Landscaping Fund

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

#### 3.3. Prohibition

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

## SECTION 4. LANDSCAPING

### 4.1. Landscape Requirements

#### 4.1.1. Landscape Buffer Planting Requirements:

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

#### 4.1.2. Landscape Buffer Spacing Requirements:

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

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

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

### 4.2. Landscape Plan & Tree Survey Submittal

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

### 4.3. Parking Area Landscaping Requirements

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

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

#### 4.4. Dumpster Screening

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

#### 4.5. Landscape Maintenance Requirements

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

#### 4.6. Integrated Pest Management

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

#### 4.7. Tree Preservation Requirements



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

#### 4.8. Irrigation Requirements

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

### SECTION 5. PROHIBITION

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

## SECTION 6. ENFORCEMENT

### 6.1. Compliance

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

### 6.2. Civil & Criminal Penalties

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

### 6.3 Criminal Prosecution

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

### 6.4 Civil Remedies

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

**6.4.1 Injunctive relief** to prevent specific conduct that violates the Chapter or to require specific conduct that is necessary for compliance with the Chapter; and

**6.4.2 A civil penalty** up to five hundred dollars (\$500.00) a day to be deposited in the Landscaping Fund, when it is shown that the defendant was actually notified of the provisions of the Chapter and after receiving notice committed acts in violation of the Chapter or failed to take action necessary for compliance with the Chapter; and other available relief.

**6.4.3. Stop Work Order.** In the event work is not being performed in accordance with this Chapter, the City shall issue a stop work order and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop work order is in effect.

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

THE STATE OF TEXAS

COUNTY OF HAYS

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

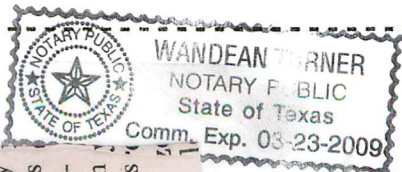
That the attached LEGAL NOTICE was published in THE NEWS DISPATCH, a newspaper published in the English language, published in Dripping Springs, Texas, and having a general circulation within the CITY OF DRIPPING SPRINGS & the CITY OF WIMBERLEY, Texas, and the COUNTY OF HAYS, TEXAS, in the following issues: Feb. 21, 2008 - Ord. # 6300.1

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

Dale Roberson  
Dale Roberson

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

Wandean Turner  
Notary Public



**LEGAL NOTICES**

**PUBLIC NOTICE**

City of Dripping Springs and City Council Passed and Approved Landscaping Ordinance No. 6300.1 on February 12, 2008: An Ordinance Enacting Volume 2, Article 15, Chapter 13 of the Dripping Springs Code of Ordinances; Establishing Regulations for Landscaping and Tree Preservation; Providing for the Following: Rules; Standards; Procedures; Criminal Penalties not to Exceed \$2,000 or Civil Penalties of up to \$500 per Violation; and, Severability. Any person violating any provision of this Ordinance shall, upon conviction, be fined a sum not exceeding two thousand dollars (\$2000.00). Each day that a provision of this Ordinance is violated shall constitute a separate offense. An offense under this Ordinance is a misdemeanor.

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



### EXHIBIT L

#### Tree Planting Requirements

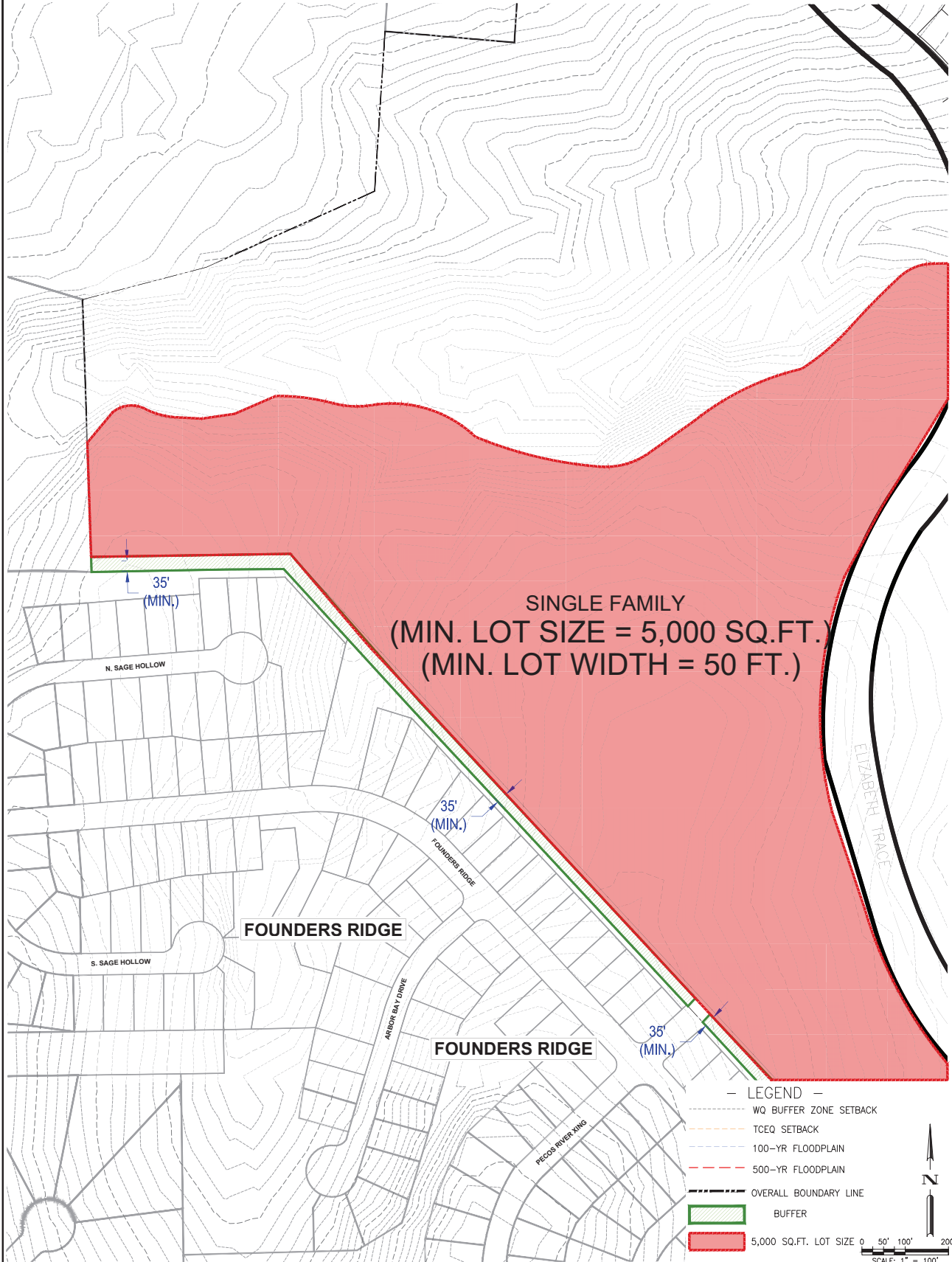
Tree Classification:

Shade Trees (Large Trees) are required to be 3 caliper inches or greater in diameter at time of planting. These trees are larger in size and primarily function to create shade in the landscape.

Ornamental Trees (small trees) are required to be 2-3 caliper inches in diameter at time of planting. These trees are smaller, colorful species that add color and accent to a landscape.

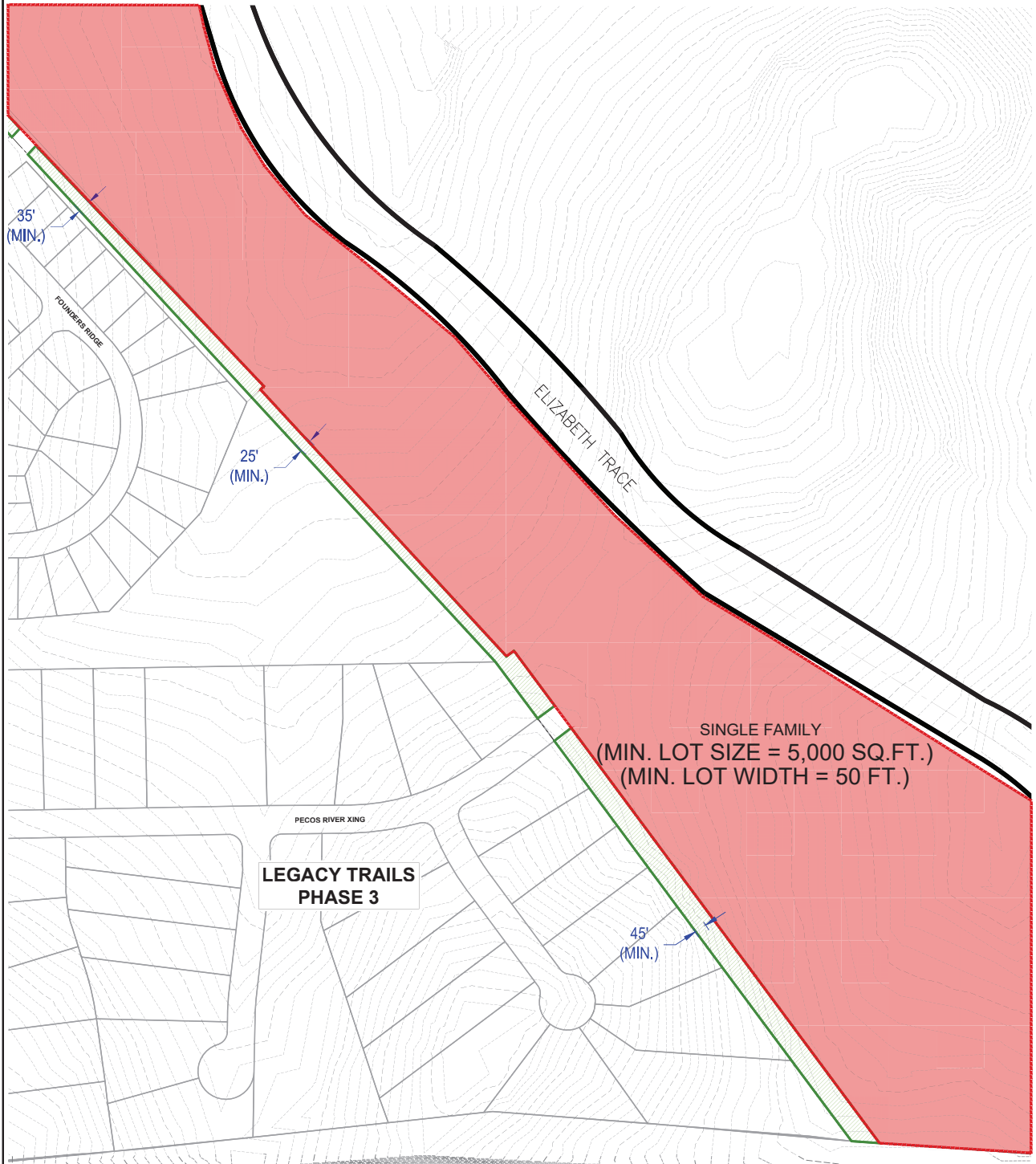
Lot Sizes	Tree Requirements
35' & 40' (35'-44') Lots	A minimum of one (1) shade tree in the front yard. One (1) shade tree in the rear yard if the lot backs up to a public use area.
45' & 50' (45'-59') Lots	A minimum of one (1) shade tree in the front yard. One (1) shade tree in the rear yard if the lot backs up to a public use area.
60' & 70' (60'-79') Lots	A minimum of two (2) shade trees and one (1) ornamental tree
80' & 90' (80'-104') Lots	A minimum of three (3) shade trees and two (2) ornamental trees
105' (105-less than an Acre) Lots	A minimum of four (4) shade trees and two (2) ornamental trees
Acreage (Acre and above) Lots	A minimum of four (4) shade trees and three (3) ornamental trees

DOUBLE 'L' - EXHIBIT M  
SETBACK EXHIBIT (1-of-3)  
(A TREND DEVELOPMENT, INC. COMMUNITY)



BGE, Inc.  
1701 DIRECTORS BOULEVARD, SUITE 1000  
AUSTIN, TX 78744  
TEL: 512-979-0400 • www.bgeinc.com  
TBPB Registration No. F-1046

