



DRIPPING SPRINGS
Texas

CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, June 07, 2022 at 6:00 PM

AGENDA

CALL TO ORDER AND ROLL CALL

City Council Members

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

Staff, Consultants & Appointed/Elected Officials

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

CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments

until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

BOARD OF ADJUSTMENT

CALL TO ORDER AND ROLL CALL

Board of Adjustment Members

Chair Bill Foulds, Jr.
Taline Manassian
Wade King
Geoffrey Tahuahua
Travis Crow
Sherrie Parks
Charlie Busbey (alternate)
Joe Volpe (alternate)

BOARD OF ADJUSTMENT AGENDA

- 1. Public hearing and consideration of approval of VAR2022-0003: an application for a variance to allow more than 50% impervious cover for a property located at 410 Hazy Hills Loop, being Block A, Lot 21 of the Headwaters at Barton Creek Phase 1 subdivision. Applicant: Renee Godinez, Permit Solutions.**
 - a. Applicant Presentation
 - b. Staff Report
 - c. Planning & Zoning Commission Report
 - d. Public Hearing
 - e. Variance

CITY COUNCIL

CONSENT AGENDA

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

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

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

BUSINESS AGENDA

- 11.** Discuss and consider the Appointment of Mayor Pro Tem to serve a term of one year.
- 12.** Discuss and consider the Appointment of Council Members to the Transportation Committee and Economic Development Committee.
 - a. Transportation Committee
 - b. Economic Development Committee
- 13.** Public hearing and consideration of approval of an Ordinance adding a definition for Special Event Facility under Chapter 30, Exhibit A Zoning Ordinance, Section 1: General Provisions, Section 3: Zoning Districts, Section 5: Development Standards and Use Regulations, and Appendix E: Zoning Use Regulations.
 - a. Staff Report
 - b. Public Hearing
 - d. Text Amendment
- 14.** Discuss and consider approval of an Interlocal Agreement between Hays County, the City of Dripping Springs, and the Dripping Springs Community Foundation, in coordination with the Dripping Springs Skate Park Initiative for funding of construction of a regional skate park at the Founders Memorial Park in the City of Dripping Springs. *Sponsor: Mayor Pro Tem Manassian*

- 15.** Discuss and consider approval of an Extension of the License Agreement between the City of Dripping Springs and the Dripping Springs Community Foundation, in coordination with the Dripping Springs Skatepark, Inc., for the use of the Founders Memorial Park for construction of a skate park. *Sponsor: Mayor Pro Tem Manassian.*
- 16.** Discuss and consider approval of a rate increase request from Waste Connections related to the 2020 Franchise Agreement between the City of Dripping Springs and Waste Connections. *Applicant: John Harris, Waste Connections*
- 17.** Public hearing and consideration of approval of an Ordinance rezoning a property from AG to PDD # 14 with a base zoning of SF-3, SF-5, and LR with primarily residential uses with some local retail and governmental uses for property located south of U.S. 290 and east of Rob Shelton Blvd. along Sports Park Road adjacent to the Sports and Recreation Park and commonly known as “Village Grove”, directly south and adjacent to Wallace Mountain, and directly west and adjacent to The Preserve subdivision. *Applicant: Matthew Scrivener, Austin Land Innovations*

 - a. Applicant Presentation
 - b. Staff Report
 - c. Planning & Zoning Commission Report
 - d. Public Hearing
 - e. Ordinance Recommendation
- 18.** Discuss and consider approval of an Offsite Road Agreement between the City of Dripping Springs and DS Land Partners as it relates to the Village Grove development adjacent to Sports and Recreation Park, east of Rob Shelton Blvd and south of U.S. 290. *Sponsor: Mayor Foulds, Jr.*
- 19.** Discuss and consider approval of Wastewater Agreement between DS Land Partners and the City of Dripping Springs for the Village Grove Subdivision. *Sponsor: Mayor Bill Foulds, Jr.*
- 20.** Discuss and consider approval of a Donation Agreement and Letter of Intent related to seven (7) acres adjacent to the Sports and Recreation Park and within the Village Grove Subdivision. *Applicant: Matthew Scrivener*
- 21.** Discuss and consider approval of a Professional Services Agreement between the City of Dripping Springs and Herron Design Studio for City Hall offices remodel design and construction documents. *Sponsor: Mayor Foulds, Jr.*
- 22.** Discuss and consider approval of the conversion of two part-time vacant positions to the Dripping Springs Ranch Park Customer Service Specialist Full-time position, and approval of the job description for the new position. *Sponsor: Council Member King.*
- 23.** Discuss and consider Approval of a Change Order to the 2045 Comprehensive Plan Agreement between the City of Dripping Springs and DTJ to add additional Advertising and Outreach services, and add additional Public Meetings for the purpose of soliciting public input, in the amount of \$37,400.00. *Sponsor: Mayor Foulds, Jr.*

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.

24. Maintenance and Facilities Report

Craig Rice, Maintenance Director

EXECUTIVE SESSION AGENDA

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

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

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

27. Consultation with City Attorney and Deliberation of Real Property related to easements for road improvements at Roger Hanks Parkway. *Consultation with City Attorney, 551.071; Deliberation on Real Property, 551.072*

28. Deliberation of Personnel Matters regarding the creation, employment, job duties, compensation, and benefits of the DSRP Customer Service Specialist Full-time Position. *Deliberation of Personnel Matters, 551.074*

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

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

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

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

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

Board, Commission & Committee Meetings

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

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

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

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

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

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

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

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

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

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **June 3, 2022, at 5:00 p.m.***

City Secretary

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



City Council Planning Department Staff Report

Item # 1.

City Council: June 7, 2022
Project No: VAR2022-0003
Project Planner: Tory Carpenter, AICP, Senior Planner

Item Details

Project Name: Headwaters Pool Variance
Property Location: 410 Hazy Hills Loop
Legal Description: Headwaters at Barton Creek Phase 1, Block A, Lot 21
Applicant: Renee Godinez
Property Owner: Adam Kim
Request: Applicant is requesting a variance to Section 3.2.5 of the Headwaters Development Agreement limiting impervious cover to 50% on a residential lot.



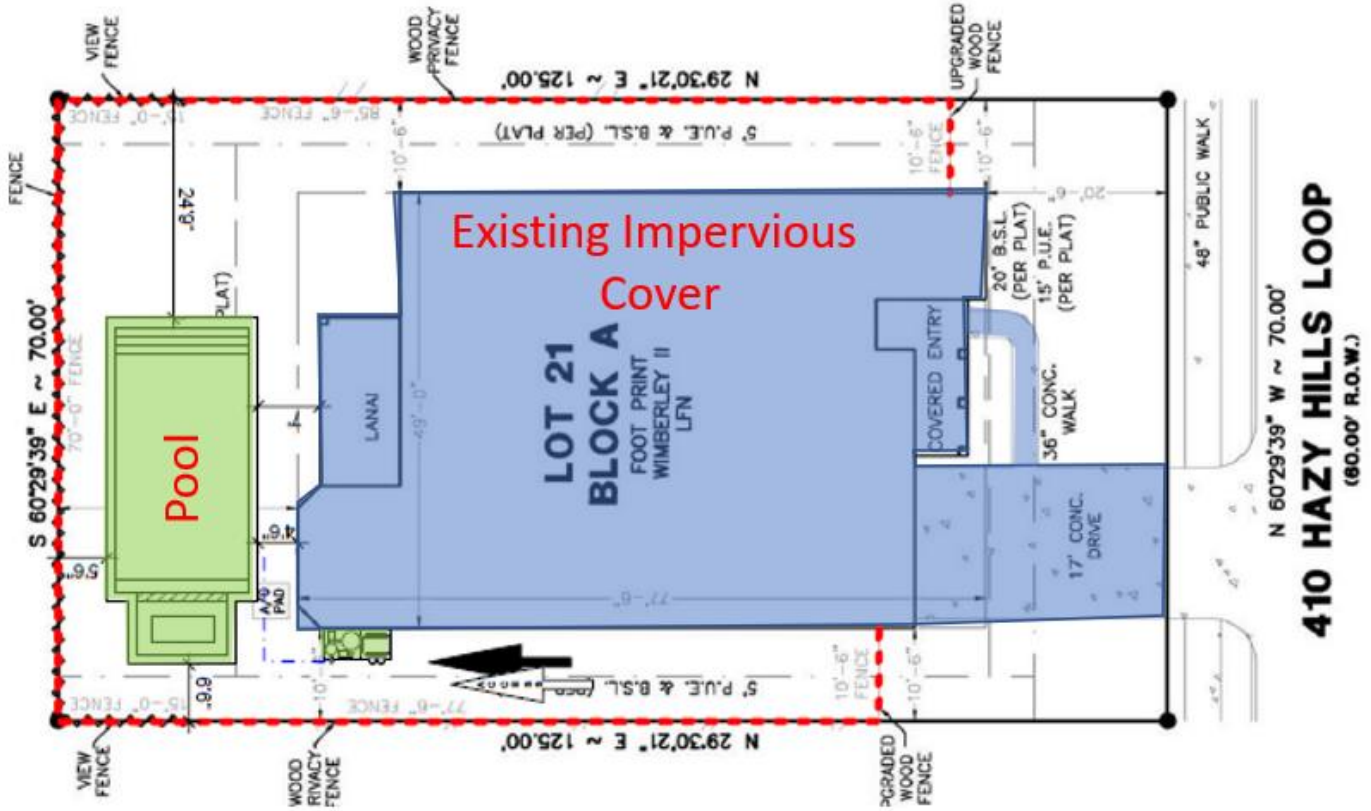
Overview

This variance request is associated with a permit for a pool on a single-family property in the Headwaters development. The applicant applied for and was granted an administrative pool encroachment variance to allow the pool to be within the building setback. This property is subject to the Headwaters Development Agreement which limits impervious cover to 50% on residential lots. The property is 8750 square feet.

The property owner provided the following description of the hardship and reason for this request:

1. *A pool is a reasonable accessory for a single-family residence and common development in the City of Dripping Springs.*
2. *The property has ample room in the backyard to hold a swimming pool/spa and there is an existing wall that can act as an erosion control to protect the surrounding land.*
3. *The extra 2% of impervious cover caused by surface water will not affect the property.*
4. *The pool and spa will be enclosed in the backyard, protected from the public by existing wood fencing and retaining walls.*
5. *We are not proposing to alter any existing structures.*
6. *The construction of the pool within this area would simply change the use of the portion of the lot, from a grass surface to a pool.*

Code Requirement	Applicant Request	Required Yard Deficit
No more than 50% impervious cover (4,375 sqft)	52.8% impervious cover (4,620 sqft)	2.8% (245 sqft)



Surrounding Properties

Direction	Zoning District	Existing Use	Comprehensive Plan
North	ETJ	Single Family	The area is not shown on the city's comprehensive future land use plan.
East	ETJ	Single Family	
South	ETJ	Open Space	
West	ETJ	Single Family	

Approval Criteria for Variance (2.22.2-Zoning Ordinance)

Approval Criteria	Staff Comments
1. there are special circumstances or conditions affecting the land involved such that the literal enforcement of the provisions of this Chapter would deprive the applicant of the reasonable use of the land; and	There are no special circumstances or conditions affecting the property.
2. the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant; and by preserving the natural features and topography of the land; and	Staff does not consider a private pool to be necessary for the preservation and enjoyment of a property. Additionally, the applicant can reduce the size of the pool by approximately 39% and meet the minimum impervious cover requirements.
3. the granting of the variance will not be detrimental to the public health, safety or welfare, or injurious	Granting of the variance would not be detrimental to the public health, safety, welfare, or injurious to other property.

to other property within the area; and	within the area.
4. the granting of the variance constitutes a minimal departure from this Chapter; and	This variance does not constitute the minimum departure from the impervious cover requirements. The applicant can reduce the size of the pool by approximately 39% and meet the minimum impervious cover requirements.
5. the subject circumstances or conditions giving rise to the alleged hardship are not self-imposed, are not based solely on economic gain or loss, and do not generally affect most properties in the vicinity of the property; and	There is no apparent hardship on this property. Similarly situated properties in the vicinity constructed smaller pools.
6. Granting the variance is in harmony with the spirit, general purpose, and intent of this Chapter so that: <ul style="list-style-type: none"> a. the public health, safety and welfare may be secured; and b. that substantial justice may be done. 	This request is not consistent with the purpose of the impervious cover requirement.

Summary and Recommendation

Staff recommends **denial** of the variance request.

At their meeting on May 24, the Planning & Zoning Commission voted unanimously to recommend **denial** of the request.

Public Notification

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the-site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the Variance request.

Meetings Schedule

May 24, 2022 Planning & Zoning Commission

June 7, 2022 Board of Adjustments

Attachments

Attachment 1 – Variance Application

Attachment 2 – Application Materials

Recommended Action	Recommend denial of the requested variance
Alternatives/Options	Recommend approval of the variance with no or alternate conditions.

Planning Department Staff Report

Item # 1.

Budget/Financial impact	N/A
Public comments	None received at this time
Enforcement Issues	N/A
Comprehensive Plan Element	N/A



DRIPPING SPRINGS
Texas

Item # 1.

City of Dripping Springs

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

ALTERNATIVE STANDARD/SPECIAL EXCEPTION/VARIANCE/WAIVER APPLICATION

Case Number (staff use only): _____ - _____

CONTACT INFORMATION

PROPERTY OWNER NAME Adam Kim

STREET ADDRESS 410 Hazy Hills Loop

CITY Dripping Springs STATE TX ZIP CODE 78620

PHONE 707-738-6852 EMAIL adamkim555@gmail.com

APPLICANT NAME Renee Godinez

COMPANY Permit Solutions

STREET ADDRESS 2121 Lohmans Crossing

CITY Austin STATE TX ZIP CODE 78734

PHONE 512-201-4019 EMAIL renee@permitsolutionstx.com

APPLICATION TYPE

ALTERNATIVE STANDARD

VARIANCE

SPECIAL EXCEPTION

WAIVER

PROPERTY INFORMATION

PROJECT NAME	Kim Pool Variance
PROPERTY ADDRESS	410 Hazy Hills Loop
CURRENT LEGAL DESCRIPTION	HEADWATERS AT BARTON CREEK PHASE 1, BLOCK A, Lot 21, ACRES 0.2009
TAX ID#	R148761
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION <input type="checkbox"/> HISTORIC DISTRICT OVERLAY

- Description of request & reference to section of the Code of Ordinances applicable to request:

Applying for variance to construct an in-ground pool and spa that exceeds maximum Impervious Coverage. Proposed IC is 52.8%, Max IC is 50% per PDD 6 Ordinance

We have already applied for a variance to encroach into the setback, see the attached approval.

- Description of the hardship or reasons the Alternative Standard/Special Exception/Variance / Waiver is being requested:

A pool is a reasonable accessory for a single family residence and common development in the City of Dripping Springs. The property has ample room in the backyard to hold a swimming pool/spa and there is an existing wall that can act as a erosion control to protect the surrounding land. The extra 2% of impervious cover caused by surface water will not effect the property.

- Description of how the project exceeds Code requirements in order to mitigate or offset the effects of the proposed alternative standard/special exception/variance/waiver:

The pool and spa will be enclosed in the backyard, protected from the public by existing wood fencing and retaining walls. We are not proposing to alter any existing structures. The construction of the pool within this area would simply change the use of the portion of the lot, from a grass surface to a pool.

APPLICANT'S SIGNATURE

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Permit Solutions (Renee Godinez) is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.
(As recorded in the Hays County Property Deed Records, Vol. 19, Pg. 161.)

Name
owner

Title

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 5th day of April 2022 by Adam Kim by means of an interactive two-way audio visual communication. This notarial act was an online notarization.

Notary Public, State of Texas

My Commission Expires: 31 AUG 2025



Notary Public. This notarial act of online audio/video technology.

Renee Godinez
Name of Applicant

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:

Rense Godinez

Applicant Signature

04/04/2022

Date

CHECKLIST

STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input type="checkbox"/>	Application Fee (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PDF/Digital Copies of all submitted documents When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Billing Contact Form
<input type="checkbox"/>	<input type="checkbox"/>	Photographs
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Map/Site Plan/Plat
<input type="checkbox"/>	<input type="checkbox"/>	Cut/Fill Data Sheet (<i>if applicable</i>)
<input type="checkbox"/>	<input type="checkbox"/>	Architectural Elevations (<i>if applicable</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Description and reason for request (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input type="checkbox"/>	Public Notice Sign - \$25
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Property Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input type="checkbox"/>	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (required if marked "Yes (Required)" on above Lighting Ordinance Section of application)

BUYER: TO WET DOWN CONCRETE SHELL AT LEAST TWICE DAILY FOR SEVEN DAYS.

A&A VIP CIRCULATION SYSTEM

FENCE REMOVAL & REINSTALL

B.M. & T.O.F. T.B.D. BY P.M. @ L.O.

ALL DOORS LEADING TO POOL AREA WILL BE EQUIPPED WITH AUDIBLE ALARMS

EXCAVATORS MUST DIG THE PLUMBING TRENCH IN THE POOL FOR THE MAIN DRAIN

A&S IS NOT RESPONSIBLE FOR ANY DAMAGE TO SPRINKLER, CABLE, PHONE, ELECTRICAL, INTERNET, WATER OR ANY UNDERGROUND LINES

4X8 TRASH BOX

MUST WATER BOND

VACUUM LINE TO POOL

80 sq. ft. BROWNCOAT

FRENCH GREY STONESCAPES MINI PEBBLE

EXCAVATOR TO PREGRADE FOR DECK

**PUMP TURNOVER RATE
14.22 / 24 HRS
150 GPM**

**NEW IMPERVIOUS COVER
-POOL WATER: 450 sqft
SPA WATER: 60 sqft
POOL & SPA COPING: 112 sqft
EQUIPMENT PAD: 24 sqft**

Impervious Coverage	
Lot Coverage Calculation	
Lot Size	8750
House/Garage	3126
Drive/Sidewalk/Patios	848
Total	3974
Existing Coverage	45%
Proposed Coverage	47%

All Gates to be self closing and self latching with latch being a minimum of 54" in height per 2018 IRC, Appendix G

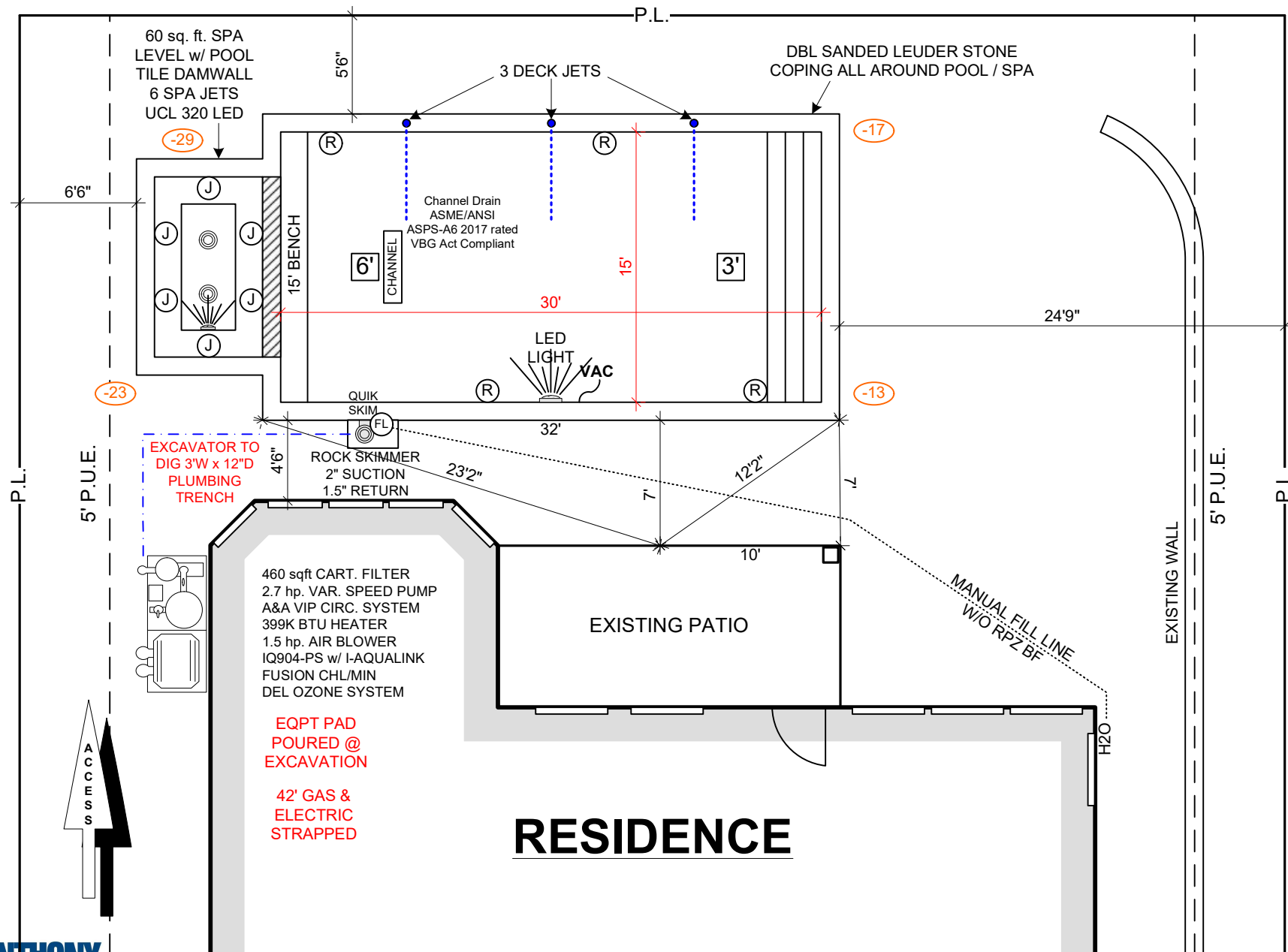
Compliance with the International Swimming Pool & Spa code as required by the 2018 IRC see R 326

Pool Equipment complies with 2018 International Energy Conservation Code SEC R 403. 10-12

**Electric runs
Main Electric Run
Additional Conduit**

Plumbing	Size	Run
A-Skimmer Suction Line	2"	20 FT
B-Skimmer Return Line	1.5"	20 FT
C-Main Drain	3"	20 FT
D>Returns	1.5"	100 FT
E-Pool Cleaner	1.5"	30 FT
F-Spa Return	1.5"	20 FT
G-Spa Main Drain	3"	20 FT
H-Air Line	1.5"	20 FT
I-Pencil Jets	1.5"	56 FT
J-Additional	1.5"	---

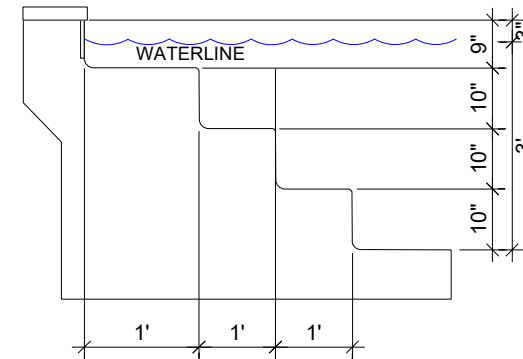
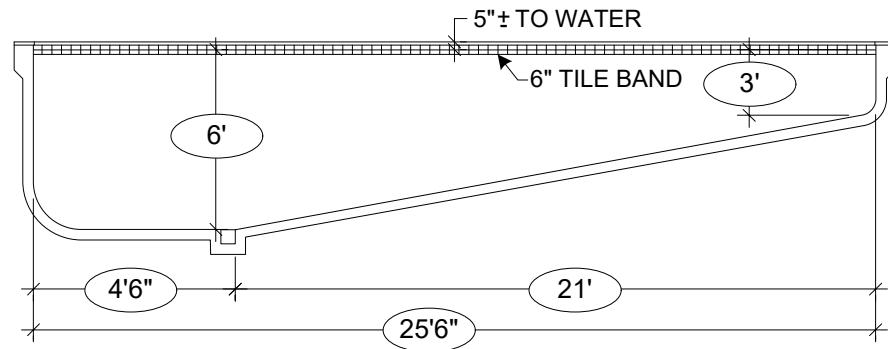
ANTHONY & SYLVAN POOLS LEGEND			
Customer Information		Job Information	
Customer: Kim, Gretchen & Adam Kim		Job No: 2124	
Address: 410 HAZY HILLS LOOP, DRIPPING SPRINGS, TX 78620		Item # 1.	
MR. CELL: (707) 738-6852		MR. EMAIL: adamkim555@gmail.com	
POOL INFORMATION			
MAX. WIDTH:	15.0 FT	POOL/NEB PERIMETER:	90 FT
MAX. LENGTH:	30.0 FT	POOL/NEB SQ. FT.:	450 SQFT
DEPTH:	3 to 6	APPROX. VOLUME/T.O.:	15,188 GAL
DIVING POOL:	No	INTERNAL AREA:	855 SQFT
EXCAVATION			
DIG TYPE:	NARROW- TRACK HOE & BOBCAT	CONCRETE REMOVAL:	0 SF
STUMP REMOVAL:	0	GRADE & HAUL LOADS:	0 LOADS
FENCE/WALL REMOVAL:	0 TO 20LF	SILT FENCE TYPE:	NONE
DIRT HAUL:	HAUL		
POOL SPECIFICATIONS			
POOL COPING:	LEUDERS SEGMENTED COPING	POOL COPING LF:	0 LF
SPA/RBB COPING:	LEUDERS SEGMENTED COPING	SPA/RBB COPING LF:	123 LF
COPING COLOR CHOICE:		NOTCH BEAM:	0 LF
COPING GROUT COLOR:		BROWN COAT:	80 SF
EXT. 2ND STEP/BENCH:	0 LF	TILE CHOICE:	
SWIM OUT:	15 LF	TILE GROUT COLOR:	
SUN SHELF:	0 LF	TRIM TILE:	NONE
6" RAISED BOND BEAM:	0 LF	INTERIOR FINISH TYPE:	STONE SCAPES FRENCH GRAY
NONE:	0 LF	INTERIOR FINISH COLOR:	
18" RAISED BOND BEAM:	0 LF	INTERIOR OPTIONS:	NONE
12" RAISED BOND BEAM:	0 LF	FITTINGS:	
POOL EQUIPMENT			
FILTER TYPE:	460 SQ. FT. CARTRIDGE W/SPA	BOOSTER PUMP:	NONE
FILTER RUN FT:	20	BOOSTER PUMP RUN:	0
POOL PUMP:	2.7 HP VS W/SPA	BOOSTER PUMP:	NONE
SKIMMERS:	1	BOOSTER PUMP RUN:	0
ADDL. SKIMMERS RUN:	0	AUTOMATION:	IQ904-PS (2 JVA)
RETURNS:	4	AUTO MISC:	NONE
FILL TYPE:	MANUAL W/O RPZ BF	CHLORINATOR:	FUSION SANITIZER
FILL LINE DISTANCE:	58 LF	SANITIZER:	DEL OZONE GENERATOR
HEATER:	RAYPAK 399K BTU NG HEATER	SANITIZER:	NONE
POOL LIGHTS:	POOL COLOR LED QTY 1	CLEANER:	NONE
OTHER POOL LIGHTS:	NONE QTY 0	CLEANER:	NONE
ACCESSORIES:	NONE	CLEANER:	NONE
ACCESSORIES:	NONE	VACUUM KIT:	NO
CUP ANCHORS:	No	POOL COVER:	
COVER PUMP:	0	AUTO COVER LID:	
WATER FEATURES			
WATER FEATURE 1:	PENCIL JET(S)	NEGATIVE EDGE:	NO
W/F 1 QTY/RUN:	3 LF 56	NEGATIVE EDGE RUN:	0 LF
WATER FEATURE 2:	NONE	ACCESSORIES:	NONE
W/F 2 QTY/RUN:	0 LF	ACCESSORIES RUN:	0 LF
WATER FEATURE 3:	NONE	ACCESSORIES:	NONE
W/F 3 QTY/RUN:	0 LF	ACCESSORIES RUN:	0 LF
WATER FEATURE 4:	NONE		
W/F 4 QTY/RUN:	0 LF		
SPA SPECIFICATIONS			
SPA SQ. FT.:	60	WIDTH/LENGTH:	
SPA PERIMETER:	32 LF	SPA PLBG RUN:	20
SPA LIGHT(S) TYPE:	SPA COLOR LED QTY 1	SPA RAISED HEIGHT:	NONE
AIR BLOWER:	1.5HP BLOWER	SPA FACING (POOLSIDE):	
JETS (QTY):	6	SPA FACING (DRYSIDE):	
SPA ACCESSORIES:	NONE QTY 0	SPA VENEER AREA:	
SPA ACCESSORIES:	NONE QTY 0	SPILLWAY TYPE/WIDTH:	NOTCH LF
DECK - ELECTRIC - GAS SPECIFICATIONS			
POOL DECK AREA:	0 SF	POOL DECK DRAINAGE:	DECK O DRAIN 0
POOL DECK MATERIAL:	NONE	OTHER DECK DRAINAGE:	AREA DRAIN 0
POOL DECK COLOR:		OTHER DECK DRAINAGE:	DRAIN HEADS 0
EXISTING DECK TOPPING:	NONE	DOWNSPOUT CONNECTS:	
EXISTING DECK AREA:	0	DECK OTHER:	NONE 0
DECK CONTRACTOR:	NONE	DECK OTHER:	NONE 0
ELECTRIC CONTRACTOR:	A&S	CONCRETE PUMP:	NO
SUB PANEL:	NO	STEP TREAD/RISER:	NONE
FENCE CONTRACTOR:	A&S	POOL DECK STEPS:	0 LF
DOOR / GATE ALARMS:	NONE	TURNDOWN:	0 SQFT
HEATER GAS PLUMB:	48 LF	OTHER GAS PLUMB:	0 LF
GAS SIZE & TYPE:	N/A	GAS SIZE & TYPE:	N/A
HEATER GAS TRENCH:	HEATER GAS LINE TRENCHING - D 0	OTHER GAS TRENCH:	NONE 0
A&A VIP SYSTEM, QUIK SKIM, INFUSION RETURNS, CHANNEL DRAIN			
BACKYARD FEATURES			
WALLS:	NONE 0 SQFT	WALLS:	NONE 0 SQFT
FOOTER:	NONE 0 LF	WALL COPING:	NONE 0 LF
WALL COPING:	NONE 0 LF	WALL FACING:	NONE 0 SQFT
WALL FACING:	NONE 0 SQFT	MISCELLANEOUS:	NONE 0
POOL SETBACKS			
REAR:		EQUIPMENT:	
SIDES:		FENCE:	
HOUSE:		OTHER SETBACKS:	
ANTHONY & SYLVAN CO			
DESIGNER:	DAVE ROTHWELL	CELL PHONE NO:	512-917-9151
A&S OFFICE:	AUSTIN	OFFICE PHONE NO:	(512) 258-1232
ADDRESS:	13343 HIGHWAY 183 N., AUSTIN, TX 78750	TOWNSHIP:	
GENERAL MANAGER:	DAN BARRETT	OFFICE PHONE NO:	(512) 258-1232
PROJECT MANAGER:		CELL PHONE NO:	



NOTE		NOTE: To be numbered and referred to on Plan via Symbol	
Changes from the agreement are by addendum only, signed by both parties and paid in full at time of affixing signature. No changes will occur prior to signing addendum.		T.O.C. = ?	
		Date	Description
		8.30.21	Initial Draft: Scott Reeves
		11.15.21	Added elevations

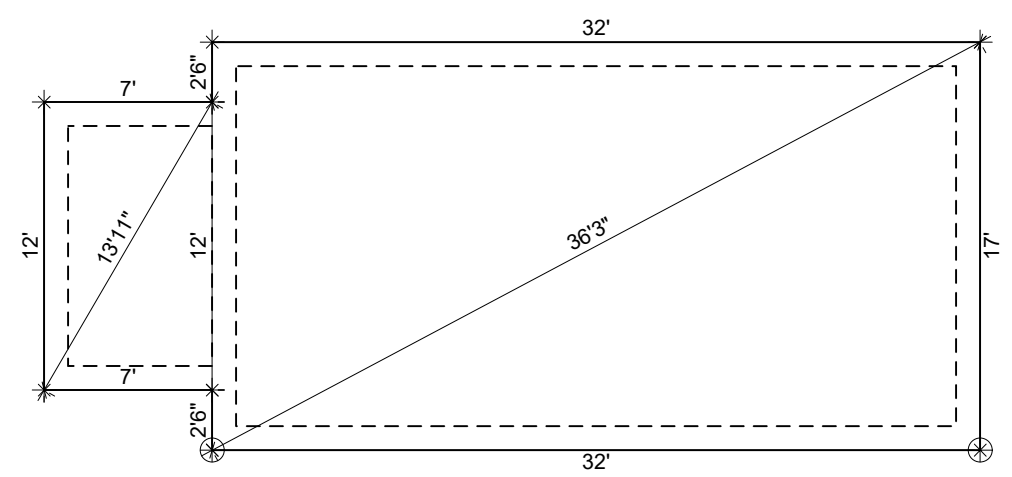
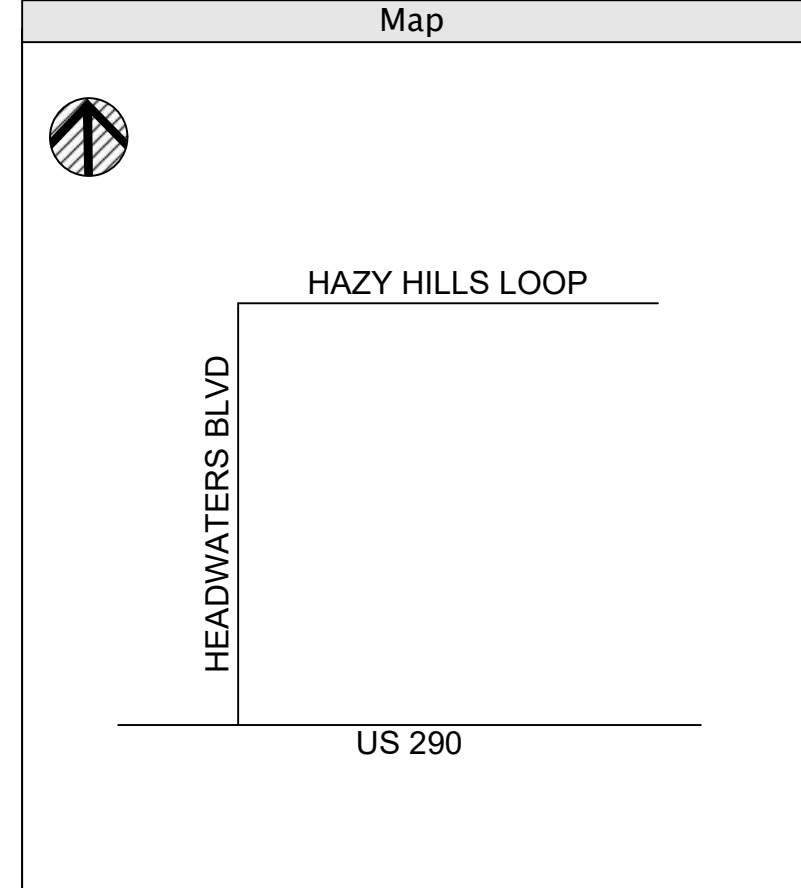
DRAWING SCALE: 1/8" = 1'
Unless otherwise noted

CROSS SECTION - WEDGE



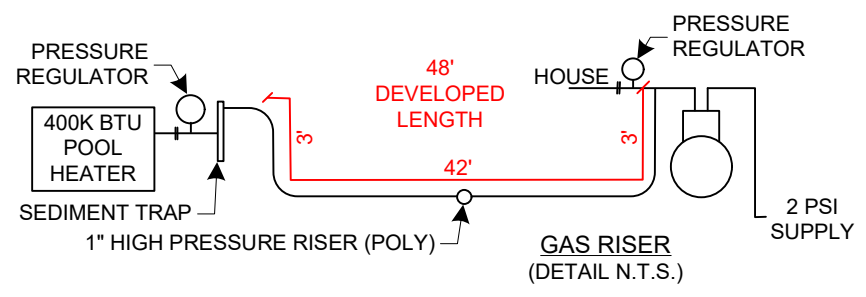
STEP DETAIL: 3' DEPTH
NOT TO SCALE

ANTHONY & SYLVAN POOLS LEGEND			
Kim,		JOB NO:	212
Item # 1.			
CUSTOMER INFORMATION			
CUSTOMER:	GRETCHEN & ADAM KIM	CUSTOMER:	
ADDRESS:	410 HAZY HILLS LOOP	SUBDIVISION:	
CITY:	DRIPPING SPRINGS	STATE:	TX
ZIP:	78620	COUNTY:	
MR. CELL:	(707) 738-6852	MS. CELL:	
MR. EMAIL:	adamkim555@gmail.com	MS. EMAIL:	

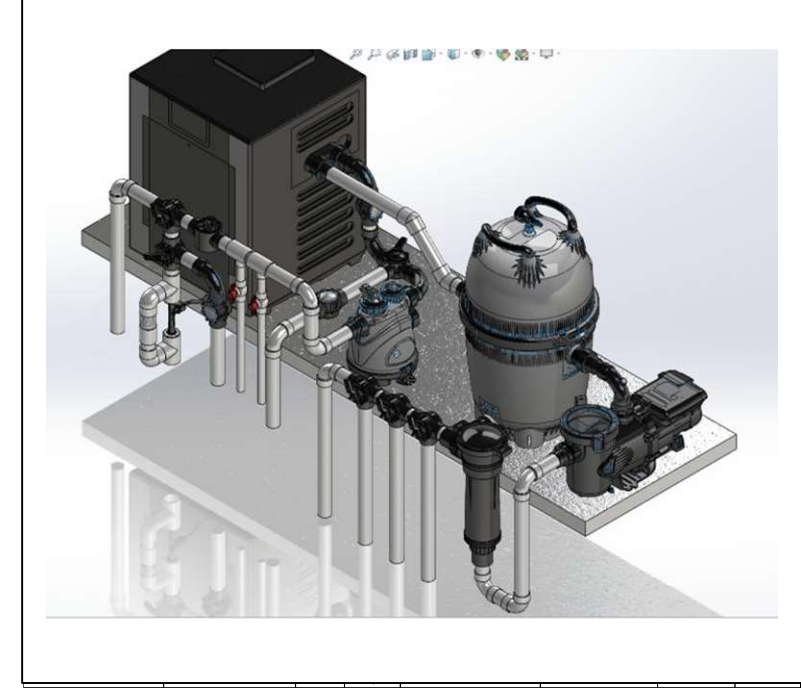


Pool Layout Detail
LAYOUT TO DIG

DRAWING SCALE: 1/8" = 1' Unless otherwise noted

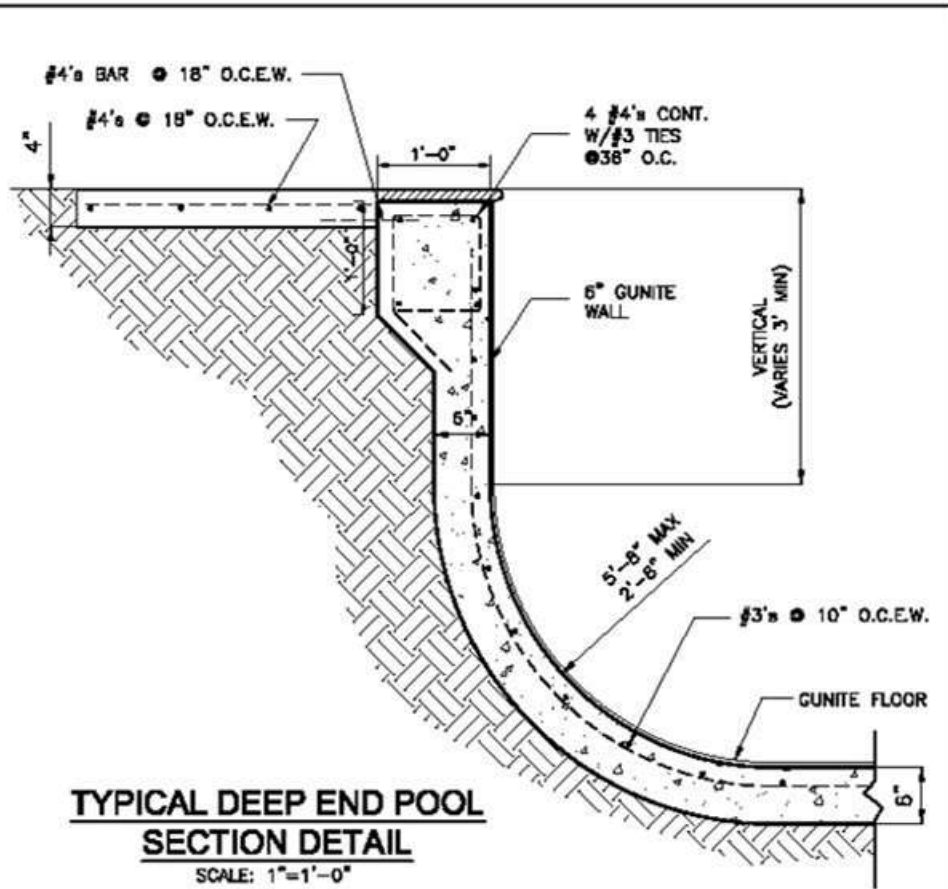


Plumbing

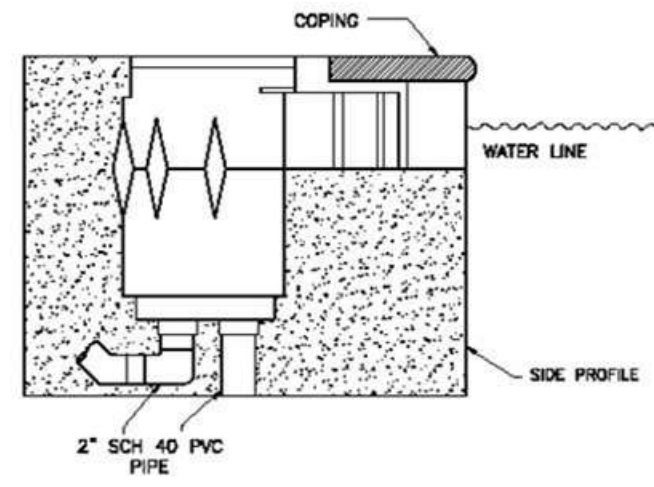
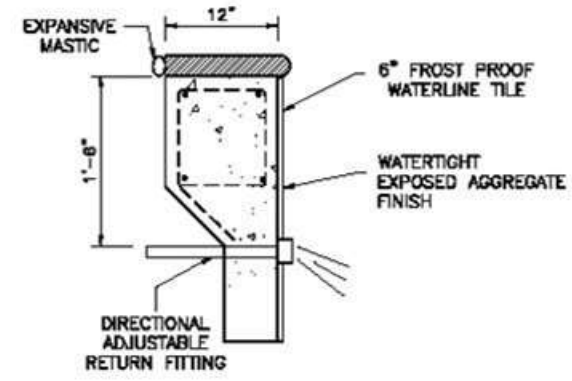


NOTE	NOTE: To be numbered and referred to on Plan via Symbol	REVISIONS	
		Date	Description
Changes from the agreement are by addendum only, signed by both parties and paid in full at time of affixing signature. No changes will occur prior to signing addendum.	T.O.C. = ?	8.30.21	Initial Draft: Scott Reeves

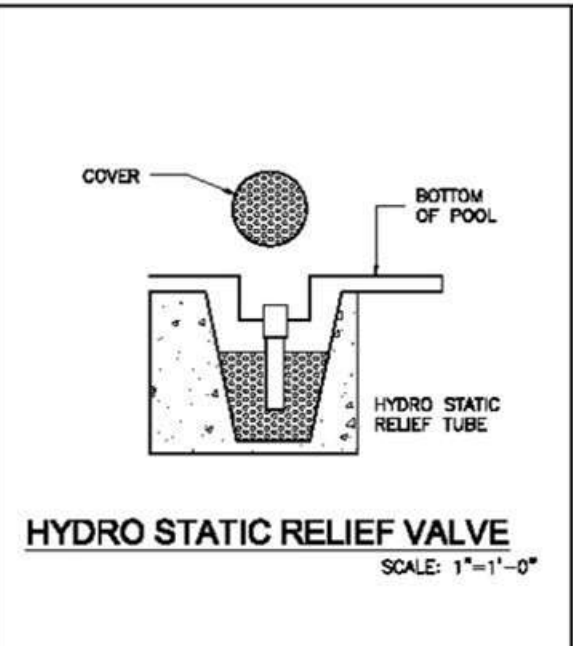
POOL SETBACKS			
REAR:	FT.	EQUIPMENT:	FT.
SIDES:	FT.	FENCE:	FT.
HOUSE:	FT.	OTHER SETBACKS:	FT.
ANTHONY & SYLVAN CO			
DESIGNER:	DAVE ROTHWELL	CELL PHONE NO:	512-917-9151
A&S OFFICE:	AUSTIN	OFFICE PHONE NO:	(512) 258-1232
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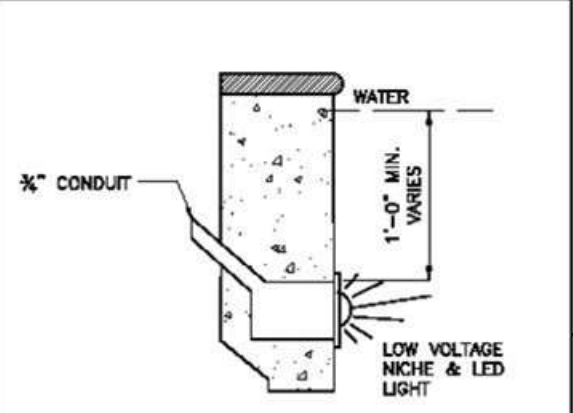
TYPICAL DEEP END POOL SECTION DETAIL
SCALE: 1"=1'-0"



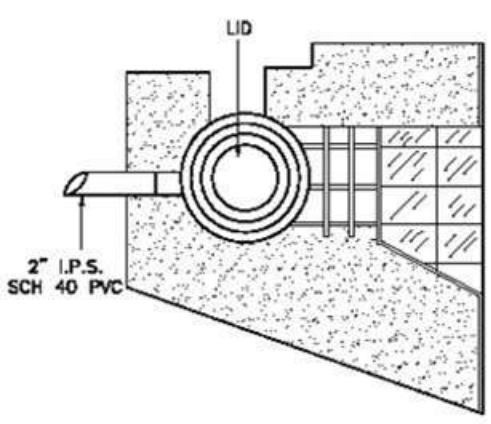
SECTION OF SKIMMER DETAIL
SCALE: 1"=1'-0"



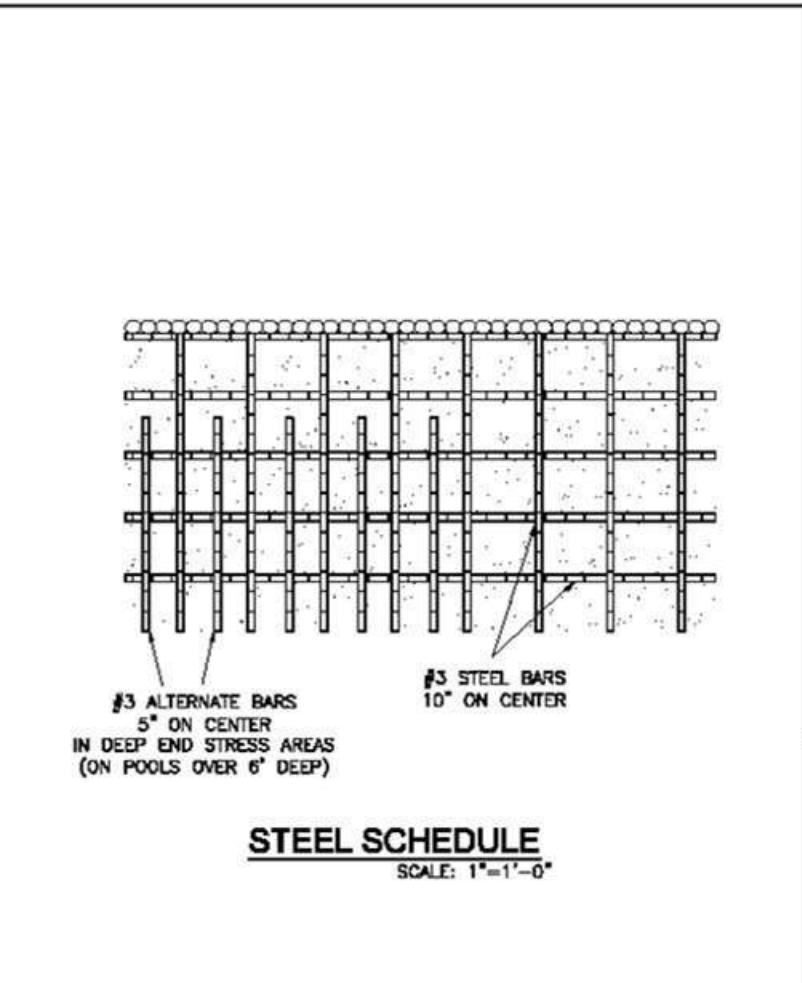
HYDRO STATIC RELIEF VALVE
SCALE: 1"=1'-0"



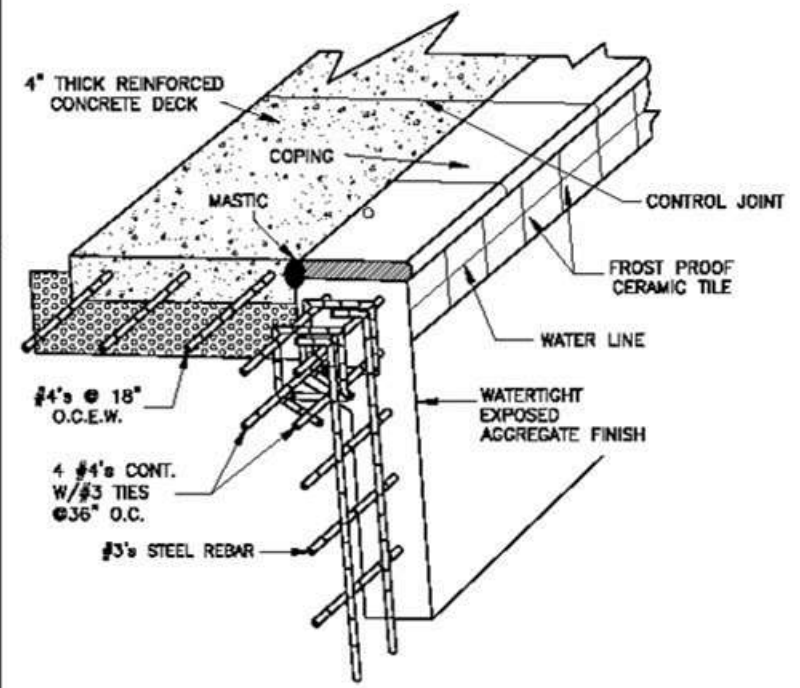
UNDERWATER LIGHT DETAIL
SCALE: 1"=1'-0"



TOP VIEW OF SKIMMER DETAIL
SCALE: 1"=1'-0"



STEEL SCHEDULE
SCALE: 1"=1'-0"



TYPICAL CROSS SECTION CONSTRUCTION DETAIL
SCALE: NTS

ANTHONY & SYLVAN POOLS
POOL STANDARD DETAILS

HOUSTON, TEXAS

ISSUED / REVISED

NO.	DATE	DESCRIPTION	BY
1	08/17/2013	FOR PERMIT	IL
2	04/18/14	REVISION #1	JC
3			

JOB NO:	13-210
CHECKED BY:	JEV
DRAWN BY:	IL
DATE:	04/18/2014
SCALE:	AS SHOWN

DRAWING TITLE:
POOL DETAIL

DRAWING NO.
S-1

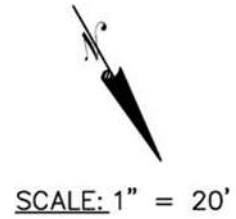
LEGEND	
SYMBOLS	DESCRIPTION
—	BOUNDARY LINE
- - -	EASEMENT LINE
- · - ·	BUILDING LINE
●	PROPERTY PIN
B.S.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT OF WAY

FENCE NOTE:

DIMENSIONS GIVEN FOR FENCELINE ARE FOR TAKE OFF PURPOSES ONLY AND SHALL NOT BE USED TO LOCATE BUILDING ON LOT.