# DOUBLE 'L' - EXHIBIT M SETBACK EXHIBIT (2-of-3) (A TREND DEVELOPMENT, INC. COMMUNITY)



**SINGLE FAMILY**  
(MIN. LOT SIZE = 5,000 SQ.FT.)  
(MIN. LOT WIDTH = 50 FT.)

**LEGACY TRAILS  
PHASE 3**

**LEGEND**

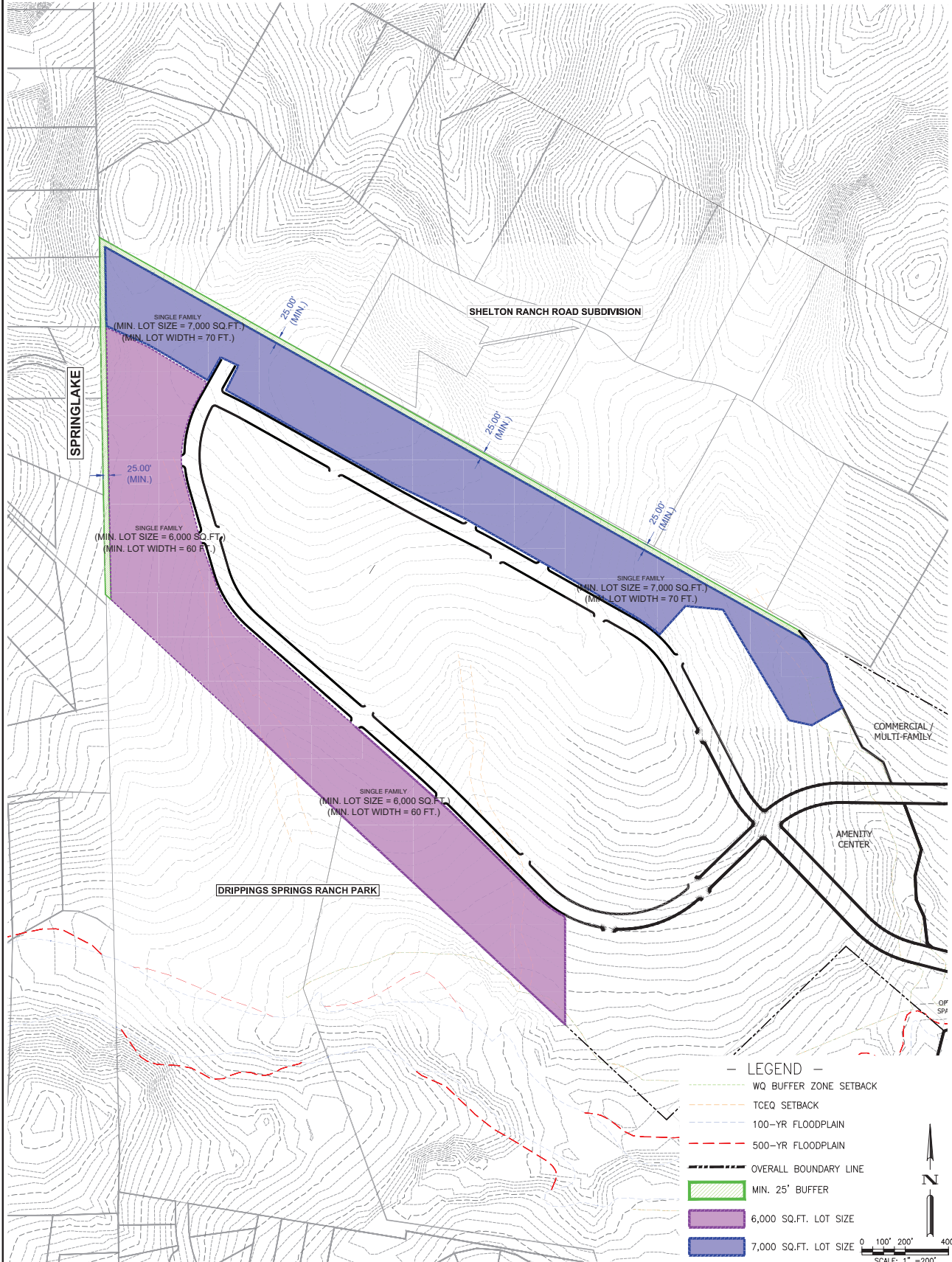
- WQ BUFFER ZONE SETBACK
- TCEQ SETBACK
- 100-YR FLOODPLAIN
- 500-YR FLOODPLAIN
- OVERALL BOUNDARY LINE
- MIN. 25' BUFFER
- 5,000 SQ.FT. LOT SIZE

0 50' 100' 200'  
SCALE: 1" = 100'

BGE, Inc.  
1701 DIRECTORS BOULEVARD, SUITE 1000  
AUSTIN, TX 78744  
TEL: 512-979-0400 • www.bgeinc.com  
TBPE Registration No. F-1046



# DOUBLE 'L' - EXHIBIT M SETBACK EXHIBIT (3-of-3) (A TREND DEVELOPMENT, INC. COMMUNITY)



**LEGEND**

- WQ BUFFER ZONE SETBACK
- TCEQ SETBACK
- 100-YR FLOODPLAIN
- 500-YR FLOODPLAIN
- OVERALL BOUNDARY LINE
- MIN. 25' BUFFER
- 6,000 SQ.FT. LOT SIZE
- 7,000 SQ.FT. LOT SIZE

0 100' 200' 400'  
SCALE: 1" = 200'

BGE, Inc.  
1701 DIRECTORS BOULEVARD, SUITE 1000  
AUSTIN, TX 78744  
TEL: 512-919-0460 • www.bgeinc.com  
TBPB Registration No. F-1046



**EXHIBIT N  
LOT MIX AND ALLOWED VARIANCE**

<b>LOT TYPE</b>	<b>TOTAL</b>	<b>5% ALLOWED VARIANCE*</b>	<b>HIGH LIMIT</b>	<b>LOWER LIMIT</b>
35'	73	0	73	73
40'	96	0	96	96
45'	110	0	110	110
50'	417	21	438	396
60'	302	15	317	287
70'	315	16	331	299
80'	269	13	282	256
90'	282	14	296	268
105' TO 0.75 Acre	178	9	187	169
0.75 Acre to 1.0 Acre	189	9	198	180
	2231			

**\*MAXIMUM OVERALL LOT INCREASE CAPPED AT 75 LOTS**



**DRIPPING SPRINGS**  
Texas

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

**From:** Shawn Cox, Finance Director/City Treasurer 

**Date:** November 16, 2021

**RE:** October 2021 City Treasurer's Report

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**General Fund:**

The General Fund received **\$765,965.18** in revenues for October. This includes \$ 317,159.68 in Sales Tax, of which \$234,123.38 is considered City Revenues and not allocated to either the Wastewater Fund or through agreements. This represents a 17% increase over October 2020. A total of \$241,181.26 was collected in Building Code Fees. Additionally, \$168,798.00 was collected in Subdivision Fees.

The Emergency Management vehicle was purchased for \$38,143.00. This is \$8,857.00 less than what was budgeted. While some of this savings will be utilized to outfit the vehicle, it is not expected to require it all.

**Wastewater Utility Fund:**

For October, **\$221,907.37** was received in revenues. This included \$63,431.94 which was transferred from the General Fund for the Wastewater's portion of monthly sales tax collections. A total of \$96,841.88 was received for Wastewater Fees.

The City's first two Wastewater Operations employees started on October 1 in preparation of taking over operations of the City Wastewater services.

**Dripping Springs Ranch Park (DSRP):**

**\$21,595.01** in revenues were collected for October. This includes \$11,512.50 in Facility Rental Fees, \$3,085.00 in Riding Permit Fees, \$2,635.00 in RV Site Rentals, and \$1,355.00 in Stall Rentals. Except for Stall Rentals, the other revenue line items mentioned are ahead of estimated monthly projections.

DSRP expenditures are in line with estimated monthly projections.

**Banking:**

On October 31<sup>st</sup>, the City's cash balances were **\$21.247 Million**. This is a 5% increase from the previous month's cash balances. Contributing to the 5% increase was the collection of over \$206,000.00 in Hotel Occupancy Tax (HOT) revenues. This included collection from eleven (11) new operators who had not previously paid the City. A total of **\$20,558.81** was collected in interest revenues for the Month of October.



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

**Submitted By:** Michelle Fischer, City Administrator

**Council Meeting Date:** November 26, 2021

**Agenda Item Wording:** Discuss and consider approval of a Resolution of the City of Dripping Springs authorizing the expenditure of American Rescue Plan Coronavirus Local Fiscal Recovery Funds for the Dr. Pound Farmstead.

**Agenda Item Requestor:** Mayor Bill Foulds, Jr.

**Summary/Background:** The City has identified the Dr. Pound Farmstead as a nonprofit organization eligible to receive Coronavirus Local Fiscal Recovery Funds (CLFRF) due to the negative economic impacts caused by the Coronavirus.

The Dr. Pound Farmstead relies on tourism for its revenues and tourism was negatively impacted by the Coronavirus.

The Dr. Pound Farmstead, located adjacent to the City's Founders Memorial Park, was once owned by the City of Dripping Springs, is one of the City's most important historical landmarks, became a Texas State Historic Landmark in 1963, and was entered into the National Register of Historic Places in 1995.

City staff has found it to be in the best interest of the community to assist the Dr. Pound Farmstead by providing funds to offset its lost revenues which will allow it to operate and be maintained for the good of the Dripping Springs community.

The Dr. Pound Farmstead reported that the total loss of revenues were approximately \$79,000 in 2020 and it received approximately \$16,250 in relief aid from other grant funds/agencies. The deficit remaining is \$62,750.

**Commission Recommendations:**

N/A

**Recommended Council Actions:**

Approve the resolution which will authorize \$31,375 of CLFRF Funds be allocated to the Dr. Pound Farmstead to offset lost revenues in 2020; and authorize the City Administrator to negotiate and execute the contract to donate the funds to the Dr. Pound Farmstead.

**Attachments:** Resolution

**Next Steps/Schedule:** If approved, staff will negotiate and execute contact with Dr. Pound Farmstead for the donation of funds. Amend FY 2022 Budget to reflect authorized expense.



**CITY OF DRIPPING SPRINGS**

**RESOLUTION No. 2021 – RXX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, AUTHORIZING THE USE OF CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF) FOR ELIGIBLE COSTS NOT TO EXCEED \$31,375.

**WHEREAS**, the City of Dripping Springs, Texas (“CITY”) is recognized as an eligible city for purposes of the State of Texas Department of Emergency Management (“TDEM”) allocation of Coronavirus Local Fiscal Recovery Fund (“CLFRF”); and

**WHEREAS**, the City has identified the Dr. Pound Farmstead as a nonprofit organization eligible to receive CLFRF funds due to the negative economic impacts caused by the Coronavirus; and

**WHEREAS**, the Dr. Pound Farmstead relies on tourism for its revenues and tourism was negatively impacted by the Coronavirus; and

**WHEREAS**, the Dr. Pound Farmstead, located adjacent to the City’s Founders Memorial Park, was once owned by the City of Dripping Springs, is one of the City’s most important historical landmarks, became a Texas State Historic Landmark in 1963, and was entered into the National Register of Historic Places in 1995; and

**WHEREAS**, the City has found it to be in the best interest of the community to assist the Dr. Pound Farmstead by providing funds to offset its lost revenues which will allow it to operate and be maintained for the good of the Dripping Springs community; and

**WHEREAS**, the use of these funds to maintain the Dr. Pound Farmstead is for a public, municipal purpose benefitting the City and its residents.

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

1. That \$31,375 of CLFRF Funds be allocated to the Dr. Pound Farmstead to offset lost revenues in 2020.
2. That the City Council authorizes the City Administrator to negotiate and execute the contract to donate the funds to the Dr. Pound Farmstead.
3. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**PASSED AND APPROVED**, this \_\_\_\_ day of \_\_\_\_\_ 2021, by a vote of \_\_ (ayes) to \_\_ (nays) to 0 (abstentions) of the City Council of the City of Dripping Springs, Texas.

**The City of Dripping Springs:**

\_\_\_\_\_  
Bill Foulds, Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary

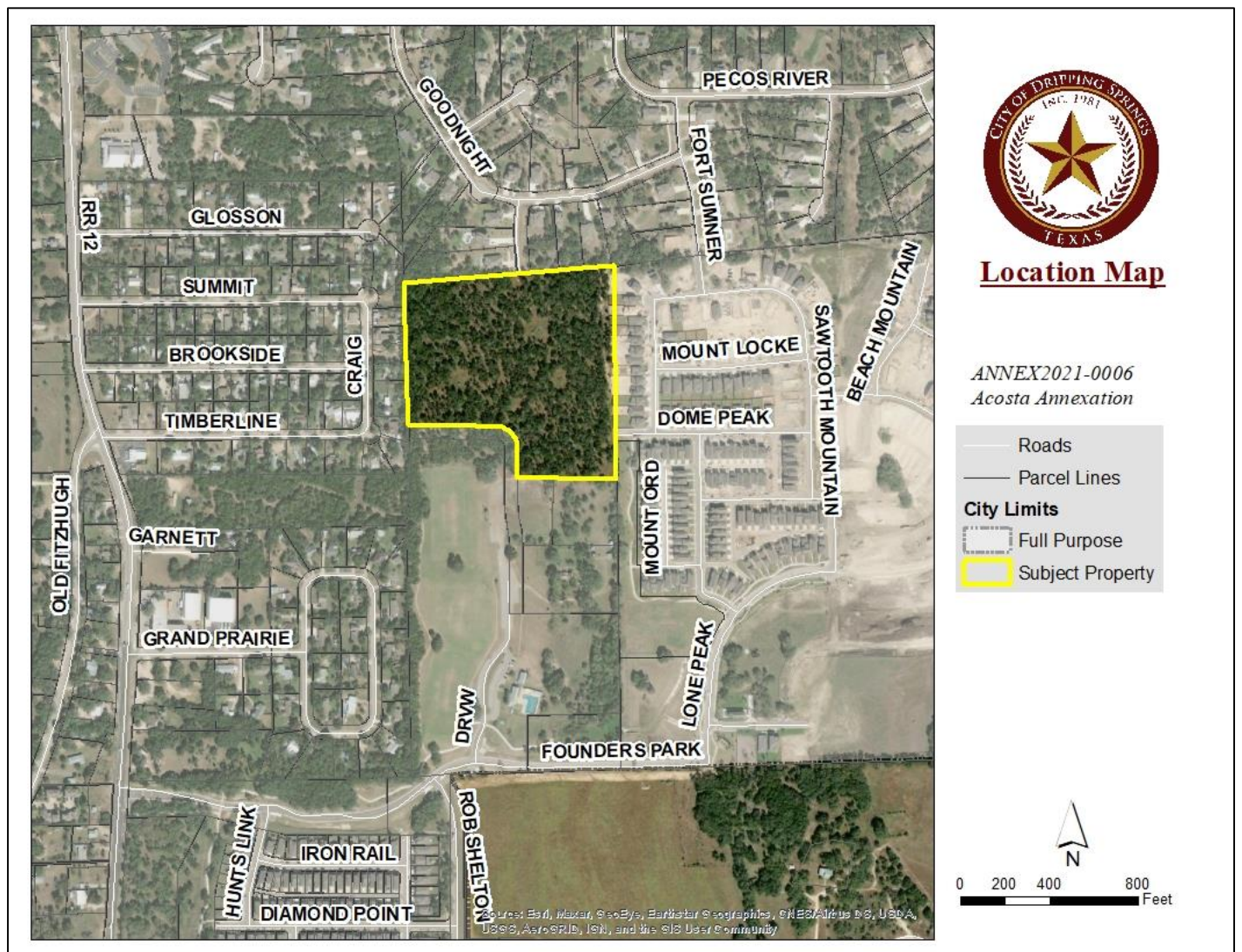


# City Council Planning Department Staff Report

**City Council Meeting:** November 16, 2021  
**Project No:** ANNEX2021-0006  
**Project Planner:** Tory Carpenter, Senior Planner

### Item Details

**Project Name:** Acosta Annexation  
**Property Location:** Trincheras Pass  
**Legal Description:** 17.07 Acres out of the Philip A. Smith Survey  
**Applicant:** Gilbert J. Guerra; Rio Delta Engineering  
**Property Owners:** Acosta Holdings Company, Inc.  
**Request:** Request for voluntary annexation and to begin negotiations regarding a service agreement.



**Overview**

The applicant is requesting annexation of approximately 17.07 acres into the City Limits for a residential subdivision. The property would be accessed from the existing Poundhouse Hills and Big Sky subdivisions.

The applicant is also proposing to rezone the site to SF-2, Moderate Density Residential which may be considered at the meetings outlined below. This development would consist of 17 lots and sewer service would be provide by on-site septic systems.

**Proposed Annexation and Zoning Schedule**

November 16, 2021 – City Council takes action on moving forward with the proposed annexation and allowing staff to negotiate the services agreement.

January 25, 2022 – The Planning & Zoning Commission will conduct a public hearing and consider the proposed zoning designation of SF-2.

February 15, 2021 – City Council will approve the municipal services agreement and conduct a public hearing regarding the annexation of the property.

February 15, 2021 – City Council will conduct a public hearing and consider the proposed zoning designation of SF-2.

**Public Notification**

None required at this time, but notice will be published for the public hearing annexation, as well as the proposed rezoning in accordance with the City’s Code of Ordinances, as well as State Law.

**Annexation Pros & Cons**

**ETJ Annexation Comparison**

	<b>ETJ</b>	<b>City Limits (SF-2)</b>
<b>Impervious Cover</b>	35%	40%
<b>Landscaping</b>	Does not apply	Applies
<b>Lighting Ordinance</b>	Does not apply (unless variance requested)	Applies
<b>City Property Tax</b>	Does not apply	Applies
<b>Land Use Control</b>	None	Limited to Single-Family

**Attachments**

Exhibit 1: Annexation Request

Exhibit 2: Property Survey

Recommended Action:	Staff recommends approval of this request for annexation.
Alternatives/Options:	Deny of the proposed annexation.
Budget/Financial Impact:	None calculated at this time, however, those properties in the city limits will be subject to property taxes.
Public Comments:	No public comment was received for this request.
Enforcement Issues:	N/A







**DRIPPING SPRINGS**  
Texas

Item 6.

**City of Dripping Springs**

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

**ANNEXATION APPLICATION**

Case Number (staff use only): \_\_\_\_\_ - \_\_\_\_\_

**CONTACT INFORMATION**

PROPERTY OWNER NAME Acosta Holding Company, Inc.  
STREET ADDRESS 9860 FM 967  
CITY Buda STATE Texas ZIP CODE 78610-3464  
PHONE 512-748-7803 EMAIL cmacustom@aol.com

APPLICANT NAME Gilbert J. Guerra, P.E.  
COMPANY Rio Delta Engineering  
STREET ADDRESS 16607 Blanco Rd., Ste. 1403  
CITY San Antonio STATE Texas ZIP CODE 78232  
PHONE 956-624-8510 EMAIL gilbert@riodeltaengineering.com

**TYPE OF ANNEXATION APPLICATION**

PROPERTY OWNER(S) WITH ANNEXATION AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 43.0671).

VOTERS-LESS THAN 200 POPULATION-AT LEAST 50% APPROVAL (TEXAS LOCAL GOVERNMENT CODE 43.0681)

DEVELOPMENT AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 212.172)

<b>PROPERTY INFORMATION</b>	
PROPERTY OWNER NAME	Acosta Holding Company, Inc.
PROPERTY ADDRESS	Founder's Rd. Dripping Springs, Texas
CURRENT LEGAL DESCRIPTION	ABS 415 Philip A. Smith Survey, 17.07 ac.
TAX ID#	85794
CURRENT LAND USE	Ag
REQUESTED ZONING	SF-2
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	<p>The owner would like to develop a 17-lot single-family residential subdivision on this property and would like the development to be within the corporate limits of Dripping Springs.</p> <p>Pursuant to annexation, the Owner would request potable water service to the proposed development. Sanitary sewer service will be provided via OSSF.</p>
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	The proposed subdivision would consist of 17, single-family, residential lots of .75 acre area each, minimum.

**APPLICANT'S SIGNATURE**

The undersigned, hereby confirms that he is the owner of the above described real property and further, that Rio Delta Engineering is authorized to act as his agent and representative with respect to this Application and the City's zoning amendment process.  
(As recorded in the Hays County Property Deed Records, Vol. \_\_\_\_\_, Pg. \_\_\_\_\_.)

Claudio man Acosta  
Name

President  
Title

STATE OF TEXAS §

§

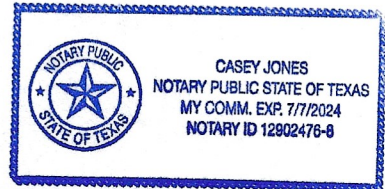
COUNTY OF HAYS §

This instrument was acknowledged before me on the 17 day of Sept,  
2021 by Claudio Acosta.

*[Signature]*

Notary Public, State of Texas

My Commission Expires: 7/7/2024



Claudio Acosta  
Name of Applicant



## ANNEXATION APPLICATION SUBMITTAL

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

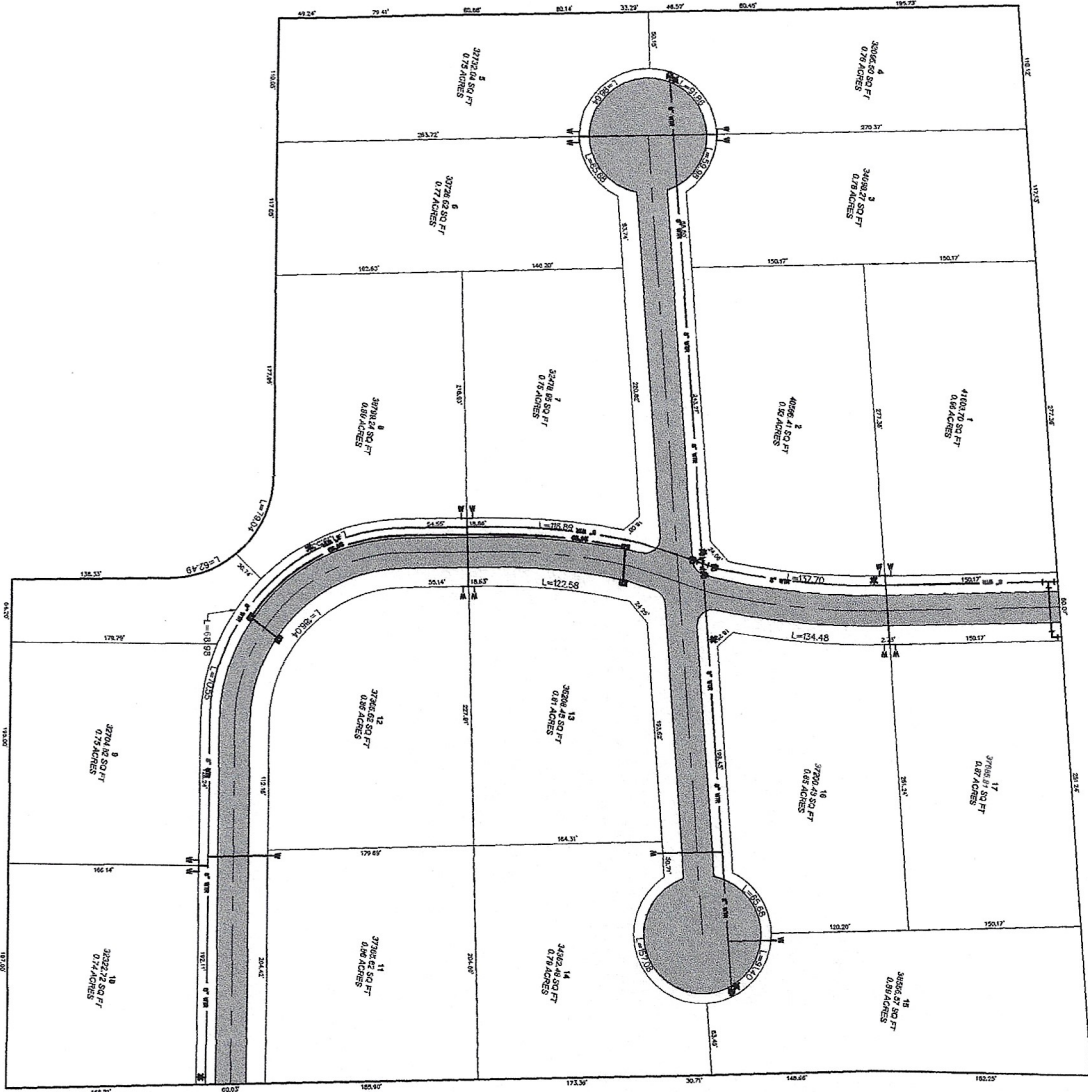
Applicant Signature: Gilbert J. Guerra, P.E.

9-28-2021  
Date

### CHECKLIST

STAFF	APPLICANT	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input type="checkbox"/>	Agreement of All Owners with Signatures or Registered Voters (at least 50%)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PDF/Digital Copies of all submitted Documents
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Zoning Application (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	GIS Data
<input type="checkbox"/>	<input checked="" type="checkbox"/>	List of requested utilities or services (if any)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Maps
<input type="checkbox"/>	<input checked="" type="checkbox"/>	List of Current Uses
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request ( <i>attach extra sheets if necessary</i> )
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Information about proposed uses ( <i>attach extra sheets if necessary</i> )
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Notice Sign - ( <i>refer to Fee Schedule</i> )
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input type="checkbox"/>	Copy of any Agreements with City including Utility or Development ( <i>if applicable</i> )
<input type="checkbox"/>	<input type="checkbox"/>	Information related to property's presence in a special district

Item 6.



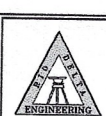
SCALE: 1" = 50'  
 NORTH  
 TEXAS STATE PLANE  
 COORDINATE SYSTEM  
 (4202) NAD 83

PROJECT	3/4 ACRE DRIPPING SPRINGS
DATE	07/20/2021
BY	WALTER D SALAS
CHECKED	WALTER D SALAS
DATE	07/20/2021
PROJECT	3/4 ACRE DRIPPING SPRINGS
DATE	07/20/2021
BY	WALTER D SALAS
CHECKED	WALTER D SALAS
DATE	07/20/2021

**3/4 ACRE DRIPPING SPRINGS**

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PUBLIC RECORD ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.

EXHIBIT



**RIO DELTA ENGINEERING**  
 FIRM REGISTRATION No. F-7628  
 SURVEY FIRM No. 10194027  
 921 S. 10TH AVENUE EDINBURG, TEXAS 78539  
 (TEL) 956-380-5152 (FAX) 956-380-5083





THAT Lender, at the instance and request of Grantee, having advanced and paid in cash to Grantor herein that portion of the purchase price of the Property as is evidenced by the Note, the Vendor's Lien, together with the Superior Title to the Property, is retained herein for the benefit of Lender and the same are hereby TRANSFERRED AND ASSIGNED to Lender, its successors and assigns.

Current ad valorem taxes on the Property having been prorated, the payment thereof is assumed by Grantee.

EFFECTIVE as of the 9th day of November, 2017.

GRANTOR:

CARTER LT 17, LLC,  
a Texas limited liability company

By: [Signature]  
Name: Lynnda Colby Carter  
Title: Manager

Address of Grantee:

9860 FM 967  
Buda, TX 78610

STATE OF TEXAS                   §  
                                                  §  
COUNTY OF Travis           §

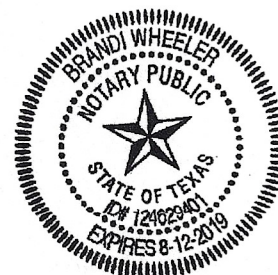
This instrument was acknowledged before me this 08 day of Nov., 2017 by Lynnda Colby Carter, Manager of CARTER LT 17, LLC, a Texas limited liability company, on behalf of said limited liability company.

[Signature]  
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

CORRIDOR TITLE, LLC

17-1352-D





STATE OF TEXAS  
COUNTY OF HAYS

17.07 ACRES  
PHILIP A. SMITH LEAGUE SURVEY NO. 26, A-415

FIELDNOTE DESCRIPTION

DESCRIPTION OF 17.07 ACRES OF LAND IN THE PHILIP A. SMITH LEAGUE SURVEY NO. 26, A-415, IN HAYS COUNTY, TEXAS, BEING ALL OF THAT CALLED 17.185 ACRE TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED FROM H.C. CARTER, JR., D/B/A/ CARTER INVESTMENTS, TO CARTER LT 17, LLC, OF RECORD IN DOCUMENT NUMBER 2016-16008041, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, (OPRHCT); SAID 17.07 ACRE TRACT OF LAND, AS SHOWN ON STAUDT SURVEYING, INC'S LAND TITLE SURVEY 17071-01R3.dwg, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Feet, Reference Frame: NAD\_83 (2011) (Epoch:2010.0000); Combined Scale Factor: 0.99992347; Mapping Angle: 0° 27' 00" Distances cited herein are surface.