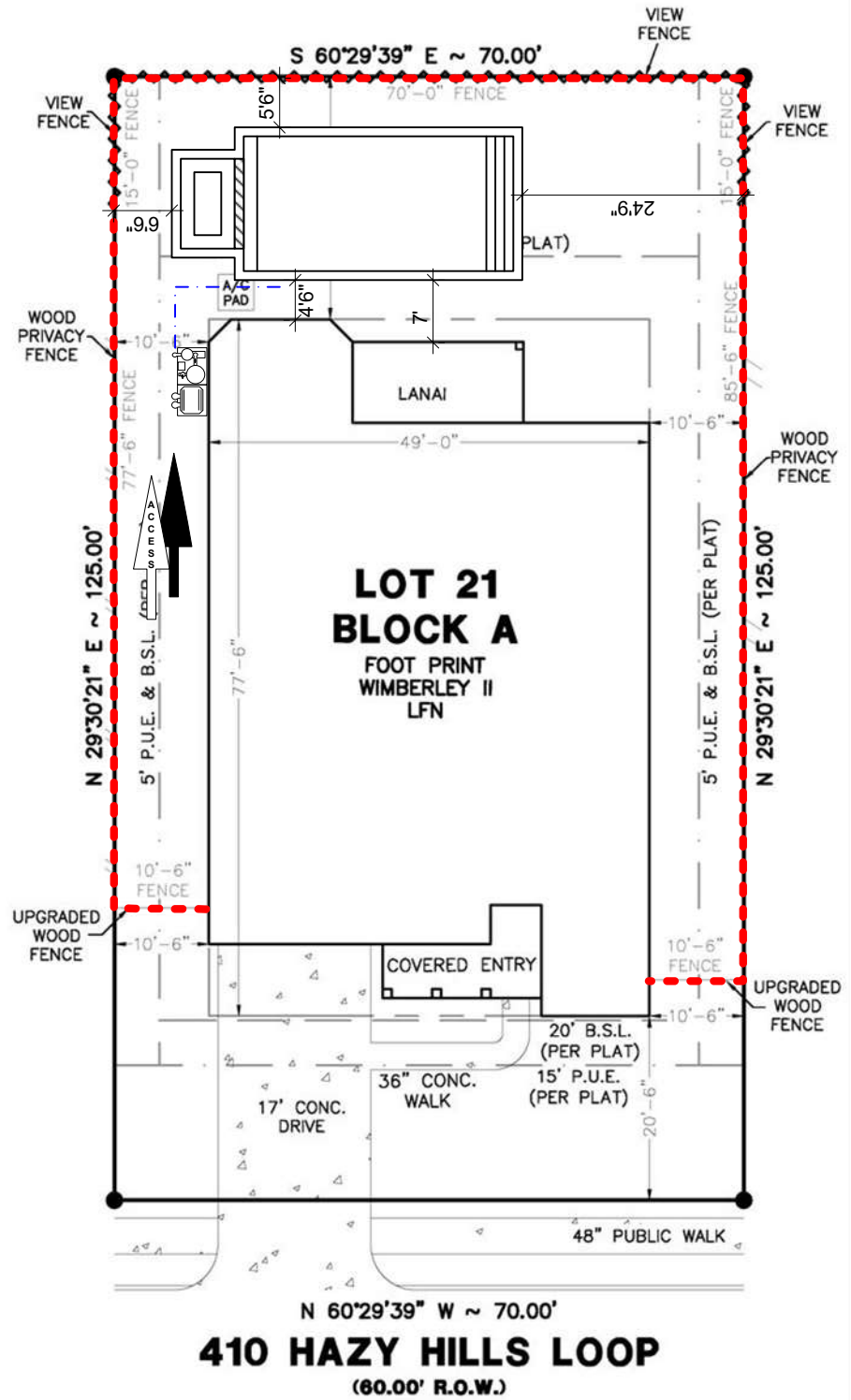
FENCE LENGTH: 284 LINEAR FT. (APPROX.)

PLOT PLAN



SOD TABLE:		
Fence Length:	284	linear ft.
Front Yard:	138	yrd2
Rear Yard (Approx.):	336	yrd2
Front R.O.W. (Approx.):	32	yrd2
TOTAL SOD:	566	yrd2

FLATWORK AREA:		
Private Walk:	65	ft2
Private Drive:	485	ft2
A/C Pad:	16	ft2
Public Approach:	181	ft2
Public Walk:	212	ft2
TOTAL FLATWORK:	959	ft2 (Approx.)



- SIDEWALKS PER CITY OR SUBDIVISION REQUIREMENTS
 - SIZE, SHAPE, AND LOCATION OF DRIVEWAY TO BE VERIFIED BY BUILDER
- A.T.S. JOB#: 20051129s
 Path: Projects\DreamFinders\Headwaters1\PlotPlans\PlotPlans\P-021-00A-HW1.dwg

DREAM FINDERS HOMES

410 HAZY HILLS LOOP
 LOT: 21, BLOCK: A
 HEADWATERS AT BARTON CREEK, PHASE 1
 HAYS COUNTY, TEXAS

BUILDER SHALL LOCATE AND VERIFY ALL DIMENSIONS, BUILDING SETBACKS, EASEMENTS AND BUILDING PLACEMENTS OR COMPLIANCE WITH ALL ORDINANCES AND RESTRICTIONS, AND SHALL NOTIFY THIS OFFICE OF ANY ERRORS, OMISSIONS OR DISCREPANCIES PRIOR TO THE ONSET OF CONSTRUCTION. THIS PLOT PLAN HAS BEEN DRAWN BASED ON INFORMATION GIVEN ON THE PLAT PROVIDED BY THE BUILDER AND IS SUBJECT TO ANY AND ALL BUILDING LINES, EASEMENTS AND RESTRICTIONS NOT SHOWN HERE.

DATE ISSUED

01/09/2020

REVISIONS

NO.	DATE	REASON	BY
1	5/17/2020	FLIPPED PLAN	MP

DRAWN BY: JW
 CHECKED BY: CB



www.ats-engineers.com
Engineers Inspectors & Surveyors
 TBPLS Firm Reg. #10126000
 4910 WEST HWY 290
 AUSTIN, TEXAS 78735
 (512) 328-6995
 FAX: (512) 328-6996



DRIPPING SPRINGS
Texas

CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, May 17, 2022 at 6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

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

City Council Members present were:

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

Staff, Consultants & Appointed/Elected Officials present were:

City Administrator Michelle Fischer
City Attorney Laura Mueller
City Treasurer Shawn Cox
City Secretary Andrea Cunningham
Public Works Director Aaron Reed
Maintenance Director Craig Rice
Planning Director Howard Koontz
Senior Planner Tory Carpenter
Emergency Management Coordinator Roman Baligad
City Engineer Chad Gilpin
Communications & Marketing Director Lisa Sullivan
Municipal Court Judge Marilyn Miller
Architectural Consultant Keenan Smith
Financial Advisor Chris Lane
Bound Counsel Richard Donaghue

PLEDGE OF ALLEGIANCE

Mayor Foulds, Jr. led the Pledge of Allegiance to the Flag.

ELECTIONS

Mayor Foulds, Jr. presented Council Member Harris with an award of service for her time on the City Council.

Mayor Foulds, Jr. stepped away from the dais and Council Member Harris-Allison presided over the meeting.

1. Administration of Oath of Office and issuance of Certificate of Election for Mayor Elect Bill Foulds, Jr. Municipal Court Judge, Marilyn Miller

Judge Miller administered the Oath of Office to Mayor Elect Bill Foulds, Jr. and presented the Certificate of Election.

2. Administration of Oath of Office and issuance of Certificate of Election for Council Member Elect Place 2 Wade King. Municipal Court Judge, Marilyn Miller

Judge Miller administered the Oath of Office to Council Member Elect Wade King and presented the Certificate of Election.

3. Administration of Oath of Office and issuance of Certificate of Election for Council Member Elect Place 4 Wm. Travis Crow. Municipal Court Judge, Marilyn Miller

Judge Miller administered the Oath of Office to Council Member Elect Wm. Travis Crow and presented the Certificate of Election.

PRESENTATION OF CITIZENS

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

No one spoke during Presentation of Citizens.

PROCLAMATIONS & PRESENTATIONS

4. Presentation and Recognition of the Founders Day Commission for the 2022 Founders Day Event.

Mayor Foulds, Jr. recognized the Founders Day Commission members for their outstanding work on the 2022 Founders Day Event. Founders Day Commission Chair Brenda Medcalf thanked the staff, volunteers and dedicated commission members.

5. Proclamation proclaiming the week of May 15 - 21, 2022, as "Emergency Medical Services Week" in the City of Dripping Springs, Texas. Sponsors: Council Members Tahuahua and Harris-Allison

Council Member Tahuahua read and presented the proclamation to members of Emergency Services Districts 1 and 6.

A motion was made by Council Member Tahuahua to approve a proclamation proclaiming the week of May 15 - 21, 2022, as "Emergency Medical Services Week" in the City of Dripping Springs, Texas. Council Member Parks seconded the motion which carried unanimously 5 to 0.

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.

6. **Approval of the March 19, 2022, City Council regular meeting minutes.**
7. **Approval of the May 10, 2022, City Council regular meeting minutes.**
8. **Approval of an updated Reimbursement Resolution for the Tax Increment Reinvestment Zones Number 1 and 2 to reimburse the City for any and all TIRZ expenses. Sponsor: Mayor Foulds, Jr.**

Filed as Resolution No. 2022-R23

9. **Approval of a Professional Service Agreement with Kimley Horn Engineering for PS & E design of the Middle School pedestrian improvements CSJ 0914-33-088 funded by the 2019 TxDOT TASA grant program.**
10. **Approval of an Extension (one year) of the Grounds Maintenance Contract between the City of Dripping Springs and Elk Ridge Mowing.**
11. **Approval of the February 2022 City Treasurer's Report.**

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda Items 6 – 11, with correction Item 6 to read April 19, 2022, and with corrections to those minutes as submitted. Council Member Parks seconded the motion which carried unanimously for Items 8 – 11, and 4 to 0 to 1 for Items 6 – 7, with Council Member Crow abstaining.

BUSINESS AGENDA

12. **Discuss and consider approval of an Ordinance Authorizing the Issuance of \$19,895,000 City of Dripping Springs, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022; and Other Related Matters. Sponsor: Mayor Foulds, Jr.**

Mayor Foulds, Jr. opened a Public Hearing on the item.

Terry Tull spoke during the Public Hearing and presented the City Council with a list of questions and concerns. Staff will address these questions in writing and submit to Mr. Tull via email.

A motion was made by Mayor Pro Tem Manassian to approve an Ordinance Authorizing the Issuance of \$19,895,000 City of Dripping Springs, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022; and Other Related Matters. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2022-12

- 13. Public hearing and possible action regarding an Ordinance of the City of Dripping Springs, Texas ("City") extending the 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 – Laura Mueller presented the staff report which is on file.

b. Public Hearing – David Glen spoke in support of the city’s efforts and offered his assistance as resource if needed. Mathias Elias spoke regarding concerns of an endless moratorium.

c. Moratorium Ordinance – A motion was made by Mayor Pro Tem Manassian to approve an Ordinance of the City of Dripping Springs, Texas ("City") extending the 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 for an additional 120 days. Council Member Crow seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2022-13

- 14. Discuss and consider approval of an Amended and Restated Wastewater Service and Fee Agreement with the Double L (Anarene) Subdivision.**

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

A motion was made by Council Member Crow to approve an Amended and Restated Wastewater Service and Fee Agreement with the Double L (Anarene) Subdivision. Council Member Parks seconded the motion which carried unanimously 5 to 0.

15. Discuss and consider possible action related to the Proposed Five (5) Year Road Maintenance Plan. *Sponsor: Councilmember Tahuahua*

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

A motion was made by Council Member Crow to approve the Proposed Five (5) Year Road Maintenance Plan. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

16. Discuss and consider possible action regarding the Allocation of Funds and Revised Plan for the Improvement of Rob Shelton Boulevard North. *Sponsor: Mayor Foulds, Jr.*

Aaron Reed presented the staff report which is on file.

A motion was made by Council Member Crow to approve Allocation of Funds and Revised Plan for the Improvement of Rob Shelton Boulevard North with the condition that staff use fee waiver for the funds and that a budget amendment is presented to the council for consideration. Council Member King seconded the motion which carried unanimously 5 to 0.

17. Public hearing and consideration of approval of an Ordinance adopting City of Dripping Springs Youth Programs' Standards of Care for the City's recreational programs. *Sponsor: Council Member Parks.*

Council Member Tahuahua was not present on the dais for this item.

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

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

c. Ordinance – A motion was made by Council Member Parks to approve an Ordinance adopting City of Dripping Springs Youth Programs' Standards of Care for the City's recreational programs. Council Member Crow seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2022-14

18. Discuss and consider approval of an Ordinance amending Chapter 28: Subdivisions and Site Plans and Exhibit A to Chapter 28: Subdivision Ordinance related to resubmission and refiling of plat and site plan applications.

Council Member Tahuahua returned to the dais.

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

A motion was made by Mayor Pro Tem Manassian to approve an Ordinance amending Chapter 28: Subdivisions and Site Plans and Exhibit A to Chapter 28: Subdivision Ordinance

related to resubmission and refileing of plat and site plan applications. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2022-15

19. Discuss and consider approval of an Amendment to the City of Dripping Springs Fee Ordinance for unauthorized occupancy and resubmittal fees for Plats and Site Plans.

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

A motion was made by Council Member Crow to approve Amendments to the City of Dripping Springs Fee Ordinance for unauthorized occupancy and resubmittal fees for Plats and Site Plans, with unauthorized occupancy fees of \$750.00. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2022-16

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

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

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

d. Text Amendment – A motion was made by Council Member Tahuahua to postpone the item to the June 7, 2022, City Council regular meeting. Council Member Parks seconded the motion which carried unanimously 5 to 0.

21. Discuss and consider approval of the Appointment of one member to the Emergency Management Commission for an at-large seat with an unexpired term ending January 1, 2023.

Council Member King was not present at the dais for this item.

Andrea Cunningham presented the staff report which is on file.

A motion was made by Council Member Parks to appoint Jason McNutt to an at-large seat with an unexpired term ending January 1, 2023. Council Member Tahuahua seconded the motion which carried unanimously 4 to 0.

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.

Reports are on file and available to review upon request.

22. Maintenance and Facilities Monthly Report*Craig Rice, Maintenance Director***23. Transportation Committee Report***Committee Chair Travis Crow*

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney and 551.072, Deliberation of Real Property and regarding Executive Session Agenda Item 24. Council Member Crow seconded the motion which carried unanimously 4 to 0.

EXECUTIVE SESSION AGENDA

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

- 24. Consultation with City Attorney and Deliberation of Real Property related to the Village Grove Project.** *Consultation with City Attorney, 551.071; Deliberation regarding Real Property, 551.072*
- 25. Consultation with City Attorney related to the South Regional Water Reclamation Project and the litigation on the Wastewater Permit and related items.** *Consultation with City Attorney, 551.071*
- 26. Consultation with City Attorney and Deliberation of Real Property related to easements for road improvements at Roger Hanks Parkway.** *Consultation with City Attorney, 551.071; Deliberation on Real Property, 551.072*

Council Member King returned to the meeting during Executive Session.

The City Council met in Executive Session from 8:17 – 9:01 p.m.

No action or vote was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 9:01 p.m.

UPCOMING MEETINGS**City Council & Board of Adjustment Meetings**

June 7, 2022, at 6:00 p.m. (CC & BOA)

June 21, 2022, at 6:00 p.m. (CC)

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

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

Board, Commission & Committee Meetings

May 19, 2022, Emergency Management Commission at 12:00 p.m.

May 23, 2022, Transportation Committee at 3:30 p.m.
 May 24, 2022, Planning & Zoning Commission at 6:00 p.m.
 May 25, 2022, Economic Development Committee at 4:00 p.m.
 May 26, 2022, Farmers Market Committee at 10:00 a.m.
 June 1, 2022, DSRP Board at 11:00 a.m.
 June 2, 2022, Historic Preservation Commission at 4:00 p.m.
 June 6, 2022, Parks & Recreation Commission at 6:00 p.m.
 June 8, 2022, Utility Commission at 4:00 p.m.

ADJOURN

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

This regular meeting adjourned at 9:02 p.m.

APPROVED ON: June 7, 2022

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



To: City Council
From: Laura Mueller – City Attorney
Date: May 25, 2022
RE: Roger Hanks Parkway

Approval of an Ordinance approving an amended Interlocal Agreement with the Dripping Springs Independent School District for easements related to construction and improvements related to Roger Hanks Parkway including provisions related to parking, impervious cover, and compensation. Sponsor: Mayor Foulds, Jr.

The interlocal was approved by the School District at its May 23, 2022 meeting. The only changes were related to the Temporary Construction Easement dates and confirmation that the driveway will be owned and maintained by the DSISD. However, they changed the School District approved small changes to the interlocal related to these items so I thought it appropriate to add this to the Consent Agenda.

The City of Dripping Springs has been working with the DSISD to provide for a roadway that would be north of the High School and connect 12 to Old 290/290 since 2009. An interlocal providing for 60 foot right of way was approved at that time. Since June 2021, the City Attorney's office has been working with the DSISD to finalize the easement language, the updated interlocal language, and the compensation to increase the right of way from 60 feet to 100 feet.

Easements: 100 feet for Right-of-Way, Pedestrian and Drainage Easement, and Temporary Construction Easement

Compensation:

Appraised value of 100 foot easement:	\$184,536
	+ \$9,226 on the \$184,526 (DSISD Appraiser reflects 5% higher values)
	=\$193,762
Parking Spaces:	+\$12,600 for the 4 parking spaces
Driveway requested by DSISD:	-\$38,330 driveway
Drainage/pedestrian easement:	\$32,282
	=\$200,314

In addition, the City will move two portable buildings that are in the right-of-way.

Ordinance: Ordinance approves ILA and ensures that the right-of-way, road and pedestrian construction and removal of parking spaces does not negatively affect the school district's property.

Staff recommends approval.

CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2022-_____

AN ORDINANCE ADOPTING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF DRIPPING SPRINGS AND THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT RELATED TO AN EASEMENT FOR CONSTRUCTION OF ROGER HANKS PARKWAY AND TO PROVIDE FOR CONFIRMATION OF IMPERVIOUS COVER RELATED TO THE CURRENT STATUS OF THE LOTS FROM WHICH THE EASEMENTS ARE TAKEN; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; AMENDMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, this Agreement is entered pursuant to the Texas Government Code Section 791.001 et seq., Interlocal Cooperation Act, hereinafter "Act." All payment and furtherance of the objectives of the Agreement shall be paid from current revenues of the City and District, as those payments are allocated under this Agreement. The amounts and services exchanged between City and District are amounts that fairly compensate both entities for the real property, services and functions performed under the Act; and

WHEREAS, the City and the District are political subdivisions fully authorized by Chapter 791 of the Texas Government Code and Sections 11.153-154 of the Education Code to make and enter into this Agreement; and

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

1. FINDINGS OF FACT

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

2. ADOPTION

The Interlocal Agreement attached as Attachment "A" ("Interlocal Agreement") is approved by this ordinance and is effective upon final signature.

3. IMPERVIOUS COVER

The current impervious cover on the lots owned by the Dripping Springs Independent School District, specifically the Dripping Springs High School at 940 W Hwy 290, Dripping Springs, TX 78620, as well as all property subject to the Interlocal Agreement, and is confirmed as compliant. Any impervious cover added by the improvements related to the easements granted by the Interlocal Agreement shall not be counted towards the maximum impervious cover on the lots owned by the Dripping Springs Independent School District from which the easements are taken. This confirmation and exception applies to any future improvements creating additional impervious cover where such improvements are made by the Dripping Springs Independent School District or subsequent property owner of the lots from which the easements are taken. Further, for all purposes, including any future expansion and impervious cover on these lots, the City shall consider the Dripping Springs Independent School District property that lies North of the Roger Hanks Parkway as described in Exhibit A, as if the Roger Hanks Parkway was not in place and the properties remained without the Roger Hanks Parkway and related improvements.

4. PARKING

Any parking requirements at the site of the Dripping Springs High School are considered sufficient and will not be brought out of compliance based on the removal of parking spaces due to easement acquisition. This applies to any future parking improvements where such improvements are made by the Dripping Springs Independent School District or subsequent property owner of the lots from which the easements are taken. Further, for all purposes, including any future expansion of parking on these lots, the City shall consider the Dripping Springs Independent School District property that lies North of the Roger Hanks Parkway as described in Exhibit A, as if the Roger Hanks Parkway was not in place and the properties remained without the Roger Hanks Parkway and related improvements.

5. REPEALER

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

4. SEVERABILITY

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

5. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage. The Interlocal Agreement is effective upon execution.

6. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, 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.

NOW THEREFORE, BE IT ORDAINED BY THE City Council of the City of Dripping Springs, Texas:

PASSED & APPROVED this, the _____ day of _____ 2022, by a vote of _____ (ayes) to _____ (nays) to (abstentions)

CITY OF DRIPPING SPRINGS

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

ATTEST:

Andrea Cunningham, City Secretary

INTERLOCAL AGREEMENT

Attachment "A"

_____, 2022

STATE OF TEXAS

COUNTY OF HAYS

INTERLOCAL AGREEMENT

between

Dripping Springs Independent School District

and

City of Dripping Springs

This Interlocal Agreement, hereinafter "Agreement" is made in Dripping Springs, Texas by and between Dripping Springs Independent School District, a political subdivision and public school district of the State of Texas referred to in this Agreement as "District" and the City of Dripping Springs, a political subdivision of the State of Texas referred to in this Agreement as "City."

RECITALS:

WHEREAS, this Agreement is entered pursuant to the Texas Government Code Section 791.001 et seq., Interlocal Cooperation Act, hereinafter "Act." All payment and furtherance of the objectives of the Agreement shall be paid from current revenues of the City and District, as those payments are allocated under this Agreement. The amounts and services exchanged between City and District are amounts that fairly compensate both entities for the real property, services and functions performed under the Act; and

WHEREAS, the City and the District are political subdivisions fully authorized by Chapter 791 of the Texas Government Code and Sections 11.153-154 of the Education Code to make and enter into this Agreement; and

WHEREAS, the City and the District desire to provide the citizens of their respective and shared jurisdictions enhanced opportunities for access to public services; and

WHEREAS, a healthy, successful, and quality school system benefits the public and business in the community by improving public safety, economic development, community pride, civic identity, and public involvement; and

WHEREAS, collaborative programs between the parties improve the quality of life of the citizens of Dripping Springs, enhance educational achievement, strengthen the community, and help ensure the mutual success of the District and the City; and

WHEREAS, the subjects of this Agreement are parcels of land located near the Dripping Springs High School in the what was formerly known as the Karhan Park property;

WHEREAS, on or around November 11, 2009 the City of Dripping Springs and the Dripping Springs Independent School District entered into an Interlocal Agreement as attached as Exhibit "A" the Dripping Springs Independent School District conveyed a 60 foot easement as a portion of the property in the Agreement and as a recorded easement in Exhibit "B"; and

WHEREAS, the City seeks to expand the 60-foot easement to 100 feet to meet road and drainage standards and also seeks to address pedestrian and drainage needs through the easements as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, the District and the City, acting by and through their respective governing bodies, do hereby promise and agree to the following:

ARTICLE I.

Recitals

1.01 The foregoing recitals are incorporated into this Agreement by reference as if expressly set forth herein.

ARTICLE II.

Conveyance

2.01 District agrees to a total of a one-hundred-foot (100') right-of-way easement over the northern 300' of the Draper tract as shown in Exhibit "D" in the form addressed in Exhibit "C". This right-of-way easement is granted pursuant to the November 2009 interlocal agreement but is expanded from a 60' easement to a 100' right-of-way easement attached as Exhibit "A" including additional easement for drainage to support the roadway and driveway requested by the Dripping Springs Independent School District. The 2009 easement is attached as Exhibit "B". The easement at Exhibit "B" is supplemented by the terms of the new easement at Exhibit "C." The District and the City agree that the original 2009 easement controls for the original 60' easement and the terms, conditions, and restrictions remain. This right-of-way easement is placed to meet the City's need for a right-of-way from East to West that would connect with the right-of-way on the North side of the Karhan Park. Further, the easement is being expanded to 100' to meet City road and drainage standards. The drainage improvements to be made by the City as part of the project shall replace the District's swale and improve upon the drainage from the District's property. This will also allow for the planned future uses of the Northern portion of the Draper tract by the District.

2.02 District agrees to grant a right-of-way easement of approximately .152 acres on the northwest side of high school property as shown in Exhibit "E".

2.03 District agrees to a temporary construction easement as shown in Exhibit "G-1" and in the form addressed in Exhibit "D.1". The City shall ensure that the temporary construction easement that encroaches on the parking lot shall be used solely for the

Interlocal Agreement between Dripping Springs Independent School District and City of Dripping Springs

removal and reconstruction of the parking lot drive aisle and shall only be in effect during this part of the construction. ~~The, which shall occur only between January 1, 2023 and April 30, 2023.~~ Within that time, the area shall be returned to an operational manner as soon as is ~~reasonable~~ reasonably possible with consideration of the use of the parking lot.

- 2.04 District agrees to a drainage and pedestrian easement of approximately .0239 acres as shown in Exhibit "F" and in the form addressed in Exhibit "F.1" to support the drainage ditch and culvert for the District District's driveway shown on Exhibit "G" and to provide for a pedestrian sidewalk.
- 2.05 The City and the District agree to each pay for their own appraisals and surveys related to the conveyance.
- 2.06 The City agrees to pay Two Hundred Thousand Three Hundred Fourteen and No/100 Dollars (\$200,314.00) for the increased and additional conveyances of the District's property, on or before recording of the easements set out as granted herein. This compensation includes the cost of the easements and removed parking spaces and a deduction for construction of the driveway requested by the school district.
- 2.07 The City agrees to construct a driveway, together with a drainage ditch and culvert, to allow a connection for the District on Roger Hanks Parkway for access by the High School to the new section of Roger Hanks Parkway at the location set out at Exhibit "G" on or before May ~~31~~, 2023. The City agrees that the driveway is a private driveway, which shall remain in the District's sole control.
- 2.08 The movement of the portable buildings within the easement area shall be moved at the direction of the Dripping Springs Independent School District at the expense of the City of Dripping Springs. Once a timeline for the road construction is prepared, such schedule shall be shared with the Dripping Springs Independent School District who will be given up to fourteen (14) days to coordinate with the City of Dripping Springs for the movement and placement of the portable buildings. Removal of the buildings shall not occur until the location of the buildings is finalized by the Dripping Springs Independent School District and the City of Dripping Springs. An extension of the fourteen (14) days for location of the portable buildings may be provided in writing by both Parties if needed. Road construction that does not affect the placement of the portable buildings may commence any time at least thirty (30) days after submission of the road construction schedule to the Dripping Springs Independent School District.

ARTICLE III.
District and City Obligations

- 3.01 With the exception of the driveway and drainage set out in 2.07, the City shall complete the expansion of Roger Hanks Parkway Project, including all roadwork, ~~driveway~~, drainage, and other improvements on or before June 30, 2023.
- 3.02 District and the City will not commit or allow to be committed any waste on the property, create or allow any nuisance to exist on the property, or use or allow the property to be used for any unlawful purposes.
- 3.03 City, City's agents, guests, licensees, invitees, sublessees, assignees, and successors, and District, District's agents, guests, licensees, invitees, sublessees, assignees, and successors shall at all times comply with all applicable laws, ordinances, and governmental regulations in the use of the property.
- 3.04 a. District will maintain the property in its current manner until conveyance to City. District will maintain any current general liability insurance and property insurance for the property until conveyance to City.
- b. City, City's agents, guests, licensees, invitees, sublessees, assignees, and successors shall maintain general liability insurance and property insurance. City, City's agents, assignees and successors shall name the District as an additional insured on all property and liability insurance for the road and drainage project.
- 3.05 Excluding the portable buildings referenced above, District will remove all goods, vehicles, and personal property of District of any kind in or on the property where the easements are to be located within thirty (30) days of the City's notification of the need to begin road construction in the easement area. With the exception of the portable buildings, all goods, vehicles, and personal property of any kind of District in or on the property will be the sole responsibility of District, and in no event will City be liable for any loss or damage to these goods or property for any reason whatsoever.
- 3.06 City will repair and replace any improvements disturbed during construction that are not in the permanent easement area. City will repair and replace the portable buildings if damaged during or as a result of relocation.
- 3.07 The City agrees to install and maintain temporary fencing to separate the City's work on the Roger Hanks Parkway Project from the District's property.
- 3.08 Any parking requirements at the site of the Dripping Springs High School are considered sufficient and will not be brought out of compliance based on the removal of parking spaces due to easement acquisition. City shall pass an Ordinance in the form of Exhibit "H" at the time of approval of this Interlocal, in order to provide for incorporation of this commitment for any future expansion of buildings or uses at the

Dripping Springs High School, which may be subject to a variance due to any future expansion.

- 3.09 Any impervious cover calculations are considered compliant based on current improvements. Any facilities built by the City on the proposed easement areas will not be counted towards the Dripping Springs High School impervious cover cap. City shall pass an Ordinance in the form of Exhibit "H" at the time of approval of this Interlocal, in order to provide for incorporation of this commitment for any future expansion of buildings or uses at the Dripping Springs High School, which may be subject to a variance due to any future expansion.

ARTICLE IV.
General Provisions

- 4.01 Notices given pursuant to the provisions of this Agreement, or necessary to carry out its provisions, shall be in writing, shall be deemed to have been given when physically received in hand by the party to whom directed, and shall be directed personally to the following persons:

Notice to District:

Dripping Springs Independent School District
Holly Morris-Kuentz, Superintendent
510 W. Mercer P.O. Box 479
Dripping Springs, Texas 78620

With a copy to:

Walsh Gallegos
Attn: Ann Greenberg
P. O. Box 2156
Austin, Texas 78768-2156

Notice to CITY:

City of Dripping Springs
Attn: Michelle Fischer, City Administrator
P.O. Box 384
Dripping Springs, TX 78620

With a copy to:

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

- 4.02 If either party files an action to enforce any covenant of this Agreement, then the prevailing party is entitled to recover its reasonable attorney's fees to be fixed by the Court pursuant to Local Government Code Section 271.159.
- 4.03 The waiver by District or City of any breach of any provision of this Agreement will not constitute a continuing waiver of any subsequent breach of the same or a different provision of the Agreement.
- 4.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under this contract are performable in Hays County, Texas. Whenever the context requires, singular nouns and pronouns include the plural and plural nouns and pronouns include the singular. This Agreement shall benefit and bind the respective heirs, legal representatives, successors and assignees of the parties herein. No modifications or amendments of this Agreement shall be binding unless in writing and duly signed by the parties or their authorized representatives. If any provision of this Agreement is found to be invalid or unenforceable, such invalidity will not affect the remainder of the Agreement and the remainder of the Agreement shall continue in full force and effect.
- 4.05 Both City and District agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, or condition within this Agreement whenever needed.
- 4.06 By executing this Agreement, each party represents that such party has full capacity and authority to grant all rights and assume all obligations that have been granted and assumed under this Agreement, and that the governing body of the respective party has authorized this Agreement.
- 4.07 Either party may at its own option and expense research title history of the properties made subject of this Agreement.
- 4.08 Neither City nor District waives any governmental immunity. Any provision herein interpreted by a court of law to waive either party's governmental immunity is void.

4.09 This Agreement may be executed and made effective through the signing by the Parties of multiple originals.

4.10 This Agreement shall be Effective upon the date of signing by both Parties.

NOW, THEREFORE BE IT AGREED UPON BY THE PARTIES AS STATED ABOVE:

**DRIPPING SPRINGS INDEPENDENT:
SCHOOL DISTRICT**

CITY OF DRIPPING SPRINGS:

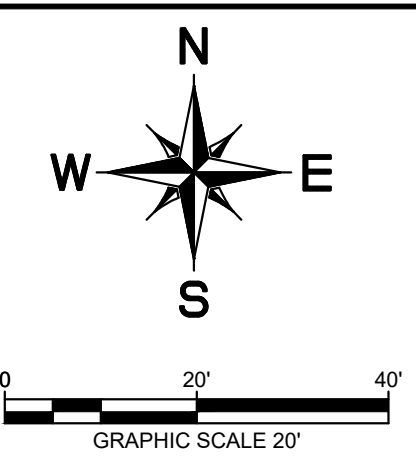
By: _____
Dr. Mary Jane Hetrick
Board President
Dripping Springs ISD by action
of the Board of Trustees:

By: _____
Bill Foulds, Jr.
Mayor
City of Dripping Springs by action of the
City Council:

Date

Date

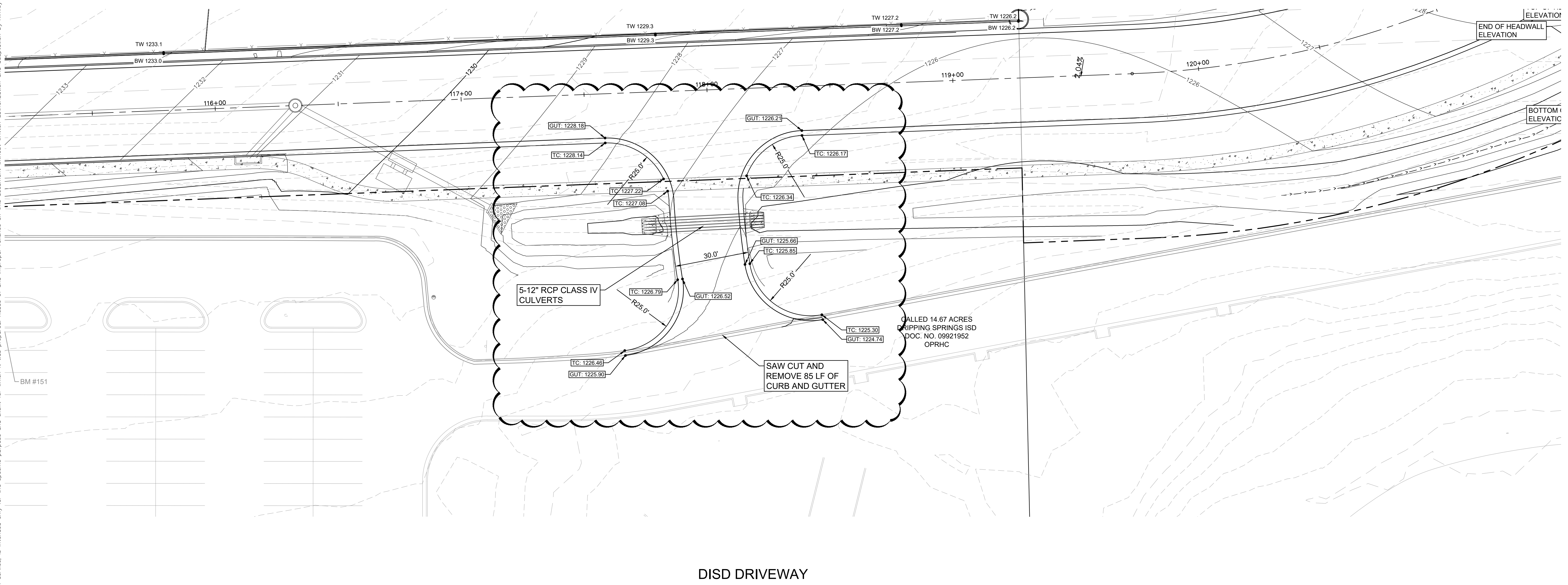
Plotted By: Granada, Alex. Date: November 11, 2021 12:22:17pm
 File Path: K:\a-us-civil\06778317-heritage-mi homes\cadd\plansheets\OVERALL GRADING PLAN.dwg
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND

	PROPERTY LINE
	PROPOSED CONTOUR
	EXISTING CONTOUR
	PROPOSED RETAINING WALL
	PROPOSED SWALE
	STREET DRAINAGE FLOW DIRECTION

- NOTE:**
- CONTRACTOR TO PROVIDE STRUCTURAL WALL DESIGN FOR ALL WALLS.
 - BW = BOTTOM OF GRADE
TW = TOP OF GRADE
SEE STRUCTURAL FOR TOP OF FOOTING AND TOP OF BLOCK
 - ANY REVISIONS TO RETAINING WALLS WILL REQUIRE CITY APPROVAL

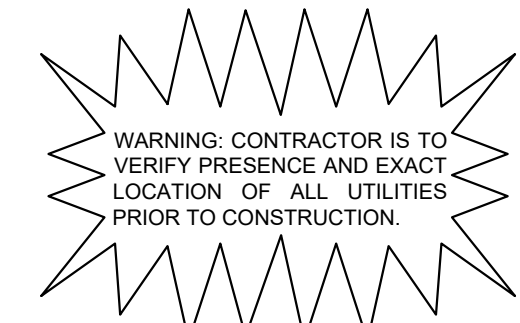


DISD DRIVEWAY

5-12" RCP CLASS IV CULVERTS

SAW CUT AND REMOVE 85 LF OF CURB AND GUTTER

CALLED 14.67 ACRES DRIPPING SPRINGS ISD DOC. NO. 09921952 OPRHC



Know what's below.
Call before you dig.

BENCHMARKS

BM #150	SQUARE CUT SET AT THE BACK OF CURB
ELEV. = 1229.74'	(NAVD '88)
BM #151	SQUARE CUT SET AT THE BACK OF CURB
ELEV. = 1230.35'	(NAVD '88)

Item # 3.	B
REVISIONS	DATE
No.	

Kimley»Horn
 © 2021 KIMLEY-HORN AND ASSOCIATES, INC.
 10814 JOLLYVILLE ROAD, AVALON IV, SUITE 300, AUSTIN, TX 78759
 PHONE: 512-418-1771 FAX: 512-418-1791
 WWW.KIMLEY-HORN.COM
 TEXAS REGISTERED ENGINEERING FIRM F-928

KHA PROJECT	06778317
DATE	SEPTEMBER 2021
SCALE	AS SHOWN
DESIGNED BY:	AEC
DRAWN BY:	AEC
CHECKED BY:	BJB

DISD DRIVEWAY

**ROGER HANKS PARKWAY
EXTENSION II**
 CITY OF DRIPPING SPRINGS
 HAYS COUNTY, TEXAS

SHEET NUMBER

Fagle House Moving / Roger Fagle
2821 E. SH 29
Bertram, TX 78605

Item # 3.

Contractors Invoice

WORK PERFORMED AT:

TO: City of Dripping Springs

Dripping Springs I.S.D.

DATE: 4-26-2022

OUR WORK NO.: (512) 355-3941 Office

OUR NO.: (512) 917-0326 cell

DESCRIPTION OF WORK PERFORMED

Move two 24' x 64' Portable Classrooms from the High School to new location @ Administration building area. Move approximately 2 miles.

Buildings to be set level on block and pad foundation; tied down.

Fagle House Moving not responsible for any electrical, plumbing, or under-pinning.