**BEGINNING** in the interior of said 400 acre tract, at a ½-inch iron rod found along the east line of Lot 23, The North Forty Addition Section Two, a subdivision of record in Cabinet 2, Slide 17-18, Plat Records, Hays County, Texas (PRHCT), formerly the southwest corner of Lot 2E, Block C, Poundhouse Hills Section Two, a subdivision of record in Cabinet 15, Slides 204-206, PRHCT, currently the southwest corner of Lot 3, Replat of Lot 2E, Block C, Poundhouse Hills Section 2, a subdivision of record in Document Number 17007517, PRHCT, and being the northwest corner herein; and from which point, an iron rod with yellow plastic cap marked "STAUDT SURVEYING" found for a southwest corner of former Lot 2E and currently Lot 3 bears N 02° 00' 51"W, 60.38 feet;

**THENCE** N 85° 14' 37" E, with the south line of said Replat, and the north line of said 17.185 acre tract, 946.83 feet to a ¾-inch iron pipe found for the northeast corner herein, being the northwest corner of that called 200.4 acre tract of land affirmed in the Affidavit of Possession, by William R. Scott, of record in Document Number 17038460; and from which point, a ¾-inch iron pipe found for angle point of said Lot 2E and said 200.4 acre tract, bears N 82° 54' 35" E, 344.37 feet;

**THENCE** with the east line of said 17.185 acre tract, being the called west line of said 200.4 acre tract, generally along a wire fence, the following three (3) courses and distances:

- 1) S 00° 32' 15" W, 182.25 feet to a ¾-inch iron pipe found for angle point,
- 2) S 02° 19' 43" E, 179.37 feet to a ¾-inch iron pipe found for angle point, and
- 3) S 01° 58' 49" E, 585.49 feet to a 5/8-inch iron rod found for the southeast corner herein, being the northeast corner of that called 3.03 acre tract described in the Gift Warranty Deed from Marjorie Virginia Hammack Owens, to The City of Dripping Springs, of record in Volume 730, Page 152, Real Property Records, Hays County, Texas (RPRHCT);

**THENCE** S 89° 42' 24" W, leaving the west line of said 200.4 acre tract, along a wire fence with the south line of said 17.185 acre tract and the north line of said 3.03 acre tract, 446.20 feet to a 5/8-inch iron rod found for the northwest corner of same, being the southwest corner herein, and being on the east line of that called 1.72 acre 60-foot wide Roadway described in the Special Warranty Deed to the City of Dripping Springs, of record in Volume 968, Page 267, OPRHCT;

**THENCE** with the east and north line of said Roadway, for the southwest line of said 17.185 acre tract, and generally along a wire fence, the following three (3) courses and distances:

- 1) N 01° 27' 49" W, 138.33 feet to a ½-inch iron rod found for a point of curvature; and from which point, a ½-inch iron rod found for a northeast corner of that called 10.36 acre tract described in said Volume 730, Page 152, DRHCT bears S 88° 23' 55" W, 59.83 feet,
- 2) With the arc of a curve to the left, 141.54 feet through a central angle of 88° 52' 33", having a radius of 91.25 feet, and a chord which bears N 45° 51' 07" W, 127.77 feet to a ¾-inch iron pipe found for point of tangency; and from which point a ¾-inch iron pipe found for a northeast corner of said 10.36 acre tract bears S 00° 24' 11" W, 59.29 feet; also from which point a ½-inch iron rod found bears S 06° 31' 52" w, 60.09 feet, and

**EXHIBIT A**

STATE OF TEXAS  
COUNTY OF HAYS

17.07 ACRES  
PHILIP A. SMITH LEAGUE SURVEY NO. 26, A-415.

- 3) S 89° 43' 05" W, 405.07 feet to a 1/2-inch iron rod found for the southwest corner herein; and from which point, a 1/2-inch iron rod found for the northwest corner of said 10.36 acre tract, being the southerly west terminus of said Roadway bears S 00° 41' 10" E, 59.87 feet;

**THENCE** along the east line of said The North Forty Addition, Section Two, and the west line of said 17.185 acre tract, and generally along a wooden privacy fence and the remains of a wire fence, the following seven (7) courses and distances:

- 1) N 01° 37' 10" W, 49.24 feet to a 1/2-inch iron rod found,
- 2) N 02° 35' 57" W, at 29.74 feet passing a 1/2-inch iron rod found and continuing for a total distance of 79.41 feet to a 3/4-inch iron pipe found,
- 3) N 01° 47' 25" W, 80.68 feet to a 1/2-inch iron rod found,
- 4) N 01° 55' 00" W, 80.14 feet to a 1/2-inch iron rod found,
- 5) N 02° 20' 59" W, 79.86 feet to a 1/2-inch iron rod found,
- 6) N 01° 35' 30" W, 80.45 feet to a calculated angle point, and
- 7) N 02° 06' 29" W, 195.74 feet to the **POINT OF BEGINNING** and containing 17.07 acres of land, more or less, within these metes and bounds

Surveyed by: Staudt Surveying, Inc.  
 P.O. Box 1273  
 16746 Fitzhugh Road, Ste. 103  
 Dripping Springs, Texas 78620  
 512-858-2236  
 Firm Registration No.: 10091700



*Bryan D. Newsome* 03 November, 2017  
 Bryan D. Newsome Registered Professional Land Surveyor No. 5657 Date  
 This description revised 12 October, 2017 to correct a grantor reference and north adjoiner.  
 This description revised 02 November, 2017 to reference east adjoiner Affidavit of Possession.



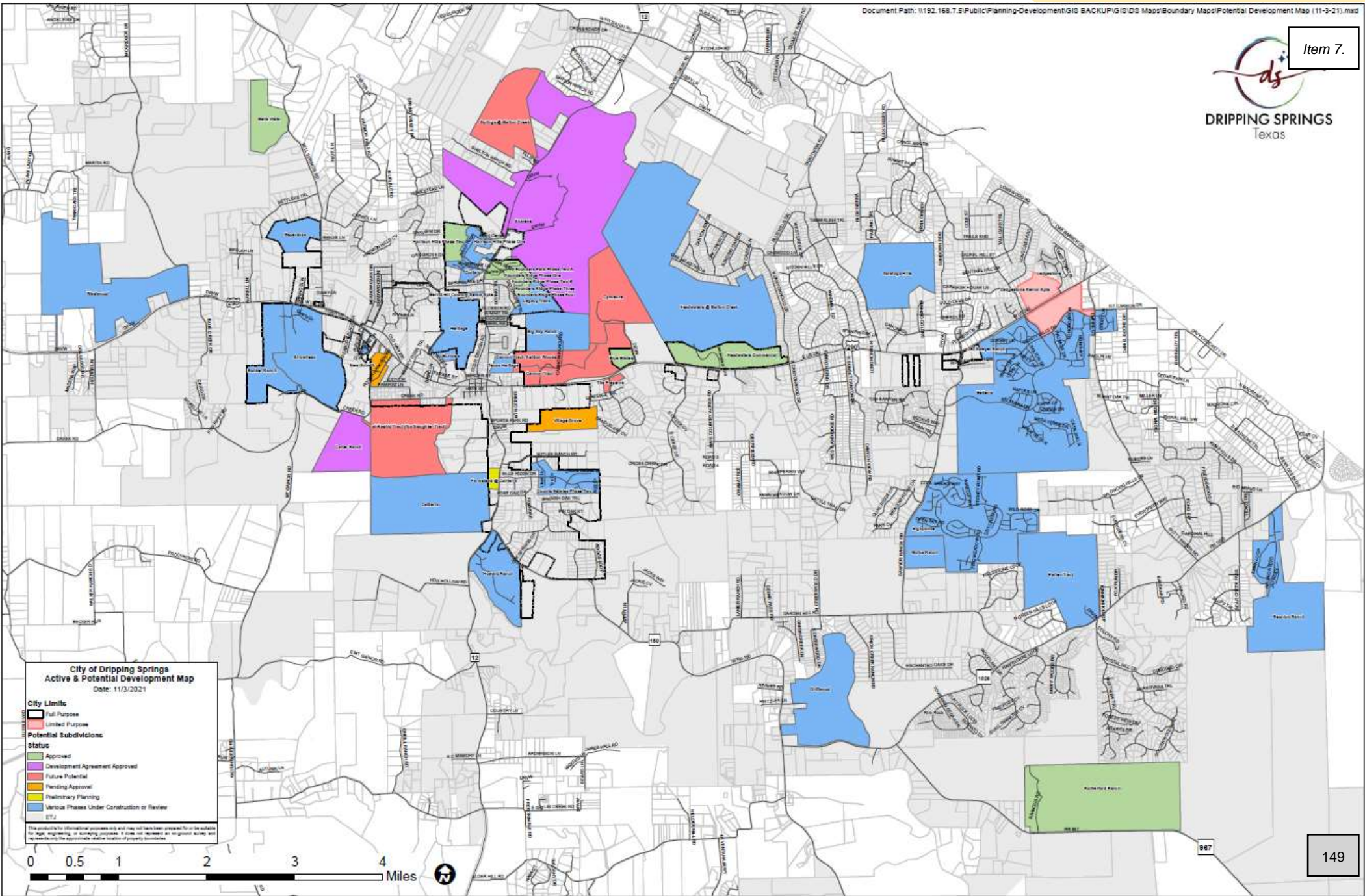


**DRIPPING SPRINGS**  
Texas

# Temporary Development Moratorium

Laura Mueller, City Attorney





**City of Dripping Springs  
Active & Potential Development Map  
Date: 11/3/2021**

**City Limits**

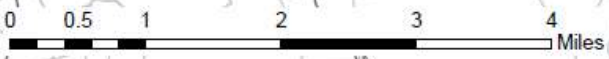
- Full Purpose
- Limited Purpose

**Potential Subdivisions**

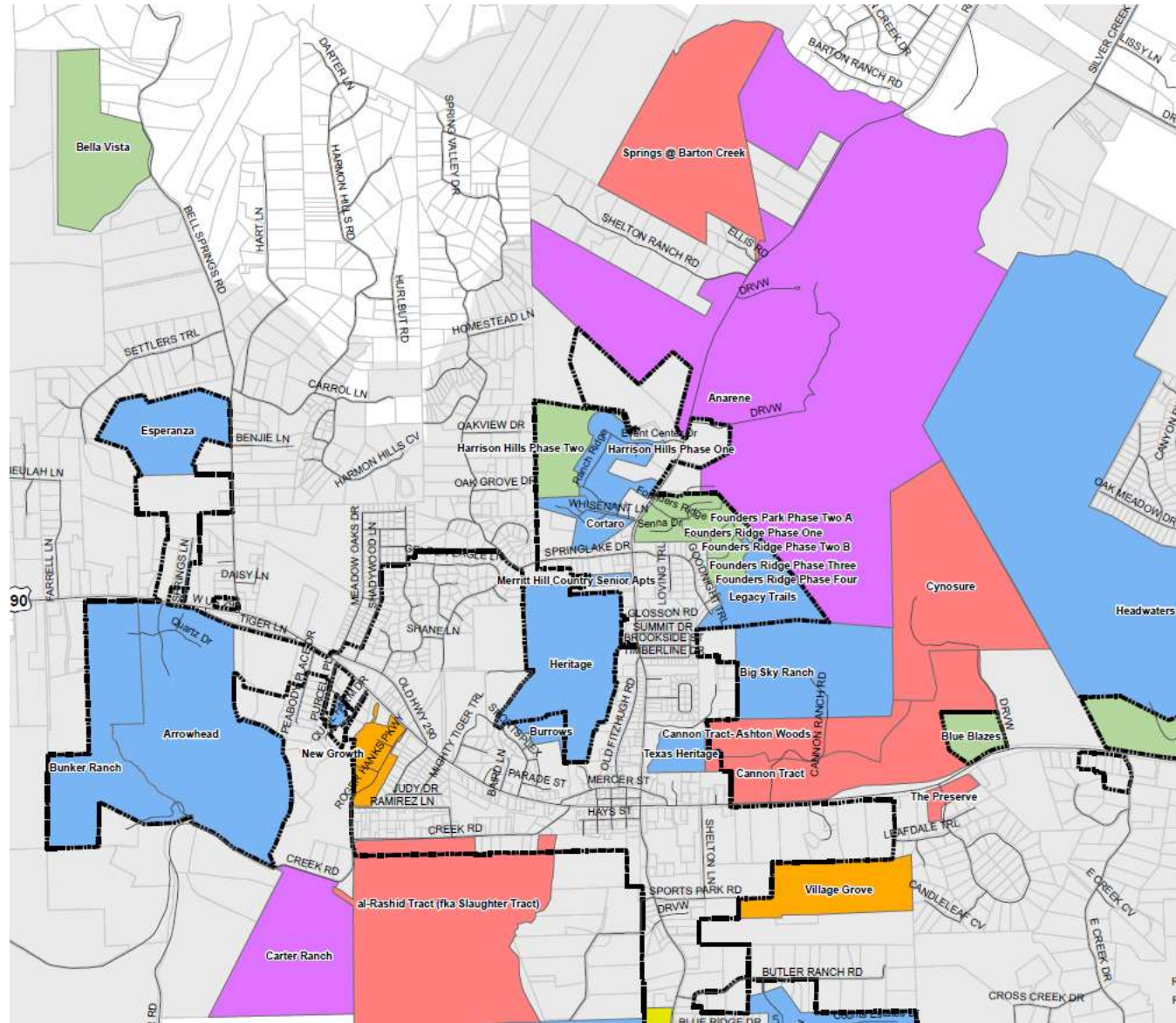
**Status**

- Approved
- Development Agreement Approved
- Future Potential
- Pending Approval
- Preliminary Planning
- Various Phases Under Construction or Review

This product is for informational purposes only and may not have been prepared for or be suitable for any engineering or planning purposes. It does not represent an original survey and does not indicate the approximate relative location of property boundaries.







# Highlights:



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Texas

- Would delay new development based on need to update land use regulations and examination of wastewater availability
  - Land use regulation deficiencies related to health and safety
  - Needed public infrastructure
- Requires two public hearings and ordinance
  - P&Z Hearing – November 15, 2021
  - 2 City Council meetings (public hearing and 2 readings)
    - November 16, 2021
    - November 22, 2021
  - Newspaper Notice issued on November 11, 2021
  - Temporary Moratorium begins November 18, 2021 (5 business days after the notice is published)



# Effect of Temporary Development Moratorium

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- No applications will be accepted by the Building and Planning Departments without a waiver
- Waivers or exceptions can be granted for ongoing, vested, or small, no impact projects. Waivers may also be granted by the city council for projects that are recognized to not detrimentally affect the City.
  - For Example:
    - Projects within Approved Development Agreements would continue
    - Projects that do not require wastewater or a land use change would continue
    - Projects where wastewater has been approved by agreement and no land use change is requested
    - Projects that have received a Grandfather Status Determination Letter stating their vesting rights due to previous approvals
- New Development Projects that do not fall within the waiver requirements will be delayed until the moratorium is over.
- If moratorium is extended, administratively approved exceptions will be available in lieu of waivers.

# Proposed Moratorium Ordinance

- Applies to City Limits and ETJ
- Allows for administrative exceptions process with appeal to City Council
  - Exceptions will be allowed to be requested at time of application **or** within 30 days of enactment of the ordinance without separate application
- Enacts waiver process as required by Chapter 212 of the Texas Local Government Code with review by the City Council
  - Waiver requests will be allowed at the time of application
- Extended for **90 days** based on need for update to Comprehensive Plan and Zoning Code as well as wastewater availability
- Can be extended
- Includes list of affected and unaffected permits



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Texas





# Proposed Moratorium Ordinance



DRIPPING SPRINGS  
Texas

## EXCEPTIONS

- Vested/Ongoing Projects under Chapter 245 of the Texas Local Government Code
- Platted Projects where wastewater approved
- Development Agreement projects where there is a “right to continue development”
- Wastewater Agreements would follow their interim solutions
- Other exceptions such as projects with no impact or other types of small projects could also be excepted
- Exceptions are administratively approved (10 business days the same as administratively completeness check) – provides for appeals to City Council

## WAIVERS

- Projects can apply for waivers simultaneously with their applications
- Waivers are reviewed and approved by City Council
- City Council has 10 days after submission of waiver request to decide whether or not to approve waiver
- Waivers may be granted by the city council for projects that are prohibited by the moratorium, but are recognized to not detrimentally affect the city

***Both of these would be applied for at time of application for the main permit. They could be applied for by lot, project, DA, or PDD.***

# PERMITS – AFFECTED AND UNAFFECTED

## Permits Subject to Moratorium

- Commercial/Multi-Family Building Permit Application
- Residential Building Permit Application
- Subdivision Application
- Site Development Application
- Zoning Amendment/PDD Application
- Development Agreement
- Conditional Use Permit
- Variance Application
- Wastewater Application

## Permits not Subject to Moratorium

- Contractor Registration Form
- Grandfathered Status Request/Appeal
- City Limits/ETJ Determination Letter
- Street Cut/Driveway Permit
- On Site Sewage Facility Permit Application
- Mobile Food Unit
- Pre-Development Meeting Form
- Certificate of Appropriateness
- Annexation Application
- Sign Permit
- Zoning Determination Letter Request
- Residential Swimming Pool Permit
- Demolition Permit



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Texas

Full list available at  
[www.cityofdrippingsprings.com/moratorium](http://www.cityofdrippingsprings.com/moratorium)



# Procedures for Adopting a Moratorium and Proposed Schedule



**DRIPPING SPRINGS**  
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- November 11th** - newspaper notice published
- November 15th** – Planning and Zoning Commission public hearing
- November 16th** – City Council first public hearing and first reading
- November 18th** - temporary moratorium begins
- November 22<sup>nd</sup>** – City Council meeting where approval or disapproval of extending moratorium occurs

If approved, ongoing Council Meetings to approve any waivers. (City Council only has 10 days to approve each waiver request).





**DRIPPING SPRINGS**  
Texas

# QUESTIONS?





**CITY OF DRIPPING SPRINGS**

**ORDINANCE 2021-**

**AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, (“CITY”) ENACTING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, AUTHORIZATION, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, AND CONSTRUCTION IN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION, PROVIDING FOR FINDINGS OF FACT, DEFINITIONS, APPLICABILITY, PURPOSE, ENACTMENT, DURATION, EXTENSION, EXCEPTIONS AND EXEMPTIONS, DETERMINATION AND APPEALS, REPEALER, SEVERABILITY, ENFORCEMENT, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.**

**WHEREAS,** the City Council of the City of Dripping Springs (“City Council”) as a duly-elected legislative body, finds that it is facing significant historic and contemporary land use challenges that existing regulations were not designed to address; and

**WHEREAS,** the City Council finds that it is in the best interest of the City and its citizens to adopt and enact a moratorium in order to temporarily suspend the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, zoning, and construction on real property in the City limits and extraterritorial jurisdiction; and

**WHEREAS,** the City has developed a Comprehensive Plan for development within the City and desires to protect its ability to regulate development within its jurisdiction; and

**WHEREAS,** the City has started the process of revisiting the Comprehensive Plan and studying land use and development in the City limits and extraterritorial jurisdiction, and has issued a Request for Qualifications for a professional land planning firm to provide comprehensive plan and development code services; and

**WHEREAS,** Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations 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,** Texas Local Government Code Chapters 211, 213, 214, and 217 grant the City certain regulation authority concerning construction, land use, nuisances, structures and development-related activities; and

**WHEREAS**, the City seeks to ensure that impending and future development is conducted in a fiscally-sustainable and environmentally responsible manner; and

**WHEREAS**, the City Limits and Extraterritorial Jurisdiction (ETJ) are comprised of a combination of topographical, ecological, and drainage features that create significant development challenges; and

**WHEREAS**, the City will change drastically if continued growth and development should occur under the City's existing Code of Ordinances and Comprehensive Plan, which no longer adequately address concerns about the effect of responsible development in the City and ETJ; and

**WHEREAS**, as codified in Tex. Water Code § 26.081(a), the Legislature of the State of Texas found and declared that it is necessary to the health, safety, and welfare of the people of this state to implement the state policy to encourage and promote the development and use of regional and area-wide waste collection, treatment, and disposal systems to serve the waste disposal needs of the citizens of the state and to prevent pollution and maintain and enhance the quality of the water in the state; and

**WHEREAS**, the City agrees with the Legislature of the State of Texas that it is necessary to the health, safety, and welfare of the people in the City limits and the ETJ to encourage and promote the development and use of regional and area-wide waste collection, treatment, and disposal systems to serve the waste disposal needs of the citizens in the City limits and the ETJ to prevent pollution and maintain and enhance the quality of the water in the City limits and the Extraterritorial Jurisdiction; and

**WHEREAS**, the City conducted an analysis to determine the adequacy of the City's current regional wastewater facilities and the need beyond the estimated capacity that is expected to result from new property development; and

**WHEREAS**, upon review of the analysis by the City's Wastewater Engineer and Deputy City Administrator, the City Council has made findings contained herein related to the inadequacy of existing essential public facilities in accordance with Section 212.135 of the Texas Local Government Code; and

**WHEREAS**, the City Council finds that certain essential public and private infrastructure, being wastewater facilities and improvements and transportation facilities and improvements throughout the City Limits and ETJ, are inadequate and insufficient to adequately serve new development; and

**WHEREAS**, relying on the analysis provided by City Staff, the outstanding permits issued by the City prior to this moratorium, and the City's impact fee analysis, the City Council makes the following findings:

1. Taking into account all wastewater that has been committed by contract, the City's wastewater facilities are at capacity; and
2. The current wastewater collection system has bottlenecks that threaten the proper operation of the City's regional wastewater system;
3. Based on these bottlenecks and the contractual commitments that will utilize all additional capacity of the City's regional wastewater plant, there is currently no additional capacity available to commit to development of lots; and
4. This moratorium is reasonably limited to property located in the City limits and the ETJ.

**WHEREAS,** until actions can be taken to increase the wastewater capacity of the City of Dripping Springs, allowing for additional wastewater service connections to the Dripping Springs Wastewater Treatment Plant(s) service area will only exacerbate the situation; and

**WHEREAS,** the City Council finds that a temporary moratorium on the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, and construction in the City Limits and ETJ will prevent the situation from becoming worse, and will allow the City time to address the measures needed to remedy the shortage of capacity and to secure funds to pay for such remedial measures; and

**WHEREAS,** additional evaluation of the existing infrastructure and development are needed to allow for growth and development within the City Limits and ETJ while protecting the health, safety, environment, quality of life, and general welfare of its residents; and

**WHEREAS,** the City desires to study and evaluate the impact of further development; the need for additional wastewater facilities; appropriate zoning districts and district regulations; appropriate land use and wastewater regulations; and issues that will affect future growth and development of the area within its jurisdiction; and

**WHEREAS,** the City finds this evaluation process will require community input and will take a reasonable amount of time to complete; and

**WHEREAS,** the City has determined that it is necessary to study and update its development ordinances and procedures in order to clarify and improve its planning policies based on the forthcoming regulations, strengthen the connection between the City's Code of Ordinances and the goals and needs of the City's residents, and to protect the health, safety, environment, quality of life, and general welfare of its residents; and

**WHEREAS,** in order for the City to have adequate and reasonable time to review, evaluate, and revise the City's development ordinances, and to consider the impact of the ordinances upon future growth, public health and safety, development, the natural environment, and place of architectural, and ecological importance and significance

within the City Limits and ETJ, the City wishes to maintain the *status quo* by implementing a temporary moratorium, during which certain applications for development permits and/or approvals will be suspended; and

**WHEREAS**, the purpose of prohibiting certain applications for development permits and/or approvals during this study period includes, within limitation, preserving the *status quo* during the planning process, eliminating incentives for hurried applications, facilitating thoughtful and consistent planning, avoiding exploitation of the delays inherent in the municipal legislative process, and preventing applications from undermining the effectiveness of the revised rules by applying for permits and/or approvals in order to avoid the application of new, possibly more restrictive, development regulations; and

**WHEREAS**, in recognition of the importance of development permits and/or approvals to the community, the City desires to implement this moratorium for a stated and fixed time period, and to include a waiver provision in accordance with Local Government Code Chapter 212, Subchapter E; and

**WHEREAS**, all notices and hearings, including a hearing by the Planning & Zoning Commission, have been published and held in accordance with applicable statutes, laws, and regulations; and

**WHEREAS**, based on the findings contained herein, information provided by City staff, and the evidence submitted at public hearings, the City Council has determined that existing development ordinances and regulations and other applicable laws are inadequate to prevent existing essential public facilities from exceeding capacity, thereby being detrimental to the public health, safety, and welfare of the residents of Dripping Springs; and

**WHEREAS**, the City Council finds that the enactment of this Ordinance is directly related to the immediate preservation of the public peace, health or safety.

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

**SECTION 1. FINDINGS OF FACT:** The foregoing recitals are incorporated into this Ordinance by reference as legislative findings of fact as if expressly set forth herein.

**SECTION 2. DEFINITIONS:** As used in this Ordinance, these terms shall be defined as follows. Terms appearing in this Ordinance but not defined herein shall have the meanings provided in the City's Code of Ordinances, or if not defined by the City then the common meanings in accordance with ordinary usage.

**A. Commercial property:** means property zoned for or otherwise authorized for use other than single-family use, multifamily use, heavy industrial use, or use as a quarry.



**B. Essential public facilities:** means water, sewer, or storm drainage facilities or street improvements provided by a municipality or private utility.

**C. Permit:** means a license, certificate, approval, registration, consent, permit, contract or other agreement for construction related to, or provision of, service from a water or wastewater utility owned, operated, or controlled by a regulatory agency, or other form of authorization required by law, rule, regulation, order, or ordinance that a person must obtain to perform an action or initiate, continue, or complete a project for which the permit is sought.

**D. Project:** means an endeavor over which a regulatory agency exerts its jurisdiction and for which one (1) or more permits are required to initiate, continue, or complete the endeavor.

**E. Property development:** means the construction, reconstruction, or other alteration or improvement of residential or commercial buildings or the subdivision or replatting of a subdivision of residential or commercial property.

**F. Residential property:** means property zoned for or otherwise authorized for single-family or multi-family use.

**SECTION 3. APPLICABILITY:** The City of Dripping Springs hereby enacts this Ordinance in order to implement a temporary moratorium on the acceptance and processing of certain applications and issuance of particular permits and other forms of municipal authorizations related to specific construction and land development activities. This temporary moratorium applies to all city zoning district uses within the City Limits and the ETJ.

Unless a project falls within an Exception (as provided below), this temporary moratorium applies to all applications for property development permits. Permits that are affected or not affected by the Moratorium are attached as **Attachment “A”**.

**SECTION 4. PURPOSE:** This temporary moratorium is being enacted to maintain the *status quo*, and to:

- A. assess the short-term and long-term comprehensive plan;
- B. review the City’s policies on the acceptance of applications for municipal permits for construction or development;
- C. update the City’s permitting and planning requirements and processes for wastewater and transportation infrastructure; and
- D. obtain and review public input and expert guidance.

**SECTION 5. ENACTMENT:** The City of Dripping Springs hereby enacts this Ordinance implementing a temporary moratorium on the City’s acceptance, review, approval, and issuance of permits in the City Limits and ETJ.

**SECTION 6. DURATION:** The initial duration of this temporary moratorium shall be for a period of ninety (90) days after enactment of this Ordinance, or repeal of this Ordinance by the City, whichever is sooner.

**SECTION 7. EXTENSION:** If the City determines that the initial period is insufficient for the City to fully complete its study and planning, this Ordinance may be renewed or extended for an additional period of time, necessary to complete the study and implement the recommended changes to City codes, policies, and processes in accordance with the time limits as provided by law upon a majority vote of the City Council.

**SECTION 8. EXCEPTIONS AND EXEMPTIONS:**

**A. Exceptions.** Any property owner who believes that they fall within the below exceptions shall provide notice of the exception at time of application for any permit. Exceptions are administratively approved or denied. Any exception that is denied may be appealed to the City Council. Exceptions will be determined within the same time period as the administrative completeness check for each project, or within ten business days, whichever is sooner. If a Grandfathered Development Status Determination Request is required, then the exception can be applied concurrently with the Request but the time frame of the Request shall be controlling.

**1. No Impact Projects.** The temporary moratorium implemented by this Ordinance does not apply to a project that does not:

- Impact wastewater capacity
- Require land use modifications inconsistent with the updated comprehensive planning

**2. Ongoing Projects.**

The temporary moratorium implemented by this Ordinance does not apply to any projects that are currently, actively in progress for which valid City permits have been issued and have not expired as of November 18, 2021, such being the fifth business day after the date on which the City published notice of the public hearings to consider this Ordinance. The provisions of this Ordinance do not apply to any completed application or plan for development for a permit, plat, verification, rezoning, site plan, approved wastewater plan, or new or revised certificate of occupancy for Property Development that were filed prior to November 18, 2021.

**3. Grandfathered Projects.** The temporary moratorium implemented by this Ordinance shall not apply to projects that are grandfathered under as provided by state law. Property owners asserting grandfathered rights under Texas Local Government Code Chapter 245 must submit an application claiming an exception to this temporary moratorium to the planning department for review in accordance with City policy. Grandfathered status can be approved through an approved Grandfathered Development Status Determination Request. If a Grandfathered Development Status Determination Request has been finalized by

staff on or after November 18, 2019, then a new request is not required to meet this exception.

- 4. Development Agreement:** Property owners with a negotiated approval granted by the City Council providing for construction standards, platting, wastewater, and development rules pursuant to Local Government Code Chapter 212, Subchapter G may apply for an exception in accordance with City policy.
- B. Waivers.** Any property owner who does not assert rights under Texas Local Government Code Chapter 245, but who seeks authorization to proceed with the development permitting process during the time of the temporary moratorium can request a waiver. Property owners agreeing to construct certain wastewater infrastructure at property owners' sole expense and who do not require land use modifications inconsistent with the updated comprehensive planning, in accordance with Local Government Code Chapter 212, Subchapter E may apply for waiver in accordance with City policy.