Total \$10,750.00 per building = \$21,500.00

payments to be made as follows:

1st payment due when first building delivered - \$10,750.00

remaining balance due when second building delivered and set level on block & pad foundation \$10,750.00

Final payment due with-in 5 days upon completion

Thank You,
Roger Fagle

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of Twenty-One Thousand Five Hundred Dollars (\$ 21,500.00).

This is a Partial Full invoice due and payable by: _____
in accordance with our Agreement Proposal No. _____ Dated _____
Month Day Year Month Day Year

APPRAISAL REPORT

of a permanent ROW easement to be situated on ±60.200 acres located at
the NL of Hwy 290 and the EL of Golden Eagle Ln (940 US 290W),
Dripping Springs, Hays County, TX

Parcel:	Dripping Springs ISD
Project Name:	Roger Hanks Parkway
Property Owner:	Dripping Springs ISD
CAD Parcel Number:	R17892, R127699 R131452, R94016, R18105
Legal Description:	Land in the Philip Smith Survey, Abstract No. 415, Hays County, Texas

Submitted To:

Ms. Ginger Faught
Deputy City Administrator
City of Dripping Springs
511 Mercer St
Dripping Springs, TX 78620

Prepared By:

ATRIUM REAL ESTATE SERVICES
14425 Falcon Head Blvd D-100
Austin, Texas 78738

Effective Date of Appraisal:
July 2, 2021



September 22, 2021

Ms. Ginger Faught
 Deputy City Administrator
 City of Dripping Springs
 511 Mercer St
 Dripping Springs, TX 78620

RE: Appraisal report of the permanent ROW easement to be situated on ±60.200 acres located at the NL of Hwy 290 and the EL of Golden Eagle Ln (940 US 290W), Dripping Springs, Hays County, TX.

Parcel #:	Dripping Springs ISD
Project Name:	Roger Hanks Parkway
Property Owner:	Dripping Springs ISD
CAD Parcel Number:	R17892, R127699 R131452, R94016, R18105
Legal Description:	Land in the Philip Smith Survey, Abstract No. 415, Hays County, Texas

Dear Ms. Ginger Faught:

As requested, an appraisal has been completed on the above referenced property. The purpose of the appraisal is to estimate the market value of the fee simple interest of the subject whole property and the recommended compensation for the permanent ROW easement acquisition. The following appraisal and final estimate of value have been based upon the inspection of the property and upon research into various factors which influence value. The effective date of this appraisal was July 2, 2021.

The analysis and results of the investigation are submitted in the accompanying report which has been prepared in conformity with the requirements of the *Code of Professional Ethics and the Standards of Professional Appraisal Practice* of the APPRAISAL INSTITUTE, the *Uniform Standards of Professional Appraisal Practice* as promulgated by the APPRAISAL FOUNDATION, as well as the requirements of the STATE OF TEXAS for State-Certified General Real Estate Appraisers.

MARKET VALUE/RECOMMENDED COMPENSATION ESTIMATES - The market value of fee simple interest in the subject property, as well as the recommended compensation estimate for the proposed acquisition, as of July 2, 2021, was as follows:

Page 2
September 22, 2021

RECOMMENDED COMPENSATION SUMMARY

Existing Permanent ROW Easement (Karhan Park) (± 0.936 acres ($\pm 40,772$ SF))	\$0	
Existing Permanent ROW Easement (Draper) (± 1.767 acres ($\pm 76,985$ SF))	\$0	
Unencumbered Land (± 57.497 acres ($\pm 2,504,555$ SF))	\$7,523,662	
Total Whole Property Value – Separate Economic Unit (Land only and impacted site improvements - if any)	\$7,523,662	
New Permanent ROW Easement Acquisition – Part 1 (± 0.152 acres ($\pm 6,617$ SF))		\$29,848
New Permanent ROW Easement Acquisition – Part 2 (± 2.939 acres ($\pm 128,039$ SF))		\$153,162
Existing Permanent ROW Easement Acquisition (Draper) – Part 2 (± 1.767 acres ($\pm 76,985$ SF))*		\$0
Total Permanent ROW Easement Acquisition		\$183,010
Remainder Before the Acquisition	\$7,340,652	
Remainder After the Acquisition	\$8,923,464	
Damages/(Enhancements)		(\$1,582,812)
Special Compensation/Cost to Cure		\$3,110
Total Recommended Compensation		\$186,120

*This portion of permanent ROW acquisition Part 2 was previously conveyed through Interlocal Agreement (dated November 2009), please refer to Scope of Work section.

ATRIUM REAL ESTATE SERVICES appreciates the opportunity to be of service to you. Should you have any questions, or if we can be of further assistance, please contact our office.

Respectfully submitted,

ATRIUM REAL ESTATE SERVICES



Lory R. Johnson, MAI, SR/WA
President
Texas Certified Appraiser #TX-1321640-G

CERTIFICATION OF THE APPRAISER

The undersigned do hereby certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved. I have not performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, the occurrence of a subsequent event directly related to the intended use of this appraisal.
- the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Code of Professional Ethics and the Standards of Professional Appraisal Practice* of the APPRAISAL INSTITUTE. The report also conforms to the *Uniform Standards of Professional Appraisal Practice* as promulgated by the APPRAISAL FOUNDATION, as well as the requirements of the STATE OF TEXAS for State-Certified General Real Estate Appraisers.
- Lory R. Johnson, MAI, SR/WA and Greyson Peterek have made a personal inspection of the property that is the subject of this report.
- Greyson Peterek provided significant real property appraisal assistance to the person signing this certification.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. As of the date of this report, Lory R. Johnson, MAI, SR/WA has completed the continuing education program for Designated Members of the Appraisal Institute.
- this appraisal report sets forth all limiting conditions (imposed by the terms of the assignment or by the undersigned) affecting the analyses, opinions, and conclusions expressed herein.
- the appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- the market data contained within this report, has been accumulated from various sources and, where possible, personally examined and verified as to details, motivation, and validity.

ATRIUM REAL ESTATE SERVICES



Lory R. Johnson, MAI, SR/WA
 President & CEO
 Texas Certified Appraiser #TX-1321640-G
 Date Signed: September 22, 2021

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INTRODUCTION

INTRODUCTION

SUBJECT PROPERTY PHOTOGRAPHS

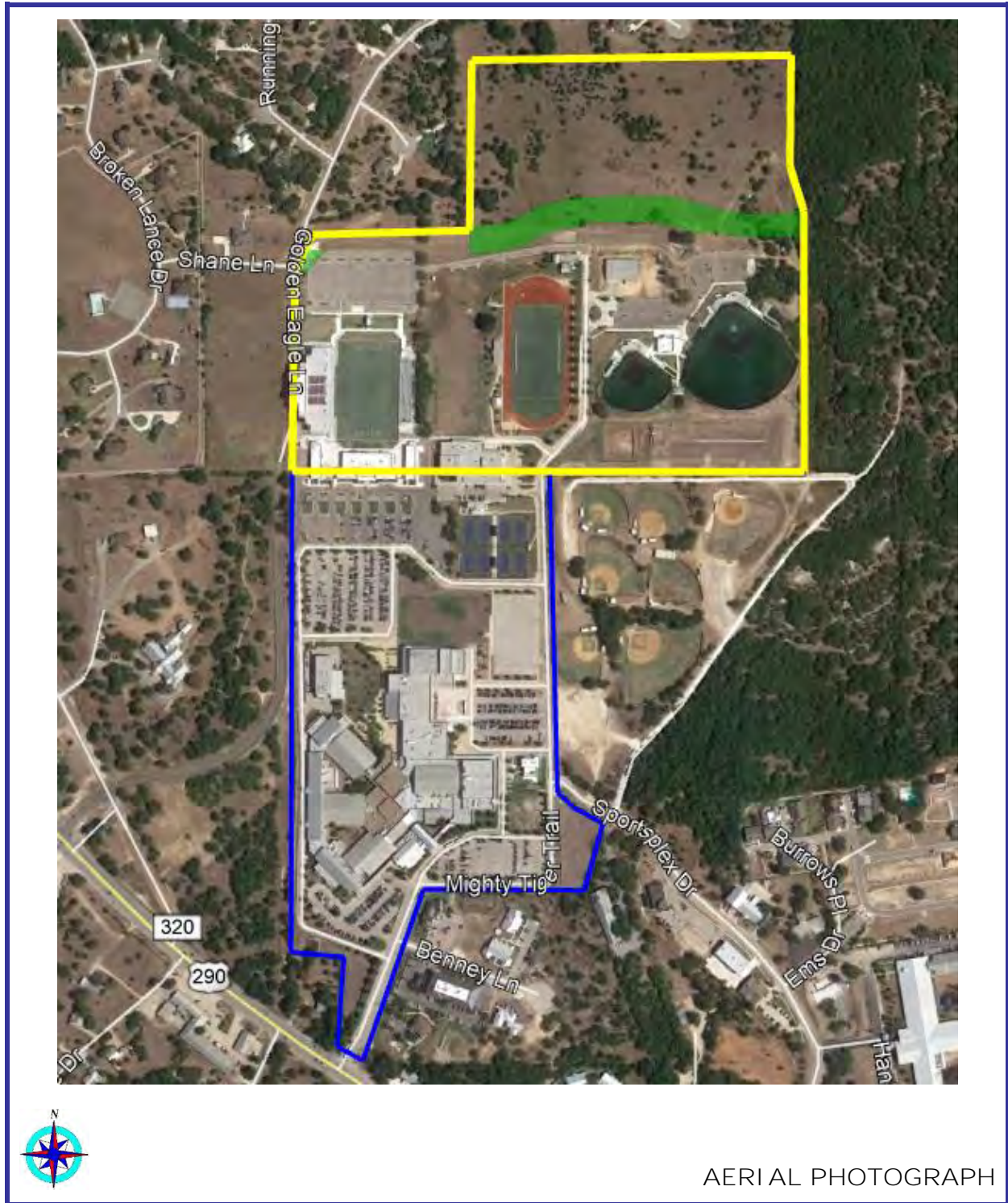


AERIAL PHOTOGRAPH

Source: Google Maps
Blue: Subject property boundary (estimated by appraiser)
Yellow: Separate economic unit (estimated by appraiser)
Green: Permanent ROW easement acquisition (estimated by appraiser)

INTRODUCTION

SUBJECT PROPERTY PHOTOGRAPHS



AERIAL PHOTOGRAPH

Source: Google Maps
Blue: Subject property boundary (estimated by appraiser)
Yellow: Separate economic unit (estimated by appraiser)
Green: Permanent ROW easement acquisition (estimated by appraiser)

INTRODUCTION

SUBJECT PROPERTY PHOTOGRAPHS



Source: Google Maps
Blue: Subject property boundary (estimated by appraiser)
Yellow: Separate economic unit (estimated by appraiser)
Green: Permanent ROW easement acquisition – Part 1 (estimated by appraiser)

INTRODUCTION

SUBJECT PROPERTY PHOTOGRAPHS



Source: Google Maps
Blue: Subject property boundary (estimated by appraiser)
Yellow: Separate economic unit (estimated by appraiser)
Green: Permanent ROW easement acquisition - Part 2 (estimated by appraiser)

INTRODUCTION

SUBJECT PROPERTY PHOTOGRAPHS



Main improvement (Dripping Springs High School complex on parent tract, not impacted)

Date photo taken:
07/02/2021

Football complex/field house (not impacted)



Date photo taken:
07/02/2021



Football complex (not impacted)

Date photo taken:
06/22/2021

INTRODUCTION

SUBJECT PROPERTY PHOTOGRAPHS



Track (not impacted)

Date photo taken:
07/02/2021

Maintenance building (not impacted)



Date photo taken:
07/02/2021



Agricultural center (not impacted)

Date photo taken:
07/02/2021

INTRODUCTION

SUBJECT PROPERTY PHOTOGRAPHS



Modular buildings in area of acquisition

Date photo taken:
07/02/2021

Proposed permanent ROW
easement acquisition Part 1



Date photo taken:
06/22/2021



Proposed permanent ROW
easement acquisition Part 1
(temporary fencing is
personal property)

Date photo taken:
06/22/2021

INTRODUCTION

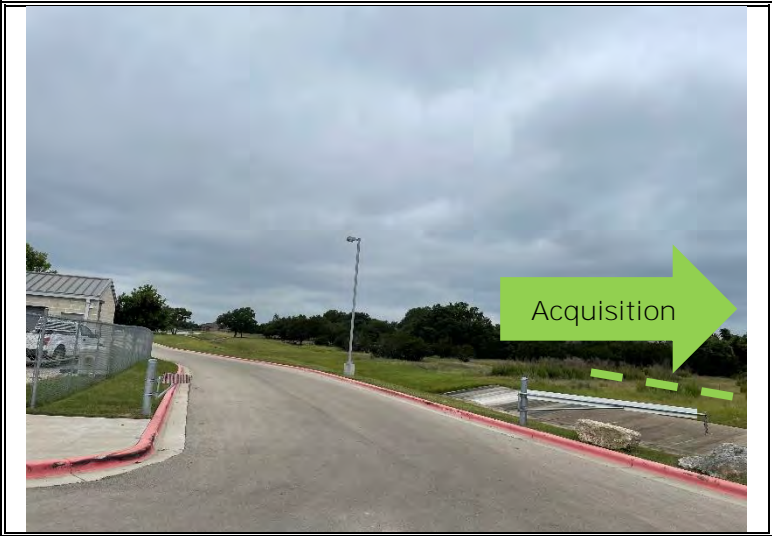
SUBJECT PROPERTY PHOTOGRAPHS



Area of existing Karhan Park tract permanent ROW easement

Date photo taken:
06/22/2021

Area of proposed ROW easement acquisition Part 2



Date photo taken:
06/22/2021



Area of proposed permanent ROW easement acquisition Part 2

Date photo taken:
06/22/2021

INTRODUCTION

SUBJECT PROPERTY PHOTOGRAPHS



Area of proposed permanent ROW easement acquisition Part 2

Date photo taken: 06/22/2021

Golden Eagle Lane (subject to the left)



Date photo taken: 06/22/2021



Mighty Tiger Trail entering area of separate economic unit

Date photo taken: 07/02/2021

INTRODUCTION

EXECUTIVE SUMMARY

Parcel #:	Dripping Springs ISD
Property Owner:	Dripping Springs ISD
Property Location:	NL of Hwy 290 and the EL of Golden Eagle Ln (940 US 290W), Dripping Springs, Hays County, TX

PROPERTY COMPONENT SUMMARY		
Component	Acres	SF
Whole Property – Separate Economic Unit	±60.200 acres	±2,622,312 SF
Existing ROW Easement (Karhan Park)	±0.936 acres	±40,772 SF
Existing ROW Easement (Draper)	±1.767 acres	±76,985 SF
Whole Property Unencumbered – Separate Economic Unit	±57.497 acres	±2,504,555 SF
New ROW Easement Acquisition – Part 1	±0.152 acres	±6,617 SF
New ROW Easement Acquisition – Part 2	±1.172 acres	±51,054 SF
Existing ROW Easement Acquisition (Draper) – Part 2*	±1.767 acres	±76,985 SF
Total Permanent ROW Easement Acquisition	±3.091 acres	±134,656 SF
Remainder	±60.200 acres	±2,622,312 SF
North Remainder Unencumbered	±16.500 acres	±718,740 SF
South Remainder Unencumbered	±39.673 acres	±1,728,144 SF
Total Remainder Unencumbered	±56.173 acres	±2,446,884 SF

The whole property size, as per CAD, contains ±101.634 acres, and survey is N/A. The area of the separate economic unit was calculated by the appraiser based on the anticipated separate economic unit for the subject (please refer to the Scope of Work). The remainder size was calculated as the separate economic unit less the part to be acquired. As such, the remainder size differs from CAD as it is based in this report on the separate economic unit.

*This portion of permanent ROW acquisition Part 2 was previously conveyed through Interlocal Agreement (dated November 2009), please refer to Scope of Work section.

	Whole Property	Remainder After
Highest & Best Use-As if Vacant:	Mixed use.	Mixed use.
Highest & Best Use As Improved:	Continued use as educational campus/facility.	Continued use as educational campus/facility.
Shape:	Irregular.	Irregular.
Topography:	Basically level.	Basically level.
Floodplain %:	0%	0%
Utilities:	Water and electric, on-site septic system.	
Additional Public Services:	Fire, emergency medical services, and police protection are provided by the City of Dripping Springs and Hays County.	
Zoning:	GUI- Government/Utility/Institutional & AG-Agriculture	
Easements/Encumbrances:	A right-of-way easement for road purposes is granted to the City of Dripping Springs (#90029785), located on the northwest boundary line of the SEU containing ±0.936 acres (±40,772 SF) per easement	

INTRODUCTION

	<p>document. According to Interlocal Agreement (dated November 11, 2009) between Dripping Springs ISD and the City of Dripping Springs, a 60' right-of-way easement is granted to the City of Dripping Springs located along the north 300' of the northeast boundary of the SEU. Per the agreement, the identification of the location of the easement and the conveyance shall take place at a later date agreeable to both parties. According to measurements from survey and schematic for the proposed Roger Hanks Pkwy, provided by the client and which details the specific location of this existing ROW, the 60' portion of previously granted ROW contains ±1.767 acres (±76,985 SF). No restrictions or easements negatively impact the developability of the property. No additional adverse easements or encumbrances noted, other than the previously discussed permanent ROW easements.</p>
<p>Improvements (Whole):</p>	<p>Improved with Dripping Springs High School athletic complex, agricultural center and associated buildings on the SEU and the Dripping Springs High School complex on the parent tract.</p>
<p>Appraisal Issues:</p>	<p>The main improvement on the SEU is the Dripping Springs High School athletic complex with football field, field house, tennis center, track, baseball field, softball field, agricultural center, maintenance building and attendant site improvements located ±90 LF to ±710 LF from the proposed ROW. The main improvement on the parent tract is the Dripping Springs High School Complex, located ±1,500 LF from the proposed ROW. The main improvements are not impacted and have not been included herein.</p> <p>The proposed easement acquisition Part 1 is located along the west line of the SEU and clips the northwest corner of the parking lot associated with the football field. Additionally, ±1,500 SF of concrete paving utilized for drainage, a landscaping tree and ±120 LF of chain link fencing are located within the proposed easement acquisition Part 1. Compensation will be included to cure items requiring reconstruction on the remainder. The chain link fencing and landscaping tree will be considered in the Special Compensation/Cost to Cure.</p> <p>The proposed acquisition, along with the previously dedicated ROW, will be utilized for expansion and construction of Roger Hanks Parkway and will bisect the subject resulting in two unencumbered remainders. The north unencumbered remainder will be ±16.500 acres (±718,740 SF) and the south unencumbered remainder will be ±39.673 acres (±1,728,144 SF). Both subject remainders will be of adequate size and shape for development to their highest and best use after the acquisition. This size and shape is considered to be within acceptable comparisons to the development in the area. Based on the addition of significant Roger Hanks Parkway frontage to both remainders and hard corner access on the south remainder, both remainders are considered enhanced.</p>

INTRODUCTION

	A cost to cure is included to cure any site improvements impacted by the acquisition. Per client provided schematic, proposed ROW acquisition Part 1 clips the northwest corner of the parking lot associated with the football field, impacting four parking spaces. According to client provided documents, the City of Dripping Springs will demo and redo any disturbance in the area of the impacted parking spaces. Additionally, per client, a potential cure for the four impacted parking spaces will be handled in a separate analysis outside of this appraisal. As such, a cost to cure for the impacted parking lot area has not been included. Potential relocation of four modular buildings located near the east boundary of the SEU, near and within the proposed acquisition, will also be handled outside the scope of this appraisal.
Effective Date of the Appraisal:	July 2, 2021
Date of the Report:	September 22, 2021
Appraiser:	Lory R. Johnson, MAI, SR/WA

RECOMMENDED COMPENSATION SUMMARY

Existing Permanent ROW Easement (Karhan Park) (± 0.936 acres ($\pm 40,772$ SF))	\$0	
Existing Permanent ROW Easement (Draper) (± 1.767 acres ($\pm 76,985$ SF))	\$0	
Unencumbered Land (± 57.497 acres ($\pm 2,504,555$ SF))	\$7,523,662	
Total Whole Property Value – Separate Economic Unit (Land only and impacted site improvements - if any)	\$7,523,662	
New Permanent ROW Easement Acquisition – Part 1 (± 0.152 acres ($\pm 6,617$ SF))		\$29,848
New Permanent ROW Easement Acquisition – Part 2 (± 2.939 acres ($\pm 128,039$ SF))		\$153,162
Existing Permanent ROW Easement Acquisition (Draper) – Part 2 (± 1.767 acres ($\pm 76,985$ SF))*		\$0
Total Permanent ROW Easement Acquisition		\$183,010
Remainder Before the Acquisition	\$7,340,652	
Remainder After the Acquisition	\$8,923,464	
Damages/(Enhancements)		(\$1,582,812)
Special Compensation/Cost to Cure		\$3,110
Total Recommended Compensation		\$186,120

*This portion of permanent ROW acquisition Part 2 was previously conveyed through Interlocal Agreement (dated November 2009), please refer to Scope of Work section.

INTRODUCTION

DATE OF VALUE

The property was inspected on June 22, 2021 and July 2, 2021, with the latter date serving as the effective date of the appraisal.

OWNER CONTACT

INSPECTION SUMMARY	
Date of inspection:	July 2, 2021
Letter sent to:	Dripping Springs ISD P.O. Box 479 Dripping Springs, TX 78620-0479
Date of Atrium intro letter:	June 17, 2021
Owner rep at inspection:	None.
Comments:	A letter was sent to the owner. A response was not received. The property was inspected unaccompanied.
Atrium appraisers:	Lory R. Johnson, MAI, SR/WA Greyson Peterek

PURPOSE/INTENDED USE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the fee simple interest of the subject whole property and the recommended compensation for the permanent ROW easement acquisition. The definitions of these value estimates are included herein. The client is City of Dripping Springs. The intended user of this report is City of Dripping Springs. Use of this report by others is not intended by the appraisers. This report is intended only for use in estimation of recommended compensation and it is understood that the opinions expressed in this report may be utilized for litigation purposes.

PERSONAL PROPERTY

The value conclusions contained within this report do not include any items considered to be personal property. Please refer to the following chart for any items noted as personal property, which have not been valued herein. Those improvements considered to be part of the real estate have been listed in the improvement description section.

PERSONAL PROPERTY	
Type:	Description:
Temporary chain link fence panels	Temporary chain link panels along the northwest corner of the parking lot associated with the football field/complex.

SCOPE OF WORK

As outlined, the purpose of this appraisal is to estimate the market value of the fee simple interest of the subject whole property and the recommended compensation for the permanent ROW easement acquisition. A survey for the proposed acquisition size was provided. Using this information as well as additional information secured from the County Deed Records and the Central Appraisal District, the size of the property and its legal description were established. All information provided is assumed to be correct and has been considered in the following valuation analysis.

INTRODUCTION

The property is improved with Dripping Springs High School athletic complex, agricultural center and associated buildings on the SEU and the Dripping Springs High School complex on the parent tract. The main improvement on the SEU is the Dripping Springs High School athletic complex with football field, field house, tennis center, track, baseball field, softball field, agricultural center, maintenance building and attendant site improvements located ± 90 LF to ± 710 LF from the proposed ROW. The main improvement on the parent tract is the Dripping Springs High School Complex, located $\pm 1,500$ LF from the proposed ROW. The main improvements are not impacted and have not been included herein.

The proposed easement acquisition Part 1 is located along the west line of the SEU and clips the northwest corner of the parking lot associated with the football field. Additionally, $\pm 1,500$ SF of concrete paving utilized for drainage, a landscaping tree and ± 120 LF of chain link fencing are located within the proposed easement acquisition Part 1. Compensation will be included to cure items requiring reconstruction on the remainder. The chain link fencing and landscaping tree will be considered in the Special Compensation/Cost to Cure.

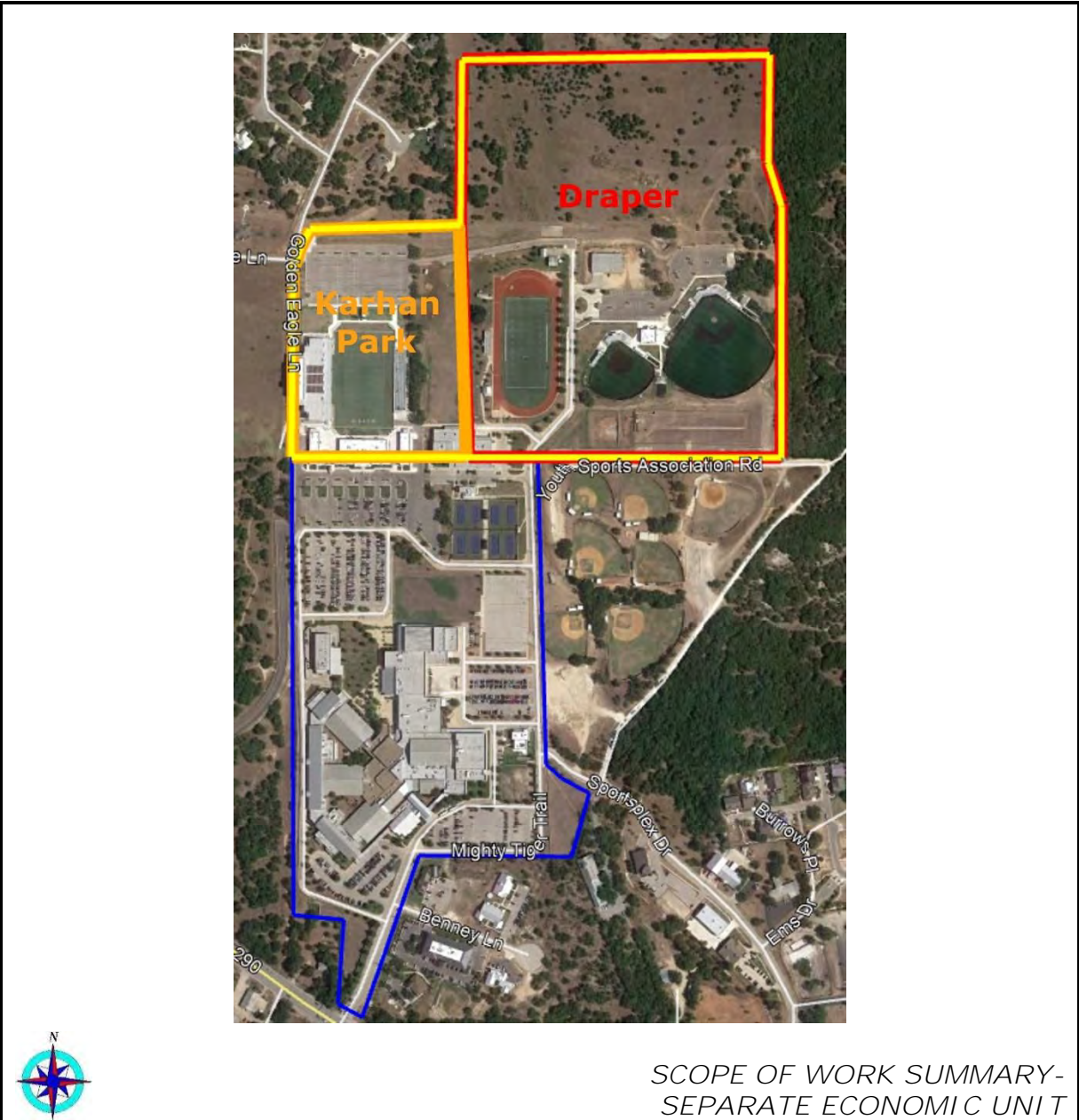
The proposed acquisition, along with the previously dedicated ROW, will be utilized for expansion and construction of Roger Hanks Parkway and will bisect the subject resulting in two unencumbered remainders. The north unencumbered remainder will be ± 16.500 acres ($\pm 718,740$ SF) and the south unencumbered remainder will be ± 39.673 acres ($\pm 1,728,144$ SF). Both subject remainders will be of adequate size and shape for development to their highest and best use after the acquisition. This size and shape is considered to be within acceptable comparisons to the development in the area. Based on the addition of significant Roger Hanks Parkway frontage to both remainders and hard corner access on the south remainder, both remainders are considered enhanced.

A cost to cure is included to cure any site improvements impacted by the acquisition. Per client provided schematic, proposed ROW acquisition Part 1 clips the northwest corner of the parking lot associated with the football field, impacting four parking spaces. According to client provided documents, the City of Dripping Springs will demo and redo any disturbance in the area of the impacted parking spaces. Additionally, per client, a potential cure for the four impacted parking spaces will be handled in a separate analysis outside of this appraisal. As such, a cost to cure for the impacted parking lot area has not been included. Potential relocation of four modular buildings located near the east boundary of the SEU, near and within the proposed acquisition, will also be handled outside the scope of this appraisal.

The whole property size, as per CAD, contains ± 101.634 acres. For the purposes of this assignment, a separate economic unit has been defined as a tract of land containing ± 60.200 acres ($\pm 2,622,312$ SF; calculated). The area of the separate economic unit is comprised of two tracts previously assembled by Dripping Springs ISD. The eastern ± 45.53 acres of the SEU was acquired from Teddy B. and Pamela S. Draper (#06018836, dated 6/28/2006) referred to herein as 'Draper tract' and the western ± 14.67 acres of the SEU was acquired from the City of Dripping Springs (#90029783, dated 11/11/2019) referred to herein as 'Karhan Park tract'. **The area of the separate economic unit is in line with typical development in the area. Many developed properties in the area are smaller acreage tracts that have been carved off of larger tracts. For the purposes of this assignment, the subject whole property is considered to consist of ± 60.200 acres. The 'Draper tract' and 'Karhan Park tract' are individually identified and referred to herein for the purpose of identifying existing permanent ROW easements located on the subject.**

INTRODUCTION

The area of the separate economic unit for valuation purposes and the defined Draper and Karhan Park tracts are detailed below:



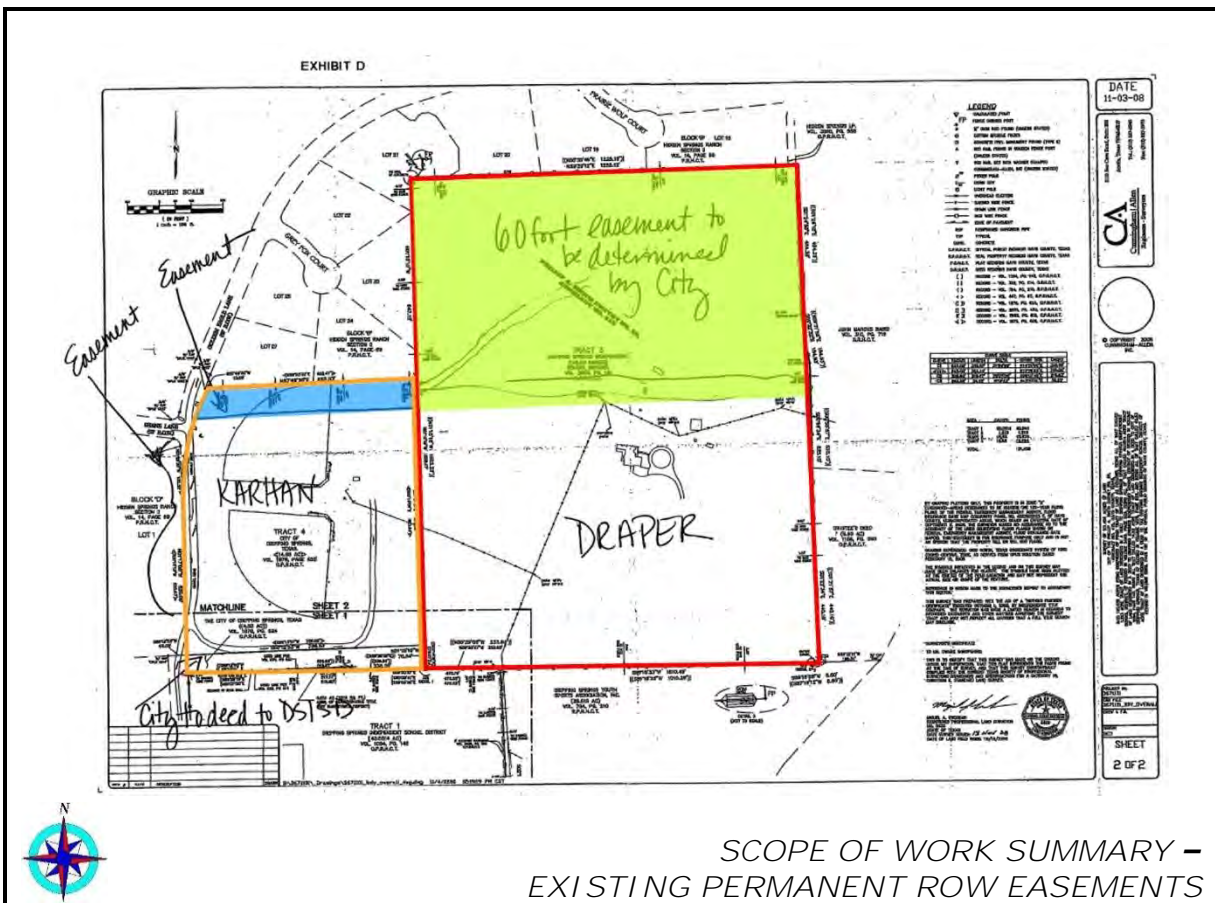
SCOPE OF WORK SUMMARY-
SEPARATE ECONOMIC UNIT

- Yellow: Separate economic unit for valuation purposes (estimated by appraiser)
- Orange: Karhan Park tract (estimated by appraiser)
- Red: Draper tract (estimated by appraiser)
- Blue: Parent tract (estimated by appraiser)

INTRODUCTION

The acquisition of the Karhan Park tract was part of an Interlocal Agreement between Dripping Springs ISD and the City of Dripping Springs (dated November 11, 2009), which included the exchange of multiple properties and easements. Included in the agreement were two permanent ROW easements located on the subject property and granted to the City of Dripping Springs. Per the agreement a **±60' permanent ROW easement** was granted to the City of Dripping Springs and located on the Karhan Park tract with defined boundaries and located along the north boundary line, **containing ±0.936 acres (±40,772 SF)**. A second **±60' permanent ROW easement** was granted to the City of Dripping Springs and located on the Draper tract with undefined boundaries, **to be located along the north 300' of the Draper tract** and the identification of the location to take place at a later date agreeable to both parties. According to measurements from the survey and schematic for the proposed Roger Hanks Pkwy provided by the client, the portion of the existing Draper tract 60' permanent ROW easement contains ±1.767 acres (±76,985 SF).

The area of existing permanent ROW easements located on the subject property are detailed below:



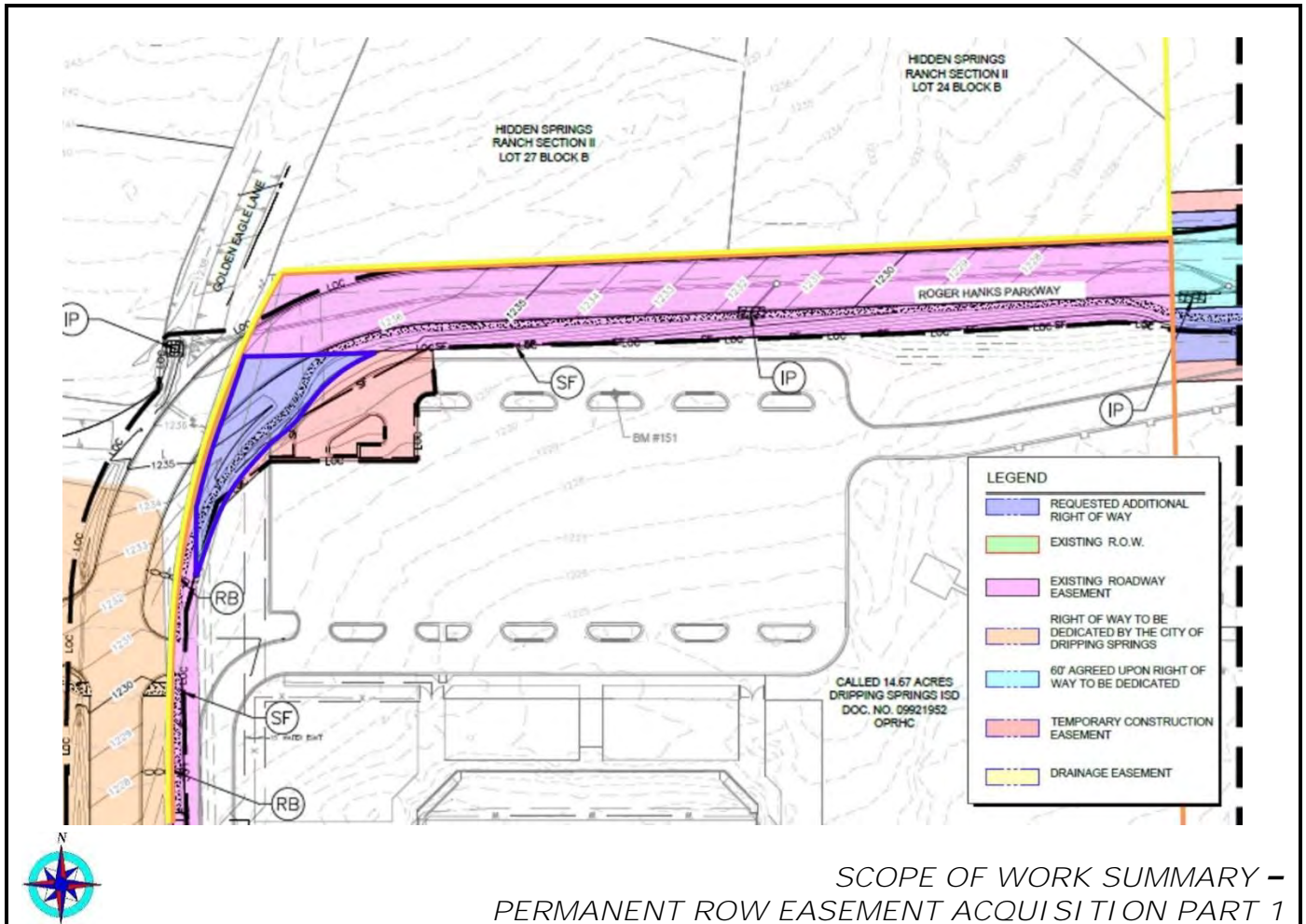
SCOPE OF WORK SUMMARY – EXISTING PERMANENT ROW EASEMENTS

- Source: Interlocal Agreement, dated November 11, 2009 – Exhibit D
- Orange: Karhan Park tract (estimated by appraiser)
- Red: Draper tract (estimated by appraiser)
- Blue: Karhan Park tract existing ROW easement (estimated by appraiser)
- Green: Draper tract existing ROW easement area (estimated by appraiser)

INTRODUCTION

Proposed permanent ROW easement acquisition Part 1 is ±0.152 acres (±6,617 SF) and located along the west boundary of the SEU and the Karhan Park tract and along the southwest boundary of the previously dedicated Karhan Park permanent ROW easement (#90029785). The previously dedicated Karhan Park permanent ROW easement is 60' wide and contains ±0.936 acres (±40,772 SF) per easement document. The proposed permanent ROW easement acquisition Part 1 adjoins, but is independent of, the previously conveyed Karhan Park permanent ROW easement.

The area of proposed permanent ROW easement acquisition Part 1 is detailed below:



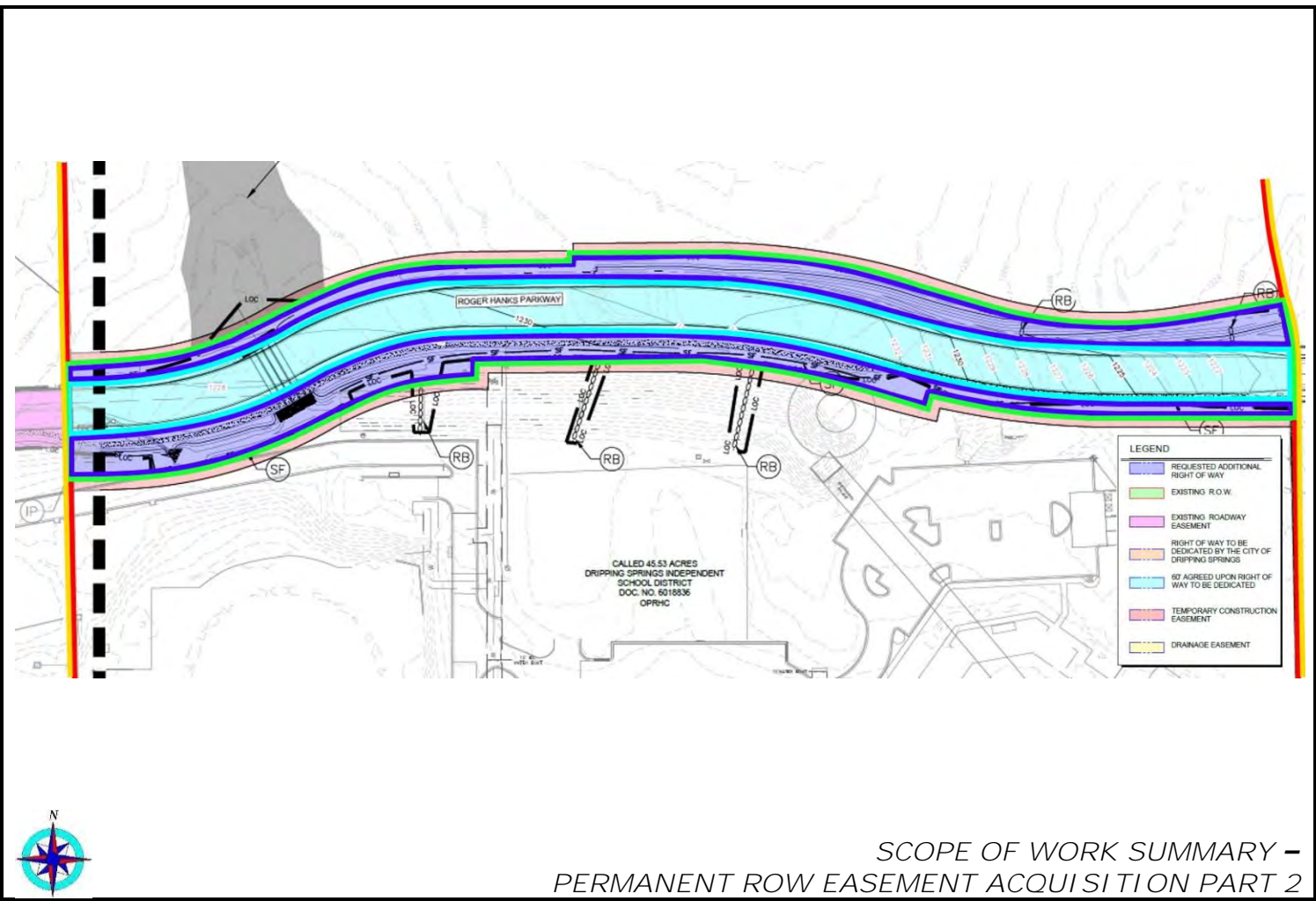
SCOPE OF WORK SUMMARY –
PERMANENT ROW EASEMENT ACQUISITION PART 1

- Source: Client provided schematic
- Orange: Karhan Park tract (estimated by appraiser)
- Yellow: Separate economic unit (estimated by appraiser)
- Purple: Proposed permanent ROW acquisition - Part 1

INTRODUCTION

Proposed permanent ROW easement acquisition Part 2 is ±2.939 acres (±128,039 SF) and located in the eastern portion of the SEU and northern portion of the Draper tract. The proposed permanent ROW easement acquisition contains the previously agreed to Draper tract 60' permanent ROW easement (Interlocal Agreement, dated November 2019) and an additional ±20' feet of new ROW easement acquisition on either side of the existing permanent ROW easement. According to measurements from the survey and schematic for the proposed Roger Hanks Pkwy provided by the client, the portion of the existing Draper tract 60' permanent ROW easement contains ±1.767 acres (±76,985 SF), with ±1.172 acres (±51,054 SF) as new proposed permanent ROW.

The total combined area of the proposed permanent ROW easement acquisition Part 2 and those areas within the proposed acquisition Part 2 that contain new proposed permanent ROW easement and contain existing permanent ROW easement are detailed below:



- Source: Client provided schematic
- Red: Draper tract (estimated by appraiser)
- Yellow: Separate economic unit (estimated by appraiser)
- Green: Proposed permanent ROW acquisition Part 1
- Purple: New proposed permanent ROW acquisition Part 1
- Light Blue: Existing permanent ROW acquisition (Draper) Part 1 (per Interlocal Agreement, dated November 2009)

INTRODUCTION

The existing Karhan Park tract permanent ROW easement (± 0.936 acres ($\pm 40,772$ SF)) and Draper tract permanent ROW easement (± 1.767 acres ($\pm 76,985$ SF)) have been included on the whole property and discounted 100%, as they have been previously conveyed and are for public roadway purposes. The existing Draper tract permanent ROW easement is included in proposed permanent ROW acquisition Part 2, with its portion (± 1.767 acres ($\pm 76,985$ SF)) discounted 100% as it has been previously conveyed and is for public roadway purposes.

In analyzing the area economy, data from the various sources was obtained. In addition, we inspected the subject property and surrounding properties, analyzed the area and subject neighborhood, formulated an opinion regarding the highest and best use, made a search for comparable sales and listings, and all other available pertinent information used in developing an opinion of value. This data is based upon research into the area market. In all cases, the data is verified with buyer, seller, landlord, tenant, agent, and/or broker, and cross-checked through public records.

The valuation of the subject property will be completed in two phases. First, the overall market value of the property will be estimated. The final step will be to estimate the appropriate recommended compensation for the permanent ROW easement.