## SECTION 9. DETERMINATIONS & APPEALS

- A. Exceptions.** The Planning Director or their designee shall make all initial determinations regarding the status of all projects seeking to apply for permits during this temporary moratorium and recognition of all Exceptions (as provided herein). Exceptions for projects filed within thirty (30) days of the effective date of this ordinance may be filed without a corresponding permit application. Any exception application filed within this period will be decided within ten (10) business days of receipt.
- B. City Council.** City Council shall make a final decision on waivers within 10 days of filing of application.
- C. Waivers.** The decision to approve an Exemption (as provided for above) shall rest solely with the City Council.

**SECTION 10. REPEALER:** In the case of any conflict between the other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

**SECTION 11. SEVERABILITY:** If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

**SECTION 12. ENFORCEMENT:** The City shall have the power to administer and enforce the provisions of this Ordinance as may be required by governing law. Any person violating any provision of this temporary moratorium is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this Ordinance shall be construed as a waiver of the City’s right to bring a civil action to enforce the provisions of this Ordinance and to seek remedies as allowed by law and/or equity.

**SECTION 13. EFFECTIVE DATE:** This Ordinance shall be effective immediately upon passage and publication.

**SECTION 14. 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 and public hearings were also provided as required by Texas Government Code Chapter 212, Subchapter E.

**READ & ACKNOWLEDGED** on First Reading on the 10<sup>th</sup> day of November 2021.

**READ & APPROVED** on the Second Reading on the 16<sup>th</sup> day of November 2021.

**CITY OF DRIPPING SPRINGS:**

by: \_\_\_\_\_  
Bill Foulds, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Secretary



ATTACHMENT "A"



**Permits Subject to Moratorium**

- Commercial/Multi-Family Building Permit Application
- Residential Building Permit Application
- Plan Review Application
- Subdivision Application
- Site Development Application
- Zoning Amendment/PDD Application
- Development Agreement
- Development Agreement Minor Modification/Amendment
- Conditional Use Permit
- Variance Application
- Wastewater Application
- Special District Agreement/Amendment

## **Permits not Subject to Moratorium**

- Contractor Registration Form
- Grandfathered Status Request/Appeal
- City Limits/ETJ Determination Letter
- Street Cut/Driveway Permit
- Operational Permit/Inspection Application
- On Site Sewage Facility Permit Application
- Child Care Facility Health Inspection Application
- Food Establishment Permit/Compliance Inspection
- Mobile Food Unit
- Pre-Development Meeting Form
- Certificate of Appropriateness
- Annexation Application
- Sign Permit
- Master Sign Plan
- License to Encroach
- Zoning Determination Letter Request
- Residential Demolition Permit
- Residential Swimming Pool Permit
- Commercial Demolition Permit
- Asbestos Compliance Statement
- Pyrotechnics/Fireworks Application
  - Certificates of Occupancy Application (Business Move In/Change of Ownership)

## Project Status Report

Permits Created From 9/28/2021 to 11/2/2021

Generated 11/2/2021 1:48:37 PM

Item 8.

Project #	Status	Address	Description	WO #	Work Type	Specific Use	Inspection Type	WO Status	Inspector	Inspection Date
<a href="#">2021-106</a>	Open	, Dripping Springs, TX 78620	Street and ROW Maint. (Oct WO's)	15074140	N/A	Street/Roads	Work Planned	Completed	Sonny Garza	10/25/2021
				15074194	N/A	Street/Roads	Work Planned	New	Sonny Garza	
				15082514	N/A	Street/Roads	Work Planned	Completed	Craig Rice	10/07/2021
				15101909	N/A	Street/Roads	Work Planned	Completed	Riley Sublett	10/20/2021
				15102439	N/A	Street/Roads	Work Planned	Completed	Riley Sublett	10/21/2021
				15127323	N/A	Street/Roads	Work Planned	Completed	Riley Sublett	10/25/2021
				15102387	N/A	Street/Roads	Work Planned	Completed	Sonny Garza	10/25/2021
				15127320	N/A	Street/Roads	Work Planned	Completed	Sonny Garza	10/25/2021
				15102399	N/A	Street/Roads	Work Planned	Completed	Jim Bass	10/25/2021
				15152364	N/A	Street/Roads	Work Planned	New	Sonny Garza	
				15128901	N/A	Street/Roads	Work Planned	Completed	Sonny Garza	10/25/2021
<a href="#">2021-107</a>	Closed	511 Mercer St., Dripping Springs, TX 78620	City Hall (Oct WO's)	15102478	N/A	N/A	Work Planned	Completed	Bill Stevens	10/13/2021
				15108855	N/A	N/A	Work Planned	Completed	Johnathon Hill	10/14/2021
				15127430	N/A	N/A	Work Planned	Completed	Jim Bass	10/20/2021
				15102500	N/A	N/A	Work Planned	Completed	Sonny Garza	10/25/2021

<a href="#">2021-107</a>	Closed	511 Mercer St., Dripping Springs, TX 78620	City Hall (Oct WO's)	15072929	N/A	N/A	Work Planned	Completed	Jim Bass	10/05/2021 Item 8.
				15127451	N/A	N/A	Work Planned	Completed	Riley Sublett	10/21/2021
				15138382	N/A	N/A	Work Planned	Completed	Sonny Garza	10/25/2021
				15158427	N/A	N/A	Work Planned	Completed	Riley Sublett	10/27/2021
<a href="#">2021-108</a>	Open	419 Founders Park Rd., Founders Memorial Park, TX 78620	Founders Park (Oct WO's)	15158060	N/A	Parks	Work Planned	Completed	Jim Bass	10/28/2021
<a href="#">2021-109</a>	Closed	27148 Ranch Rd 12, Sports and Rec Park, TX 78620	Sports and Rec Park (Oct WO's)	15139234	N/A	Parks	Work Planned	Completed	Johnathon Hill	10/22/2021
<a href="#">2021-110</a>	Closed	151 E Mercer St, VMP/Triangle, TX 78620	VMP/Triangle (Oct WO's)	15096890	N/A	Parks	Work Planned	Completed	Bill Stevens	10/13/2021
				15156567	N/A	Parks	Work Planned	Completed	Jim Bass	10/28/2021
<a href="#">2021-111</a>	Closed	1042 Event Center Drive, Ranch House, TX 78620	Ranch House (Oct WO's)	15127347	N/A	N/A	Work Planned	New	Craig Rice	
				15102528	N/A	N/A	Work Planned	Completed	Jim Bass	10/19/2021
				15128683	N/A	N/A	Work Planned	Completed	Bill Stevens	10/20/2021
<a href="#">2021-112</a>	Open	1042 Event Center Drive, Dripping Springs Ranch Park, TX 78620	DSRP (Oct WO's)	15169538	N/A	Parks	Initial Inspection	New	Not Assigned	
				15071143	N/A	Parks	Work Planned	Completed	Jim Bass	10/05/2021
				15127340	N/A	Parks	Work Planned	Completed	Jim Bass	10/20/2021
				15102147	N/A	Parks	Work Planned	Completed	Sonny Garza	10/25/2021
				15139178	N/A	Parks	Work Planned	Completed	Sonny Garza	10/25/2021



<a href="#">2021-112</a>	Open	1042 Event Center Drive, Dripping Springs Ranch Park, TX 78620	DSRP (Oct WO's)	15167442	N/A	Parks	Work Planned	Completed	Riley Sublett	10/29/2021	Item 8.
				15167446	N/A	Parks	Work Planned	Completed	Riley Sublett	10/29/2021	
<a href="#">2021-113</a>	Open	22690 Ranch to Market Rd 150, Charro Park, TX 78620	Charro Park (Oct WO's)	No Work Orders on Project	N/A	Parks					
<a href="#">2021-114</a>	Open	, Dripping Springs, TX 78620	Fleet and Equipment (Oct WO's)	15152342	N/A	N/A	Work Planned	New	Sonny Garza		
				15152372	N/A	N/A	Work Planned	New	Sonny Garza		
				15158334	N/A	N/A	Work Planned	New	Sonny Garza		
<a href="#">2021-115</a>	Closed	101 Old Fitzhugh, Stephenson Bldg., TX 78620	Stephenson Bldg (Oct WO's)	15102043	N/A	N/A	Work Planned	Completed	Sonny Garza	10/25/2021	
<a href="#">2021-116</a>	Open	23127 W. 150, South Regional Water Reclamation Facility , TX 78620	South Regional Water Reclamation Facility (Oct WO's)	15125648	N/A	N/A	Work Planned	New	Steven Rassette		
				15125709	N/A	N/A	Work Planned	New	Steven Rassette		
				15125714	N/A	N/A	Work Planned	New	Steven Rassette		
				15125725	N/A	N/A	Work Planned	New	Steven Rassette		
				15125728	N/A	N/A	Work Planned	New	Jesse Kennis		
				15125734	N/A	N/A	Work Planned	New	Jesse Kennis		
				15125743	N/A	N/A	Work Planned	New	Steven Rassette		
				15125749	N/A	N/A	Work Planned	New	Steven Rassette		
<a href="#">2021-117</a>	Open	511 hgdjyhd, , TX	TEST: Odor Complaints 10/28/21	15163294	N/A	N/A	Initial Inspection	New	Craig Rice		

<a href="#">2021-118</a>	Open	, Dripping Springs, TX 78620	Street and ROW Maint. (Nov. WO's)	No Work Orders on Project	N/A	Street/Roads					Item 8.
<a href="#">2021-119</a>	Open	511 Mercer St., Dripping Springs, TX 78620	City Hall (Nov. WO's)	No Work Orders on Project	N/A	N/A					
<a href="#">2021-120</a>	Open	419 Founders Park Rd., 511 Mercer St., Founders Memorial Park, TX 78620	Founders Park (Nov. WO's)	No Work Orders on Project	N/A	N/A					
<a href="#">2021-121</a>	Open	27148 Ranch Rd 12, Sports and Rec Park, TX 78620	Sports and Rec Park (Nov. WO's)	No Work Orders on Project	N/A	Parks					
<a href="#">2021-122</a>	Open	151 E Mercer St, VMP/Triangle, TX 78620	VMP/Triangle (Nov. WO's)	No Work Orders on Project	N/A	Parks					
<a href="#">2021-123</a>	Open	1042 Event Center Drive, Ranch House, TX 78620	Ranch House (Nov. WO's)	No Work Orders on Project	N/A	N/A					
<a href="#">2021-124</a>	Open	1042 Event Center Drive, Dripping Springs Ranch Park, TX 78620	DSRP (Nov. WO's)	15173833	N/A	Parks	Work Planned	New	Sonny Garza		
				15173847	N/A	Parks	Work Planned	New	Sonny Garza		
<a href="#">2021-125</a>	Open	22690 Ranch to Market Rd 150, Charro Park, TX 78620	Charro Park (Nov. WO's)	No Work Orders on Project	N/A	Parks					
<a href="#">2021-126</a>	Open	511 Mercer St., Fleet and Equipment, TX 78620	Fleet and Equipment (Nov. WO's)	No Work Orders on Project	N/A	N/A					
<a href="#">2021-127</a>	Open	101 Old Fitzhugh, Stephenson Bldg., TX 78620	Stephenson Bldg (Nov. WO's)	No Work Orders on Project	N/A	N/A					

<a href="#">2021-128</a>	Open	23127 W. 150, South Regional Water Reclamation Facility , TX 78620	South Regional Water Reclamation Facility (Nov. WO's)	15173746	N/A	N/A	Work Planned	New	Jim Bass	<i>Item 8.</i>
				15173796	N/A	N/A	Work Planned	New	Johnathon Hill	

# City of Dripping Springs

## Monthly Maintenance Report

### *October 2021*

#### **Routine Maintenance**

- M-F Weekly Maintenance Check list is completed in the morning
- WWTP fields and lift stations landscaping
- Maintenance Meeting Wednesdays (1:00pm) safe distancing in council chambers
- Friday's Vehicles cleaned out, washed, and maintenance check completed
- Banners put up and taken down as needed
- City Hall fogged and sprayed with disinfectant daily
- Mercer St. plant beds maintained
- Preparing Christmas lights

#### **Additional Maintenance Completed**

##### **Parks**

- Founders pool pump #1 rebuilt – 10/1
- VMP mowed and trimmed – 10/4
- VMP ant treatment – 10/6
- Founders pool lights repaired – 10/7
- SRP behind softball fields and walking trail mowed – 10/7
- DSRP brush pile chipped – 10/13
- DSRP concession faucet replaced – 10/14
- Founders Pump replacement – 10/12-13
- DSRP sink repaired – 10/18
- DSRP doorknob replaced – 10/18
- Founders pool pump #4 replaced – 10/18
- Founders pump house light switch replaced – 10/19
- DSRP extra parking field mowed – 10/22
- SRP softball bases moved to Ranch House – 10/22
- DSRP lot mowed – 10/25
- SRP potholes repaired – 10/25
- VMP dog bag station installed – 10/27
- Founders dog bag station installed – 10/27
- DSRP Jump fence repaired – 10/29
- DSRP fallen gutter removed – 10/29

##### **Streets**

- Mercer St. and RR12 ROW mowed and trimmed – 10/4
- Roger Hanks ROW mowed – 10/5-10/6
- Blue Ridge stop sign repaired – 10/7



- Blue Ridge roadkill picked up – 10/7
- Old Fitzhugh fallen tree cleanup – 10/7
- Hays St. and RR12 fallen tree cleanup – 10/8
- Mercer St. bridge brush cut down – 10/13
- Mercer St. planters replanted – 10/15
- Old Fitzhugh mowed – 10/15
- Mercer St. sidewalks trimmed – 10/15
- Mercer St. street pole and digital speed limit signs installed – 10/19
- Arrowhead Blvd. bus stop ahead sign installed – 10/19
- Sawyer Ranch potholes repaired – 10/21
- Post Oak potholes repaired – 10/21
- Pin Oak stop sign installed – 10/22
- Rob Shelton potholes repaired – 10/25
- Springlake Dr. potholes repaired – 10/25
- Mercer St. DG beds and planters weeds removed – 10/28
- Old Fitzhugh fallen branch picked up – 10/28
- Old Fitzhugh ROW trees trimmed – 10/28
- Rob Shelton ROW mowed – 10/28
- Wallace St. ROW mowed – 10/28

### **Facilities**

- City hall water replaced – 10/4, 10/8, 10/15, 10/19, 10/25, 10/29
- DSRP riser water spigot repaired – 10/5
- Ranch House blinds installed – 10/5
- Ranch House water heater flushed – 10/5
- City Hall lobby improvements – 10/6-10/8, 10/12-10/13, 10/23
- City Hall gutters cleaned out – 10/7
- City Hall mowed and trimmed – 10/15, 10/28
- City Hall ant treatment – 10/18
- City Hall womens restroom fan cleaned – 10/19
- Ranch House air filters replaced – 10/19
- Ranch House water replaced – 10/19, 10/25
- City Hall back gate repaired – 10/20
- DSRP water replaced – 10/25
- City Hall light diffuser replaced – 10/25
- City Hall ceiling tiles replaced – 10/25
- City Hall council chamber light bulbs replaced – 10/26

### **Equipment/Vehicles**

- Street message board picked up – 10/1
- Exmark mower battery charged – 10/4-10/7
- Exmark mower blades repaired – 10/5
- MD003 pm'd – 10/4
- Chain saw sharpened – 10/7

- MD004 pm'd – 10/8, 10/29
- Exmark mower charging system troubleshooting – 10/8
- MD002 pm'd – 10/20
- Ferris 72" tire repaired – 10/20
- DSRP Skid steer tire repair – 10/21
- SRWRF Ferris grease fitting replaced – 10/26
- MD002 Oil Change – 10/26
- Exmark mower voltage regulator replaced – 10/26
- Seed spreader assembled and modified – 10/26
- MD002 tires replaced – 10/28
- DSRP Kioti 4x4 power steering maintenance/repair – 10/29

**Other**

- New maintenance staff starts – 10/12
- Sandbags delivered to Visitor Bureau for Songwriters Fest – 10/14
- Traffic control barricade set up for Songwriters Fest – 10/14
- Stage set up at Growlix for Songwriters Fest – 10/15
- Sign pick up from Songwriters Fest – 10/18
- Barricades picked up from Songwriters Fest – 10/18
- Stage moved back to DSRP – 10/18
- Extra file cabinet and book case moved to Ranch House – 10/19
- Team building at Wallace Cemetery – 10/20

**SRWRF**

- Interior fence line herbicide – 10/6
- Valve boxes herbicide – 10/7

TO: CITY OF DRIPPING SPRINGS  
 FROM: Kim Fernea  
 RE: ECONOMIC DEVELOPMENT COMMITTEE MONTHLY REPORT  
 DATE: November 9, 2021

Please accept this memo as the City of Dripping Springs Economic Development Committee's (the "Committee") monthly update to Council regarding projects and progress during the month of October 2021.

The Committee convened at City Hall on August 25<sup>th</sup>.

**Agenda:**

- **Discuss and consider approval of the 2022 Economic Development Committee Meeting**
  - The Committee will plan to continue meeting the 4<sup>th</sup> Wednesday of the month. With the following exceptions:
    - No meeting in July
    - Instead of meeting in November and December, we will only meet once on December 7<sup>th</sup>.
  - List of months we will meet:
    - January, February, March, April, May, June, August, September, October, and December will be the 7<sup>th</sup>.
- **Reports**
  - **City Council Monthly Report, Mayor Pro Tem Taline Manassian**
    - We approved an annexation petition for about 30 acres at 2901 West Highway 290, which is intended to be part of Bunker Ranch. This means staff will be negotiating an annexation agreement.
    - We moved forward with selection of an engineering firm for design of the Old Fitzhugh Road project that the TIRZ board has been working on.
    - We adopted our Master Transportation Plan.
    - We approved an annexation agreement and a consent to MUD for 112 acres by Sports and Rec Park for what is being called the Village Grove project, which is looking to be single family housing, townhomes, and some civic/retail spaces.
    - We approved a memorandum of understanding with New Growth for prior south of 290 on Roger Hanks, which is looking to be a build for rent neighborhood with some commercial development.
  - **TIRZ Projects Report, Committee Member Dave Edwards**
    - Have begun negotiations with an engineering firm for Old Fitzhugh Rd (surveying, easements, drainage, etc). Eight firms have made submission to be considered for the work.
  - **Chamber of Commerce Report, Committee Member & Chamber President Susan Kimbal**
    - This month's luncheon hosted Commissioner Walt Smith, held at Deep Eddy. They have been a good partner to the Chamber. Working to add more community events.
    - Had several ribbon cuttings and an Anniversary Celebration this month.
    - Board Elections coming up.
    - Leadership Class 5 is underway.
  - **Dripping Springs ISD Report, Committee Member & Chief Human Resource Officer of DSISD Tiffany Duncan**
    - Well into the school year, 1<sup>st</sup> 9 weeks attendance hovering between 1070-1090 employees
    - Campuses are in full swing. Lots of PTA hosted events (Fall Festival Activities).
    - This has been Principal Appreciation month.
    - Finishing out final punch list items at Walnut and Cypress

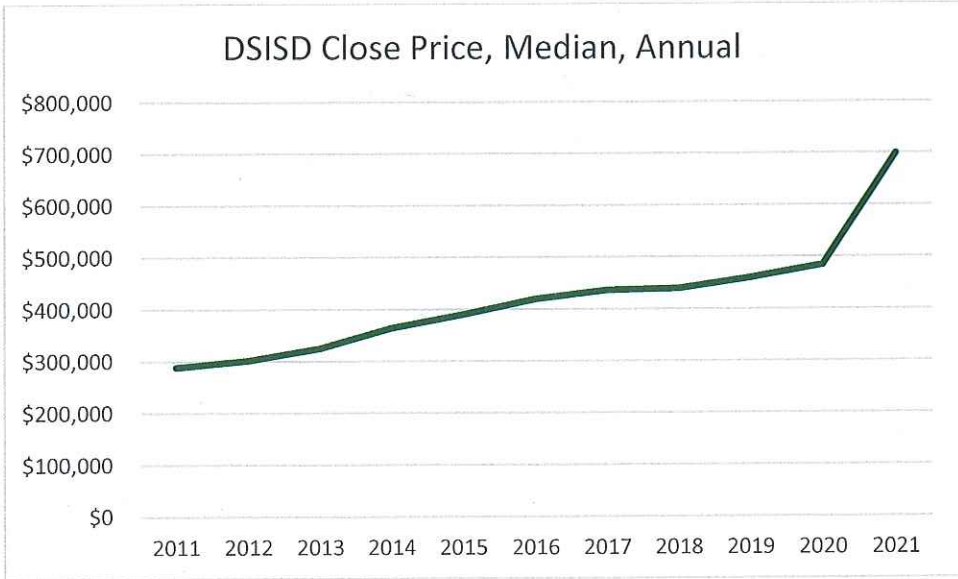
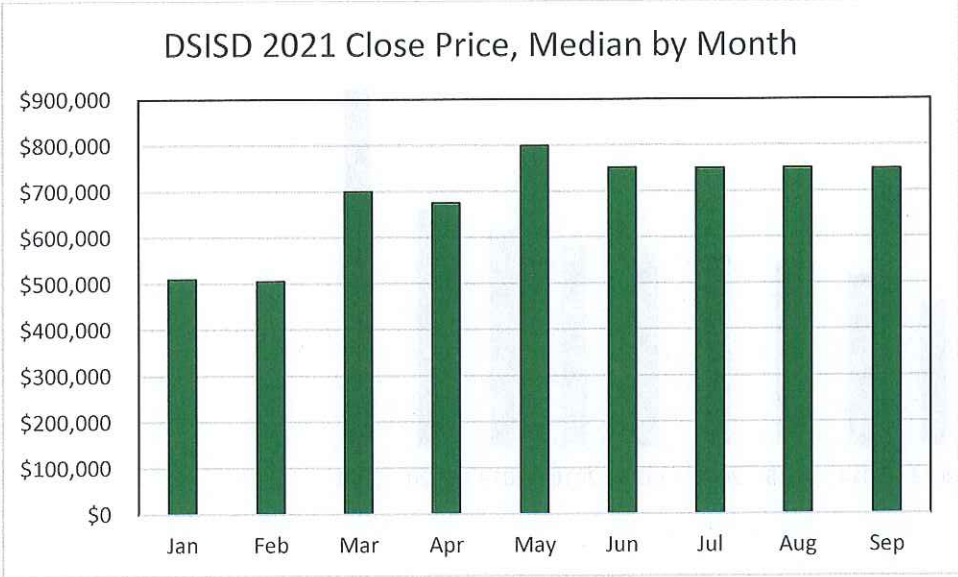
- The high school population is around 2200. J wing has been opened and at capacity. This wing houses the Career and Tech Education Academy
  - Additions to staff: Assistant Super-Intendent for Finance and Operations has joined the ISD, Catherine Knepp and Jennifer Edwards as the Communications Director
  - Have staffing issues, applicant pools are low. (COVID impact, and many not looking for part-time work which is the status of most of the support staffing needs currently) DSISD will be attending three job fairs in November
- **Discussion on Missing Middle Housing (please see attachments)**
- Discussion of Median Housing Prices in area serving DSISD
  - Median Household income trends in the US from 1985-2020
  - Median Sales Price of Houses sold in the US from 1965-2020
    - Household Income is not keeping up with Housing Prices
  - Real Average Household Income by quintile
    - Currently only the top quintile (20%) can afford to purchase Single Family Detached Housing
  - Dripping Springs Demographics
  - ESD #6 has opened their new station at Belterra. 200 citizens attended the opening. This station includes a ladder truck and a bay for EMS.
  - Hometown Missions: Still looking for skilled workers and donations.
  - Home in a Month: Raised funds and will spend Friday/Saturday building the home. Go to [homeinamonth.org](http://homeinamonth.org) for more info.

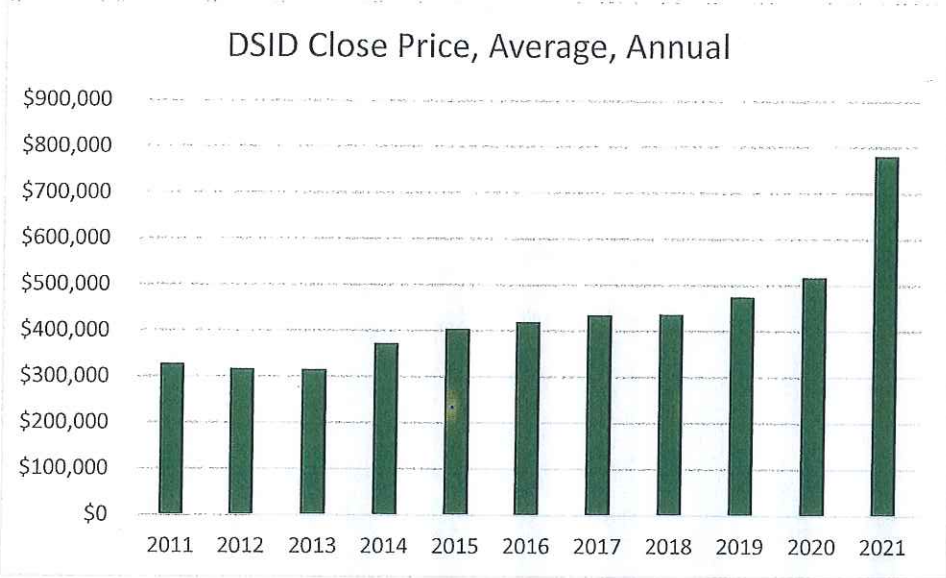
**Next meeting will be December 8, 2021 at 4:00pm.**

**Committee members present:** Rex Baker, David Edwards, Susan Kimball, John Kroll, Andrea Nicholas, Tiffany Duncan, Council Member Taline Manassian, Robert Avera, Kim Fernea

**Chamber members present:** Denise Schroeder, Lucy Hansen









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Categories > Population, Employment, & Labor Markets > Income Distribution

### Median Household Income in the United States (MEHOINUSA64GN)

Observation: 2020: 67,521 (+ more)  
Updated: Sep 15, 2021

Units: Current Dollars, Not Seasonally Adjusted

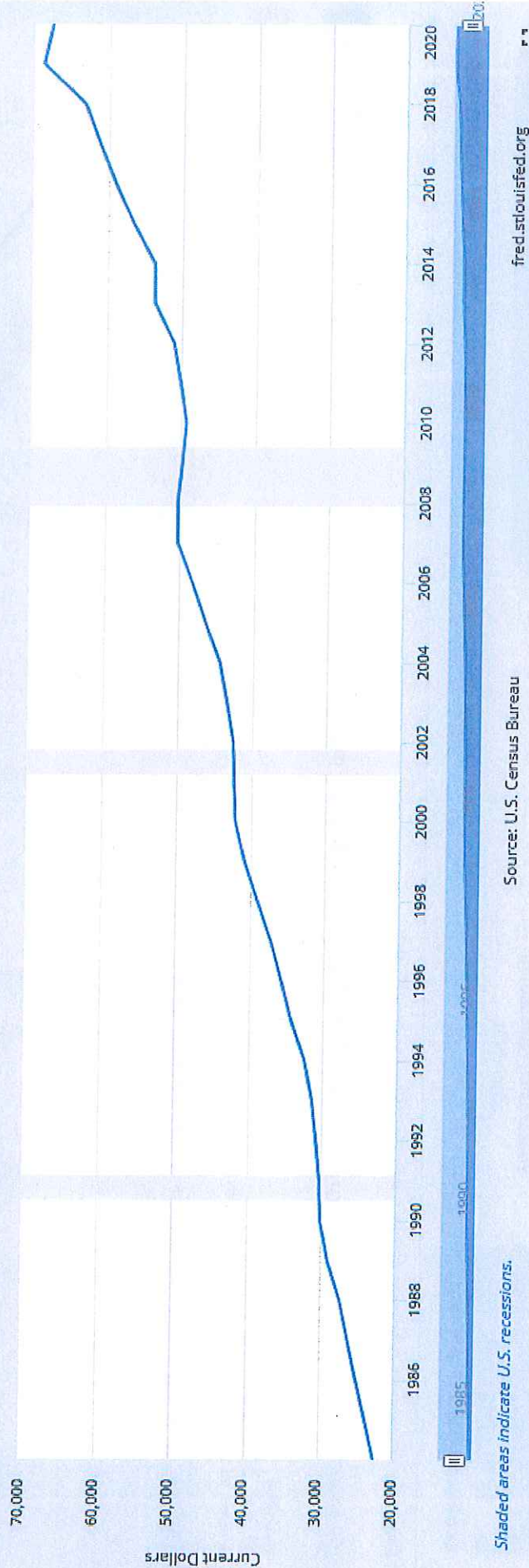
Frequency: Annual

1Y | 5Y | 10Y | Max | 1984-01-01 to 2020-01-01

DOWNLOAD

EDIT GRAPH

FRED — Median Household Income in the United States



Shaded areas indicate U.S. recessions.