In the valuation analysis of the subject property, the Cost, Sales Comparison and Income Capitalization Approaches to value were considered. The property is effectively vacant land with minimal site improvements (main improvements not impacted). As such, the Sales Comparison Approach (land only) has been developed to estimate the land value and the Cost Approach has been developed to value the site improvements impacted by the acquisition. The Sales Comparison Approach- As Improved and the Income Approach were not considered applicable and have not been developed.

In the valuation of the remainder property, the Cost, Sales Comparison and Income Capitalization Approaches to value were considered. The property is effectively vacant land with minimal site improvements. The remainder is improved with the Drpping Springs High School athletic complex and associated buildings on the SEU. The main improvements are not impacted and have not been valued herein. As such, the Sales Comparison Approach (land only) has been developed to estimate the land value. The Cost Approach, Sales Comparison Approach- As Improved and the Income Approach were not considered applicable and have not been developed.

This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it presents only summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report.

The appraisal was undertaken jointly by Lory R. Johnson, MAI, SR/WA and Greyson Peterek, who performed initial research, inspection and comparable data selection. Lory R. Johnson, MAI, SR/WA provided input with respect to appraisal methodology, data selection, analytical processes and report review. The final report is the result of this collaborative effort.

INTRODUCTION

PROPERTY RIGHTS APPRAISED

The property rights appraised are the fee simple interest in the whole subject property. Fee simple estate is an absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.¹

DEFINITION OF MARKET VALUE

Market value, as used in this appraisal report, is defined as being: "The price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."²

DEFINITION OF RECOMMENDED COMPENSATION

Just compensation or Recommended compensation, as used in this appraisal report, is defined as being: "...**the amount of loss for which a property owner is compensated when his or her property is taken...**should put the owner in as good a position as he or she would be if the **property had not been taken...**"³

LEGAL DESCRIPTION

The following legal description was obtained from the County Deed Records and is assumed to be correct. It has not been verified by legal counsel nor has an independent survey of the parcel been commissioned. Therefore, it is suggested that the legal description be verified before being used in a legal document or conveyance.

Land in the Philip Smith Survey, Abstract No. 415, Hays County, Texas.

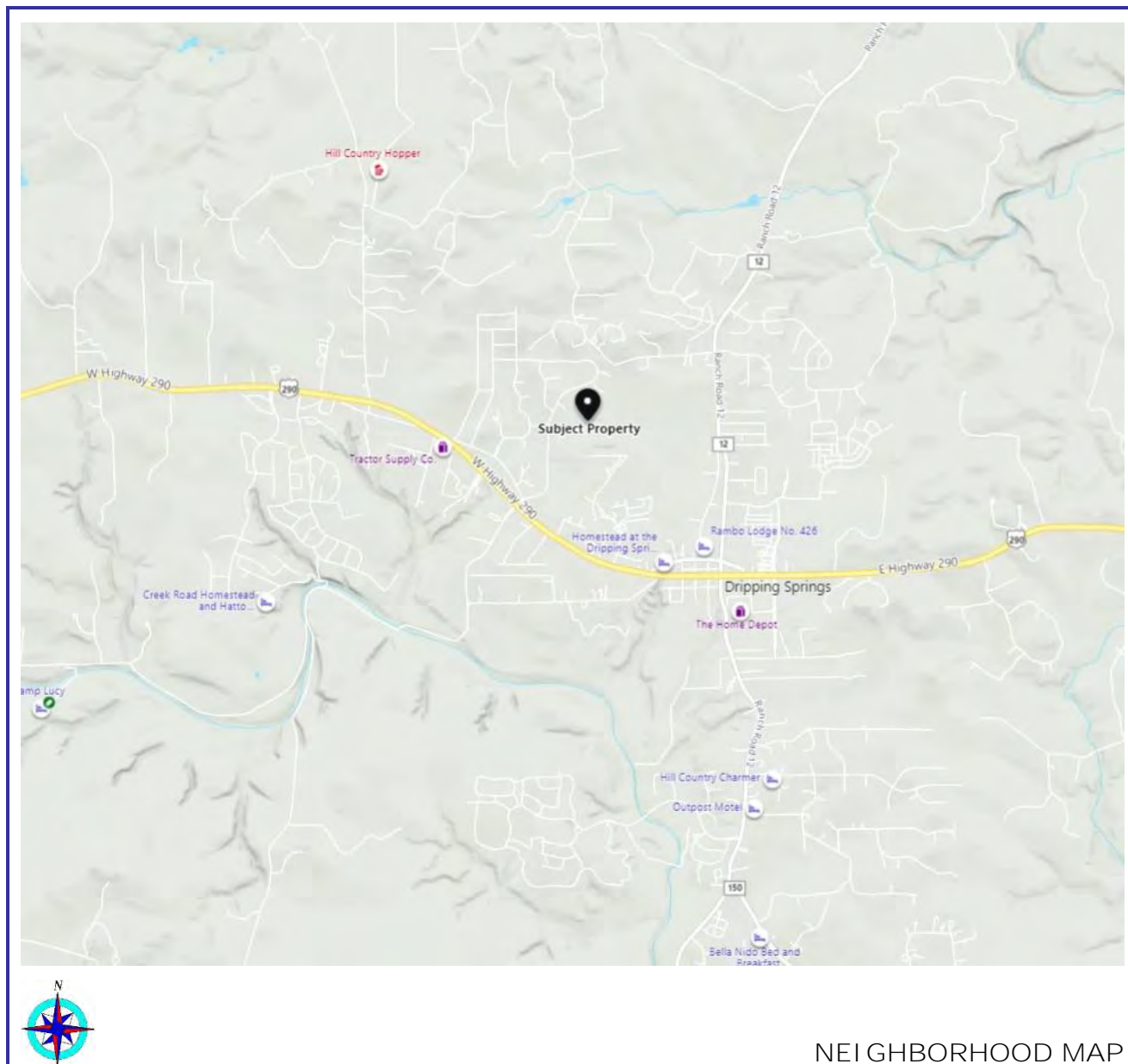
¹ *The Appraisal of Real Estate, 15th Edition*, (Chicago: Appraisal Institute, 2020) pg. 60.

² *City of Austin vs. Cannizzo, et al.*, 267 S. W.2d 808,815 (1954)

³ *The Dictionary of Real Estate Appraisal, 5th ed.*, 106.

DESCRIPTIONS

NEIGHBORHOOD DESCRIPTION

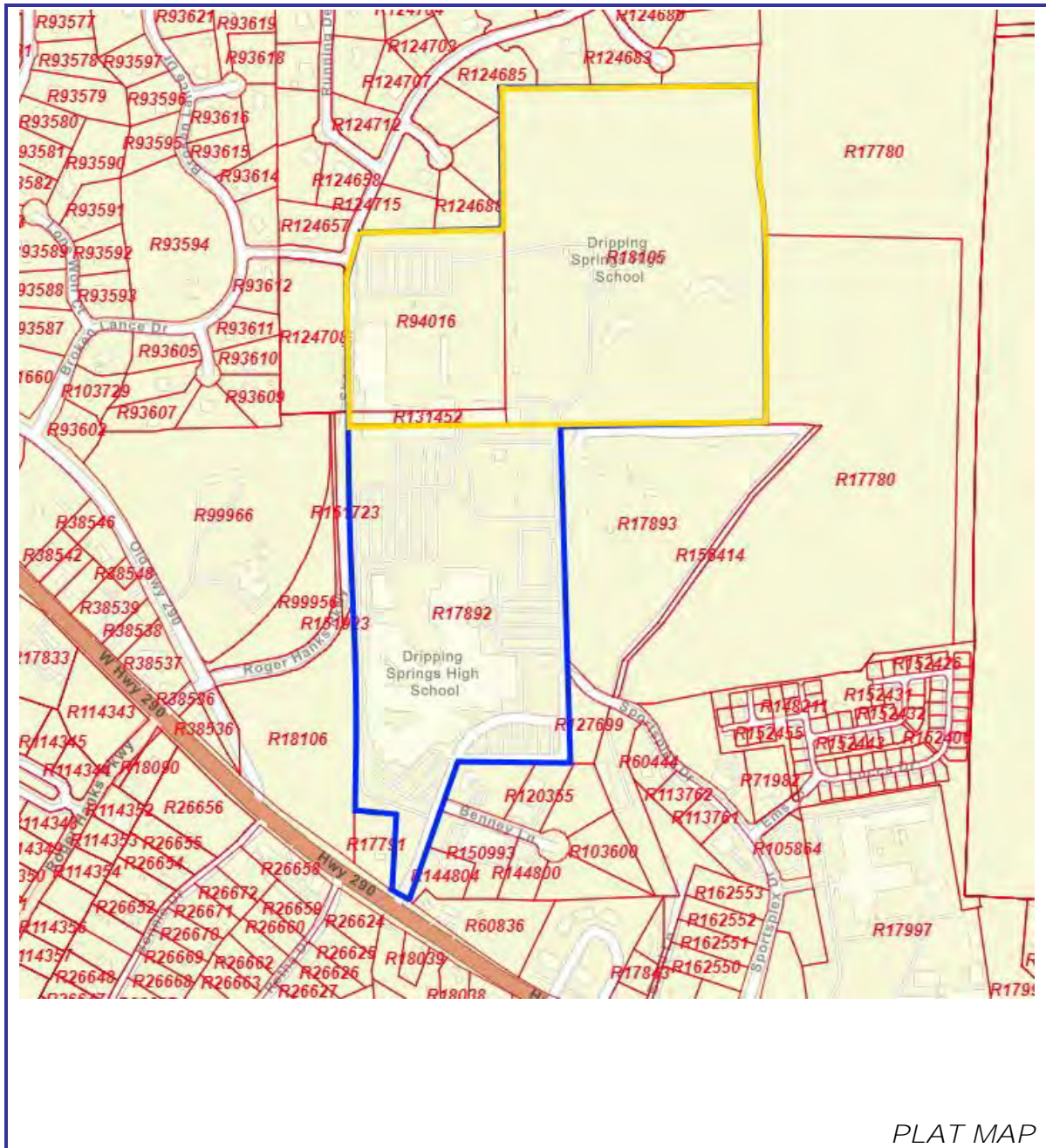


The subject property is located at the NL of Hwy 290 and the EL of Golden Eagle Ln (940 US 290W), Dripping Springs, Hays County, TX. The subject neighborhood can best be defined as the City of Dripping Springs and the surrounding area.

Ranch Road 12 provides the main north-south route and US Hwy 290 provides the main east-west route to and through the neighborhood. Various other FM and county roads provide secondary access to the neighborhood area and surrounding areas.

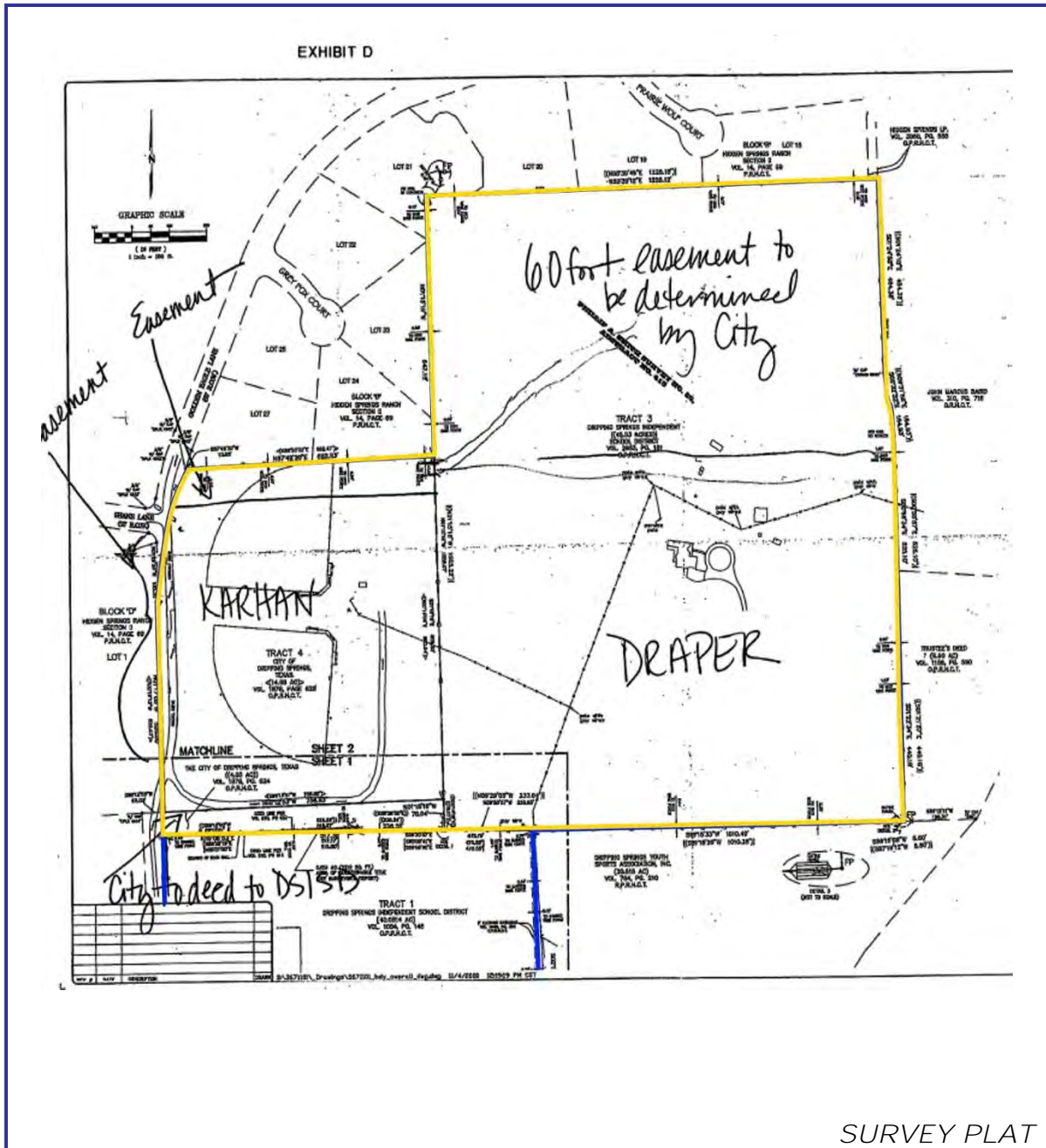
Overall land uses in the neighborhood are predominantly commercial uses along the major arterials with a mix of residential and agricultural on secondary roads. The neighborhood has a number of vacant tracts available for development.

SITE DESCRIPTION



Source: Hays CAD
*Blue: Whole subject property (estimated by appraiser)
*Yellow: Separate economic unit (estimated by appraiser)

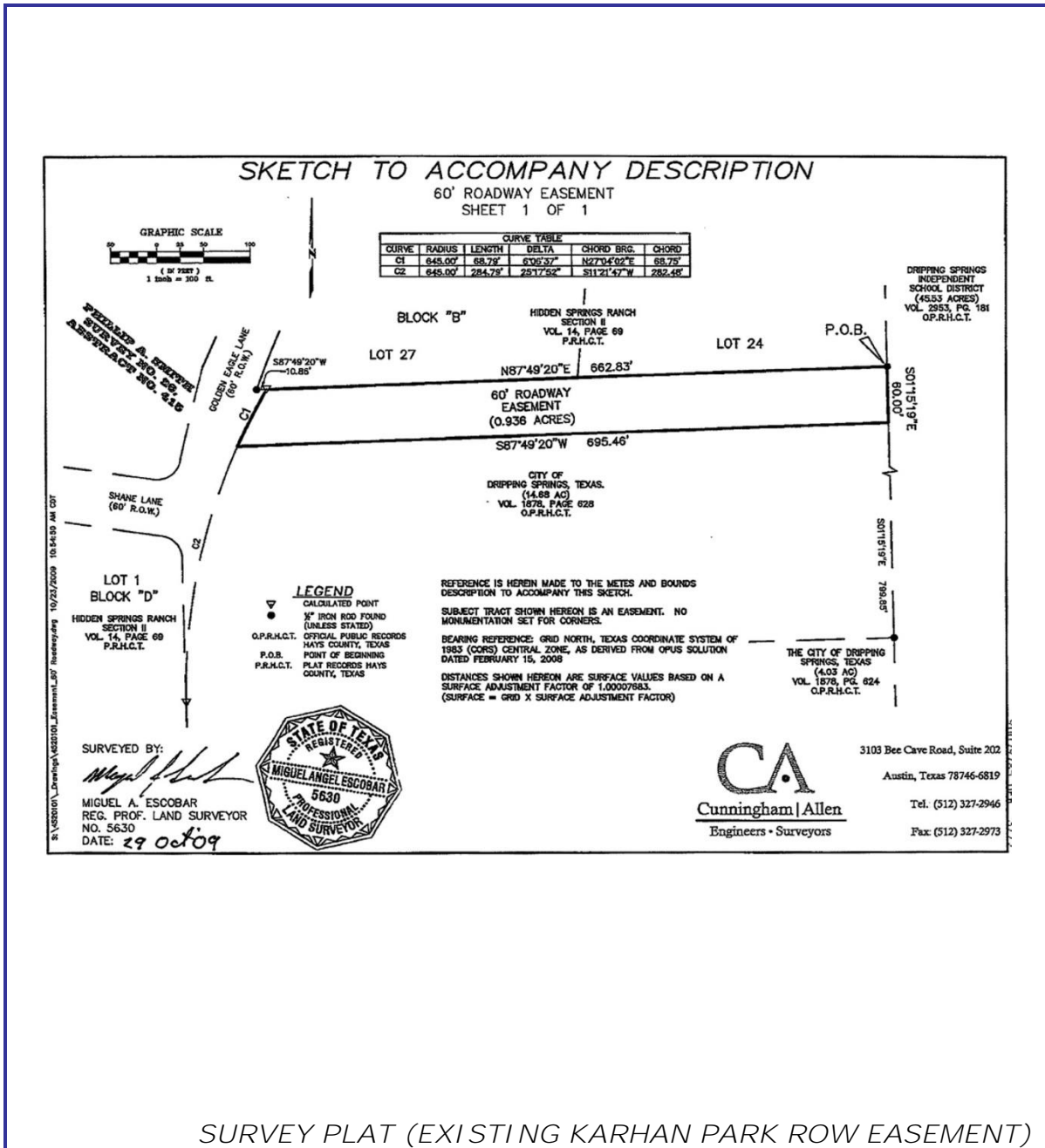
SITE DESCRIPTION



SURVEY PLAT

Source: Interlocal Agreement (dated November 11, 2009)
 *Blue: Whole subject property (estimated by appraiser)
 *Yellow: Separate economic unit (estimated by appraiser)

SITE DESCRIPTION



SURVEY PLAT (EXISTING KARHAN PARK ROW EASEMENT)

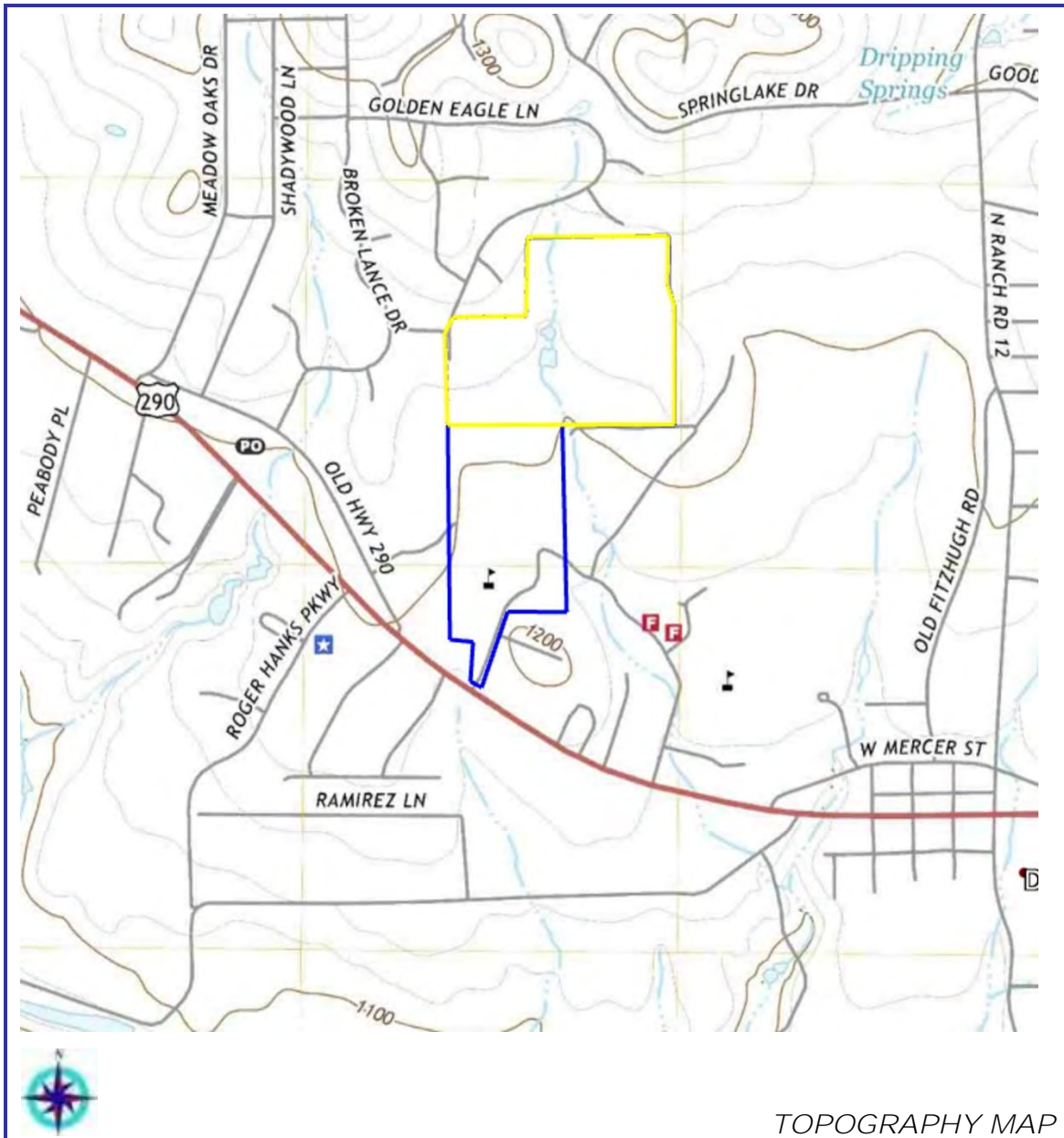
Source: Hays County Clerk (#90029785)

SITE DESCRIPTION



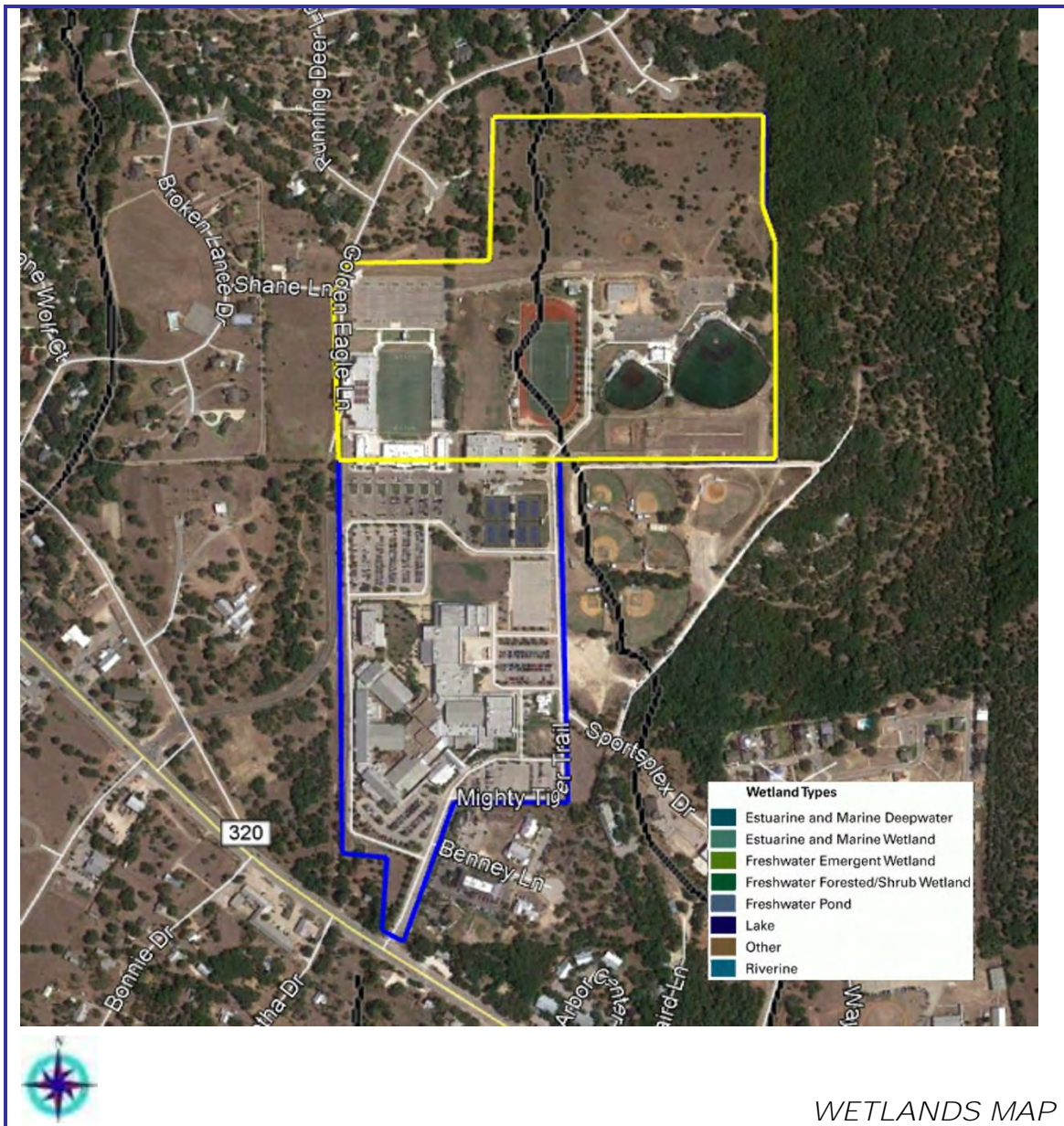
Source: Google Earth/FEMA
*Blue: Whole subject property (estimated by appraiser)
*Yellow: Separate economic unit (estimated by appraiser)

SITE DESCRIPTION



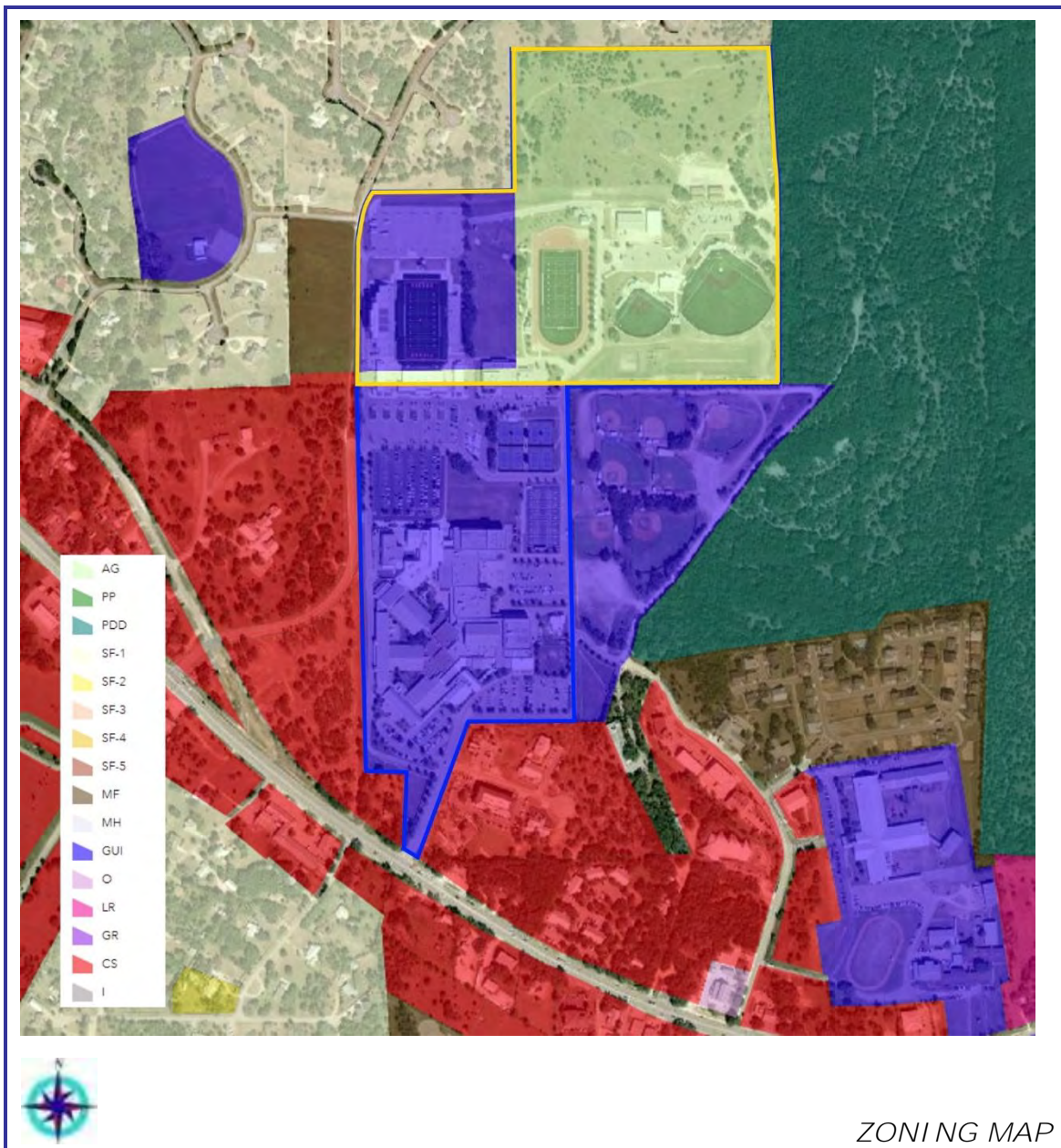
Source: City of Round Rock GIS
*Blue: Whole subject property (estimated by appraiser)
*Yellow: Separate economic unit (estimated by appraiser)

SITE DESCRIPTION



Source: US Fish and Wildlife Service - National Wetlands Inventory
*Blue: Whole subject property (estimated by appraiser)
*Yellow: Separate economic unit (estimated by appraiser)

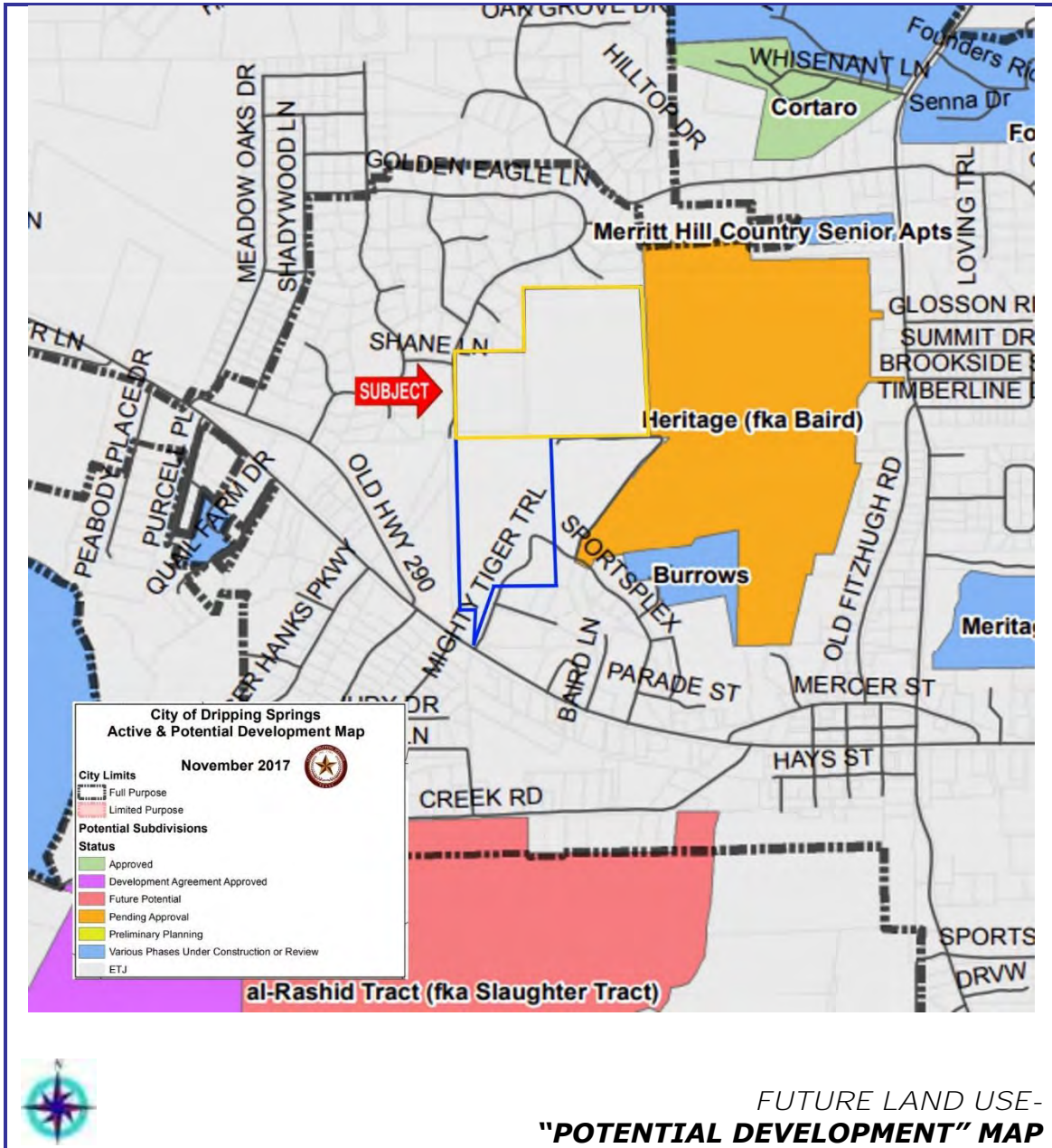
SITE DESCRIPTION



ZONING MAP

Source: City of Dripping Springs
*Blue: Whole subject property (estimated by appraiser)
*Yellow: Separate economic unit (estimated by appraiser)

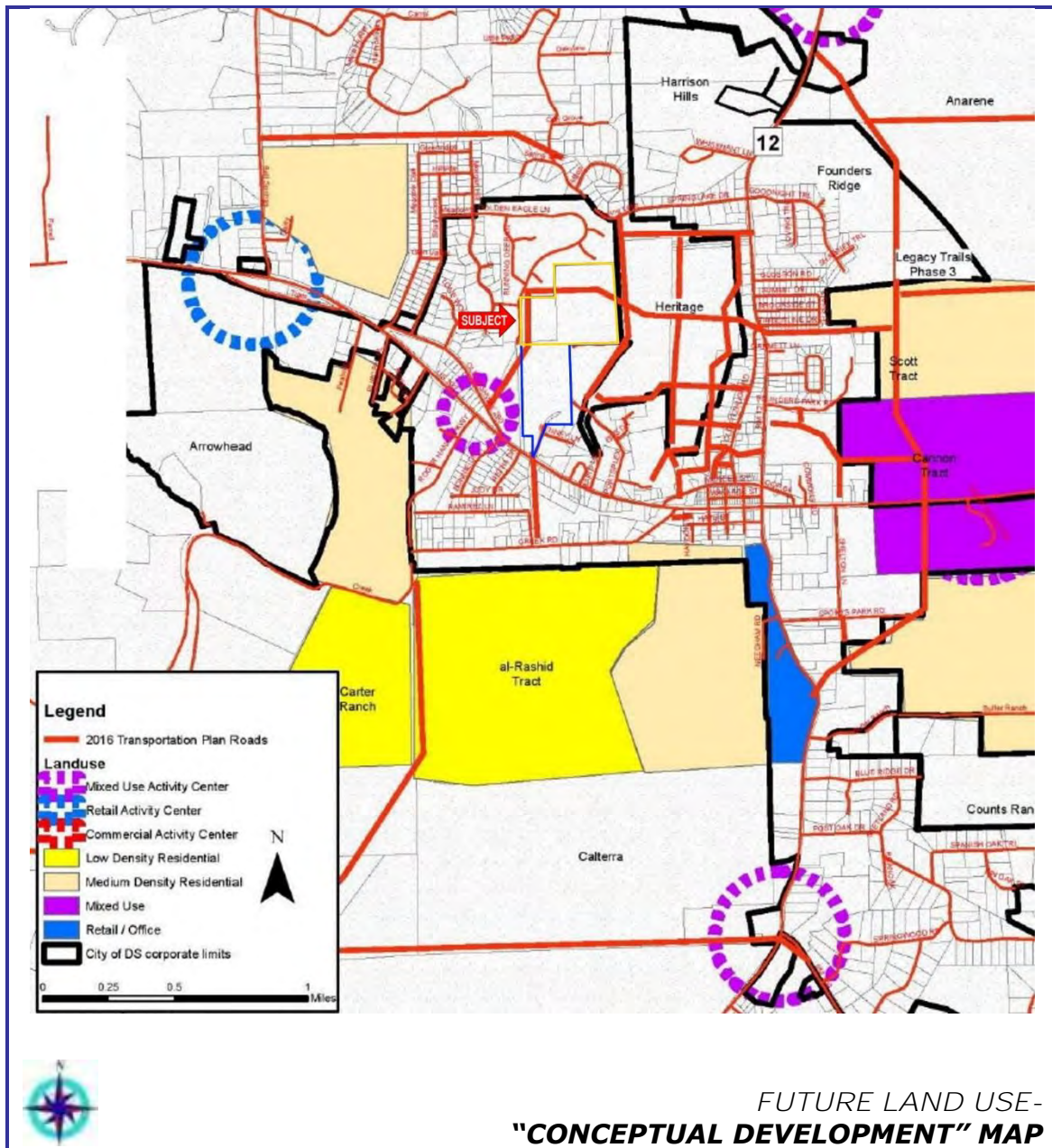
SITE DESCRIPTION



FUTURE LAND USE-
"POTENTIAL DEVELOPMENT" MAP

Source: City of Dripping Springs
 *Blue: Whole subject property (estimated by appraiser)
 *Yellow: Separate economic unit (estimated by appraiser)

SITE DESCRIPTION



Source: City of Dripping Springs
*Blue: Whole subject property (estimated by appraiser)
*Yellow: Separate economic unit (estimated by appraiser)

SITE DESCRIPTION

Location:	NL of Hwy 290 and the EL of Golden Eagle Ln (940 US 290W), Dripping Springs, Hays County, TX
Legal Description:	Land in the Philip Smith Survey, Abstract No. 415, Hays County, Texas

PROPERTY COMPONENT SUMMARY		
Component	Acres	SF
Whole Property – Separate Economic Unit	±60.200 acres	±2,622,312 SF
Existing ROW Easement – (Karhan Park)	±0.936 acres	±40,772 SF
Existing ROW Easement – (Draper)	±1.767 acres	±76,985 SF
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New ROW Easement Acquisition – Part 1	±0.152 acres	±6,617 SF
New ROW Easement Acquisition – Part 2	±1.172 acres	±51,054 SF
Existing ROW Easement Acquisition (Draper) – Part 2*	±1.767 acres	±76,985 SF
Total Permanent ROW Easement Acquisition	±3.091 acres	±134,656 SF
Remainder	±60.200 acres	±2,622,312 SF
North Remainder Unencumbered	±16.500 acres	±718,740 SF
South Remainder Unencumbered	±39.673 acres	±1,728,144 SF
Total Remainder Unencumbered	±56.173 acres	±2,446,884 SF

The whole property size, as per CAD, contains ±101.634 acres, and survey is N/A. The area of the separate economic unit was calculated by the appraiser based on the anticipated separate economic unit for the subject (please refer to the Scope of Work). The remainder size was calculated as the separate economic unit less the part to be acquired. As such, the remainder size differs from CAD as it is based in this report on the separate economic unit.

*This portion of permanent ROW acquisition Part 2 was previously conveyed through Interlocal Agreement (dated November 2009), please refer to Scope of Work section.

Whole Property Size (Per Field Notes):	N/A.	
Whole Property Size (Per CAD):	±101.634 acres.	
Shape:	Irregular.	
Frontage:	Golden Eagle Lane: Mighty Tiger Trail (SEU):	±465 LF ±30 LF
Current Roadway Design:	Golden Eagle Lane is a secondary roadway. Mighty Tiger Trail (SEU) is a secondary roadway and interior drive of the parent tract providing access to Hwy 290.	
Access/Visibility:	Accesible via Golden Eagle Lane and Mighty Tiger Trail (SEU). Adequate visibility from roadway(s).	
Topography:	Basically level.	
Subsoil Conditions and Drainage:	An engineering study to determine the soil and subsoil conditions has not been furnished. Upon inspection of the subject and surrounding improvements, soil conditions appear adequate to support development of the subject property with adequate engineering.	

SITE DESCRIPTION

Floodplain:	Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map Panel # and date:	FEMA Map Panel #48209C0105F, for Hays County, Texas and Incorporated Areas dated September 2, 2005.
	FEMA Zone:	Zone X, an area determined to be outside of the 100-year floodplain
	Floodplain %:	0% is in the FEMA designated 100-year floodplain
Wetlands:	According to the National Wetlands Inventory compiled by the US Fish and Wildlife Service, the site contains riverine wetlands, encumbering $\pm 1\%$ (estimated by appraiser) of the SEU.	
Jurisdiction:	City of Dripping Springs and Hays County	
Utilities:	Water and electric, on-site septic system.	
	Water:	Dripping Springs Water Supply Co.
	Electricity:	Various service providers
	Sewer:	N/A
	Septic:	On-site septic system (located on parent tract)
	Gas:	N/A
Additional Public Services:	Fire, emergency medical services, and police protection are provided by the City of Dripping Springs and Hays County.	
Zoning:	<p>GUI - Government/Utility/Institutional and AG-Agriculture.</p> <p>According to the Dripping Springs Code of Ordinances, the GUI - government/utility/institutional district is intended to provide for the siting of government buildings of the state, county, city or federal governments. It is also intended to provide classification for public utility installations, EMS stations, fire stations, health care facilities, schools and churches, without regard to public or private ownership. This zoning classification may, with city council approval, be applied to properties situated anywhere within the city limits.</p> <p>The AG - agriculture district is designed to permit the use of land for the ranching, propagation and cultivation of crops, small-scale horticultural enterprises, and similar uses. Single-family uses on large lots are also appropriate for this district. Territory that has been newly annexed into the city is initially zoned agriculture. It is anticipated that some portion of agriculturally zoned land may eventually be rezoned to another zoning classification in the future.</p> <p>According to the City of Dripping Springs Planning Department (7/2021), if the property was transferred to private ownership and after the construction of Roger Hanks Parkway, it would be reasonable that a zoning change would be requested. However, given the proximity to a SF-1 district and existing GUI district a change to a more intense commercial zoning like CS-Commercial Services may be unlikely.</p>	

 SITE DESCRIPTION

Development Setbacks:	Front:	20' for GUI district & 50' for AG district per Dripping Springs Code of Ordinances
	Side:	10' per for GUI district & 30' for AG district per Dripping Springs Code of Ordinances
	Rear:	15' for GUI district & 50' for AG district per Dripping Springs Code of Ordinances
	Minimum Size:	7,000 SF for GUI district & 2 acres for AG district per Dripping Springs Code of Ordinances
	Landscaping requirement:	N/A
	Comments:	N/A
Future Land Use:	The City of Dripping Springs has a Conceptual Future Land Use Map in the Comprehensive Plan 2016 dated 11/15/2016 and a "potential development" map dated 11/2017 , neither of which designate a purpose for the subject property.	
Land Use Restrictions:	There are no known deed restrictions, either public or private, that would limit the utilization of the subject property. This statement should not be taken as a guarantee or warranty that no such restrictions exist. Deed and title examination by a competent attorney is recommended should any questions arise regarding restrictions.	
Easements/ Encumbrances:	A right-of-way easement for road purposes is granted to the City of Dripping Springs (#90029785), located on the northwest boundary line of the SEU containing ± 0.936 acres ($\pm 40,772$ SF) per easement document. According to Interlocal Agreement (dated November 11, 2009) between Dripping Springs ISD and the City of Dripping Springs, a 60' right-of-way easement is granted to the City of Dripping Springs located along the north 300' of the northeast boundary of the SEU. Per the agreement, the identification of the location of the easement and the conveyance shall take place at a later date agreeable to both parties. According to measurements from survey and schematic for the proposed Roger Hanks Pkwy, provided by the client and which details the specific location of this existing ROW, the 60' portion of previously granted ROW contains ± 1.767 acres ($\pm 76,985$ SF). No restrictions or easements negatively impact the developability of the property. No additional adverse easements or encumbrances noted, other than the previously discussed permanent ROW easements.	
Environmental/Toxic Waste:	Any environmental issues, including endangered species and endangered species natural habitats, which would pertain to the subject property are unknown. Typically, real estate appraisers are not qualified nor are they experts in detecting hazardous materials, radiological materials, archeological resources, etc.; therefore, an expert in these fields should be consulted for opinions on these matters. This report assumes no environmental hazards or special resources exist within or on the subject property.	