Source: U.S. Census Bureau

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Categories > Production & Business Activity > Housing > New Residential Sales

### ★ Median Sales Price of Houses Sold for the United States (MSPUS)

DOWNLOAD

EDIT GRAPH

1Y | 5Y | 10Y | Max  
 1963-01-01 to 2021-04-01

Observation: Q2 2021: 374,900 (+ more)  
 Updated: Jul 26, 2021  
 Units: Dollars, Not Seasonally Adjusted  
 Frequency: Quarterly

**FRED** — Median Sales Price of Houses Sold for the United States



Shaded areas indicate U.S. recessions.

Sources: Census; HUD

fred.stlouisfed.org

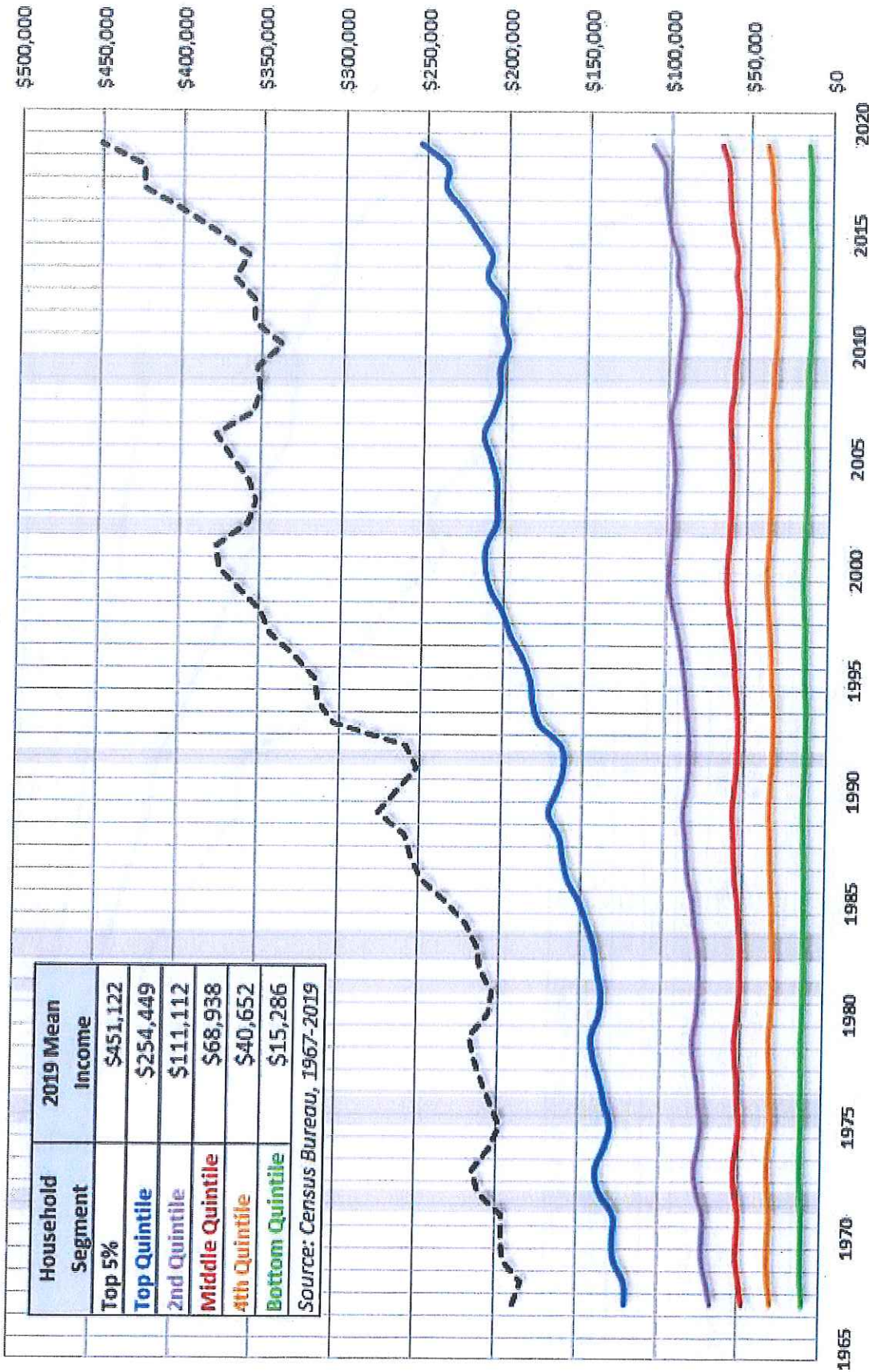


# Real Average Household Income By Quintile and Top 5 Percent in 2019 Dollars

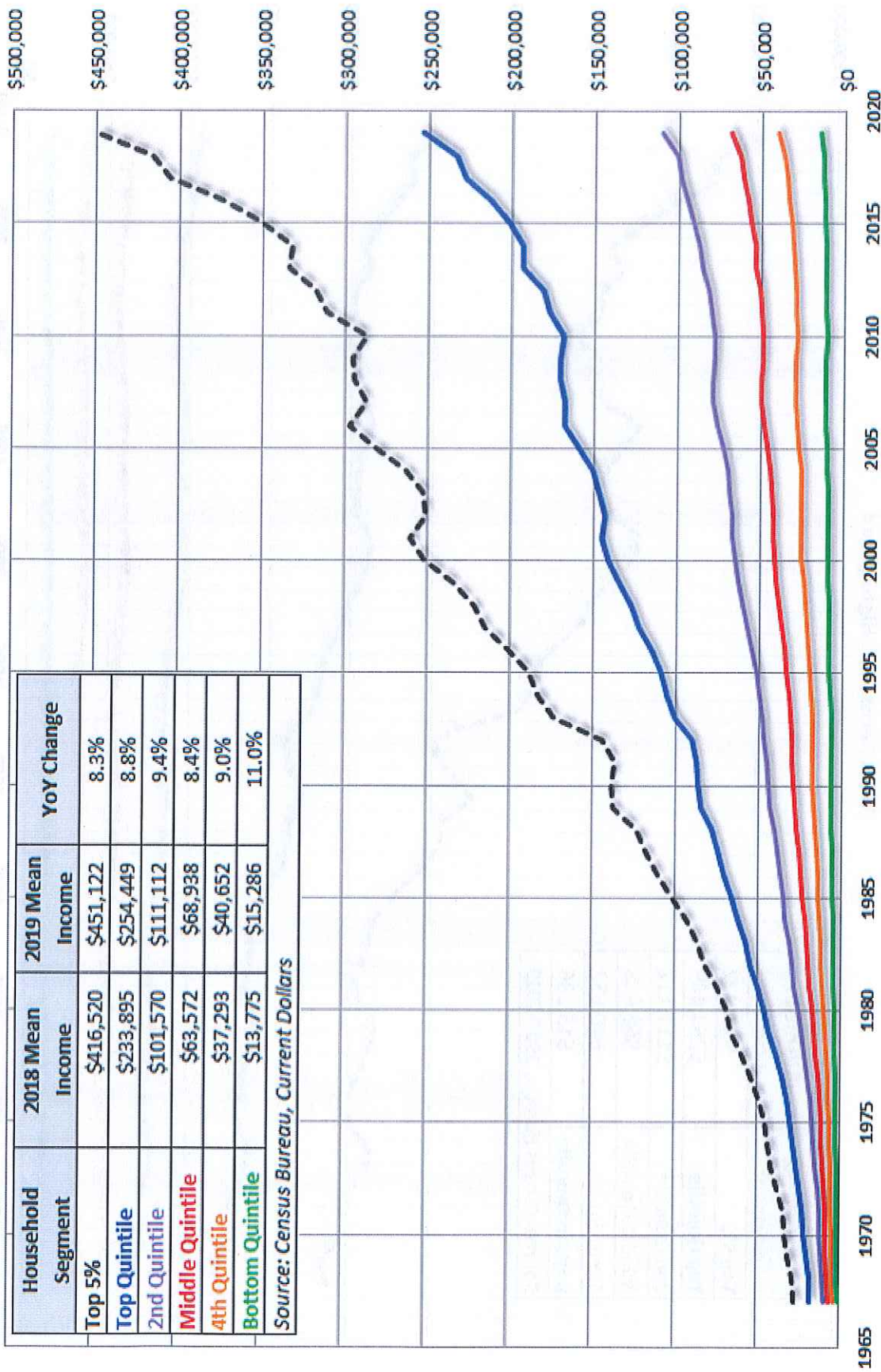
With Recessions Highlighted

Household Segment	2019 Mean Income
Top 5%	\$451,122
Top Quintile	\$254,449
2nd Quintile	\$111,112
Middle Quintile	\$68,938
4th Quintile	\$40,652
Bottom Quintile	\$15,286

Source: Census Bureau, 1967-2019



## Mean (Average) Household Income By Quintile and Top 5 Percent in Current Dollars





## Dripping Springs Demographics

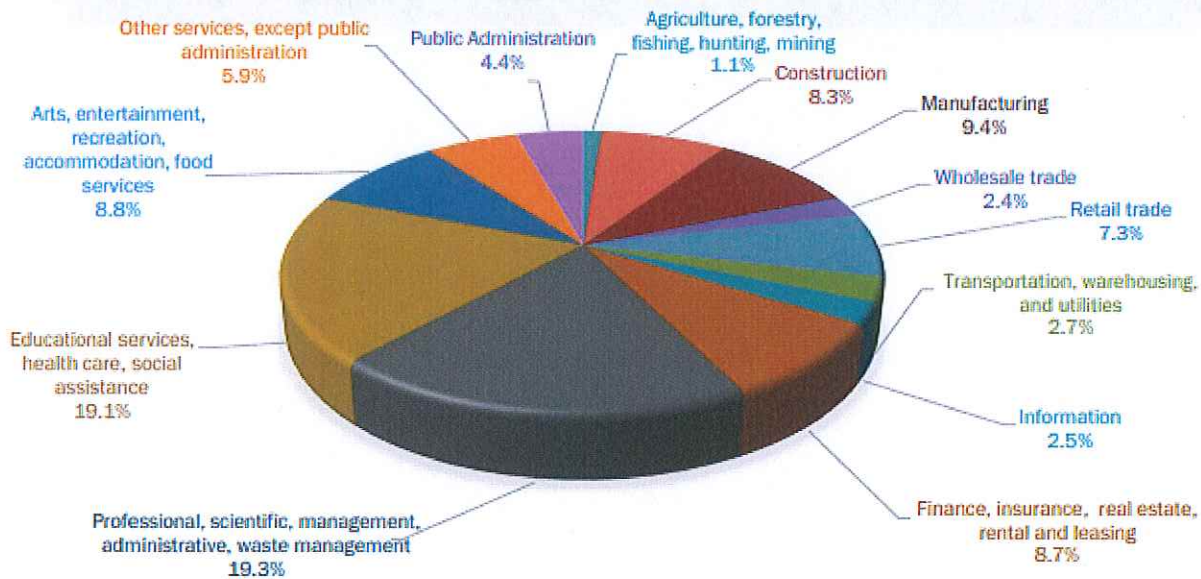
### OTHER SOCIOECONOMIC INDICATORS

Other socioeconomic characteristics are summarized in an historical chart as well as a comparison chart that includes similar districts nearby and the metro area. When compared to the metro area, DSISD has the following socioeconomic characteristics:

- More education, with 56% of the population having a bachelor's degree or higher, compared to 46% in the Austin metro area.
- A higher median household income of \$120,337, compared to \$80,954 in the Austin metro. Lake Travis ISD has a similar median income, at \$126,725. Eanes has a substantially higher income, and Hutto a significantly lower income. This median income is up from \$107,413 in 2014.
- A higher commute time to work, for an average of 31.5 minutes, while the Austin area averaged a commute time of 27.7 minutes. Hutto had a similar commute time, with Lake Travis having a commute time of 32.3 minutes.
- A higher median age of 42.4 years compared to the Austin metro which has a median age of 35.2 years. Eanes and Lake Travis ISD are similar to Dripping Springs.
- More of the population oriented to families with school-aged children, with 22% of the population aged 5-17 years old, compared to 17% in the metro area. Eanes, Hutto, Lake Travis, and Manor are all similar in this measure, and they are also all suburban areas where residents plan to raise their children.

### EMPLOYMENT BY ECONOMIC SECTOR IN DRIPPING SPRINGS ISD

According to the 2019 American Community Survey (ACS), the predominate industries in DSISD are Professional, Scientific, Management, Administrative, and Waste Management (19.3%), Educational Services, Health Care, and Social Assistance (19.1%), and Manufacturing (9.4%).



Source: American Community Survey 2019, US Census Bureau

Within three years, the City of Dripping Springs will have more wastewater capacity and a new wastewater line somewhat paralleling RM 150. Due to these expectations, PASA projects development south of US 290 to increase in the latter half of the projection period. However, the bulk of development over the next five years will be occurring in the northwest quadrant of the District.

Planning Unit	Subdivision/MPC or Owner's Name	New Single-Family Units		
		2021-2025	2025-2030	2021-2030
<b>11</b>	Double L Ranch	265	858	1,123
<b>19</b>	Headwaters	539	207	746
<b>15B</b>	Big Sky Ranch	475	147	622
<b>14</b>	Heritage Ranch	215	375	590
<b>15B</b>	Willdrige	90	425	515
<b>9</b>	Westwood	102	400	502
<b>40</b>	Parten	370	129	499
<b>23</b>	Caliterra	326	55	381
<b>15B</b>	Cannon Ranch	120	255	375
<b>15B</b>	Future Cannon	45	235	280
<b>Total (Above-Listed Dev.):</b>		<b>2,547</b>	<b>3,086</b>	<b>5,633</b>
<b>Total Single Family Housing Projected:</b>		<b>4,015</b>	<b>5,865</b>	<b>9,880</b>



# Projected New Housing Occupancies 2021-2030