SITE DESCRIPTION

History/Current Listing:	Grantor:	N/A
	Grantee:	N/A
	Date of Transaction:	N/A
	Recording Info:	N/A
	Comments: No transactions have occurred in the past 5 years. To our knowledge the property is not currently listed for sale and no offers or contracts are known to exist.	
Surrounding Properties:	North:	Residential
	South:	Private baseball complex/commercial and US 290 with commercial beyond
	East:	Vacant
	West:	Vacant/residential
Real Estate Taxes:	Taxing jurisdictions per CAD: (R17892, R127699 R131452, R94016, R18105)	Hays CAD City of Dripping Springs North Hays Co ESD #1 Hays Co Fire ESD #6 Hays County Special Road Dripping Springs ISD
	2021 CAD land value:	\$6,285,060 (\$1.42/SF based on CAD size of ±101.634 acres)
	2021 CAD improvement value:	\$0
	2021 Total assessed value:	\$0 (exempt property)

IMPROVEMENT DESCRIPTION

<p>Improvement:</p>	<p>As of the effective date, the property is improved with Dripping Springs High School athletic complex, agricultural center and associated buildings on the SEU and the Dripping Springs High School complex on the parent tract. The main improvement on the SEU is the Dripping Springs High School athletic complex with football field, field house, tennis center, track, baseball field, softball field, agricultural center, maintenance building and attendant site improvements located ±90 LF to ±710 LF from the proposed ROW. The main improvement on the parent tract is the Dripping Springs High School Complex, located ±1,500 LF from the proposed ROW. The main improvements are not impacted and have not been included herein.</p> <p>The proposed easement acquisition Part 1 is located along the west line of the SEU and clips the northwest corner of the parking lot associated with the football field. Additionally, ±1,500 SF of concrete paving utilized for drainage, a landscaping tree and ±120 LF of chain link fencing are located within the proposed easement acquisition Part 1. Compensation will be included to cure items requiring reconstruction on the remainder. The chain link fencing and landscaping tree will be considered in the Special Compensation/Cost to Cure. The site improvements impacted by the acquisition (if any) are listed below.</p>														
	<table border="1"> <thead> <tr> <th data-bbox="574 1010 841 1060">Improvement</th> <th data-bbox="841 1010 1263 1060">Description</th> <th data-bbox="1263 1010 1490 1060">Size</th> </tr> </thead> <tbody> <tr> <td data-bbox="574 1060 841 1171">Concrete paving/drainage</td> <td data-bbox="841 1060 1263 1171">Concrete paved drainage area in northwest area of football field parking area</td> <td data-bbox="1263 1060 1490 1171">±1,500 SF</td> </tr> <tr> <td data-bbox="574 1171 841 1222">Landscaping tree</td> <td data-bbox="841 1171 1263 1222">Medium landscaping tree</td> <td data-bbox="1263 1171 1490 1222">1 ea.</td> </tr> <tr> <td data-bbox="574 1222 841 1270">Chain link fence</td> <td data-bbox="841 1222 1263 1270">6' chain link fence with top rail</td> <td data-bbox="1263 1222 1490 1270">±120 LF</td> </tr> </tbody> </table>	Improvement	Description	Size	Concrete paving/drainage	Concrete paved drainage area in northwest area of football field parking area	±1,500 SF	Landscaping tree	Medium landscaping tree	1 ea.	Chain link fence	6' chain link fence with top rail	±120 LF		
Improvement	Description	Size													
Concrete paving/drainage	Concrete paved drainage area in northwest area of football field parking area	±1,500 SF													
Landscaping tree	Medium landscaping tree	1 ea.													
Chain link fence	6' chain link fence with top rail	±120 LF													
<p>Proximity to ROW:</p>	<p>Football field (not impacted): ± 280 LF to Golden Eagle Lane ± 585 LF to Mighty Tiger Trl Track (not impacted): ± 805 LF to Golden Eagle Lane ± 220 LF to Mighty Tiger Trl Softball field (not impacted): ± 1260 LF to Golden Eagle Lane ± 240 LF to Mighty Tiger Trl Baseball field (not impacted): ± 1530 LF to Golden Eagle Lane ± 240 LF to Mighty Tiger Trl Field House (not impacted): ± 840 LF to Golden Eagle Lane ± 255 LF to Mighty Tiger Trl Maintenance building (not impacted): ± 995 LF to Golden Eagle Lane ± 800 LF to Mighty Tiger Trl Agriculture building (not impacted):</p>														

IMPROVEMENT DESCRIPTION

	<p>± 1195 LF to Golden Eagle Lane ± 765 LF to Mighty Tiger Trl Modular Buildings: ± 1570 LF to Golden Eagle Lane ± 890 LF to Mighty Tiger Trl High School Complex (parent tract, not impacted): ± 1500 LF to Golden Eagle Lane ± 586 LF to Mighty Tiger Trl</p>
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ANALYSIS OF DATA

HIGHEST & BEST USE

Highest and Best Use can be defined as: "The reasonably probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, financially feasible, and that results in the highest value."⁴

The highest and best use involves consideration of land use as though vacant, and as improved. The potential uses of the subject are affected by the real estate economic forces of the area and neighborhood. The available uses are restricted by four criteria including physically possible, legally permissible, financially feasible and maximally productive.

Highest and Best Use, As If Vacant

Physically Possible

The first constraint is dictated by the physical attributes of the property itself. The subject property is located at the NL of Hwy 290 and the EL of Golden Eagle Ln (940 US 290W), Dripping Springs, Hays County, TX. The subject contains ± 60.200 acres. It is basically level. The shape is irregular. According to available maps, 0% of the site is within the flood plain. According to the National Wetlands Inventory compiled by the US Fish and Wildlife Service, the site contains riverine wetlands, encumbering $\pm 1\%$ (estimated by appraiser) of the SEU. The subject property has water and electric, on-site septic system. Therefore, based on the physical characteristics of the site, there appears to be no significant detriments to the site.

Legally Permissible

Legal restrictions, as they apply to the subject are private restrictions such as easements, and public restrictions such as zoning. There are no known deed restrictions, either public or private, that would limit the utilization of the subject property. With respect to easements and encumbrances, a right-of-way easement for road purposes is granted to the City of Dripping Springs (#90029785), located on the northwest boundary line of the SEU containing ± 0.936 acres ($\pm 40,772$ SF) per easement document. According to Interlocal Agreement (dated November 11, 2009) between Dripping Springs ISD and the City of Dripping Springs, a 60' right-of-way easement is granted to the City of Dripping Springs located along the north 300' of the northeast boundary of the SEU. Per the agreement, the identification of the location of the easement and the conveyance shall take place at a later date agreeable to both parties. According to measurements from survey and schematic for the proposed Roger Hanks Pkwy, provided by the client and which details the specific location of this existing ROW, the 60' portion of previously granted ROW contains ± 1.767 acres ($\pm 76,985$ SF). No restrictions or easements negatively impact the developability of the property. No additional adverse easements or encumbrances noted, other than the previously discussed permanent ROW easements.

In consideration of zoning, the subject property is GUI- Government/Utility/Institutional and AG-Agriculture. According to the Dripping Springs code of ordinances, the GUI zoning allows public services, government facilities or schools and churches and the AG zoning allows for ranching, cultivation of crops and single family uses. According to the City of Dripping Springs Planning Department (7/2021), if the property was transferred to private ownership and after the construction of Roger Hanks Parkway, it would be reasonable that a zoning change would be requested. However, given the proximity to a SF-1 district and existing GUI district a change to a more intense commercial zoning like CS-Commercial Services may be unlikely. The property is not incorporated in a Future Land Use plan.

⁴ *The Appraisal of Real Estate, 15th Edition*, (Chicago: Appraisal Institute, 2020), p.306.

⁴ *The Appraisal of Real Estate, 15th Edition*, (Chicago: Appraisal Institute, 2020), p.27.

HIGHEST & BEST USE

Also considered within the context of Legally Permissible is conformity with surrounding **properties**. "Conformity is the appraisal principle that holds that real property value is created and sustained when the characteristics of a property conform to the demands of its market."⁴ As discussed in the *Neighborhood Description* section, residential, educational and commercial properties are predominant throughout the neighborhood. The subject is improved with Dripping Springs High School athletic complex, agricultural center and associated buildings on the SEU and the Dripping Springs High School complex on the parent tract. Surrounding development is predominately a mixture of educational, residential and commercial uses.

In summary, due to its location, zoning, compatibility and surrounding uses, the legally permissible component of the highest and best use analysis is considered to point toward mixed use.

Financially Feasible and Maximally Productive

This section requires that the forces of supply and demand be in balance, and that the property developed will provide sufficient income to return profit to the land. The most reasonable use of the site that generates the highest return to the land is mixed use.

Highest and Best Use Conclusion, As If Vacant

Considering all of the factors which influence highest and best use, it is our opinion that the highest and best use of the subject site, if vacant, is mixed use.

Highest and Best Use Conclusion, As Improved

As previously noted, the property is improved with Dripping Springs High School athletic complex, agricultural center and associated buildings on the SEU and the Dripping Springs High School complex on the parent tract. As such, the highest and best use, as improved is continued use as educational campus/facility.

APPRAISAL PROCESS

In estimating the value of real property, there are three recognized approaches or techniques that, when applicable, can be used to process the data considered significant to each into separate value indications. In all instances the experience of the appraisers, coupled with objective judgment, plays a major role in arriving at the conclusions of indicated value from which the final estimate of value is made.

The three approaches are commonly known as:

The Cost Approach - An estimate of the present reproduction cost of the improvements, less accrued depreciation, plus land value. Depreciation includes all loss in value of the improvements due to physical deterioration, functional obsolescence, and economic obsolescence.

The Sales Comparison Approach - Comparison with similar properties that have sold in the market. This Approach can be applied to land alone or to improved properties.

Income Capitalization Approach - Capitalization of the net income that the property can produce. This Approach is applicable only to income producing properties.

Whole Property

In the valuation analysis of the subject property, the Cost, Sales Comparison and Income Capitalization Approaches to value were considered. The subject is effectively vacant land with minimal site improvements (main improvements not impacted). As such, the Sales Comparison Approach (land only) has been developed to estimate the land value and the Cost Approach has been developed to value the site improvements impacted by the acquisition. The Sales Comparison Approach- As Improved and the Income Approach were not considered applicable and have not been developed.

Part to be Acquired

The Part to Be Acquired is considered to be a pro-rata share of the whole.

Remainder Before

The Remainder Before is a mathematical calculation of the Whole Property less the Part to Be Acquired.

Remainder After

In the valuation analysis of the remainder after property, the Cost, Sales Comparison and Income Capitalization Approaches to value were considered. The subject is effectively vacant land with minimal site improvements. The remainder is improved with the Drpping Springs High School athletic complex and associated buildings on the SEU. The main improvements are not impacted and have not been valued herein. As such, the Sales Comparison Approach (land only) has been developed to estimate the land value. The Cost Approach, Sales Comparison Approach- As Improved and the Income Approach were not considered applicable and have not been developed.

First, the overall market value of the property will be estimated. The final step will be to estimate the appropriate recommended compensation for the permanent ROW easement.

THE SALES COMPARISON APPROACH

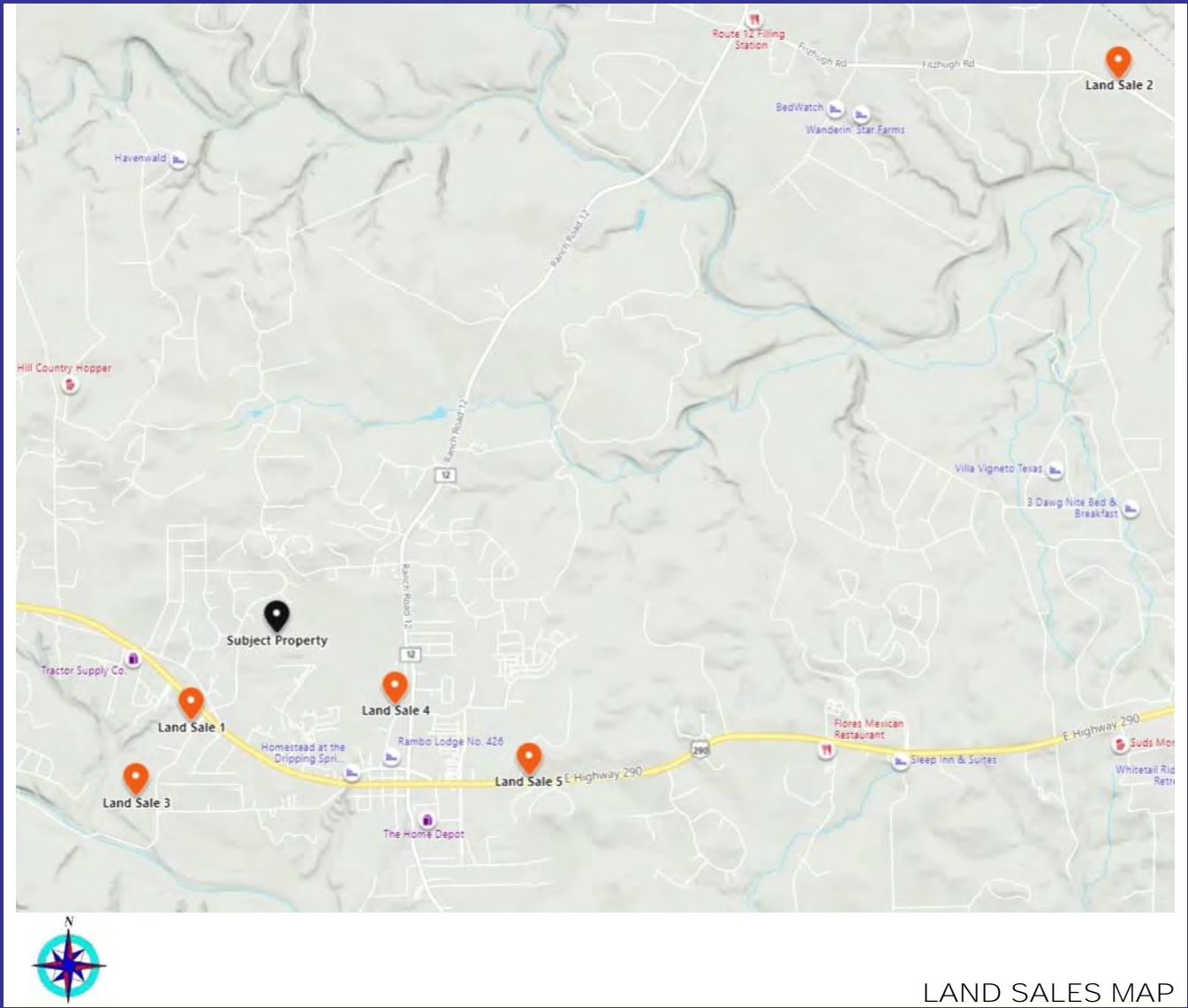
THE SALES COMPARISON APPROACH

The Sales Comparison Approach will be utilized to estimate the fee simple value of the subject site. This approach is considered the most valid indicator in estimating the market value of unimproved land not typically leased in the marketplace. In valuing property via this approach, as many land sales as possible are gathered and the most comparable are used for comparison. Since properties are seldom identical, the comparable sales must be adjusted to the subject for differences in time, location, and physical characteristics to indicate a value for the subject tract.

When valuing real estate via the Sales Comparison Approach, the subject and comparables must be broken down into units of comparison. Units of comparison for vacant land include price per front foot, price per lot, price per acre (buildable or total), price per square foot (buildable or total) and price per buildable unit. The method of comparison is based on the method typically used to purchase vacant tracts in a given area. The price per SF appears prevalent in the area.

In undertaking our research efforts, a diligent search was made of the subject's neighborhood for properties that had sold or that were under contract. Our research included searching for vacant land tracts that exhibited similar characteristics. Included on the following page is a summary of the documented land sales that have been used in estimating the value of the subject. A location map has also been included.

THE SALES COMPARISON APPROACH



LAND SALES MAP

LAND SALES SUMMARY				
#	LOCATION	DATE OF SALE	\$/SF	LAND SIZE (ACRES)
1	NWC of US Hwy 290 and Roger Hanks Pkwy and the EL of Roger Hanks Pkwy, S of US Hwy 290 (195 Roger Hanks Pkwy), Dripping Springs, Hays County, TX	Pending	\$3.68/SF	±31.190 acres
2	NL of Fitzhugh Rd, E of Crumley Ranch Rd (0 Fitzhugh Rd), Hays County, TX	05/20/21	\$3.11/SF	±42.120 acres
3	WL of Roger Hanks Pkwy/Creek Rd, S of Hwy 290 (1300 Creek Rd), Hays County, TX	10/05/20	\$1.58/SF	±23.500 acres
4	WL of Old Fitzhugh Rd, S of Ranch Rd 12 (731 Old Fitzhugh Rd), Dripping Springs, TX	05/27/21	\$5.23/SF	±4.390 acres
5	NEC of US Hwy 290 and Cannon Ranch Rd, Hays County, TX	06/15/20	\$1.23/SF	±57.000 acres
Subject	NL of Hwy 290 and the EL of Golden Eagle Ln (940 US 290W), Dripping Springs, Hays County, TX			±60.200 acres

Source: Atrium Real Estate Services 07/2021

THE SALES COMPARISON APPROACH

LAND SALE NO. 1

Property Identification

Record ID 2775
 Property Type Mixed use
 Address NWC of US Hwy 290 and Roger Hanks Pkwy and the EL of Roger Hanks Pkwy, S of US Hwy 290 (195 Roger Hanks Pkwy), Dripping Springs, Hays County, TX
 Tax ID R114344, R114345, R114346, R114347, R114348, R114349, R114350, R114351, R114354, R114355, R114356, R114357, R114358, R114359, R114360, R114361, R114362, R114363

Sale Data

Grantor Hays County Completion LLC
 Grantee Not disclosed
 Sale Date Pending (expected closing in October 2021)
 Deed Book/Page N/A
 Financing Cash to seller
 Deed Reviewed N/A; Inspected 6/22/2021 GP/LRJ
 Verification Burt Dement, listing agent, 512-689-7352, June 21, 2021; Confirmed by: GP
 Sale Price \$5,000,000

Land Data

Zoning CS-Commercial Services
 Topography Basically level
 Utilities All utilities available
 Shape Irregular
 Flood Info None
 Easements No adverse easements noted
 Improvements Vacant
 Intended/Current Use Unknown/Vacant

Land Size Information

Gross Land Size 31.193 acres or 1,358,767 SF
 Front Footage US 290: Primary road
 Roger Hanks Pkwy: Primary road
 Hamilton Crossing: Secondary road

Indicators

Sale Price/Gross SF \$3.68

Legal Description

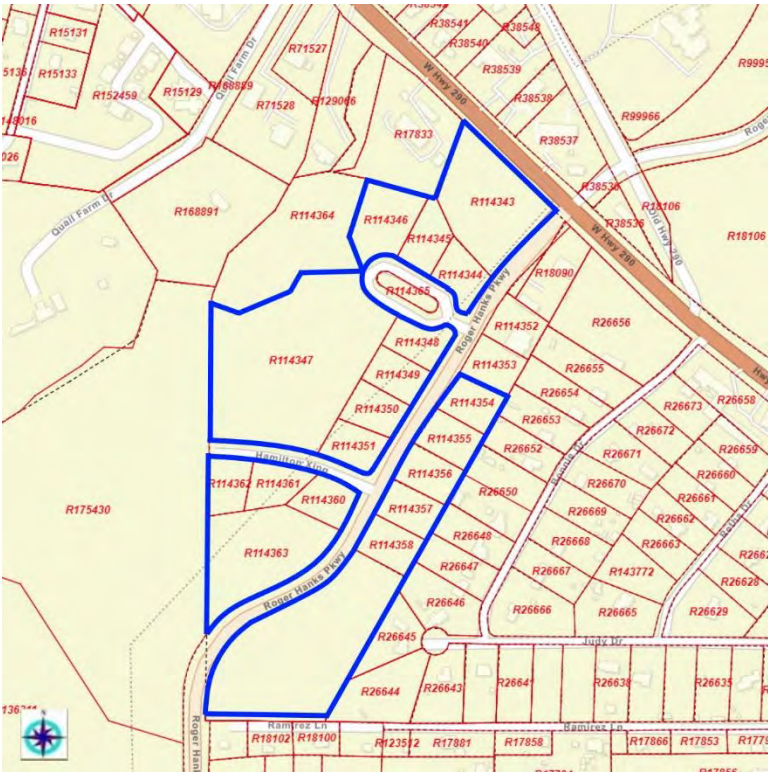
Lots 1,3,4,5,6,7,8,9,10,13,14,15,16,17,18,19,20,21 and 22, Roger Hanks Park, Hays County, Texas

Remarks

The site was vacant at the time of sale. All utilities are available to the site. None of the site is located in the floodplain. According to the National Wetlands Inventory compiled by the US Fish and Wildlife Service, 0% of the site is located in wetlands. The property consists of 19 individually platted lots in the Roger Hanks Park subdivision. 13 lots (\pm 21.705 acres) are contiguous at the NWC of US Hwy 290 and Roger Hanks Parkway and 6 lots (\pm 9.488 acres) are contiguous on the east line of Roger Hanks Parkway. According to the listing agent, the sale is expected to close in October 2021. **The buyer's intended use for the property was not disclosed.** As of June 2021, the site is vacant.

THE SALES COMPARISON APPROACH

LAND SALE NO. 1 (cont.)



THE SALES COMPARISON APPROACH

LAND SALE NO. 2

Property Identification

Record ID	2778
Property Type	Commercial
Address	NL of Fitzhugh Rd, E of Crumley Ranch Rd (0 Fitzhugh Rd), Hays County, TX
Tax ID	R13179, R13161

Sale Data

Grantor	Estate of Ruthie Mae Crumley Huey
Grantee	2W Austin Development, LLC
Sale Date	May 20, 2021
Deed Book/Page	21027294
Financing	Cash to seller
Deed Reviewed	6/22/2021 GP; Inspected 6/22/2021 GP/LRJ
Verification	Madison Waugh, Operations Manager for listing agent Josh Friedman, 512-892-9934, June 22, 2021; Confirmed by: GP

Sale Price	\$5,700,000
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Land Data

Zoning	None
Topography	Basically level
Utilities	Water and electric available, septic required
Shape	Irregular
Flood Info	None
Easements	No adverse easements noted
Improvements	Vacant
Intended/Current Use	Commercial/Vacant

Land Size Information

Gross Land Size	42.120 acres or 1,834,747 SF
Front Footage	Fitzhugh Rd: Primary road

Indicators

Sale Price/Gross SF	\$3.11
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Legal Description

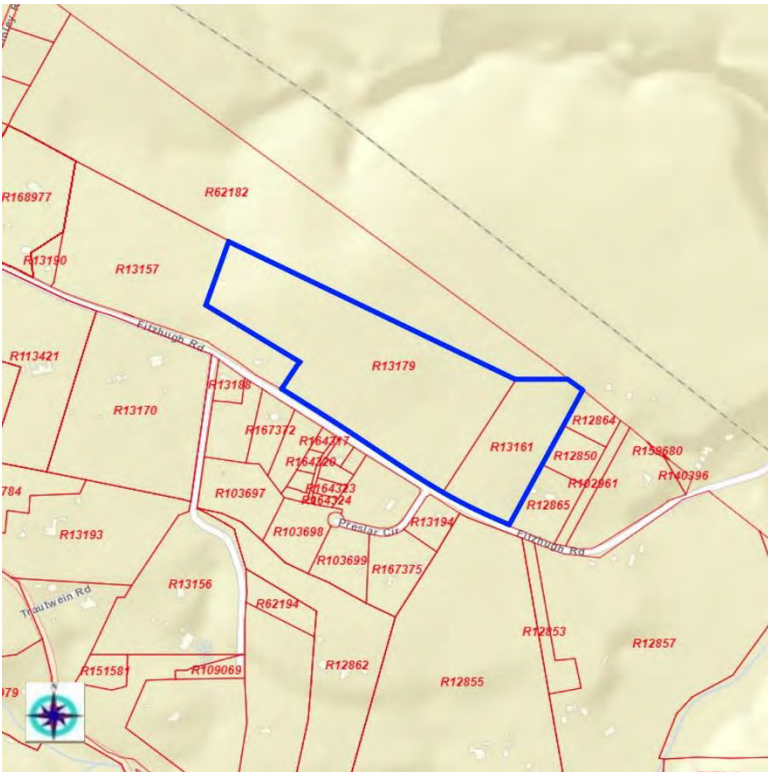
Land in the John Barton Survey No. 80, the Herman Benson Survey No. 139 and the John Bollinger Survey, Hays County, Texas

Remarks

The site was vacant at the time of sale. Water and electric available, septic required. None of the site is located in the floodplain. According to the National Wetlands Inventory compiled by the US Fish and Wildlife Service, none of the site is located in wetlands. The listing agent believed the buyer intended to develop the property for commercial use. As of June 2021, the site is vacant.

THE SALES COMPARISON APPROACH

LAND SALE NO. 2 (cont.)



 THE SALES COMPARISON APPROACH

LAND SALE NO. 3

Property Identification

Record ID	2717
Property Type	Mixed
Address	WL of Roger Hanks Pkwy/Creek Rd, S of Hwy 290 (1300 Creek Rd), Hays County, TX
Tax ID	R136311

Sale Data

Grantor	Cypress Fork Ranch, LP
Grantee	Eagle River, LLC
Sale Date	October 5, 2020
Deed Book/Page	20008213
Financing	Cash to seller; conventional
Deed Reviewed	10/30/2020 SMG; Inspected 8/14/2020 LRJ/SMG
Verification	Pamela McAfee, Listing agent (512) 554-8476, July 30, 2020 and copy of portion of contract provided by Grantor; Confirmed by: SMG

Sale Price	\$1,621,500
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Land Data

Zoning	None - Dripping Springs ETJ
Topography	Generally level to rolling with a creek along the western boundary
Utilities	Electricity and water available, septic needed
Shape	Irregular
Flood Info	±1% of the site is in 100-year floodplain
Easements	No adverse easements
Improvements	Vacant at time of sale
Intended/Current Use	Mixed/Vacant

Land Size Information

Gross Land Size	23.50 acres or 1,023,660 SF
Front Footage	Creek Rd/Roger Hanks Pkwy: secondary roadway

Indicators

Sale Price/Gross Acre	\$69,000
Sale Price/Gross SF	\$1.58

Legal Description

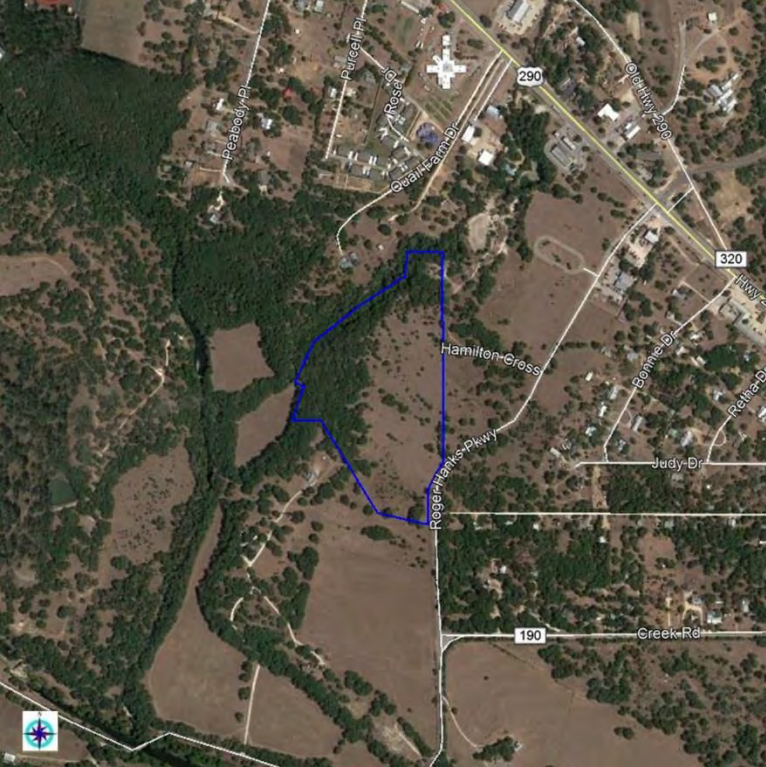
23.5 acres in the Benjamin F. Hanna Survey No. 28, Abstract No. 222, Hays County, Texas

Remarks

The site was vacant at the time of sale. The site has electricity and water available, septic needed. There are deed restrictions (#20044930) associated with the property stating that the property may be subdivided into a northern portion, of no more than 12 acres and southern portion in which the northern portion may be used for light commercial and single family residential use (of no more than one dwelling per each 0.5 acre) and an impervious cover not to exceed 35%. The southern portion may only be used for single family residential use and **includes a building setback of 50' from the adjacent parcel to the south which must be kept in its natural state, except for driveway use (as specified in document).** According to the National Wetlands Inventory, as compiled by the US Fish and Wildlife, none of the property is within the wetlands. ±1% of the site is located within the 100-year floodplain. As of August 2020, the site vacant.

THE SALES COMPARISON APPROACH

LAND SALE NO. 3 (cont.)



THE SALES COMPARISON APPROACH

LAND SALE NO. 4

Property Identification

Record ID	2776
Property Type	Commercial
Address	WL of Old Fitzhugh Rd, S of Ranch Rd 12 (731 Old Fitzhugh Rd), Dripping Springs, TX
Tax ID	R155033

Sale Data

Grantor	Dripping Springs Outfitters LLC
Grantee	DD Magee Holdings LLC
Sale Date	May 27, 2021
Deed Book/Page	21028598
Financing	Cash to seller
Deed Reviewed	6/21/2021 GP; Inspected 6/22/2021 LRJ/GP
Verification	Micha Hill, listing agent (512) 779-2872, June 21, 2021; Confirmed by: GP

Sale Price	\$1,000,000
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Land Data

Zoning	LR-Local Retail
Topography	Level
Utilities	All available
Shape	Irregular
Flood Info	None
Easements	No adverse easements
Improvements	None
Intended/Current Use	Unknown/vacant

Land Size Information

Gross Land Size	±4.390 acres or ±191,228 SF
Front Footage	Old Fitzhugh Rd: primary road

Indicators

Sale Price/Gross Acre	\$227,790
Sale Price/Gross SF	\$5.23

Legal Description

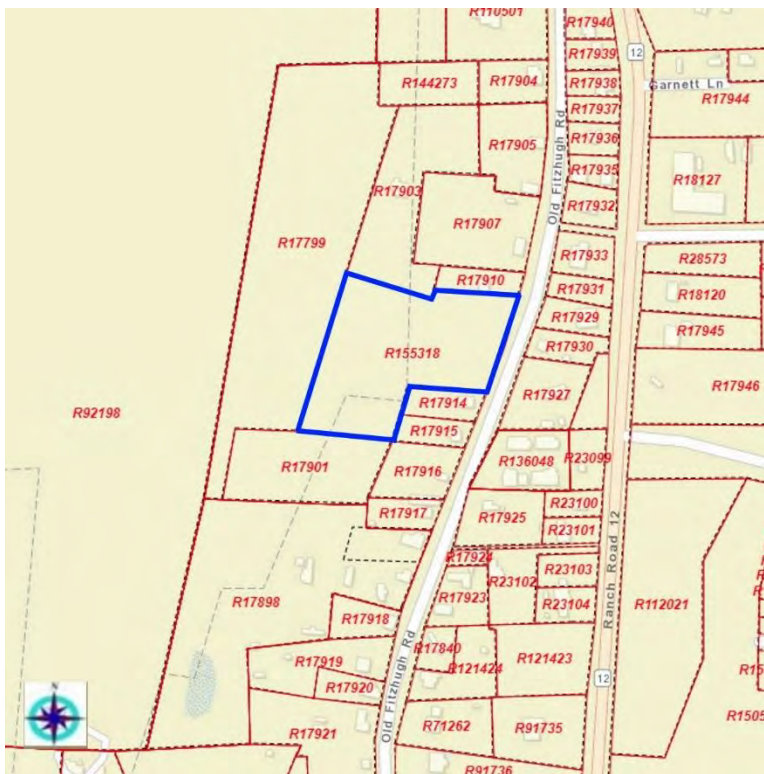
Lot 1, Old Town Cottages, Hays County, Texas

Remarks

The site was vacant at the time of sale. All utilities are available to the site. None of the site is located in the floodplain. According to the National Wetlands Inventory compiled by the US Fish and Wildlife Service, 0% of the site is located in wetlands. According to the listing agent, the buyer purchased the property as an investment and did not have immediate plans for development. As of June 2021, the site is vacant.

THE SALES COMPARISON APPROACH

LAND SALE NO. 4 (cont.)



THE SALES COMPARISON APPROACH

LAND SALE NO. 5

Property Identification

Record ID	2715
Property Type	Mixed
Address	NEC of US Hwy 290 and Cannon Ranch Rd, Hays County, TX
Tax ID	R17949, R17948, R17786 (portion of)

Sale Data

Grantor	Cannon Family Ranch Partnership, Ltd.
Grantee	Oryx Cannon 58, LLC
Sale Date	June 15, 2020
Deed Book/Page	20023358
Financing	Cash to seller
Deed Reviewed	10/29/2020 SMG; Inspected 10/30/2020 LRJ/SMG
Verification	John Endendyk, Broker (512) 585-9351, October 5, 2020; Confirmed by: SMG

Sale Price	\$3,050,000
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Land Data

Zoning	None- City of Dripping Springs ETJ
Topography	Basically level to rolling
Utilities	Electricity and water available
Shape	Irregular
Flood Info	None
Easements	No adverse easements
Improvements	Residence and outbuildings contributed minimal value
Intended/Current Use	Commercial/Vacant

Land Size Information

Gross Land Size	57.00 acres or 2,482,921 SF
Front Footage	US Hwy 290: Primary roadway Cannon Ranch Rd: Secondary roadway

Indicators

Sale Price/Gross Acre	\$53,509
Sale Price/Gross SF	\$1.23

Legal Description

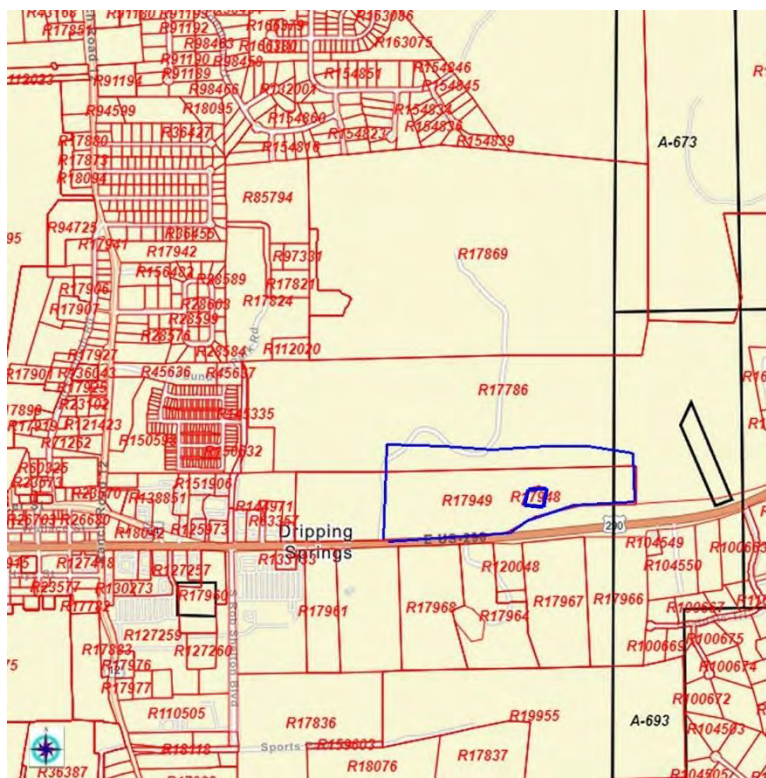
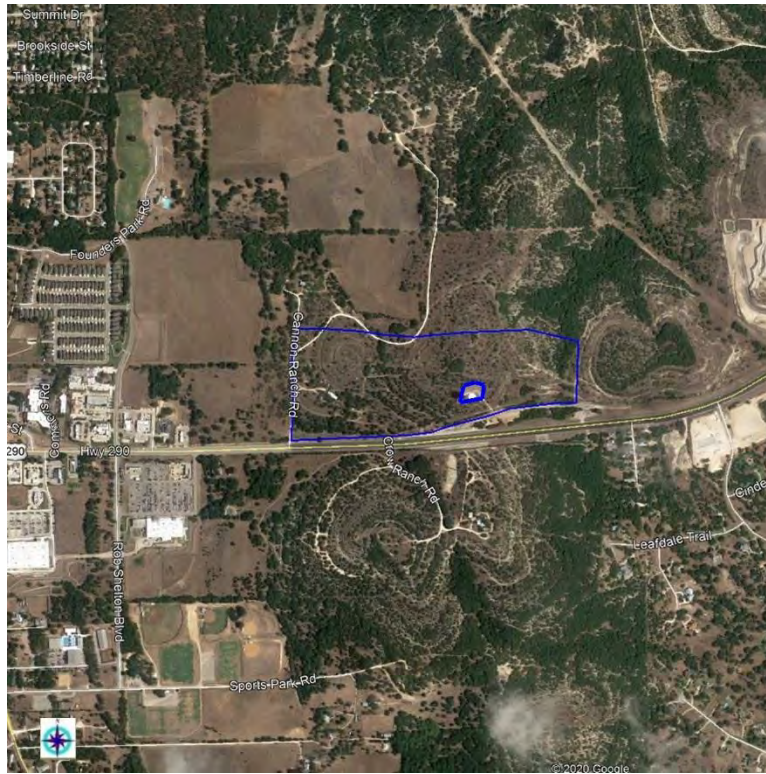
Being 58 acres of land out of the Philip A. Smith League Survey No. 26, Abstract No. 415, Hays County, Texas; Save and Except 1.00 acre conveyed to Lower Colorado River Authority.

Remarks

The site contained a residence (2,125 SF, YOC 1967 per CAD) and outbuildings which contributed minimal value to the sale. The site has a water tower on 1 acre in the central portion which is owned by LCRA. The site has electricity and water available. None of the site is in 100 year floodplain. According to the National Wetlands Inventory, as compiled by the US Fish and Wildlife, none of the site is within the wetlands. As of October 2020, the site is vacant.

THE SALES COMPARISON APPROACH

LAND SALE NO. 5 (cont.)



THE SALES COMPARISON APPROACH

THE ADJUSTMENT PROCESS

In order to narrow the range of sale prices indicated by the comparable sales, adjustments will be made to the sales for differing characteristics. The adjustment process will begin with a discussion of the property rights.

Property Rights Conveyed - The transaction price of a sale is always based on the real property interest conveyed. In this instance, an adjustment for this attribute is not considered necessary.

Terms of Sale/Financing - The sales gathered for this report reflected cash to seller transactions or those where the financing terms were reported to be at market. Therefore, an adjustment for cash equivalency is not necessary.

Conditions of Sale - The sales reflected **properties that concluded to be arm's length** transactions. An adjustment for conditions of sale does not appear to be warranted.

Market Conditions/Time - The sale comparables utilized in the present analysis ranged in date of sale from 06/15/20 to Pending. Considering the general market conditions, it appears that no adjustment for this characteristic is warranted.

Location - The following table summarizes the location ratings:

LOCATION RATINGS		
Sale	Location	Rating
1	NWC of US Hwy 290 and Roger Hanks Pkwy and the EL of Roger Hanks Pkwy, S of US Hwy 290 (195 Roger Hanks Pkwy), Dripping Springs, Hays County, TX	Superior/1.0
2	NL of Fitzhugh Rd, E of Crumley Ranch Rd (0 Fitzhugh Rd), Hays County, TX	Similar/0
3	WL of Roger Hanks Pkwy/Creek Rd, S of Hwy 290 (1300 Creek Rd), Hays County, TX	Inferior/2.0
4	WL of Old Fitzhugh Rd, S of Ranch Rd 12 (731 Old Fitzhugh Rd), Dripping Springs, TX	Superior/1.0
5	NEC of US Hwy 290 and Cannon Ranch Rd, Hays County, TX	Similar/0
<i>Subject</i>	NL of Hwy 290 and the EL of Golden Eagle Ln (940 US 290W), Dripping Springs, Hays County, TX	X

Based on the general location characteristics of the properties, an adjustment for location appears necessary. Considering the general location differences of the comparables and the subject, an adjustment of 10% per rating category has been utilized.

Physical Characteristics:

Included in the physical characteristics adjustments are various categories including size of properties, improvements on the property, frontage, entitlements, easements, topography, utilities, flood plain, zoning, etc. The following summarizes those characteristics which require adjustment.

THE SALES COMPARISON APPROACH

Size: The size of the property is ± 60.200 acres while the sales range in size from ± 4.390 acres to ± 57.000 acres. Considering the variations in the properties, only a minimal adjustment for size is considered necessary. The sales have been adjusted at 10% per doubling.

SIZE RATINGS		
Sale	Size	Rating
1	± 31.190 acres	Superior/0.5
2	± 42.120 acres	Similar/0
3	± 23.500 acres	Superior/0.5
4	± 4.390 acres	Superior/2.5
5	± 57.000 acres	Similar/0
Subject	± 60.200 acres	-----

Floodplain /Topography – The subject tract is basically level. 0% of the site is within the floodplain. According to the National Wetlands Inventory compiled by the US Fish and Wildlife Service, the site contains riverine wetlands, encumbering $\pm 1\%$ (estimated by appraiser) of the SEU. Sales 1, 2, 4 and 5 have basically level topography and no floodplain. Sale 3 has slightly sloping topography towards a creek on the western boundary and is $\pm 1\%$ in the 100-year floodplain. An adjustment for floodplain and topography is not necessary.

Zoning/restrictions: The subject property is zoned GUI- Government/Utility/Institutional and AG-Agriculture. According to the Dripping Springs code of ordinances; the GUI zoning allows public services, government facilities or schools and churches and the AG zoning allows for ranching, cultivation of crops and single family uses. According to the City of Dripping Springs Planning Department (7/2021), if the property was transferred to private ownership and after the construction of Roger Hanks Parkway, it would be reasonable that a zoning change would be requested. However, given the proximity to a SF-1 district and existing GUI district a change to a more intense commercial zoning like CS-Commercial Services may be unlikely. An adjustment for zoning is not necessary.

Utilities: The subject property has water and electric, on-site septic system. Sale 1 and 4 have all utilities available and have been adjusted -5%. Sales 2, 3 and 5 have water, electric available and require septic. An adjustment for Sales 2, 3 and 5 is not necessary.

Corner/Frontage: The subject property is located at the NL of Hwy 290 and the EL of Golden Eagle Ln (940 US 290W), Dripping Springs, Hays County, TX. Sale 1 is located at the corner of US 290 and Roger Hanks Pkwy and has been adjusted -10%. Sales 2, 3, and 5 are not located on a corner and no adjustment is necessary. Sale 4 is at the corner of US Hwy 290 and a road leading to private property. An adjustment for Sale 4 is not necessary.

Other Characteristics – The subject property has access via Golden Eagle Lane and Mighty Tiger Trail, an interior road of the parent tract, and has minimal road frontage. Sales 1, 2 and 5 have superior road frontage and have been adjusted -5%. Sales 3 and 4 have similar road frontage, and an adjustment is not necessary. Sale 5 included a residence (2,125 SF, YOC 1967 per CAD) and outbuildings which contributed minimal value to the sale. An adjustment is not considered necessary for Sale 2 considering the age of the improvements.

The following adjustment grid illustrates the adjustments applied to the sales.

THE SALES COMPARISON APPROACH

VALUATION GRID

Representative Comparable Sales

	Subject	Comp No 1	Comp No 2	Comp No 3	Comp No 4	Comp No 5
Grantor		Hays County Completion LLC	Huey	Cypress Fork Ranch, LP	Dripping Springs Outfitters LLC	Cannon Family Ranch Partnership, Ltd.
Grantee		Not disclosed	2W Austin Development, LLC	Eagle River, LLC	DD Magee Holdings LLC	Oryx Cannon 58, LLC
Date of Sale	7/2/2021 Effective date	Pending	5/20/2021	10/5/2020	5/27/2021	6/15/2020
Relative Location	NL of Hwy 290 and the EL of Golden Eagle Ln (940 US 290W), Dripping Springs, Hays County, TX	NWC of US Hwy 290 and Roger Hanks Pkwy and the EL of Roger Hanks Pkwy, S of US Hwy 290 (195 Roger Hanks Pkwy), Dripping Springs, Hays County, TX	NL of Fitzhugh Rd, E of Crumley Ranch Rd (0 Fitzhugh Rd), Hays County, TX	WL of Roger Hanks Pkwy/Creek Rd, S of Hwy 290 (1300 Creek Rd), Hays County, TX	WL of Old Fitzhugh Rd, S of Ranch Rd 12 (731 Old Fitzhugh Rd), Dripping Springs, TX	NEC of US Hwy 290 and Cannon Ranch Rd, Hays County, TX
Size (acres)	60.200	31.1900	42.1200	23.5000	4.3900	57.0000
Unit Price	\$/SF	\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Property Rights		0%	0%	0%	0%	0%
Adjusted \$SF		\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Financing		0%	0%	0%	0%	0%
Adjusted \$SF		\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Conditions of Sale		0%	0%	0%	0%	0%
Adjusted \$SF		\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Market Conditions/Time		0%	0%	0%	0%	0%
Adjusted \$SF		\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Location Adjustment		-10%	0%	+20%	-10%	0%
Physical Adjustment						
Size adjustment	2,622,312 SF	-5%	0%	-5%	-25%	0%
Flood/Topo adjustment		0%	0%	0%	0%	0%
Zoning adjustment		0%	0%	0%	0%	0%
Utilities Adjustment		-5%	0%	0%	-5%	0%
Corner Adjustment		-10%	0%	0%	0%	0%
Other Adjustment		-5%	-5%	0%	0%	-5%
Net Location & Physical Characteristics Adjustment		-35%	-5%	+15%	-40%	-5%
	Indicated Unit Value	\$2.39	\$2.95	\$1.82	\$3.14	\$1.17
Estimated Unit Value						\$3.00
Existing ROW easement - Karhan Park		40,772 SF x \$3.00/SF x 0%				\$0
Existing ROW easement - Draper		76,985 SF x \$3.00/SF x 0%				\$0
Unencumbered Land Value		2,504,555 SF x \$3.00/SF				\$7,513,665
Estimated Total Value						\$7,513,665

THE SALES COMPARISON APPROACH

Reconciliation and Value Estimate

In estimating the fee simple value of the subject via this approach, data was analyzed and adjusted, suggesting a value estimate for the subject property between \$1.17/SF and \$3.14/SF. For purposes of this analysis, a reconciled indicated unit estimate of \$3.00/SF has been utilized. Two existing right-of-way easements are located on the subject property; Karhan Park permanent ROW easement ± 0.936 acres ($\pm 40,772$ SF) and Draper permanent ROW easement ± 1.767 acres ($\pm 76,985$ SF). These areas have been valued at 0% of the estimated value as they are existing ROW easements for road construction. Therefore, the following is the estimate of the market value of the fee simple interest in the subject property, as if vacant:

Description	Size	\$/SF	%	Value
Existing Permanent ROW Easement - Karhan Park	$\pm 40,772$ SF	\$3.00/SF	X 0%	\$0
Existing Permanent ROW Easement - Draper	$\pm 76,985$ SF	\$3.00/SF	X 0%	\$0
Unencumbered Land Value	$\pm 2,504,555$ SF	\$3.00/SF	X 100%	\$7,513,665
Estimated Land Value:				\$7,513,665

THE COST APPROACH

IMPROVEMENT VALUE

As previously discussed, the subject property is improved with Dripping Springs High School athletic complex, agricultural center and associated buildings on the SEU and the Dripping Springs High School complex on the parent tract. Site improvements impacted by the proposed acquisition are listed below.

In order to arrive at a reasonable estimate of the replacement cost new, cost estimates from *Marshall Valuation Service* and/or local contractors were utilized. The costs data used to estimate the cost of the site improvements and the life expectancy and depreciation for the site improvements located within the acquisition are illustrated in the following tables.

Type of Improvement	MSV Section/Page	Base Range	Current Cost Multiplier	Local Cost	Soft Costs	Entrepreneurial Incentive	Adjusted range	Estimate
Concrete pavement (SF)	Section 66	\$5.23	1.08	0.84	1.10	1.15	\$6.00	\$7.75/SF
	Page 2	\$8.29					\$9.51	

Depreciation Summary			
Improvement	Effective Age	Life Expectancy	% Depreciation (per MVS)
Concrete paving/drainage	3	16	14%

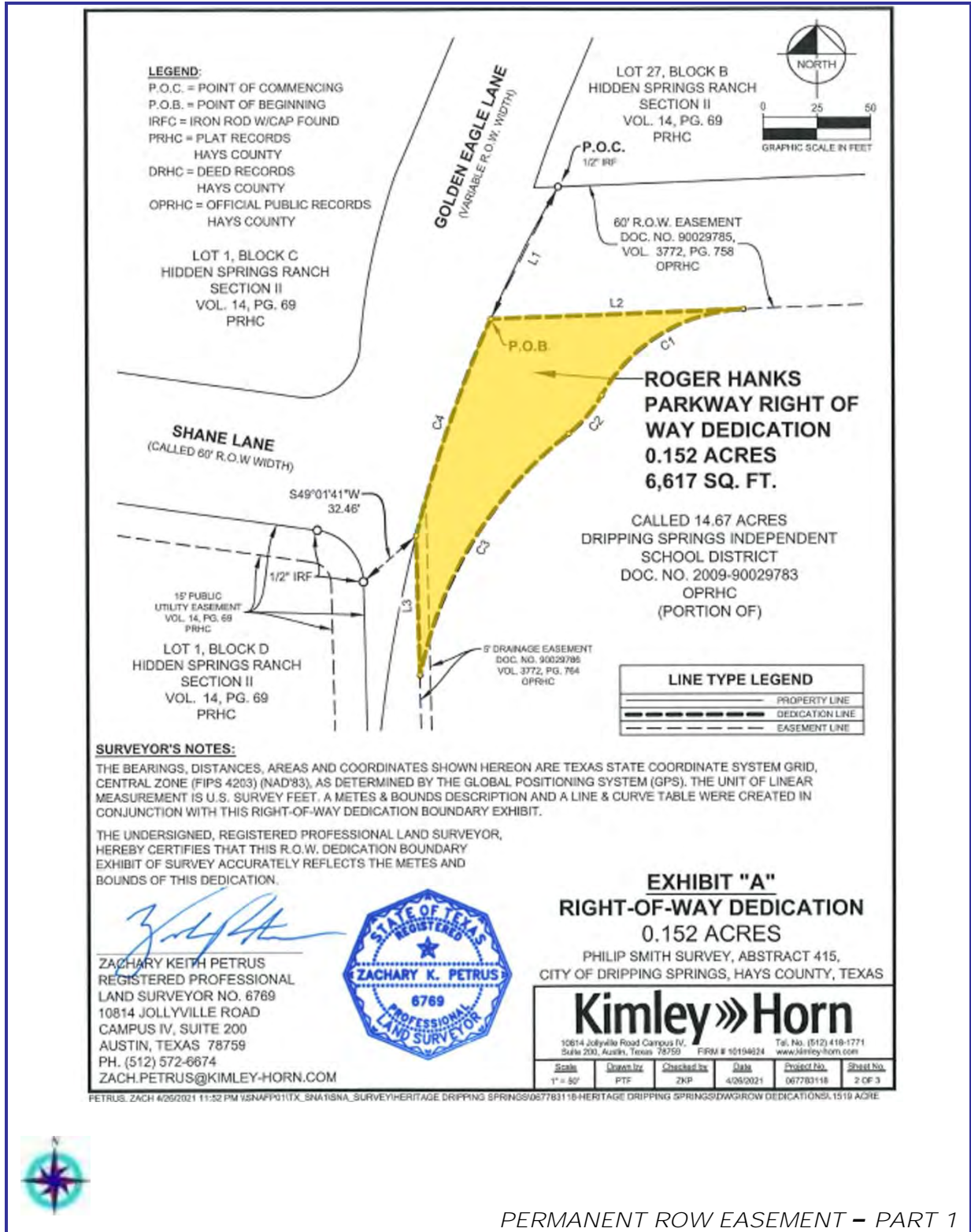
Whole Property Land Value and Site Improvements Impacted by Part to be Acquired

The current whole property land value and site improvement value impacted by the part to be acquired is illustrated in the following table.

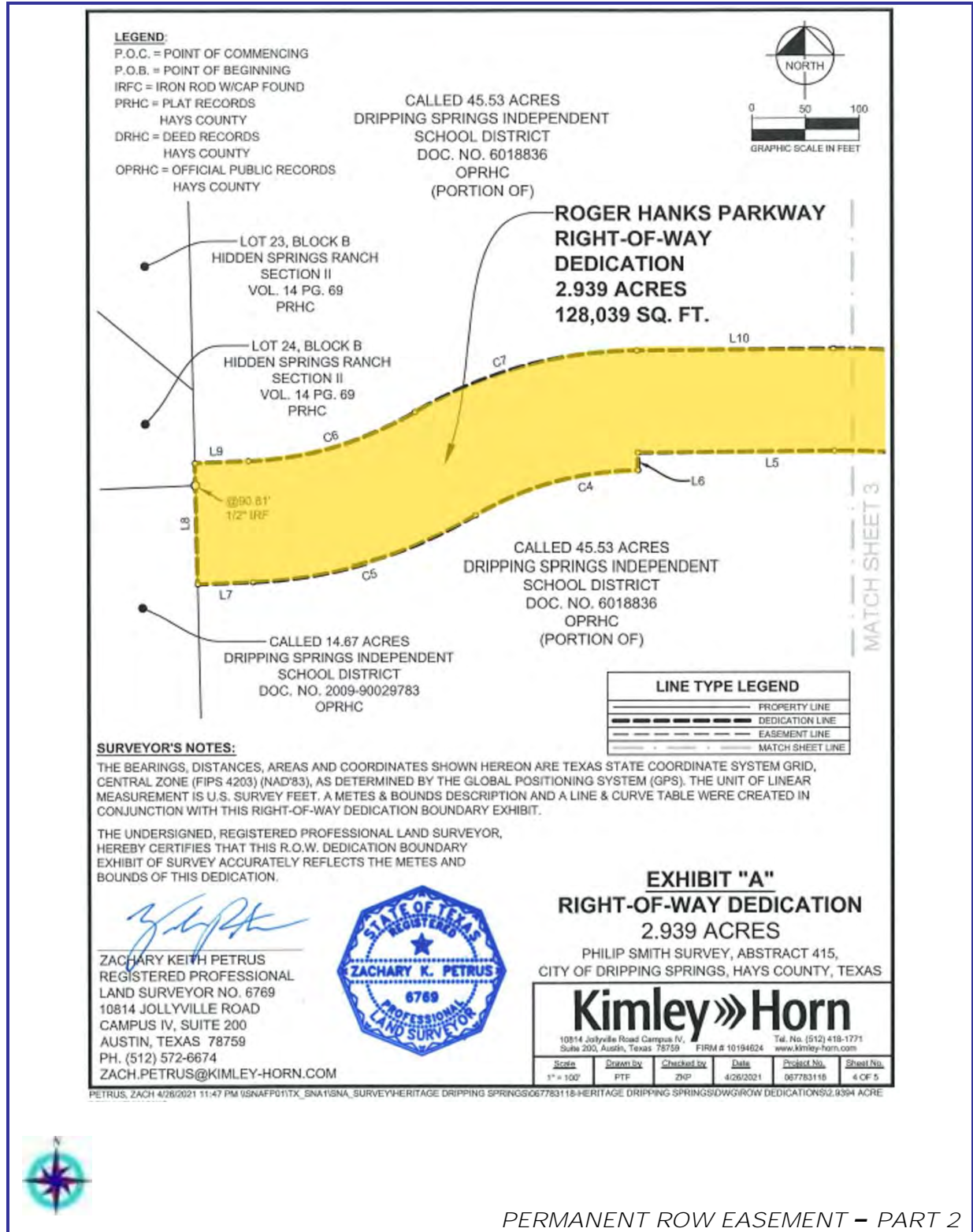
WHOLE PROPERTY (LAND AND SITE IMPROVEMENTS IMPACTED BY PART TO BE ACQUIRED)					
Improvement	Size	\$ per unit	Cost New	(Depreciation)	Current Value
Concrete paving/drainage (SF)	1,500	\$7.75	\$11,625	(\$1,628)	\$9,997
Contributory Value of Site Improvements in Part to be Acquired					\$9,997
Land Value Existing ROW Easement - Karhan Park ($\pm 40,772$ SF x \$3.00/SF x 0%)					\$0
Land Value Existing ROW Easement - Draper ($\pm 76,985$ SF x \$3.00/SF x 0%)					\$0
Land Value Unencumbered ($\pm 2,504,555$ SF x \$3.00/SF)					\$7,513,665
Value of Whole Property Land					\$7,513,665
Value of Whole Property (Land and Site Improvements impacted by the acquisition)					\$7,523,662

*PART TO BE ACQUIRED, REMAINDER BEFORE AND
REMAINDER AFTER*

PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER

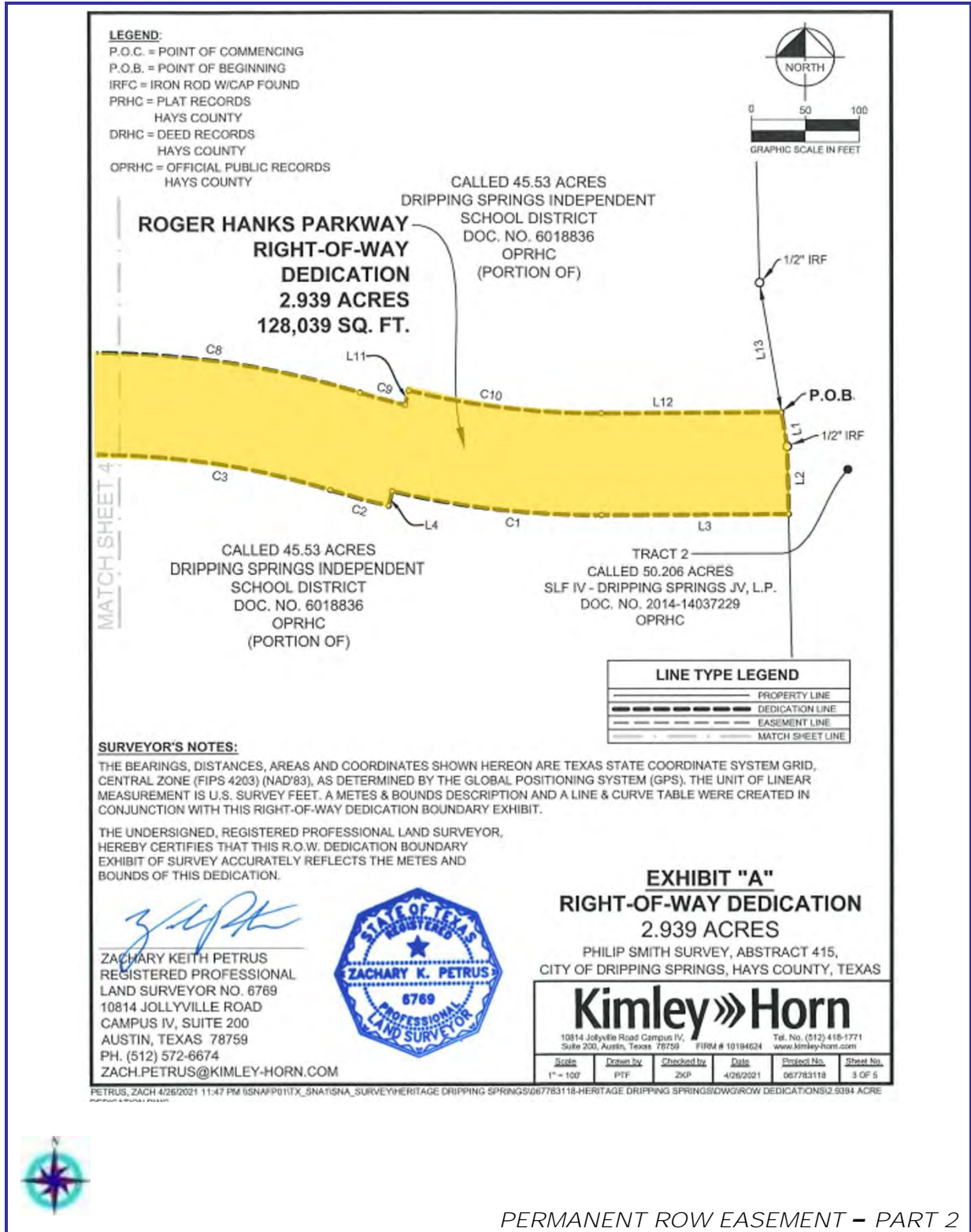


PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER



PERMANENT ROW EASEMENT - PART 2

PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER



PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER

PROPERTY COMPONENT SUMMARY		
Component	Acres	SF
Whole Property – Separate Economic Unit	±60.200 acres	±2,622,312 SF
Existing ROW Easement (Karhan Park)	±0.936 acres	±40,772 SF
Existing ROW Easement (Draper)	±1.767 acres	±76,985 SF
Whole Property Unencumbered – Separate Economic Unit	±57.497 acres	±2,504,555 SF
New ROW Easement Acquisition – Part 1	±0.152 acres	±6,617 SF
New ROW Easement Acquisition – Part 2	±1.172 acres	±51,054 SF
Existing ROW Easement Acquisition (Draper) – Part 2*	±1.767 acres	±76,985 SF
Total Permanent ROW Easement Acquisition	±3.091 acres	±134,656 SF
Remainder	±60.200 acres	±2,622,312 SF
North Remainder Unencumbered	±16.500 acres	±718,740 SF
South Remainder Unencumbered	±39.673 acres	±1,728,144 SF
Total Remainder Unencumbered	±56.173 acres	±2,446,884 SF

*This portion of permanent ROW acquisition Part 2 was previously conveyed through Interlocal Agreement (dated November 2009), please refer to Scope of Work section.

Description of the Permanent ROW Easement

Proposed ROW easement acquisition Part 1 is ±0.152 acres (±6,617 SF) and located along the west boundary of the SEU and the Karhan Park tract, along Golden Eagle Lane and the southwest boundary of the previously dedicated Karhan Park ROW easement (#90029785). The previously dedicated Karhan Park ROW easement, located north of the proposed ROW easement **Part 1, is 60' wide and contains ±0.936 acres (±40,772 SF) per easement document.** The proposed ROW easement acquisition Part 1 adjoins the existing Karhan Park ROW easement along its south line, but the ±0.152 acre (±6,617 SF) ROW easement acquisition is independent of the previously conveyed Karhan Park ROW easement. The permanent ROW easement acquisition Part 1 has a length of ±171 LF and a depth of ±117 LF. The acquisition is irregular in shape. The acquisition is irregular in shape.

Proposed ROW easement acquisition Part 2 is ±2.939 acres (±128,039 SF) and located in the eastern portion of the SEU and northern portion of the Draper tract. The proposed permanent ROW **easement acquisition contains the previously agreed to Draper Tract 60' ROW easement (Interlocal Agreement, dated November 2019) and an additional ±20' feet of new ROW easement acquisition** on either side of the existing ROW easement. According to measurements from the survey and schematic for the proposed Roger Hanks Pkwy provided by the client, the portion of **the existing Draper Tract 60' ROW easement contains ±1.767 acres (±76,985 SF), with ±1.172 acres (±51,054 SF) as new proposed ROW.** Proposed permanent ROW easement Part 2 bisects the eastern portion of the property (SEU). The permanent ROW easement acquisition Part 2 has a length of ±1,282 LF along the south line of the north remainder and a length of ±1,303 LF along the north line of the south remainder. The depth varies between ±95 LF to ±111 LF. The acquisition is irregular in shape. Access denial will not be implemented along the new right of way.

This shape and size is based on our review of the field notes and sketch for the proposed permanent ROW easement. These sizes will be utilized in the calculations herein and are considered to be accurate. The site improvements located in the acquisition (if any) are listed below.

According to available information, the acquisition area will be utilized as part of the Roger Hanks Parkway.

PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER

Highest & Best Use Analysis of the Permanent ROW Easement

In arriving at an opinion of highest and best use, factors that affect the property are generally considered as to their effect on the highest and best use of the site, as vacant.

The physical characteristics of the permanent ROW easement impose limitations on its development potential. It is our opinion that the ultimate highest and best use of the permanent ROW easement, as vacant, would be for assemblage as a part of the whole property.

Valuation of the Permanent ROW Easement

The land value in the part to be acquired is based on same unit value as the whole property. The value of the whole property ±60.200 acres (±2,622,312 SF) has been estimated at \$3.00/SF. The acquisition area contains ±3.091 acres (±134,656 SF), which includes an existing permanent ROW easement (Draper) of ±1.767 acres (±76,985 SF) located entirely within permanent ROW acquisition Part 2. The encumbered area has been valued at 0% of the estimated value as it is existing right of way for road purposes. The site improvements located in the acquisition (if any) are listed below. The value of the components within the acquisition are listed in the following chart.

PART TO BE ACQUIRED (LAND AND SITE IMPROVEMENTS IN PART TO BE ACQUIRED)					
Improvement	Size	\$ per unit	Cost New	(Depreciation)	Current Value
Concrete paving/drainage (SF)	1,500	\$7.75	\$11,625	(\$1,628)	\$9,997
Contributory Value of Site Improvements in Part to be Acquired					\$9,997
New Permanent ROW Easement Acquisition Part 1 (±6,617 SF x \$3.00/SF)					\$19,851
New Permanent ROW Easement Acquisition Part 2 (±51,054 SF x \$3.00/SF)					\$153,162
Existing Permanent ROW Easement Acquisition (Draper) Part 2 (±76,985 SF x \$3.00/SF x 0%)*					\$0
Total Land Value of Permanent ROW Acquisitions (Parts 1 and 2)					\$173,013
Value of Land and Site Improvements in Part to be Acquired					\$183,010

*This portion of permanent ROW acquisition Part 2 was previously conveyed through Interlocal Agreement (dated November 2009), please refer to Scope of Work section.

PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER

Valuation of the Remainder Before the Acquisition

The value of the remainder before the acquisition is a mathematical calculation whereby the value of the part to be acquired is subtracted from the value of the whole property. The difference between these figures is the indication of the value of the remainder immediately before the acquisition, and this number forms the foundation upon which the determination of damages or enhancements to the remainder can be determined. The value of the subject prior to the acquisition was estimated to be \$7,523,662. The value of the remainder before the acquisition is therefore calculated to be \$7,340,652 (\$7,523,662 - \$183,010).

Description of the Remainder After the Acquisition

Comparisons Before and After the Acquisition		
Site	Whole Property	Remainder
Size:	±60.200 acres (SEU) ±2,622,312 SF ±57.497 acres (SEU, unencumbered) (±2,495,930 SF) Existing Permanent ROW Easement (Karhan Park): ±0.936 acres (±40,772 SF) Existing Permanent ROW Easement (Draper): ±1.767 acres (±76,985 SF)	±60.200 acres (SEU) ±2,622,312 SF ±56.173 acres (SEU, unencumbered) ±2,446,884 SF North Remainder (Unencumbered): ±16.500 acres (±718,740 SF) South Remainder (Unencumbered): ±39.673 acres (±1,728,144 SF)
Acquisition:		Part 1: New Permanent ROW Easement- ±0.152 acres (±6,617 SF) Part 2: New Permanent ROW Easement- ±1.172 acres (±51,054 SF) Existing Permanent ROW Easement- ±1.767 acres (±76,985 SF) Total: New Permanent ROW Easement- ±1.324 acres (±57,671 SF) Existing Permanent ROW Easement- ±1.767 acres (±76,985 SF) Total Permanent ROW Easement- ±3.091 acres (±134,656 SF) ±134,656 SF (±5% of the SEU)

PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER

Highest and Best Use As if Vacant:	Mixed use.	North Remainder: Mixed use. South Remainder: Mixed use.
Highest and Best Use As Improved:	Continued use as educational campus/facility.	North Remainder: N/A South Remainder: Continued use as educational campus/facility.
Utilities:	Water and electric, on-site septic system.	North Remainder: Water and electric, septic required. South Remainder: Water and electric, on-site septic system.
Shape:	Irregular.	North Remainder: Irregular. South Remainder: Irregular.
Floodplain:	0%	0%
Frontage: Golden Eagle Lane: Mighty Tiger Trail (SEU): Roger Hanks Parkway:	±465 LF ±30 LF N/A	North Remainder: N/A N/A ±1,282 feet South Remainder: ±465 feet ±30 feet ±1,303 feet
Access:	Golden Eagle Lane Mighty Tiger Trail (SEU)	North Remainder: Roger Hanks Parkway South Remainder: Golden Eagle Lane, Mighty Tiger Trail (SEU), Roger Hanks Parkway
Access Denial:		Access denial will not be implemented along the new right of way.
Improvements		
Distance from R/W:	Football field (not impacted): ± 280 LF to Golden Eagle Lane ± 585 LF to Mighty Tiger Trl Track (not impacted): ± 805 LF to Golden Eagle Lane ± 220 LF to Mighty Tiger Trl Softball field (not impacted): ± 1260 LF to Golden Eagle Lane ± 240 LF to Mighty Tiger Trl Baseball field (not impacted): ± 1530 LF to Golden Eagle Lane ± 240 LF to Mighty Tiger Trl Field House (not impacted): ± 840 LF to Golden Eagle Lane	Football field (not impacted): ± 280 LF to Golden Eagle Lane ± 585 LF to Mighty Tiger Trl ± 270 LF to Roger Hanks Pkwy Track (not impacted): ± 805 LF to Golden Eagle Lane ± 220 LF to Mighty Tiger Trl ± 125 LF to Roger Hanks Pkwy Softball field (not impacted): ± 1260 LF to Golden Eagle Lane ± 240 LF to Mighty Tiger Trl ± 455 LF to Roger Hanks Pkwy Baseball field (not impacted): ± 1530 LF to Golden Eagle Lane ± 240 LF to Mighty Tiger Trl ± 220 LF to Roger Hanks Pkwy

PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER

	<p>± 255 LF to Mighty Tiger Trl Maintenance building (not impacted): ± 995 LF to Golden Eagle Lane ± 800 LF to Mighty Tiger Trl Agriculture building (not impacted): ± 1195 LF to Golden Eagle Lane ± 765 LF to Mighty Tiger Trl Modular Buildings: ± 1570 LF to Golden Eagle Lane ± 890 LF to Mighty Tiger Trl High School Complex (parent tract, not impacted): ± 1500 LF to Golden Eagle Lane ± 586 LF to Mighty Tiger Trl</p>	<p>Field House (not impacted): ± 840 LF to Golden Eagle Lane ± 255 LF to Mighty Tiger Trl ± 710 LF to Roger Hanks Pkwy Maintenance building (not impacted): ± 995 LF to Golden Eagle Lane ± 800 LF to Mighty Tiger Trl ± 90 LF to Roger Hanks Pkwy Agricultural building (not impacted): ± 1195 LF to Golden Eagle Lane ± 765 LF to Mighty Tiger Trl ± 140 LF to Roger Hanks Pkwy Modular Buildings (not impacted): N/A (within proposed Roger Hanks Parkway ROW) High School Complex (parent tract, not impacted): ± 1500 LF to Golden Eagle Lane ± 586 LF to Mighty Tiger Trl ± 1500 LF to Roger Hanks Pkwy</p>
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According to the provided plans from the client, access denial will not be implemented along the new right of way. Based on the established case law of the State of Texas, a material impairment of access has not been found.

The main improvement on the SEU is the Dripping Springs High School athletic complex with football field, field house, tennis center, track, baseball field, softball field, agricultural center, maintenance building and attendant site improvements located ±90 LF to ±710 LF from the proposed ROW. The main improvement on the parent tract is the Dripping Springs High School Complex, located ±1,500 LF from the proposed ROW. The main improvements are not impacted and have not been included herein.

The proposed easement acquisition Part 1 is located along the west line of the SEU and clips the northwest corner of the parking lot associated with the football field. Additionally, ±1,500 SF of concrete paving utilized for drainage, a landscaping tree and ±120 LF of chain link fencing are located within the proposed easement acquisition Part 1. Compensation will be included to cure items requiring reconstruction on the remainder. The chain link fencing and landscaping tree will be considered in the Special Compensation/Cost to Cure.

The proposed acquisition, along with the previously dedicated ROW, will be utilized for expansion and construction of Roger Hanks Parkway and will bisect the subject resulting in two unencumbered remainders. The north unencumbered remainder will be ±16.500 acres (±718,740 SF) and the south unencumbered remainder will be ±39.673 acres (±1,728,144 SF). Both subject remainders will be of adequate size and shape for development to their highest and best use after the acquisition. This size and shape is considered to be within acceptable comparisons to the development in the area. Based on the addition of significant Roger Hanks Parkway frontage to both remainders and hard corner access on the south remainder, both remainders are considered enhanced.

A cost to cure is included to cure any site improvements impacted by the acquisition. Per client provided schematic, proposed ROW acquisition Part 1 clips the northwest corner of the

PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER

parking lot associated with the football field, impacting four parking spaces. According to client provided documents, the City of Dripping Springs will demo and redo any disturbance in the area of the impacted parking spaces. Additionally, per client, a potential cure for the four impacted parking spaces will be handled in a separate analysis outside of this appraisal. As such, a cost to cure for the impacted parking lot area has not been included. Potential relocation of four modular buildings located near the east boundary of the SEU, near and within the proposed acquisition, will also be handled outside the scope of this appraisal.

Highest & Best Use of the Remainder After the Acquisition

In arriving at an opinion of highest and best use, factors that affect the property are generally considered as to their effect on the highest and best use of the site, as vacant.

The physical characteristics of the Remainder After impose no significant limitations on its development potential than as before. Considering all of the factors which influence highest and best use, it is our opinion that the highest & best use of the subject site, as vacant, is mixed use.

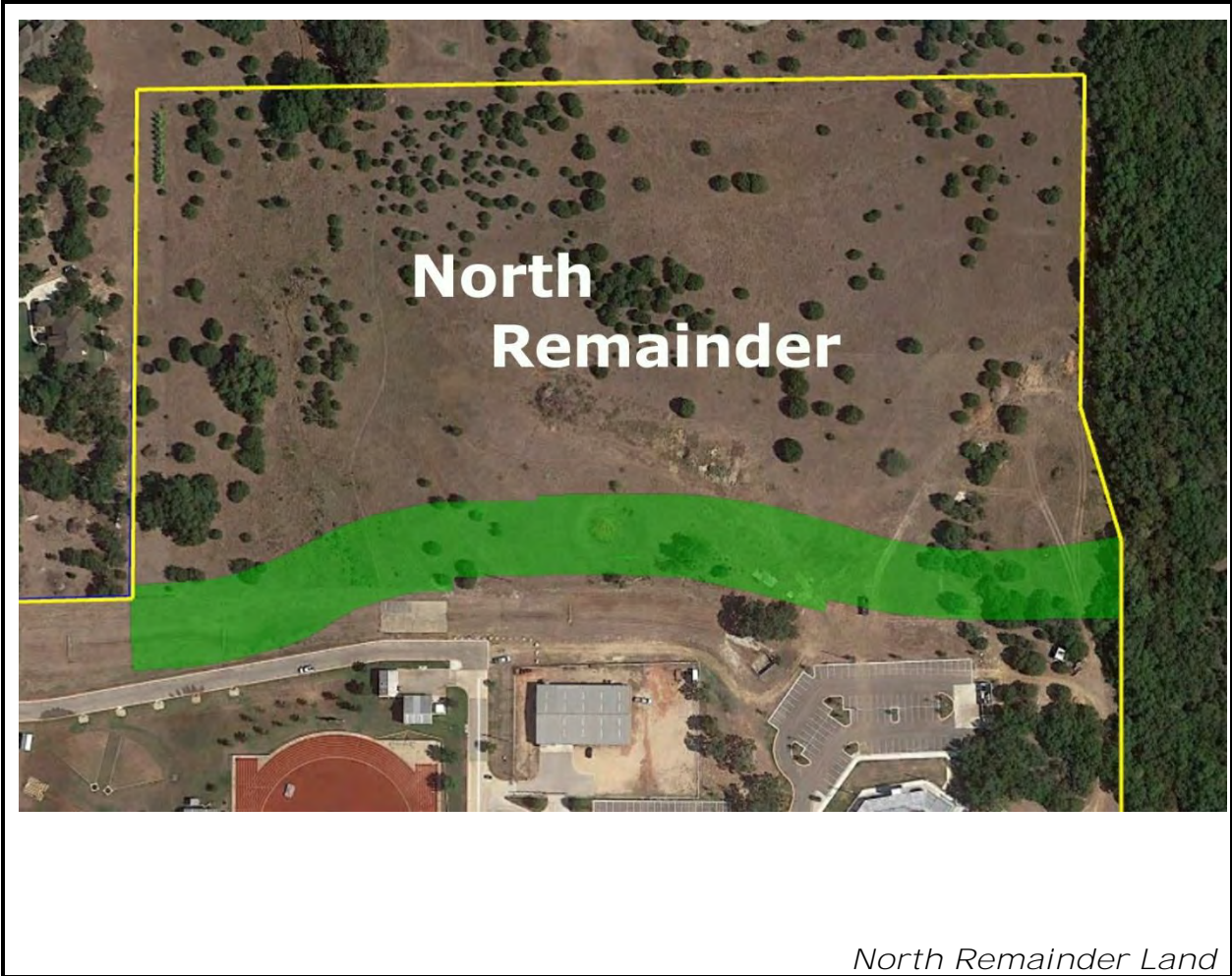
Highest and Best Use Conclusion of Remainder After, As Improved

As previously noted, the subject is effectively vacant land with minimal site improvements. The remainder is improved with the Dripping Springs High School athletic complex and associated buildings on the SEU. The main improvements are not impacted and have not been valued herein. As such, the highest and best use, as improved is continued use as educational campus/facility.

Valuation of the Remainder After the Acquisition

The same sales utilized to value the Whole Property have been utilized to value the Remainder After. Please refer to the Sales Comparison Approach for the whole property for additional information regarding each comparable and the adjustments applied. Similar adjustments were utilized. The following charts illustrate the estimated value of the remainder after.

PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER



Blue: Subject property boundary (estimated by appraiser)
Yellow: Separate economic unit (estimated by appraiser)
Green: Permanent ROW easement acquisition (estimated by appraiser)

PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER

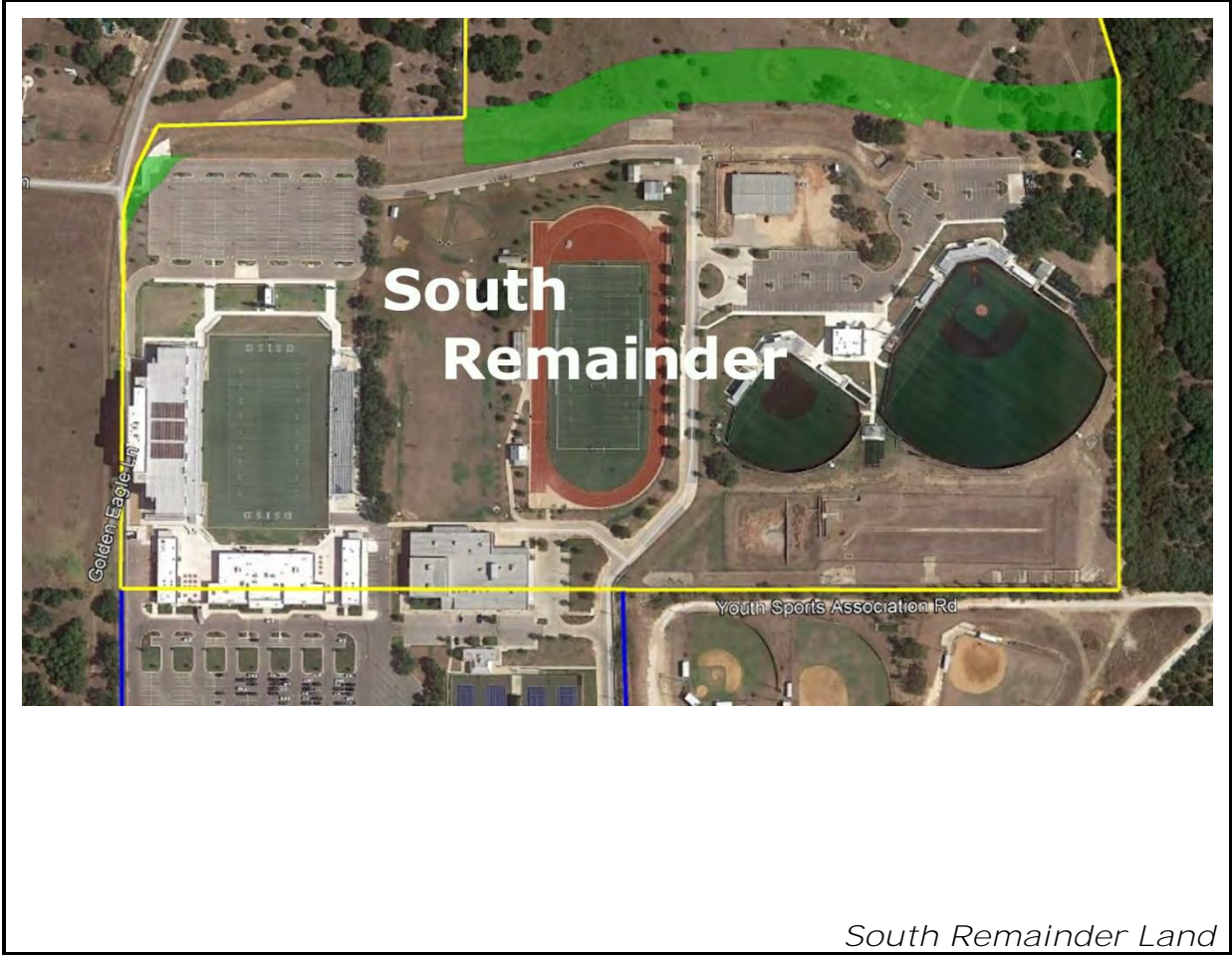
VALUATION GRID - North Remainder

Representative Comparable Sales

Subject		Comp No 1	Comp No 2	Comp No 3	Comp No 4	Comp No 5
Grantor		Hays County Completion LLC	Huey	Cypress Fork Ranch, LP	Dripping Springs Outfitters LLC	Cannon Family Ranch Partnership, Ltd.
Grantee		Not disclosed	2W Austin Development, LLC	Eagle River, LLC	DD Magee Holdings LLC	Oryx Cannon 58, LLC
Date of Sale	7/2/2021 Effective date	Pending	5/20/2021	10/5/2020	5/27/2021	6/15/2020
Relative Location	NL of Hwy 290 and the EL of Golden Eagle Ln (940 US 290W), Dripping Springs, Hays County, TX	NWC of US Hwy 290 and Roger Hanks Pkwy and the EL of Roger Hanks Pkwy, S of US Hwy 290 (195 Roger Hanks Pkwy), Dripping Springs, Hays County, TX	NL of Fitzhugh Rd, E of Crumley Ranch Rd (0 Fitzhugh Rd), Hays County, TX	WL of Roger Hanks Pkwy/Creek Rd, S of Hwy 290 (1300 Creek Rd), Hays County, TX	WL of Old Fitzhugh Rd, S of Ranch Rd 12 (731 Old Fitzhugh Rd), Dripping Springs, TX	NEC of US Hwy 290 and Cannon Ranch Rd, Hays County, TX
Size (acres)	16.500	31.1900	42.1200	23.5000	4.3900	57.0000
Unit Price	\$/SF	\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Property Rights		0%	0%	0%	0%	0%
Adjusted \$SF		\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Financing		0%	0%	0%	0%	0%
Adjusted \$SF		\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Conditions of Sale		0%	0%	0%	0%	0%
Adjusted \$SF		\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Market Conditions/Time		0%	0%	0%	0%	0%
Adjusted \$SF		\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Location Adjustment		-10%	0%	+20%	-10%	0%
Physical Adjustment						
Size adjustment	718,740 SF	+10%	+15%	+5%	-10%	+20%
Flood/Topo adjustment		0%	0%	0%	0%	0%
Zoning adjustment		0%	0%	0%	0%	0%
Utilities Adjustment		-5%	0%	0%	-5%	0%
Corner Adjustment		-10%	0%	0%	0%	0%
Other Adjustment		0%	0%	+5%	+5%	0%
Net Location & Physical Characteristics Adjustment		-15%	+15%	+30%	-20%	+20%
	Indicated Unit Value	\$3.13	\$3.58	\$2.05	\$4.18	\$1.48
Estimated Unit Value						\$4.00
Remainder After Value						\$2,874,960

Please refer to the Sale Comparison Approach (Whole Property Land Value) section for discussion of adjustments. Similar adjustments have been utilized, except size and other adjustment of the remainder.

PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER



Blue: Subject property boundary (estimated by appraiser)
Yellow: Separate economic unit (estimated by appraiser)
Green: Permanent ROW acquisition (estimated by appraiser)

PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER

VALUATION GRID - South Remainder

Representative Comparable Sales

Subject		Comp No 1	Comp No 2	Comp No 3	Comp No 4	Comp No 5
Grantor		Hays County Completion LLC	Huey	Cypress Fork Ranch, LP	Dripping Springs Outfitters LLC	Cannon Family Ranch Partnership, Ltd.
Grantee		Not disclosed	2W Austin Development, LLC	Eagle River, LLC	DD Magee Holdings LLC	Oryx Cannon 58, LLC
Date of Sale	7/2/2021 Effective date	Pending	5/20/2021	10/5/2020	5/27/2021	6/15/2020
Relative Location	NL of Hwy 290 and the EL of Golden Eagle Ln (940 US 290W), Dripping Springs, Hays County, TX	NWC of US Hwy 290 and Roger Hanks Pkwy and the EL of Roger Hanks Pkwy, S of US Hwy 290 (195 Roger Hanks Pkwy), Dripping Springs, Hays County, TX	NL of Fitzhugh Rd, E of Crumley Ranch Rd (O Fitzhugh Rd), Hays County, TX	WL of Roger Hanks Pkwy/Creek Rd, S of Hwy 290 (1300 Creek Rd), Hays County, TX	WL of Old Fitzhugh Rd, S of Ranch Rd 12 (731 Old Fitzhugh Rd), Dripping Springs, TX	NEC of US Hwy 290 and Cannon Ranch Rd, Hays County, TX
Size (acres)	39.673	31.1900	42.1200	23.5000	4.3900	57.0000
Unit Price	\$/SF	\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Property Rights		0%	0%	0%	0%	0%
Adjusted \$SF		\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Financing		0%	0%	0%	0%	0%
Adjusted \$SF		\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Conditions of Sale		0%	0%	0%	0%	0%
Adjusted \$SF		\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Market Conditions/Time		0%	0%	0%	0%	0%
Adjusted \$SF		\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Location Adjustment		-10%	0%	+20%	-10%	0%
Physical Adjustment						
Size adjustment	1,728,144 SF	0%	0%	-5%	-20%	+5%
Flood/Topo adjustment		0%	0%	0%	0%	0%
Zoning adjustment		0%	0%	0%	0%	0%
Utilities Adjustment		-5%	0%	0%	-5%	0%
Corner Adjustment		0%	+10%	+10%	+10%	0%
Other Adjustment		0%	0%	+5%	+5%	0%
Net Location & Physical Characteristics Adjustment		-15%	+10%	+30%	-20%	+5%
	Indicated Unit Value	\$3.13	\$3.42	\$2.05	\$4.18	\$1.29
Estimated Unit Value						\$3.50
Remainder After Value						\$6,048,504

Please refer to the Sale Comparison Approach (Whole Property Land Value) section for discussion of adjustments. Similar adjustments have been utilized, except size, corner and other adjustment of the remainder.

PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER

Damages or Enhancements to the Remainder

The final step in the process is to measure if the property has been damaged or enhanced due to the proposed acquisition. The measure of these items is also mathematical, whereby the value estimate of the remainder after the acquisition is subtracted from the value of the remainder before the acquisition, with the net result being either damages or enhancements. In Texas, any damages are added to the recommended compensation estimate as an additional compensable amount. Enhancements can only be netted against damages and not against the part to be acquired. The following calculations indicate that the property has been enhanced by the proposed acquisition.

DAMAGES/ENHANCEMENTS	
Value of the Remainder Before the Acquisition	\$7,340,652
Value of the Remainder After the Acquisition	\$8,923,464
Net Damages/Enhancements	(\$1,582,812)

*TEMPORARY EASEMENTS AND
SPECIAL COMPENSATION/COST TO CURE*

TEMPORARY EASEMENTS AND SPECIAL COMPENSATION/COST TO CURE

Temporary Easements

Temporary easements are not included.

Special Compensation/Cost to Cure

A cost to cure is included to cure any site improvements impacted by the acquisition. Per client provided schematic, proposed ROW acquisition Part 1 clips the northwest corner of the parking lot associated with the football field, impacting four parking spaces. According to client provided documents, the City of Dripping Springs will demo and redo any disturbance in the area of the impacted parking spaces. Additionally, per client, a potential cure for the four impacted parking spaces will be handled in a separate analysis outside of this appraisal. As such, a cost to cure for the impacted parking lot area has not been included. Potential relocation of four modular buildings located near the east boundary of the SEU, near and within the proposed acquisition, will also be handled outside the scope of this appraisal.

Type of Improvement	MSV Section/Page	Base Range	Current Cost Multiplier	Local Cost	Soft Costs	Entrepreneurial Incentive	Adjusted range	Estimate
Chain link fence (LF)	Section 66	\$17.48	1.08	0.84	1.10	1.15	\$20.06	\$23.00/LF
	Page 4	\$23.03					\$26.43	
Landscaping trees, small (ea.)	Section 66	\$203.00	1.08	0.84	1.10	1.15	\$232.96	\$350/ea.
	Page 8	\$392.00					\$449.86	

Cost To Cure						
Improvement	Size	\$ per unit	Cost New	Included in Part to be Acquired	Damages	Difference
Chain link fence (LF)	120	\$23.00	\$2,760	\$0	\$0	\$2,760
Landscaping tree (ea.)	1	\$350.00	\$350	\$0	\$0	\$350
Difference (Cost to Cure)						\$3,110

RECONCILIATIONS & QUALIFICATIONS

RECONCILIATION & QUALIFICATIONS

In the valuation analysis of the subject property, the Cost, Sales Comparison and Income Capitalization Approaches to value were considered. Please refer to the Scope of Work and the Appraisal Process for discussions regarding the valuation approaches.

In addition, an estimate of the recommended compensation for a permanent ROW easement has been provided.

The following Table summarizes the values estimated in this appraisal as well as the total recommended compensation estimate:

RECOMMENDED COMPENSATION SUMMARY		
Existing Permanent ROW Easement (Karhan Park) (± 0.936 acres ($\pm 40,772$ SF))	\$0	
Existing Permanent ROW Easement (Draper) (± 1.767 acres ($\pm 76,985$ SF))	\$0	
Unencumbered Land (± 57.497 acres ($\pm 2,504,555$ SF))	\$7,523,662	
Total Whole Property Value – Separate Economic Unit (Land only and impacted site improvements - if any)	\$7,523,662	
New Permanent ROW Easement Acquisition – Part 1 (± 0.152 acres ($\pm 6,617$ SF))		\$29,848
New Permanent ROW Easement Acquisition – Part 2 (± 2.939 acres ($\pm 128,039$ SF))		\$153,162
Existing Permanent ROW Easement Acquisition (Draper) – Part 2 (± 1.767 acres ($\pm 76,985$ SF))*		\$0
Total Permanent ROW Easement Acquisition		\$183,010
Remainder Before the Acquisition	\$7,340,652	
Remainder After the Acquisition	\$8,923,464	
Damages/(Enhancements)		(\$1,582,812)
Special Compensation/Cost to Cure		\$3,110
Total Recommended Compensation		\$186,120

*This portion of permanent ROW acquisition Part 2 was previously conveyed through Interlocal Agreement (dated November 2009), please refer to Scope of Work section.

Please note: These value conclusions are specifically limited by the *Assumptions and Limiting Conditions*, with emphasis on the *Extraordinary Assumptions*.

ASSUMPTIONS & LIMITING CONDITIONS

This appraisal report is subject to underlying assumptions and limiting conditions qualifying the information contained in the report as follows:

The valuation estimate applies only to the property specifically identified and described in the ensuing report.

Information and data contained in the report, although obtained from public record and other reliable sources and, where possible, carefully checked, is accepted as satisfactory evidence upon which rests the final expression of property value.

No legal survey has been commissioned by the appraisers; therefore, reference to a sketch, plat, diagram, or survey appearing in the report is only for the purpose of assisting the reader to visualize the property.

It is assumed that all information known to the client and relative to the valuation has been accurately furnished and that there are no undisclosed leases, agreements, liens, or other encumbrances affecting the use of the property.

Ownership and management are assumed to be competent and in responsible hands.

No responsibility beyond reason is assumed for matters of a legal nature, whether existing or pending.

Information identified as being furnished or prepared by others is believed to be reliable, but no responsibility for its accuracy is assumed.

Any appraiser, by reason of this appraisal, shall not be required to give testimony as an Expert Witness in any legal hearing or before any court of law unless justly and fairly compensated for such services.

By reason of the purpose of this appraisal and function of the report herein set forth, the value reported is only applicable to the property rights appraised and the appraisal report should not be used for any other purpose.

Information regarding toxic wastes or hazardous materials which might affect the subject property, has not been proved; thus, the existence of toxic waste which may or may not be present in the property, has not been considered. Soil or drainage tests have not been performed, nor have soil or drainage test results been provided. Therefore, it is assumed that there are no subsoil or drainage conditions which would adversely affect the subject or their final valuation. This report assumes no soil contamination exists within or on the subject site. The valuation is subject to modification if any such potentially hazardous materials were detected by a qualified expert in these areas. The appraisers reserve the right to modify this valuation if so warranted.

One (or more) of the signatories of this appraisal report is a member (or candidate) of the Appraisal Institute. The Bylaws and Regulations of the Institute require each member and candidate to control the use and distribution of each appraisal report signed by such member or candidate. Neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media or other media for public communication without the prior written consent of the signatories of this appraisal report.

ASSUMPTIONS & LIMITING CONDITIONS

No endangered species and endangered species natural habitats were evident upon site inspection. This report assumes that the subject is not encumbered by any environmental factors which would affect value. Typically, real estate appraisers are not qualified nor are they experts in detecting hazardous materials, radiological materials, archeological resources, etc., therefore, an expert in these fields should be consulted for opinions on these matters.

This appraisal report is based on the condition of local and national economies, purchasing power of money, and finance rates prevailing at the effective date of value.

EXTRAORDINARY ASSUMPTIONS

There are no extraordinary assumptions.

QUALIFICATIONS OF LORY R. JOHNSON, MAI, SR/WA

ASSOCIATIONS/STATE CERTIFICATIONS

Texas Certified General Real Estate Appraiser #TX-1321640-G
 MAI Designation- Appraisal Institute, #81057
 Appraisal Institute – Austin - President 2002, Director/Officer 1999-2006
 Appraisal Institute – Austin - Chair of the Education Committee
 Appraisal Institute - Reg VIII Rep/Nom Committee, Reg Ethics & Counseling Panel
 Appraisal Institute - General Demonstration Reports Subcommittee
 Appraisal Institute – Candidate Advisor for Designation 2019-2021
 International Right of Way Association (IRWA) SR/WA Member
 IRWA – Austin – President 2010, Director/Officer 2006-2011
 IRWA – Austin – Newsletter Chair/Valuation Chair
 IRWA – Austin – Professional of the Year 2006
 IRWA – Austin – Atrium Real Estate Services – Employer of the Year 2010
 Austin Board of Realtors Designated Member
 Texas Real Estate Broker's License #354928
 Texas Department of Transportation Pre-Certified Appraiser
 Texas Department of Transportation PREAS Appraiser

EDUCATION

Texas A&M University, 1986 - Bachelor of Science Degree
 Agricultural Economics with an emphasis in Finance and Real Estate

Appraisal Institute professional courses as well as a variety of real estate appraisal related and project management continuing education courses and seminars. Graduate courses in Masters of Business Administration, St. Edwards University.

PROFESSIONAL BACKGROUND

October 1991 to present: President/CEO of Atrium Real Estate Services, a full service commercial and residential real estate appraisal and consulting company.

Nov 1986 to August 1991: Appraiser w/commercial appraisal firms in Austin area.

Atrium Real Estate Services (a woman owned company) was founded in 1991 by Lory R. Johnson, MAI, SR/WA. Our 30th year is 2021! Atrium features a team of 15 appraisers/trainees and administrative staff to deliver complex transportation and utility infrastructure appraisals and reviews on multi-parcel projects.

Appraisal background includes consulting, analysis/valuation and expert testimony of various properties for eminent domain purposes including single and multi-parcel right of way transportation expansion and multi-parcel easement acquisition projects (conservation, temporary construction, ingress/egress, utility, subsurface, drainage, inundation, etc.). Background also includes valuing special purpose and properties associated with federal flood buy-out programs on multi-parcel projects.

Lory R. Johnson, MAI, SR/WA testifies in condemnation proceedings and is qualified as a real estate expert in the State of Texas.

In 2020, Atrium diversified into a complete right of way acquisition company including project management of large scale transportation projects

ADDENDA

METES AND BOUNDS DESCRIPTION OF:
RIGHT-OF-WAY DEDICATION - 0.152 ACRES

BEING A 0.152 ACRE (6,617 SQ. FT.) RIGHT-OF-WAY DEDICATION SITUATED IN THE PHILIP SMITH SURVEY, ABSTRACT 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS; AND BEING A PORTION OF A CALLED 14.67 ACRE TRACT OF LAND DESCRIBED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 2009-90029783 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT A 1/2" IRON ROD FOUND AT AN ANGLE CORNER IN THE EASTERLY RIGHT-OF-WAY LINE OF GOLDEN EAGLE LANE (VARIABLE RIGHT-OF-WAY WIDTH), IN THE SOUTH BOUNDARY LINE OF LOT 27, BLOCK B OF THE HIDDEN SPRINGS RANCH SECTION II SUBDIVISION AS SHOWN ON PLAT RECORDED IN VOLUME 14, PAGE 69 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS; AND AT THE NORTHWEST CORNER OF SAID 14.67 ACRE TRACT;

THENCE, SOUTH 27°06'35" WEST, A DISTANCE OF 68.82 FEET TO THE **POINT OF BEGINNING**, FOR THE NORTHWEST CORNER OF THIS DEDICATION;

THENCE, DEPARTING THE EASTERLY RIGHT-OF-WAY LINE OF SAID GOLDEN EAGLE LANE AND OVER SAID 14.67 ACRE TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. NORTH 87°47'41" WEST, A DISTANCE OF 117.146 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS DEDICATION;
2. ALONG A CURVE TO THE LEFT, HAVING AN INTERIOR ANGLE OF 57°39'46", A RADIUS OF 80.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 58°57'46" EAST 77.16 FEET, A TOTAL ARC LENGTH OF 80.51 FEET TO A POINT OF REVERSE CURVATURE, FOR AN ANGLE CORNER OF THIS DEDICATION;
3. ALONG A CURVE TO THE RIGHT, HAVING AN INTERIOR ANGLE OF 21°30'45", A RADIUS OF 63.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 40°53'23" EAST, 23.52 FEET, A TOTAL ARC LENGTH OF 23.66 FEET TO A POINT OF REVERSE CURVATURE, FOR AN ANGLE CORNER OF THIS DEDICATION;
4. ALONG A CURVE TO THE LEFT, HAVING AN INTERIOR ANGLE OF 39°39'59" A RADIUS OF 194.00 FEET A CHORD BEARING AND DISTANCE OF NORTH 31°48'49" EAST, 131.64 FEET, A TOTAL ARC LENGTH OF 134.31 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THIS DEDICATION;
5. NORTH 01°25'57" WEST, A DISTANCE OF 64.72 FEET TO A POINT OF CURVATURE IN THE EASTERLY RIGHT-OF-WAY LINE OF SAID GOLDEN EAGLE LANE AND THE WEST BOUNDARY LINE OF SAID 14.67 ACRE TRACT, FOR AN ANGLE CORNER OF THIS DEDICATION; WHENCE A 1/2" IRON ROD FOUND MARKING THE SOUTHEAST END OF A CUTBACK CURVE THE THE RIGHT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SHANE LANE (CALLED 60' WIDTH RIGHT-OF-WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID GOLDEN EAGLE LANE AND AT THE NORTHEAST CORNER OF LOT 1, BLOCK D OF THE HIDDEN SPRINGS RANCH SECTION II SUBDIVISION AS SHOWN ON PLAT RECORDED IN VOLUME 14, PAGE 69 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS; BEARS SOUTH 49°01'41" WEST, A DISTANCE OF 32.46 FEET;

THENCE, ALONG A CURVE TO THE RIGHT FOLLOWING THE COMMON BOUNDARY LINE OF SAID 14.67 ACRE TRACT AND SAID GOLDEN EAGLE LANE, HAVING AN INTERIOR ANGLE OF 09°26'41", A CHORD BEARING AND DISTANCE OF NORTH 19°19'47" EAST, 106.19 FEET, A TOTAL ARC LENGTH OF 106.31 TO THE **POINT OF BEGINNING** CONTAINING 0.152 ACRES, MORE OR LESS, IN HAYS COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES, INC. IN AUSTIN, TEXAS.

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS METES & BOUNDS DESCRIPTION.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THE FOREGOING DESCRIPTION ACCURATELY SETS OUT THE METES AND BOUNDS OF THIS DEDICATION.



ZACHARY KEITH PETRUS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6769
10814 JOLLYVILLE ROAD
CAMPUS IV, SUITE 200
AUSTIN, TEXAS 78759
PH. (512) 572-6674
ZACH.PETRUS@KIMLEY-HORN.COM

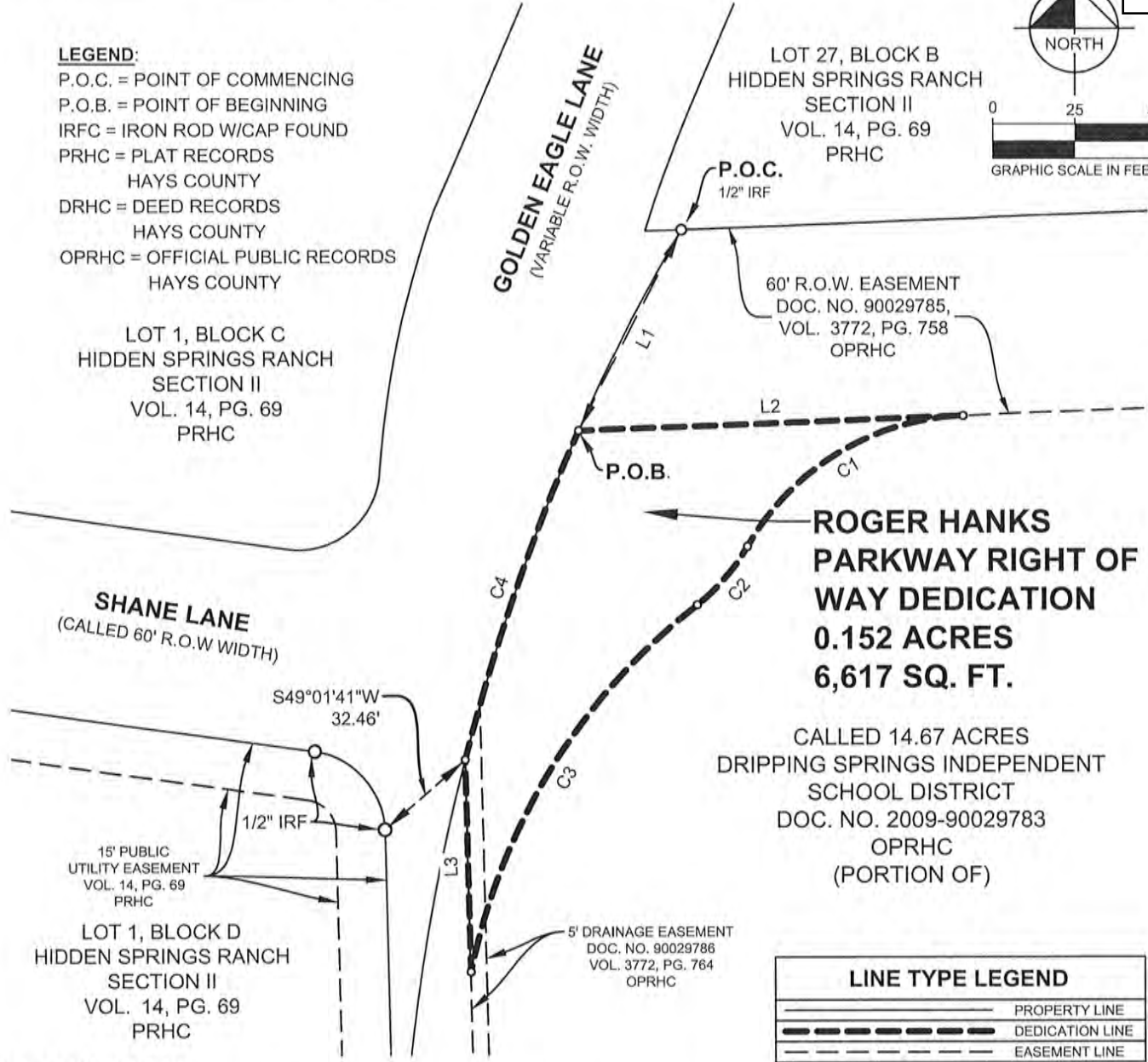
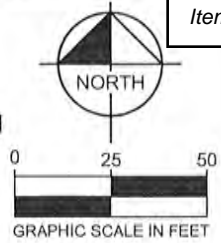


EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
0.152 ACRES
PHILIP SMITH SURVEY, ABSTRACT 415,
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»Horn					
10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759			FIRM # 10194624 Tel. No. (512) 418-1771 www.kimley-horn.com		
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	PTF	ZKP	4/26/2021	067783118	1 OF 2

LEGEND:

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRFC = IRON ROD W/ CAP FOUND
- PRHC = PLAT RECORDS
HAYS COUNTY
- DRHC = DEED RECORDS
HAYS COUNTY
- OPRHC = OFFICIAL PUBLIC RECORDS
HAYS COUNTY



LINE TYPE LEGEND	
	PROPERTY LINE
	DEDICATION LINE
	EASEMENT LINE

LOT 27, BLOCK B
HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PG. 69
PRHC

P.O.C.
1/2" IRF

60' R.O.W. EASEMENT
DOC. NO. 90029785,
VOL. 3772, PG. 758
OPRHC

P.O.B.

**ROGER HANKS
PARKWAY RIGHT OF
WAY DEDICATION
0.152 ACRES
6,617 SQ. FT.**

CALLLED 14.67 ACRES
DRIPPING SPRINGS INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 2009-90029783
OPRHC
(PORTION OF)

LOT 1, BLOCK C
HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PG. 69
PRHC

SHANE LANE
(CALLED 60' R.O.W WIDTH)

LOT 1, BLOCK D
HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PG. 69
PRHC

S49°01'41"W
32.46'

15' PUBLIC
UTILITY EASEMENT
VOL. 14, PG. 69
PRHC

5' DRAINAGE EASEMENT
DOC. NO. 90029786
VOL. 3772, PG. 764
OPRHC

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THIS R.O.W. DEDICATION BOUNDARY EXHIBIT OF SURVEY ACCURATELY REFLECTS THE METES AND BOUNDS OF THIS DEDICATION.

ZACHARY KEITH PETRUS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6769
10814 JOLLYVILLE ROAD
CAMPUS IV, SUITE 200
AUSTIN, TEXAS 78759
PH. (512) 572-6674
ZACH.PETRUS@KIMLEY-HORN.COM



EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
0.152 ACRES

PHILIP SMITH SURVEY, ABSTRACT 415,
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»Horn

10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759 FIRM # 10194624 Tel. No. (512) 418-1771 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	PTF	ZKP	4/26/2021	067783118	2 OF 3

LINE TABLE		
NO.	BEARING	LENGTH
L1	S27°06'35"W	68.82'
L2	S87°47'41"W	117.46'
L3	S01°25'57"E	64.72'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	57°39'46"	80.00'	80.51'	N58°57'46"E	77.16'
C2	21°30'56"	63.00'	23.66'	N40°53'23"E	23.52'
C3	39°39'59"	194.00'	134.31'	N31°48'49"E	131.64'
C4	9°26'41"	644.92'	106.31'	S19°19'47"W	106.19'

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION AND A RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT OF EVEN SURVEY DATE WAS CREATED IN CONJUNCTION WITH THIS LINE AND CURVE TABLE.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THIS LINE & CURVE TABLE OF SURVEY ACCURATELY REFLECTS THE METES AND BOUNDS OF THIS DEDICATION.



ZACHARY KEITH PETRUS
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6769
 10814 JOLLYVILLE ROAD
 CAMPUS IV, SUITE 200
 AUSTIN, TEXAS 78759
 PH. (512) 572-6674
 ZACH.PETRUS@KIMLEY-HORN.COM



EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
0.152 ACRES

PHILIP SMITH SURVEY, ABSTRACT 415,
 CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»Horn

10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759 FIRM # 10194624 Tel. No. (512) 418-1771 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	PTF	ZKP	4/26/2021	067783118	3 OF 3

METES AND BOUNDS DESCRIPTION OF:
RIGHT-OF-WAY DEDICATION - 2.939 ACRES

BEING A 2.939 ACRE (128,039 SQ. FT.) RIGHT-OF-WAY DEDICATION SITUATED IN THE PHILIP SMITH SURVEY, ABSTRACT 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 45.53 ACRE TRACT OF LAND DESCRIBED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 6018836 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A POINT IN THE WEST BOUNDARY LINE OF A TRACT 2, CALLED 50.206 ACRES, DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, L.P., AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 2014-14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND IN THE EAST BOUNDARY LINE OF SAID 45.53 ACRE TRACT; FOR THE NORTHEAST CORNER OF THIS DEDICATION; WHENCE A 1/2" IRON ROD FOUND FOR REFERENCE BEARS NORTH 09°31'11" WEST, A DISTANCE OF 122.84 FEET;

THENCE, SOUTH 09°31'11" EAST, ALONG THE COMMON BOUNDARY LINE OF SAID 45.53 ACRE TRACT AND SAID TRACT 2, A DISTANCE OF 32.03 FEET TO 1/2" IRON ROD FOUND AT AN ANGLE CORNER OF SAID TRACT 2, FOR AN ANGLE CORNER OF SAID 45.53 ACRE TRACT AND AN ANGLE CORNER OF THIS DEDICATION;

THENCE, SOUTH 01°10'11" EAST CONTINUING ALONG THE COMMON BOUNDARY LINE OF SAID 45.53 ACRE TRACT AND SAID TRACT 2, A DISTANCE OF 63.40 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS DEDICATION;

THENCE, ACROSS SAID 45.53 ACRE TRACT THE FOLLOWING TEN (10) COURSES AND DISTANCES:

1. SOUTH 89°48'55" WEST, A DISTANCE OF 175.81 FEET TO A POINT OF CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
2. ALONG A CURVE TO THE RIGHT, WITH AN INTERIOR ANGLE OF 13°30'21", A RADIUS OF 839.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 83°25'54" WEST, 197.31 FEET, A TOTAL ARC LENGTH OF 197.77 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
3. SOUTH 13°19'16" WEST, A DISTANCE OF 14.00 FEET TO A POINT OF CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
4. ALONG A CURVE TO THE RIGHT, HAVING AN INTERIOR ANGLE OF 3°48'52", A RADIUS OF 853.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 74°46'18" WEST 56.78 FEET, A TOTAL ARC LENGTH OF 56.79 FEET TO A POINT OF REVERSE CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
5. ALONG A CURVE TO THE LEFT, HAVING AN INTERIOR ANGLE OF 17°37'07", A RADIUS OF 747.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 81°40'25" WEST, 228.80 FEET, A TOTAL ARC LENGTH OF 229.70 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
6. SOUTH 89°31'02" WEST, A DISTANCE OF 183.61 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
7. SOUTH 00°28'58" EAST, A DISTANCE OF 16.50 FEET TO A POINT OF CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
8. ALONG A CURVE TO THE LEFT, HAVING AN INTERIOR ANGLE OF 29°51'59", A RADIUS OF 305.50 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 74°35'02" WEST, 157.45 FEET, A TOTAL ARC LENGTH OF 159.25 FEET TO A POINT OF REVERSE CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
9. ALONG A CURVE TO THE RIGHT, HAVING AN INTERIOR ANGLE OF 28°10'18", A RADIUS OF 444.50 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 73°44'11" WEST 216.36 FEET, A TOTAL ARC LENGTH OF 218.56 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
10. SOUTH 87°49'20" WEST, A DISTANCE OF 51.32 FEET TO A POINT IN THE EAST BOUNDARY LINE OF A CALLED 14.67 ACRE TRACT DESCRIBED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 09921952 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND IN THE WEST BOUNDARY LINE OF SAID 45.53 ACRE TRACT; FOR THE SOUTHWEST CORNER OF THIS DEDICATION;

(M&B DESCRIPTION CONTINUES ON SHEET 2)

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS METES & BOUNDS DESCRIPTION.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THE FOREGOING DESCRIPTION ACCURATELY SETS OUT THE METES AND BOUNDS OF THIS DEDICATION.

ZACHARY KEITH PETRUS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6769
10814 JOLLYVILLE ROAD
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AUSTIN, TEXAS 78759
PH. (512) 572-6674
ZACH.PETRUS@KIMLEY-HORN.COM



EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
2.939 ACRES

PHILIP SMITH SURVEY, ABSTRACT 415,
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»»Horn

10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759 FIRM # 10194624 Tel. No. (512) 418-1771 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	PTF	ZKP	4/26/2021	067783118	1 OF 5

METES AND BOUNDS DESCRIPTION OF:
RIGHT-OF-WAY DEDICATION - 2.939 ACRES (CONTINUED)

THENCE, NORTH 01°15'27" WEST, ALONG THE COMMON BOUNDARY LINE OF SAID 14.67 ACRE TRACT AND SAID 45.53 ACRE TRACT, AT 90.81 FEET PASSING A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 14.67 ACRE TRACT AND THE SOUTHEAST CORNER OF LOT 24, BLOCK B OF THE HIDDEN SPRINGS RANCH SECTION II SUBDIVISION, AS SHOWN ON PLAT RECORDED IN VOLUME 14, PAGE 69 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS; THEN CONTINUING ALONG THE COMMON BOUNDARY LINE OF SAID 45.53 ACRE TRACT AND SAID LOT 24, IN ALL A DISTANCE OF 111.51 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS DEDICATION;

THENCE, ACROSS SAID 45.53 ACRE TRACT THE FOLLOWING NINE (9) COURSES AND DISTANCES:

1. NORTH 87°49'20" EAST, A DISTANCE OF 49.53 FEET TO A POINT OF CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
2. ALONG A CURVE TO THE LEFT, WITH A INTERIOR ANGLE OF 28°10'18", A RADIUS OF 333.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 744°11" EAST, 162.09 FEET, A TOTAL ARC LENGTH OF 163.73 FEET TO A POINT OF REVERSE CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
3. ALONG A CURVE TO THE RIGHT, HAVING AN INTERIOR ANGLE OF 29°51'59", A RADIUS OF 417.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 74°35'02" EAST, 214.92 FEET, A TOTAL ARC LENGTH OF 217.37 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
4. NORTH 89°31'02" EAST, A DISTANCE OF 183.61 FEET TO A POINT OF CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
5. ALONG A CURVE TO THE RIGHT, HAVING AN INTERIOR ANGLE OF 17°37'07", A RADIUS OF 842.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 81°40'25" EAST, 257.90 FEET, A TOTAL ARC LENGTH OF 258.92 FEET TO A POINT OF REVERSE CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
6. ALONG A CURVE TO THE LEFT, HAVING AN INTERIOR ANGLE OF 03°20'52", A RADIUS OF 758.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 74°32'18" EAST, 44.28 FEET, A TOTAL ARC LENGTH OF 44.29 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
7. NORTH 13°47'16" EAST, A DISTANCE OF 14.00 FEET TO A POINT OF CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
8. ALONG A CURVE TO THE LEFT, HAVING AN INTERIOR ANGLE OF 13°58'21", A RADIUS OF 744.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 83°11'54" EAST, 180.99 FEET, A TOTAL ARC LENGTH OF 181.44 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
9. NORTH 89°48'55" EAST, A DISTANCE OF 169.52 FEET TO THE **POINT OF BEGINNING** CONTAINING 2.939 ACRES, MORE OR LESS, IN HAYS COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES, INC. IN AUSTIN, TEXAS.

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS METES & BOUNDS DESCRIPTION.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THE FOREGOING DESCRIPTION ACCURATELY SETS OUT THE METES AND BOUNDS OF THIS DEDICATION.

ZACHARY KEITH PETRUS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6769
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EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
2.939 ACRES

PHILIP SMITH SURVEY, ABSTRACT 415,
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

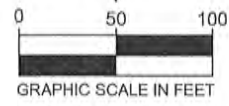
Kimley»Horn

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	PTF	ZKP	4/26/2021	067783118	2 OF 5

LEGEND:

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRFC = IRON ROD W/CAP FOUND
- PRHC = PLAT RECORDS
HAYS COUNTY
- DRHC = DEED RECORDS
HAYS COUNTY
- OPRHC = OFFICIAL PUBLIC RECORDS
HAYS COUNTY

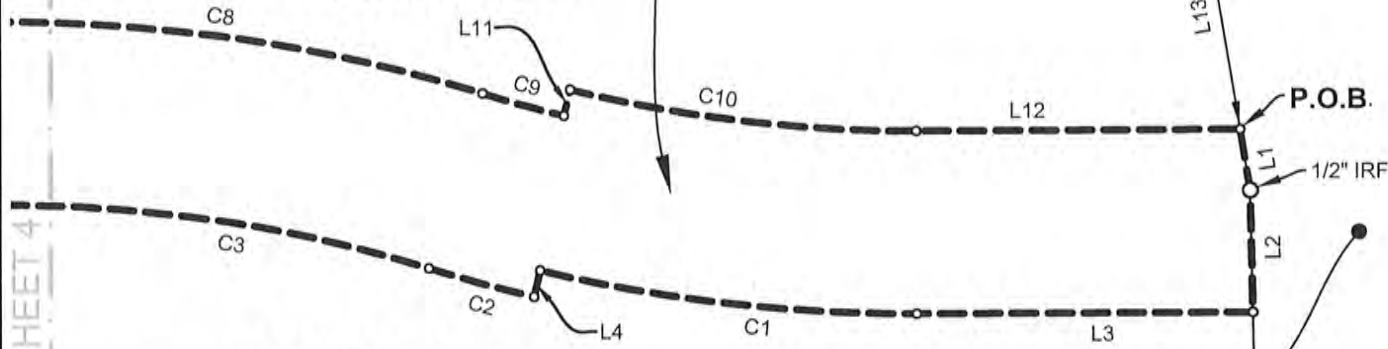


**ROGER HANKS PARKWAY
RIGHT-OF-WAY
DEDICATION
2.939 ACRES
128,039 SQ. FT.**

CALLED 45.53 ACRES
DRIPPING SPRINGS INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 6018836
OPRHC
(PORTION OF)

CALLER 45.53 ACRES
DRIPPING SPRINGS INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 6018836
OPRHC
(PORTION OF)

TRACT 2
CALLED 50.206 ACRES
SLF IV - DRIPPING SPRINGS JV, L.P.
DOC. NO. 2014-14037229
OPRHC



MATCH SHEET 4

LINE TYPE LEGEND	
	PROPERTY LINE
	DEDICATION LINE
	EASEMENT LINE
	MATCH SHEET LINE

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THIS R.O.W. DEDICATION BOUNDARY EXHIBIT OF SURVEY ACCURATELY REFLECTS THE METES AND BOUNDS OF THIS DEDICATION.



 ZACHARY KEITH PETRUS
 REGISTERED PROFESSIONAL
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 ZACH.PETRUS@KIMLEY-HORN.COM



EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
2.939 ACRES

PHILIP SMITH SURVEY, ABSTRACT 415,
 CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

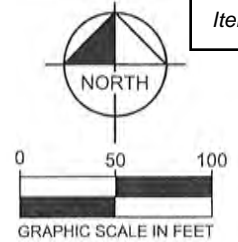
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	PTF	ZKP	4/26/2021	067783118	3 OF 5

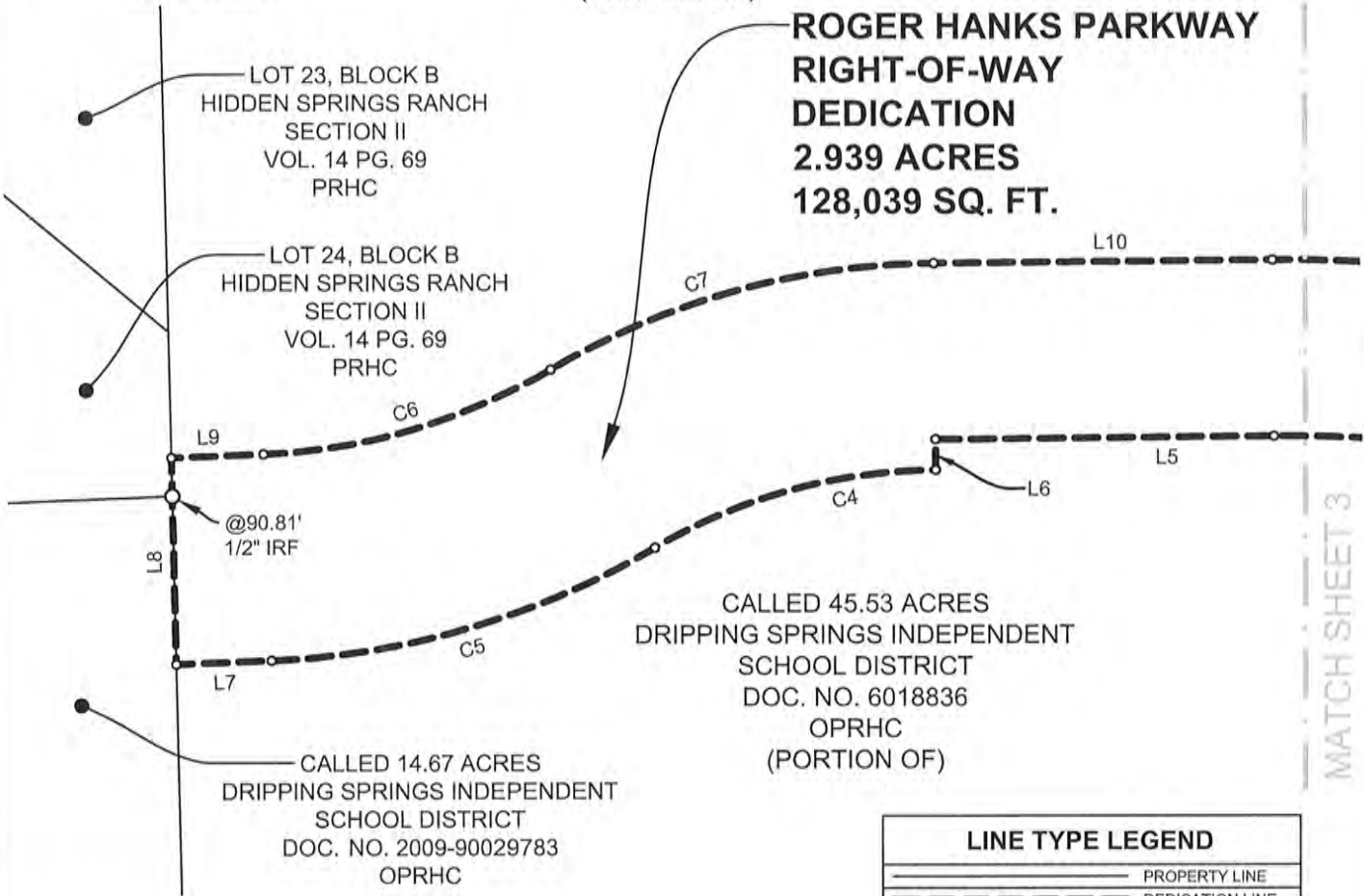
LEGEND:

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRFC = IRON ROD W/ CAP FOUND
- PRHC = PLAT RECORDS
HAYS COUNTY
- DRHC = DEED RECORDS
HAYS COUNTY
- OPRHC = OFFICIAL PUBLIC RECORDS
HAYS COUNTY



CALLED 45.53 ACRES
DRIPPING SPRINGS INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 6018836
OPRHC
(PORTION OF)

**ROGER HANKS PARKWAY
RIGHT-OF-WAY
DEDICATION
2.939 ACRES
128,039 SQ. FT.**



CALLED 45.53 ACRES
DRIPPING SPRINGS INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 6018836
OPRHC
(PORTION OF)

CALLED 14.67 ACRES
DRIPPING SPRINGS INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 2009-90029783
OPRHC

LINE TYPE LEGEND	
	PROPERTY LINE
	DEDICATION LINE
	EASEMENT LINE
	MATCH SHEET LINE

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THIS R.O.W. DEDICATION BOUNDARY EXHIBIT OF SURVEY ACCURATELY REFLECTS THE METES AND BOUNDS OF THIS DEDICATION.

ZACHARY KEITH PETRUS
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**EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
2.939 ACRES**

PHILIP SMITH SURVEY, ABSTRACT 415,
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»Horn
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	PTF	ZKP	4/26/2021	067783118	4 OF 5

LINE TABLE			CURVE TABLE					
NO.	BEARING	LENGTH	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
L1	S09°31'11"E	32.03'	C1	13°30'21"	839.00'	197.77'	N83°25'54"W	197.31'
L2	S01°10'11"E	63.40'	C2	3°48'52"	853.00'	56.79'	N74°46'18"W	56.78'
L3	S89°48'55"W	175.81'	C3	17°37'07"	747.00'	229.70'	N81°40'25"W	228.80'
L4	S13°19'16"W	14.00'	C4	29°51'59"	305.50'	159.25'	S74°35'02"W	157.45'
L5	S89°31'02"W	183.61'	C5	28°10'18"	444.50'	218.56'	S73°44'11"W	216.36'
L6	S00°28'58"E	16.50'	C6	28°10'18"	333.00'	163.73'	N73°44'11"E	162.09'
L7	S87°49'20"W	51.32'	C7	29°51'59"	417.00'	217.37'	N74°35'02"E	214.92'
L8	N01°15'27"W	111.51'	C8	17°37'07"	842.00'	258.92'	S81°40'25"E	257.90'
L9	N87°49'20"E	49.53'	C9	3°20'52"	758.00'	44.29'	S74°32'18"E	44.28'
L10	N89°31'02"E	183.61'	C10	13°58'21"	744.00'	181.44'	S83°11'54"E	180.99'
L11	N13°47'16"E	14.00'						
L12	N89°48'55"E	169.52'						
L13	N09°31'11"W	122.84'						

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION AND A RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT OF EVEN SURVEY DATE WAS CREATED IN CONJUNCTION WITH THIS LINE AND CURVE TABLE.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THIS LINE & CURVE TABLE OF SURVEY ACCURATELY REFLECTS THE METES AND BOUNDS OF THIS DEDICATION.



 ZACHARY KEITH PETRUS
 REGISTERED PROFESSIONAL
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EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
2.939 ACRES

PHILIP SMITH SURVEY, ABSTRACT 415,
 CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»Horn				
10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759		FIRM # 10194624	Tel. No. (512) 418-1771 www.kimley-horn.com	
Scale	Drawn by	Checked by	Date	Project No.
N/A	PTF	ZKP	4/26/2021	067783118
				Sheet No. 5 OF 5



June 17, 2021

Dripping Springs ISD
P.O. Box 479
Dripping Springs, TX 78620-0479

RE: Appraisal of a proposed acquisition on the property located at Golden Eagle Lane and Rogers Hanks Pkwy in Dripping Springs, Hays County

Dear Property Owner:

The City of Dripping Springs has retained *ATRIUM REAL ESTATE SERVICES* as an independent appraiser for the above referenced project.

It is our policy to provide the owner or designated representative an opportunity to accompany the appraiser at the time of the inspection. We would like to extend to you or your designated representative the opportunity to accompany us on the inspection and to disclose any information about the property you find pertinent.

If applicable to your property, the following items would be helpful:

- Information regarding previous sale of the subject and/or current listing, contracts pending
- Surveys and/or site plans of the property
- Information regarding the general use of the property
- Information on any improvements on the property and improvements, if any, located in the proposed acquisition
- Any unique or special features about the property that should be considered

Should you have any questions, require further clarification, or wish to provide information and/or accompany us on the property inspection, please feel free to contact Lory R. Johnson, MAI, SR/WA by telephone (512) 453-7407 or by e-mail: ljohnson@atriumrealestate.com at your earliest convenience.

Respectfully submitted,

Atrium Real Estate Services

A handwritten signature in blue ink that reads "Lory R. Johnson".

Lory R. Johnson, MAI, SR/WA
President
Texas Certified Appraiser #TX-1321640-G

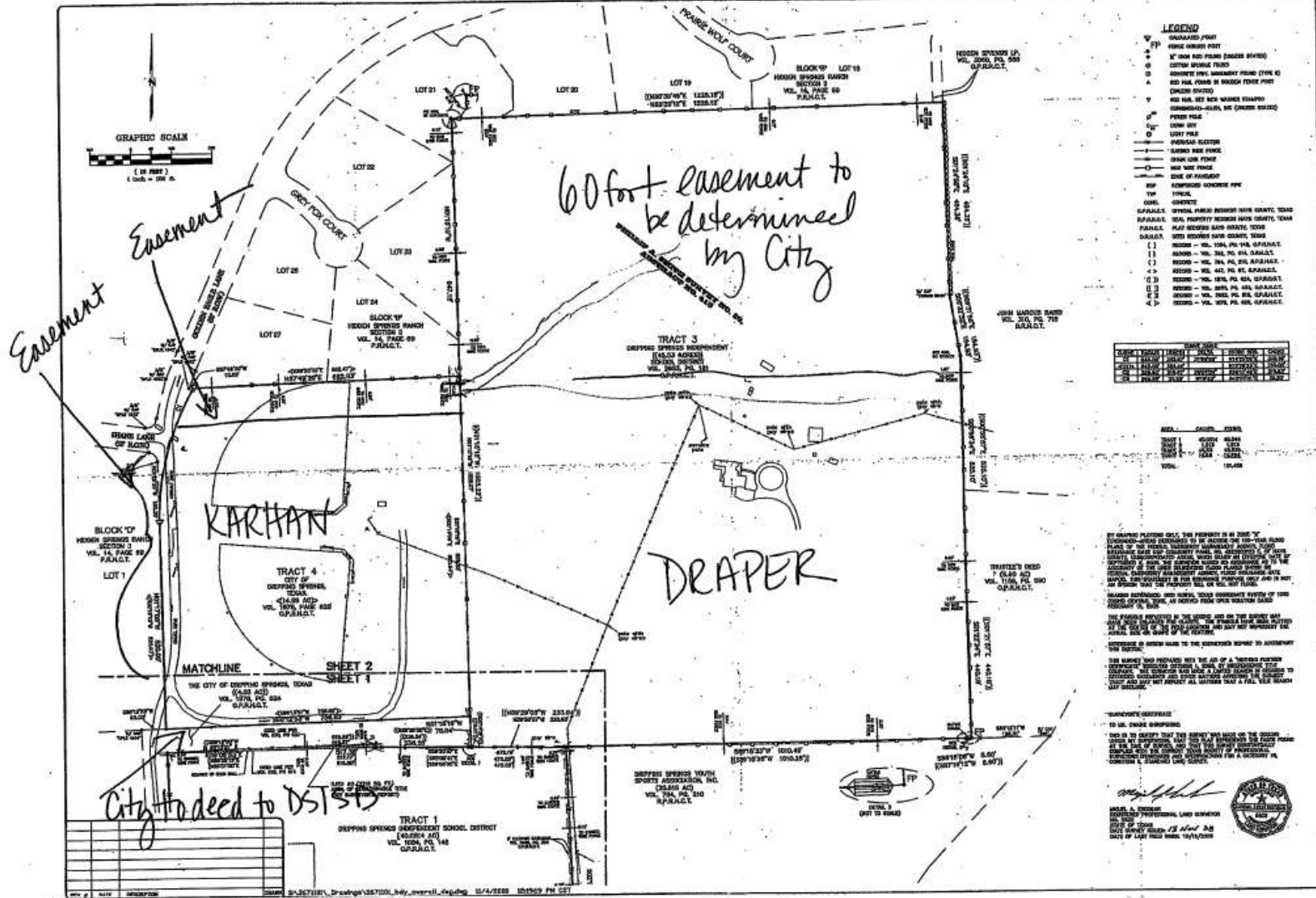
Atrium Reference #: GOV-21-33-01.CODS

Roger Hanks Parkway Easement

Current Interlocal

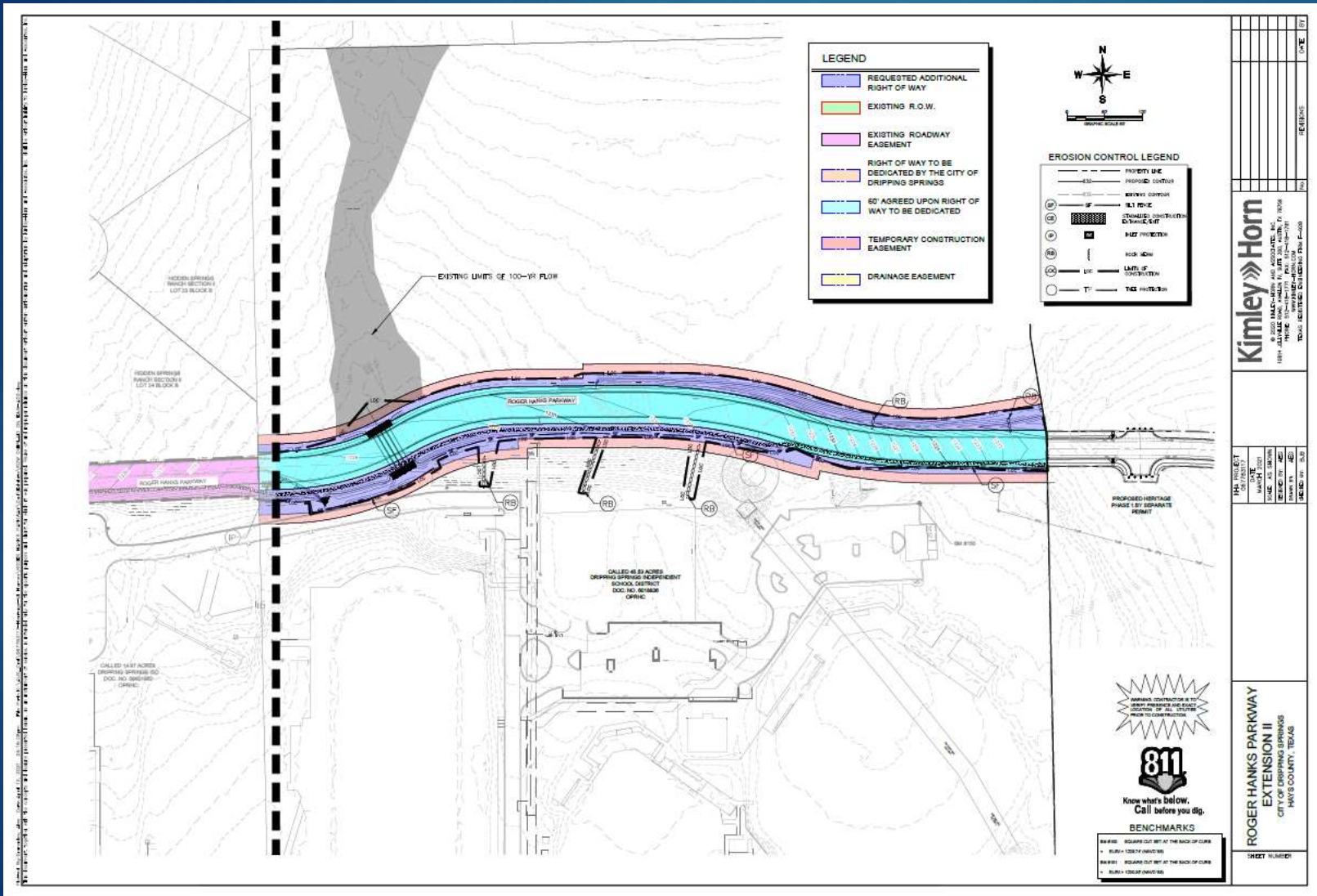
3.09 District agrees to grant a sixty foot (60') right-of-way easement over the northern 300' of the Draper tract, as shown in *Exhibit D*. The identification of the location of this easement, and the conveyance of the easement shall take place at a later date agreeable to both parties, which must be prior to the commencement of any construction on the northern 300' of the Draper tract with the exception of any temporary facilities. Any temporary facilities placed on the easement shall be removed prior to conveyance of easement to the City. The location of the easement must allow for the planned future uses of the Northern portion of the Draper tract by the District, and must also meet the City's need for a right-of-way from East to West that would connect with the right-of-way on the North side of the Karhan Park, as shown in *Exhibit E*. The easement must be sufficient so that the road will comply with City road standards. Once the District has determined how it intends to use the Northern 300' portion of the Draper tract, but before construction of such use begins, the District shall provide a survey identifying the precise proposed location for the right-of-way easement to the City Engineer. If the City Engineer determines that the proposed location is sufficient for the City's purposes, he or she shall so notify the District, and the District shall prepare an easement acceptable to both parties conveying such an easement to the City. If the City Engineer determines that the proposed location is not sufficient, the City and the District shall select a neutral engineer to assist with the selection of an appropriate location for the right-of-way, using reasonable development standards to accomplish the purposes outlined in this section. A proposal supported by two (2) out of the three (3) shall be binding, and the District shall prepare an easement acceptable to both parties conveying such an easement to the City.

EXHIBIT D

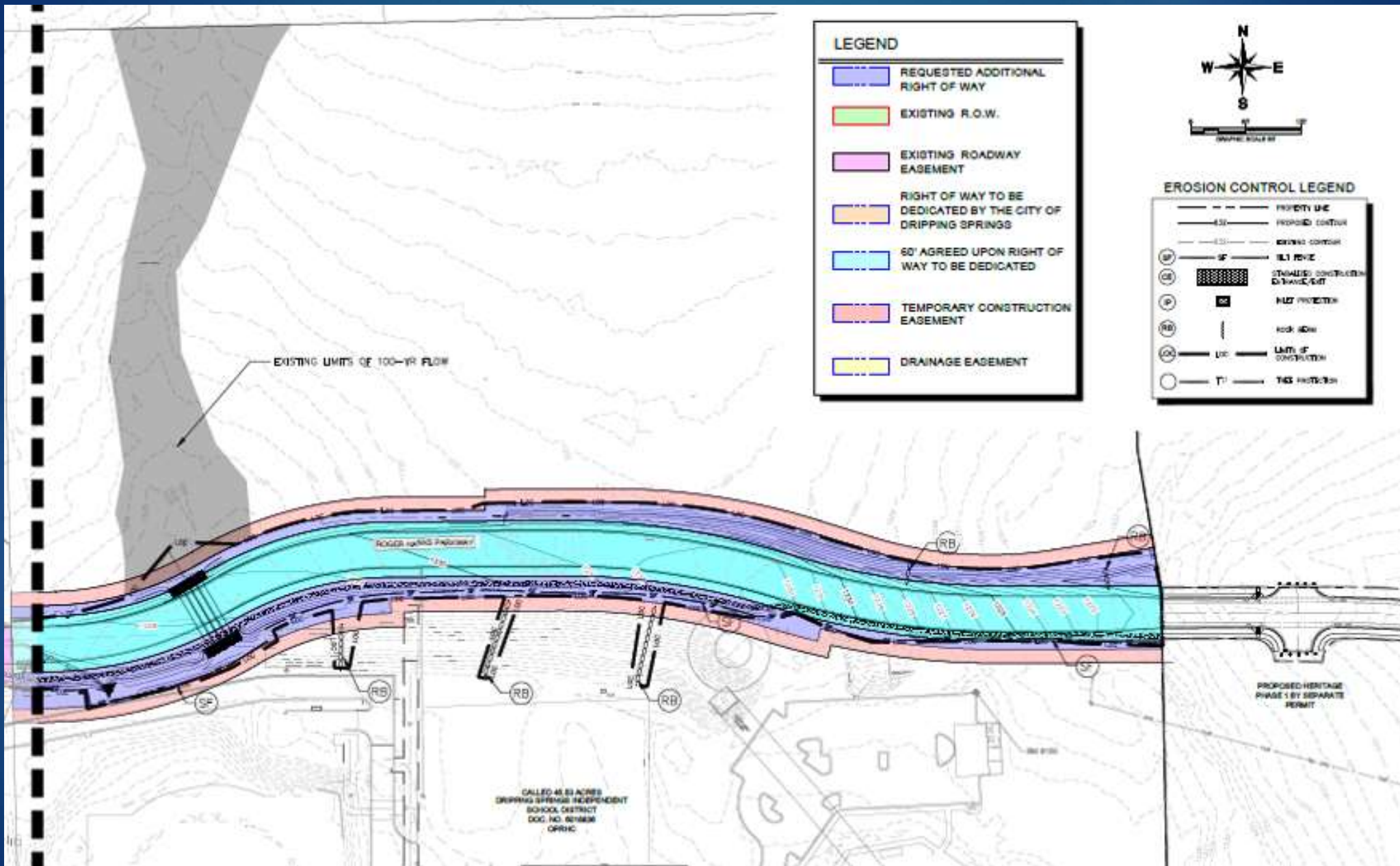


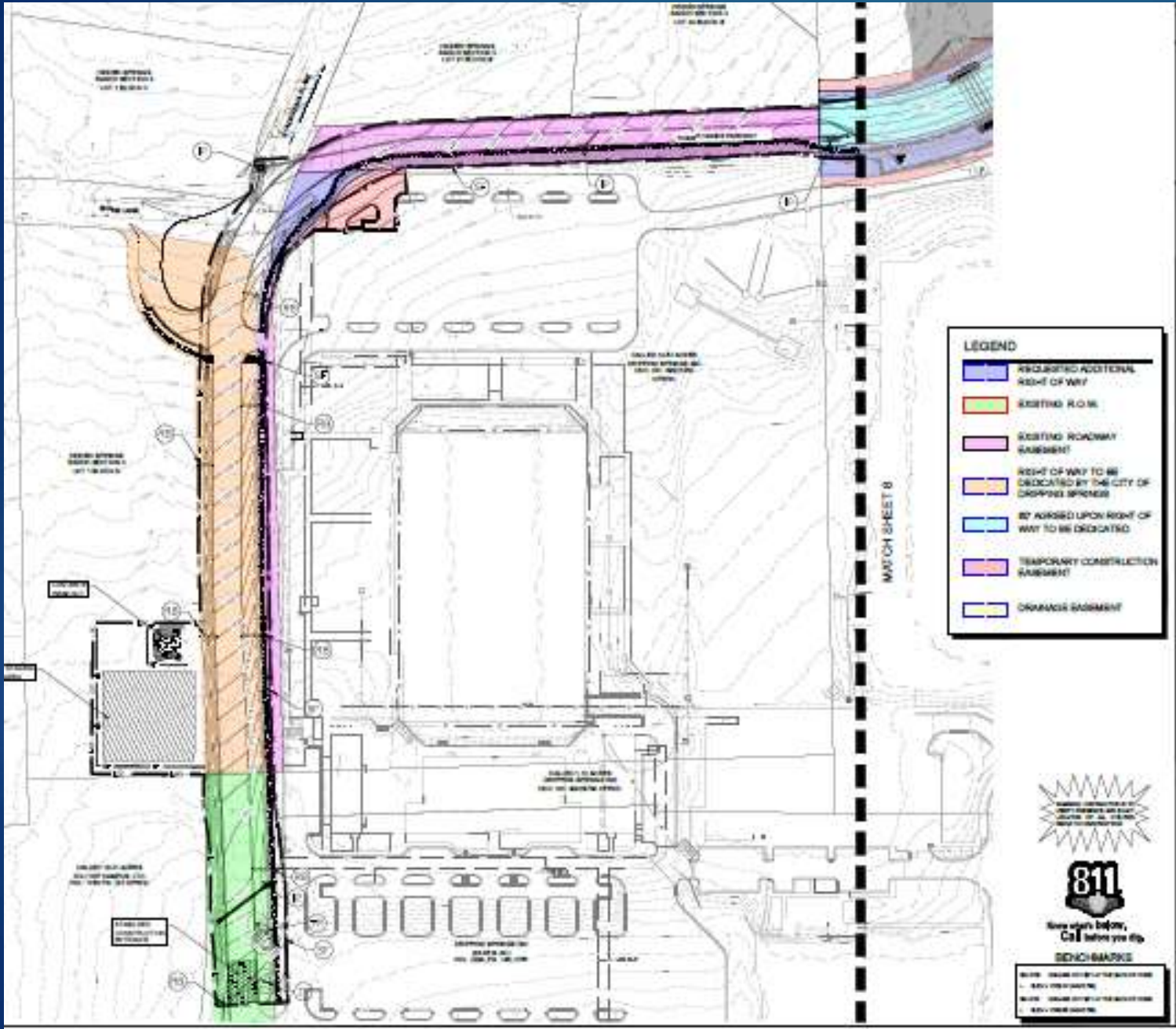
PROPOSED INTERLOCAL

- ▶ 60-foot easement expanded to 100 feet to meet road and drainage standards but placed to provide the most use of the District's use of the Draper Tract.
- ▶ Easement on the West side of the bus parking lot. City to demo and pay for the cost of destroyed parking spaces.
- ▶ We are paying for the additional easement area, the cost of the disturbed parking spaces, and the cost of moving portable buildings that need to be removed due to the expanded right of way dedication.
- ▶ Parties pay for their own appraisals and surveys for the School to City Easements and the City to School acreage. (The School District asked us to pay all of their expenses for the wastewater easement but we have not finalized this issue yet)
- ▶ Approve their current impervious cover and ensure that our improvements do not count against their impervious cover calculations. This will be done by later action by City Council.
- ▶ School District has area for a driveway which they will either construct or the cost of construction will be taken from the cost of the dedication.

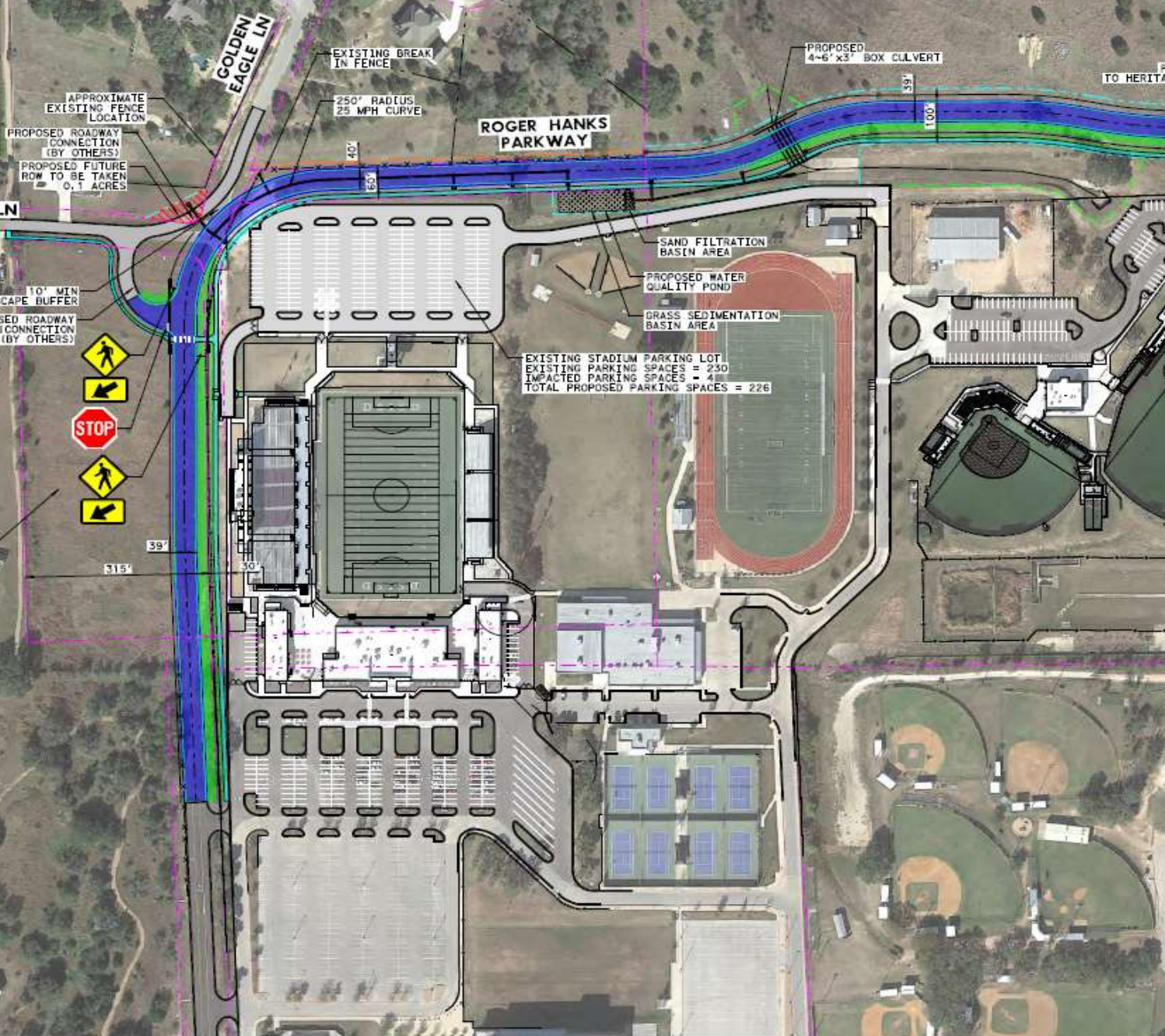


Proposed Road Easement





Additional easement next to Bus Parking Lot.



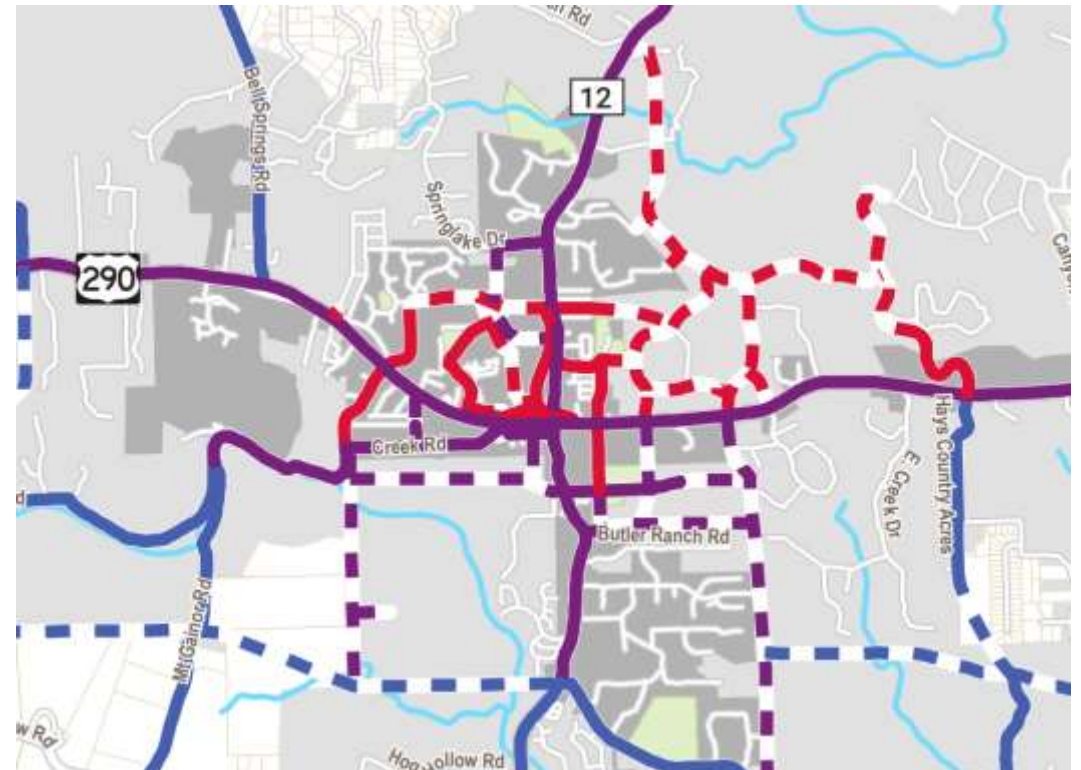
Road Option
Chosen by
Neighborhood
and
Transportation
Committee

Benefits for the District

1. Completion of the Interlocal Agreement.
2. Payment of the appraised value of the increased dedication.
3. Increased pedestrian and vehicular connectivity surrounding High School but with crash gate for safety including a driveway.

Benefits for City

- ▶ Procurement of easement for extension of Roger Hanks Parkway pursuant to transportation needs and our Development Agreement with the Heritage Subdivision.
- ▶ Additional drainage and pedestrian amenities.



Next Steps

- ▶ School District and City to finalize draft.
- ▶ Both boards approve Interlocal Agreement.
- ▶ City pays District for Dedication/Easement.
- ▶ Deeds and easements filed.
- ▶ Additional action related to impervious cover for the remainder of the property.
- ▶ Construction of Roger Hanks Parkway.

November 11, 2009

STATE OF TEXAS §
COUNTY OF HAYS §

INTERLOCAL AGREEMENT
between
Dripping Springs Independent School District
and
City of Dripping Springs

This Interlocal Agreement, hereinafter "Agreement" is made in Dripping Springs, Texas by and between Dripping Springs Independent School District, a political subdivision and public school district of the State of Texas referred to in this Agreement as "District" and the City of Dripping Springs, a political subdivision of the State of Texas referred to in this Agreement as "City."

RECITALS:

WHEREAS, this Agreement is entered pursuant to the Texas Government Code Section 791.001 et seq., Interlocal Cooperation Act, hereinafter "Act." All payment and furtherance of the objectives of the Agreement shall be paid from current revenues of the City and District, as those payments are allocated under this Agreement. The amounts and services exchanged between City and District are amounts that fairly compensate both entities for the real property, services and functions performed under the Act; and

WHEREAS, the City and the District are political subdivisions fully authorized by Chapter 791 of the Texas Government Code and Sections 11.153-154 of the Education Code to make and enter into this Agreement; and

WHEREAS, the City and the District agree that there is a public necessity that the certain real property be owned and developed by the City and that the paramount public use of the property includes City facilities, buildings, grounds and any other type of development deemed necessary by the City to conduct its business and carry out its governmental functions; and

WHEREAS, the City and the District agree that there is a public necessity that the certain real property be owned and developed by the District and that the paramount public use of the property includes athletic facilities and recreational facilities to be used by the District to carry out its governmental functions; and

WHEREAS, the City and the District desire to provide the citizens of their respective and shared jurisdictions enhanced opportunities for recreation and park services and access to other public services; and

WHEREAS, a healthy, successful, and quality school system benefits the public and business in the community by improving public safety, economic development, community pride, civic identity, and public involvement; and

WHEREAS, collaborative programs between the parties improve the quality of life of the citizens of Dripping Springs, enhance educational achievement, strengthen the community, and help ensure the mutual success of the District and the City; and

WHEREAS, the subjects of this Agreement are parcels of land and improvements thereon known as the Stephenson Building property, hereinafter "Stephenson Building," (*Exhibit A*); the Karhan Park property, hereinafter "Karhan Park," (*Exhibit B*); a strip of land immediately to the South of the Karhan Park property, (*Exhibit C*); an easement to be located within the Northern 300 feet of the Draper tract (*Exhibit D*); an easement across the Northern edge of the Karhan Park property (*Exhibit E*); and two easements across the Western edge of the Karhan Park Property, one for drainage and the other for a right-of-way (*Exhibit F*); which exhibits are attached hereto and incorporated herein for any and all purposes.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, the District and the City, acting by and through their respective governing bodies, do hereby promise and agree to the following:

ARTICLE I. Recitals

1.01 The foregoing recitals are incorporated into this Agreement by reference as if expressly set forth herein.

ARTICLE II. Conveyance

2.01 District shall deed, through a warranty deed in the form as shown in Exhibit A, to City the Stephenson Building property and pay the City One Thousand Dollars (\$1,000.00). District shall convey to the City the easements across the Western edge of the Karhan Park property as shown in *Exhibit F*. District shall provide an easement over and across the Draper tract as described below. District shall pay to the City Sixty-nine Thousand Six Hundred Eighty-five Dollars (\$69,685.00) for the use in construction and renovation of softball fields as described below.

2.02 City shall deed, through a warranty deed in the form as shown in Exhibit B, to District the Karhan Park property. City shall deed, through a warranty deed, to the District the strip of land immediately to the South of the Karhan Park property, as shown in *Exhibit C*. The City shall convey to the District the 60 foot platted easement along the western edge of the Karhan Park property as shown in Exhibit G.

2.03 The City and the District agree to each pay fifty percent (50%) of the total cost of the appraisals of the Stephenson Building and Karhan Park.

2.04 The City and the District agree to make these exchanges of property and money, with the exception of the right-of-way easement over the Draper tract, on or before November 13, 2009.

ARTICLE III.
District and City Obligations

- 3.01** District shall convey, through a warranty deed, the Stephenson Building to City.
- 3.02** Paragraph Deleted.
- 3.03** District will not commit or allow to be committed any waste on the Stephenson Building, create or allow any nuisance to exist on the Stephenson Building, or use or allow the Stephenson Building to be used for any unlawful purposes.
- 3.04** City, City's agents, guests, licensees, invitees, sublessees, assignees, and successors, and District, District's agents, guests, licensees, invitees, sublessees, assignees, and successors shall at all times comply with all applicable laws, ordinances, and governmental regulations in the use of the Stephenson Building.
- 3.05** District will maintain the Stephenson Building in a commercially reasonable manner until conveyance to City. District will maintain general liability insurance and property insurance for the Stephenson Building until conveyance to City.
- 3.06** District will continue to provide water and wastewater services to the Stephenson Building until conveyance to City.
- 3.07** City agrees that District, District's agents, employees, or other representatives will have the right to enter the Stephenson Building, at all reasonable hours, for the purpose of examining them or making such repairs or alterations as may be necessary for the safety and preservation of the Stephenson Building until November 13, 2009. This clause shall not be deemed to be a covenant by District or construed to create an obligation on the part of District to make such inspection or repairs.
- 3.08** District will remove all goods and personal property of District of any kind in or on the Stephenson Building prior to November 13, 2009. All goods and personal property of any kind of District in or on the Stephenson Building will be the sole responsibility of District, and in no event will City be liable for any loss or damage to these goods or property for any reason whatsoever. Any goods and personal property of any kind in or on the Stephenson Building not removed prior to conveyance to the City shall be considered abandoned and become the property of City. Any remaining property requiring removal by City shall be removed by District, at the expense of District, within ten (10) days after receiving notification of such request.
- 3.09** District agrees to grant a sixty foot (60') right-of-way easement over the northern 300' of the Draper tract, as shown in *Exhibit D*. The identification of the location of this easement, and the conveyance of the easement shall take place at a later date agreeable to both parties, which must be prior to the commencement of any construction on the northern 300' of the Draper tract with the exception of any temporary facilities. Any

temporary facilities placed on the easement shall be removed prior to conveyance of easement to the City. The location of the easement must allow for the planned future uses of the Northern portion of the Draper tract by the District, and must also meet the City's need for a right-of-way from East to West that would connect with the right-of-way on the North side of the Karhan Park, as shown in *Exhibit E*. The easement must be sufficient so that the road will comply with City road standards. Once the District has determined how it intends to use the Northern 300' portion of the Draper tract, but before construction of such use begins, the District shall provide a survey identifying the precise proposed location for the right-of-way easement to the City Engineer. If the City Engineer determines that the proposed location is sufficient for the City's purposes, he or she shall so notify the District, and the District shall prepare an easement acceptable to both parties conveying such an easement to the City. If the City Engineer determines that the proposed location is not sufficient, the City and the District shall select a neutral engineer to assist with the selection of an appropriate location for the right-of-way, using reasonable development standards to accomplish the purposes outlined in this section. A proposal supported by two (2) out of the three (3) shall be binding, and the District shall prepare an easement acceptable to both parties conveying such an easement to the City.

- 3.10** The City and the District agree to enter into a separate *Tree Replacement Agreement* memorializing the District's tree replacement plan for all construction related to the current New Dripping Springs High School property construction project, as shown in Exhibit H. The District will provide the City with a tree survey, a proposed tree replacement plan, and sufficient evidence establishing the hardship the District would face in having to comply with the City's current tree replacement requirements. The agreed upon tree replacement plan will be finalized on or before June 1, 2010.
- 3.11** *Designated trees* were identified by the parties on November 10, 2009, and are indicated on Exhibit I. The District shall not impact a *designated tree* prior to enactment of the *Tree Replacement Agreement*. District will enact measures that are reasonable and customary to protect the designated trees during construction activities.

ARTICLE IV. Karhan Park District and City Obligations

- 4.01** City shall convey, through a warranty deed, the Karhan Park to District. The District shall convey to the City a sixty foot (60') right-of-way easement across the northern portion of the Karhan Park, as shown in *Exhibit E*.
- 4.02** City will honor existing lease in the Karhan Park to other parties until conveyance to District, at which time said lease shall terminate. City shall provide District documentation indicating that the leases have been terminated, as of the date of conveyance.
- 4.03** City will not commit or allow to be committed any waste on the Karhan Park, create or allow any nuisance to exist on the Karhan Park, or use or allow the Karhan Park to be used for any unlawful purposes.

- 4.04** City, City's agents, guests, licensees, invitees, sublessees, assignees, and successors, and District, District's agents, guests, licensees, invitees, sublessees, assignees, and successors shall at all times comply with all applicable laws, ordinances, and governmental regulations in the use of the Karhan Park.
- 4.05** City will maintain the Karhan Park in a commercially reasonable manner until conveyance to District. City will maintain general liability insurance and property insurance for the Karhan Park until conveyance to District.
- 4.06** City will continue to provide electricity and portable toilet services to the Karhan Park until conveyance to District.
- 4.07** It is understood by the parties to this agreement that Pedernales Electric Cooperative, hereinafter "PEC", will move, install, and connect the lighting and poles at no cost to City or District from one of the men's softball fields, as identified and agreed to by City, at Karhan Park to the current Junior Varsity field at the Dripping Springs Sports and Recreation Park located at 27148 Ranch Road 12, Dripping Springs, Texas ("Sports Park"), or to a location of the City's choice, no later than February 28, 2010 prior to the beginning of the 2010 Dripping Springs Adult Softball Association's (DSASA) spring softball season. If PEC declines to move and install the poles at no cost to City or District, City will assume this obligation. Any remaining lights and poles will be made available to City.
- 4.08** District will pay to the City, \$69,685.00 to finance the construction of fencing and surfacing of the current Junior Varsity field at Sports Park, the construction of a second field on property East of the UIL field, and other improvements related to relocation of softball fields.
- 4.9** District agrees that the girls' varsity softball field will be available (on an agreed schedule) by the beginning of the 2010 DSASA's spring softball season. Upon the completion of new girls' varsity softball field at the District's new high school complex, it is the District's and City's intent that the City will have ultimate control and authority over the original field, subject to a mutually-acceptable agreement on use and scheduling.
- 4.10** District agrees to maintain the Junior Varsity field at Sports Park until the District discontinues its use of the field in accordance with that Interlocal Agreement between City, District and Dripping Springs Youth Sports Association dated January 8, 2002.
- 4.11** District agrees that City, City's agents, employees, or other representatives will have the right to enter the Karhan Park, at all reasonable hours, for the purpose of examining them or making such repairs or alterations as may be necessary for the safety and preservation of the Karhan Park, until conveyance to City. This clause shall not be deemed to be a covenant by City or construed to create an obligation on the part of City to make such inspection or repairs.

- 4.12** City will remove all goods, fixtures, and personal property of any kind of City in or on the Karhan Park prior to December 1, 2009. All goods and personal property of any kind of the City in or on the Karhan Park will be the sole responsibility of City, and in no event will District be liable for any loss or damage to these goods or property for any reason whatsoever. Any goods and personal property of any kind in or on the Karhan Park not removed prior to the exchanges of property that are the subject of this Agreement shall be considered abandoned and become the property of District.
- 4.13** City agrees not to assign or sublease the Karhan Park, any part of or any right or privilege connected with the Karhan Park, or to allow any other person, except City's visitors, agents, and employees, to occupy the Karhan Park or any part of the Karhan Park.
- 4.14** City and District agree that the Lease Agreement between City and District dated November 13, 2001 was entered into to facilitate the District's school related sports activities. Upon the completion of competition fields at the District's new high school complex, it is the District's and City's intent to modify the November 13, 2001 Lease Agreement as follows: The District shall cease competitive use of the UIL softball field except for emergencies or special District events. The District shall continue use of the UIL softball field as a practice field. The District shall complete all practice on the UIL softball field prior to 6:30 pm on DSASA game nights.
- 4.15** All building set-back requirements for District athletic facilities constructed on or near the west boundary of the current Karhan Park property must be at least ten feet from the edge of the street right-of-way. The District shall provide safety mitigation features (e.g. guardrail, concrete posts, striping, and barricades).

**ARTICLE V.
General Provisions**

- 5.01** Notices given pursuant to the provisions of this Agreement, or necessary to carry out its provisions, shall be in writing, shall be deemed to have been given when physically received in hand by the party to whom directed, and shall be directed personally to the following persons:

Notice to District:

Dripping Springs Independent School District
Dr. Mard A. Herrick, Superintendent

510 W. Mercer
P.O. Box 479
Dripping Springs, Texas 78620

With a copy to:

Henslee Schwartz LLP

Attn: Roy William Cabler
816 Congress, Suite 800
Austin, TX 78701

Notice to CITY:

City of Dripping Springs
Attn: Michelle Fischer, City Administrator
P.O. Box 384
Dripping Springs, TX 78620

With a copy to:

Bojorquez Law Firm, PLLC
Attn: Alan J. Bojorquez, Dripping Springs City Attorney
12325 Hymeadow Dr., Suite 2-100
Austin, TX 78750

- 5.02 If either party files an action to enforce any covenant of this Agreement, then the prevailing party is entitled to recover its reasonable attorney's fees to be fixed by the Court pursuant to Local Government Code Section 271.159.
- 5.03 The waiver by District or City of any breach of any provision of this Agreement will not constitute a continuing waiver of any subsequent breach of the same or a different provision of the Agreement.
- 5.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under this lease are performable in Hays County, Texas. Whenever the context requires, singular nouns and pronouns include the plural and plural nouns and pronouns include the singular. This Agreement shall benefit and bind the respective heirs, legal representatives, successors and assignees of the parties herein. No modifications or amendments of this Agreement shall be binding unless in writing and duly signed by the parties or their authorized representatives. If any provision of this Agreement is found to be invalid or unenforceable, such invalidity will not affect the remainder of the Agreement and the remainder of the Agreement shall continue in full force and effect.
- 5.05 Both City and District agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, or condition within this Agreement whenever needed.
- 5.06 By executing this Agreement, each party represents that such party has full capacity and authority to grant all rights and assume all obligations that have been granted and assumed under this Agreement, and that the governing body of the respective party has authorized this Agreement.

- 5.07** In Civil Action Number 5281, in the United States District Court for the Eastern District of Texas, Tyler Division, a Court's Order was entered on April 20, 1971. That order requires that the following covenants and restrictions be in all things observed, followed, and complied with and placed in any document of conveyance of school district property:
- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.
 - (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew or encourage, a dual school system.
 - (c) These restrictions and conditions shall be binding upon District and City, their successors or assigns, as the case may be, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry of the suit, immediately revert to and vest in the grantor herein and its successors, this instrument shall be null and void, and grantor and its successors shall be entitled to immediate possession of such Stephenson Building and the improvements thereon; and no act or omission upon the part of grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.
- 5.08** The restriction set out in subsection 5.07(a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in subsection 5.07(b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.
- 5.09** Both District and City acknowledge that the Stephenson Building property conveyed is subject to the restrictions in Section 5.07 and 5.08 above.
- 5.10** Either party may at its own option and expense research title history of the properties made subject of this Agreement.
- 5.11** Neither City nor District waives any governmental immunity. Any provision herein interpreted by a court of law to waive either party's governmental immunity is void.
- 5.12** This Agreement may be executed and made effective through the signing by the Parties of multiple originals.
- 5.13** This Agreement shall be Effective upon the date of signing by both Parties.

NOW, THEREFORE BE IT AGREED UPON BY THE PARTIES AS STATED ABOVE.

Dripping Springs Independent School District:

by: Mard Herrick, Supt.
Dr. Mard A. Herrick
Superintendent
Dripping Springs Independent School District
by action of the Board of Trustees

Nov. 12, 2009
Date

City of Dripping Springs:

by: Bill Foulds
~~Todd Pureell~~ Bill Foulds
Mayor Pro-Tem
City of Dripping Springs
by action of the City Council

Nov 11 2009
Date

STATE OF TEXAS

COUNTY OF HAYS

BEFORE ME, the undersigned authority, a Notary Public in the State of Texas, on this day personally appeared ^{Bill Faulds} ~~Todd Purcell~~ ^{Mayor Pro Tem} the ~~Mayer~~ of the CITY OF DRIPPING SPRINGS, known to me to be the person whose name is subscribed to the foregoing Interlocal Agreement, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 11th day of November, 2009.

Jo Ann Touchstone
Notary Public, State of Texas

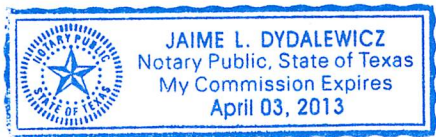


STATE OF TEXAS

COUNTY OF HAYS

BEFORE ME, the undersigned authority, a Notary Public in the State of Texas, on this day personally appeared Dr. Mard A. Herrick the Superintendent of DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT, known to me to be the person whose name is subscribed to the foregoing Interlocal Agreement, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 12 day of November, 2009.



Jaime L. Dydalewicz

Notary Public, State of Texas

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

WARRANTY DEED
Conforms to State Bar of Texas Form

Date: _____, 2009

Grantor: Dripping Springs Independent School District, a political subdivision and public school district of the State of Texas, acting by and through the President of the Board of Trustees, pursuant to its Resolution dated _____.

Grantor's Mailing Address:

510 W. Mercer/ P.O. Box 479
Dripping Springs, Texas 78620
Hays County, Texas

Grantee: City of Dripping Springs, a political subdivision of the State of Texas

Grantee's Mailing Address:

P.O. Box 384
Dripping Springs, Texas 78620
Hays County, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

Being 1.3712 acres of land, more or less, situated in the Phillip A. Smith Survey No. 26, Abstract No. 415 in Hays County, Texas, said property also being referred to as the "Stephenson Building" and/or "Stephenson Tract", being located at 311 1/2 Old Fitzhugh Road, Dripping Springs, Hays County, Texas, and being comprised of three (3) separate tracts described as Tract One (1) containing 0.4659 of one acre of land, Tract Two (2) containing 0.4456 of one acre of land and Tract Three (3) containing 0.4597 of one acre of land, said Tract One, Tract Two and Tract Three being more particularly described by metes and bounds on Exhibits A, B and C, respectively as follows.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

Warranty Deed
Page 1 of 3

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

When the context requires, singular nouns and pronouns include the plural.

"GRANTOR"

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT

By: Steve Benesh
Title: President of the Board of Trustees

STATE OF TEXAS)

COUNTY OF HAYS)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2009, by Steve Benesh, President of the Board of Trustees of DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT, on behalf of said school district.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Nelson M. Davidson, Jr.
P.O. Box 529
Dripping Springs, Texas 78620

PREPARED BY:
Nelson M. Davidson, Jr.
P.O. Box 529
Dripping Springs, Texas 78620

File/GF Number: 6420G

Exhibit " A "
Page 1 of 3

TRACT ONE
Hays County, Texas

LEGAL DESCRIPTION

BEING A 0.4659 OF ONE ACRE TRACT OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415 IN HAYS COUNTY, TEXAS, BEING A REMAINING PORTION OF THAT TRACT OF LAND COMMONLY REFERRED TO AS "ACADEMY BLOCK" AS DELINEATED ON THE PLAT OF THE TOWN OF DRIPPING SPRINGS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME "O", PAGE 514, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID PLAT BEING AMENDED BY PLAT RECORDED IN VOLUME "T" PAGE 426, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING CONVEYED BY HAYS COUNTY TO DRIPPING SPRINGS RURAL HIGH SCHOOL DISTRICT IN DEED RECORDED IN VOLUME 145, PAGE 491, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch galvanized iron pipe in concrete found in the west line of Old Fitzhugh Road, in the north line of said "ACADEMY BLOCK" for the southeast corner of Block No. 5, W. T. Chapman's 2nd Addition to the Town of Dripping Springs according to the map or plat thereof recorded in Volume "R", Page 337, of the Deed Records of Hays County, Texas, said plat being amended by plat recorded in Volume "T", Page 426, of the Deed Records of Hays County, Texas, and the southeast corner of that tract of land conveyed by D. W. Crenshaw to Dripping Springs Public School No. 20 in deed dated November 15, 1938 of record in the Deed Records of Hays County, Texas, being the southwest corner of a 50 foot right of way, designated as Ewe Street (commonly known as Old Fitzhugh Road) as delineated on said W. T. Chapman's 2nd Addition to the Town of Dripping Springs plat;

THENCE South 23°02'05" East crossing said "ACADEMY BLOCK" along the west margin of Old Fitzhugh Road a distance of 44.29 feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set for the northeast corner of that tract of land conveyed by Dripping Springs Independent School District to Rambo Lodge No. 426, AF & AM in deed recorded in Volume 154, Page 1, of the Deed Records of Hays County, Texas;

THENCE South 88°57'21" West (record: West) along the north line of said Rambo Lodge tract, a distance of 108.60 feet to a 1/2 in iron rod found under asphalt paving for the northwest corner of said Rambo Lodge tract;

THENCE South 01°02'39" East (record: South) along the west line of said Rambo Lodge tract a distance of 140.08 feet to a 1/2 in iron rod found under asphalt paving in the north line of a 20.0 foot Public Alley as designated in deed recorded in Volume 146, Page 91, of the Deed Records of Hays County, Texas, said 20.0 foot Public Alley being conveyed by Hays County to H.F. Lewis in deed recorded in Volume 278, Page 280, of the Deed Records of Hays County, Texas, and for the southwest corner of said Rambo Lodge tract, from which a bolt with punch mark found in the south line of said Rambo Tract as described in Boundary Line Agreement by

S:\3671301\Documents\3671301 DSISD Tract One.docx

EXHIBIT "A"

Exhibit " A "
Page 2 of 3

TRACT ONE
Hays County, Texas

Richard A. Garza and Dripping Springs Independent School District, recorded in Volume 775, Page 822, of the Real Property Records of Hays County, Texas, bears, North 88°29'40" East (Bearing Basis) a distance of 122.70 feet;

THENCE South 89°00'15" West along the north line of said 20.0 foot Public Alley and said Lewis tract a distance of 39.96 feet to a 1/2 inch iron rod found under asphalt paving in the east line of that tract of land conveyed by Dripping Springs Independent School District to L. B. Jennings in deed recorded in Volume 156, Page 199, of the Deed Records of Hays County, Texas, and for the northwest corner of said 20.0 foot Public Alley;

THENCE North 01°58'54" West along the east line of said Jennings tract a distance of 19.97 feet to a 1/2 inch iron rod found under asphalt paving for the northeast corner of said Jennings tract;

THENCE South 88°53'07" West along the north line of said Jennings tract a distance of 49.86 feet to a 1/2 inch iron rod found in the east line of Lot 6, Block No. 1, of the W. T. Chapman's 1st Addition to the town of Dripping Springs according to the map or plat thereof recorded in Volume "P", Page 373, of the Deed Records of Hays County, Texas, said plat being amended by plat recorded in Volume "T", Page 426, of the Deed Records of Hays County, Texas and in the west line of said "ACADEMY BLOCK" and for the northwest corner of said Jennings tract;

THENCE North 01°21'58" West along the east line of said Lot 6 and the west line of said "ACADEMY BLOCK" a distance of 63.78 feet to a calculated point for the northeast corner of said Lot 6;

THENCE South 88°36'50" West along the north line of said Lot 6 a distance of 7.26 feet to a calculated point being the beginning point of said Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District, from which a 1/2 inch iron rod found in a hackberry tree root, bears South 06°45' East a distance of 0.3 feet;

THENCE along the boundary line established in said Boundary Line Agreement the following two (2) courses:

1. North 03°20'04" West a distance of 56.57 feet to a 1/2 inch iron rod found;
2. North 03°22'47" West a distance of 40.02 feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set at the intersection of the south line of Block No. 3 of said W. T. Chapman's 2nd Addition to the Town of Dripping Springs being the recognized southeast corner of that tract of land conveyed by A.L. Davis to Dripping Springs Public School No. 20 in deed recorded in Volume 109, Page 291, of the Deed Records of Hays County, Texas, from which a 1/2 inch iron rod found in said Boundary Line Agreement line, bears North 03°22'47" West a distance of 39.83 feet;

THENCE North 88°42'33" East along the south line of said Block 3, passing the northwest corner of said "ACADEMY BLOCK" at a distance of 10.61 feet and continuing for a total distance of 93.63 (record: 100) feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set for the common south corner of said Block No. 3 and Block No. 5, from which

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EXHIBIT "A"

Exhibit " A "
Page 3 of 3

TRACT ONE
Hays County, Texas

a 1/2 inch galvanized iron pipe in concrete found for the common north corner of said Block No. 3 and Block No. 5, bears, North 01°13'20" West a distance of 200.02 feet;

THENCE North 88°38'18" East along the north line of said "ACADEMY BLOCK" and the south line of said Block No. 5 a distance of 100.04 feet to the POINT OF BEGINNING, containing 0.4659 of one acre of land, more or less, within this metes and bounds.

Bearing Reference: South line of that tract of said Rambo Tract as described in Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District recorded in Volume 775, Page 822, of the Deed Records of Hays County, Texas. (North 88°29'40" East)

I certify that this description was prepared from the results of a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

Handwritten signature of Tommy P. Watkins

Tommy P. Watkins
Registered Professional Land Surveyor No. 4549
Date: 10/06/2009

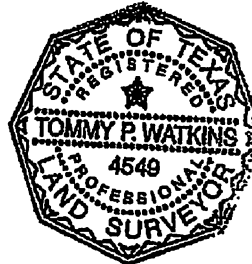


Exhibit " B "
Page 1 of 2

TRACT TWO
Hays County, Texas

LEGAL DESCRIPTION

BEING A 0.4456 OF ONE ACRE TRACT OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415 IN HAYS COUNTY, TEXAS, BEING THAT TRACT OF LAND CONVEYED BY A.L. DAVIS TO DRIPPING SPRINGS PUBLIC SCHOOL NO. 20 IN DEED RECORDED IN VOLUME 109, PAGE 291, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID TRACT BEING BLOCK NO. 3, W. T. CHAPMAN'S 2ND ADDITION TO THE TOWN OF DRIPPING SPRINGS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME "R", PAGE 337, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID PLAT BEING AMENDED BY PLAT RECORDED IN VOLUME "T", PAGE 426, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch galvanized iron pipe in concrete found in the west line of Old Fitzhugh Road, in the north line of that tract of land conveyed by Hays County to Dripping Springs Rural High School District in deed recorded in Volume 145, Page 491, of the Deed Records of Hays County, Texas, for the southeast corner of Block No. 5, W. T. Chapman's 2nd Addition to the Town of Dripping Springs for the southeast corner of that tract of land conveyed by D. W. Crenshaw to Dripping Springs Public School No. 20 in deed dated November 15, 1938 of record in the Deed Records of Hays County, Texas, and for the southwest corner of a 50 foot right of way, designated as Eye Street (commonly known as Old Fitzhugh Road) as delineated on said W. T. Chapman's 2nd Addition to the Town of Dripping Springs plat;

THENCE South 88°38'18" West along the south line of said Block No. 5 and north line of said Dripping Springs Rural High School District tract a distance of 100.04 feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set for the southwest corner of said Block No. 5 and the southeast corner of said Block No. 3 and the **POINT OF BEGINNING**;

THENCE South 88°42'33" West along the south line of said Block No. 3 and the north line of said Dripping Springs Rural High School District tract a distance of 93.63 (record: 100) feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set in the agreed boundary line as described in Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District recorded in Volume 775, Page 822, of the Real Property Records of Hays County, Texas, from which a 1/2 inch iron rod found in said line bears, South 03°22'47" East a distance of 40.02 feet;

THENCE along the agreed boundary line as described in said Boundary Line Agreement the following three (3) courses:

- 1: North 03°22'47" West a distance of 39.83 feet to a 1/2 inch iron rod found;
2. North 03°16'13" West a distance of 80.04 feet to a 1/2 inch iron rod with cap stamped "K&G Engineering" found;

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EXHIBIT "A"

Exhibit "B "
Page 2 of 2

TRACT TWO
Hays County, Texas

- 3. North 02°41'40" West a distance of 79.96 feet to a 1/2 inch galvanized iron pipe in concrete found for the northwest corner of said Block No. 3 and said Dripping Springs Public School District No. 20 tract, and for the southwest corner of Block No. 4 of said W. T. Chapman's 2nd Addition to the Town of Dripping Springs and southwest corner of that tract of land conveyed by Dripping Springs Independent School District to Bradley Davis in deed recorded in Volume 809, Page 396, of the Real Property Records of Hays County, Texas, from which a 1/2 inch galvanized iron pipe in concrete found for the northwest corner of said Davis tract and the terminus point of said boundary line agreement bears, North 01°24'51" West a distance of 86.51 feet;

THENCE North 88°32'36" East along the north line of said Block No. 3 and said Dripping Springs Public School District No. 20 tract and the south line of said Block No. 4 and said Davis tract a distance of 100.05 feet to a 1/2 inch galvanized iron pipe in concrete found for the northeast corner of said Block No. 3, the northwest corner of said Block No. 5, the southeast corner of said Davis tract and the southwest corner of that tract of land conveyed to Carole G. Howard in deed recorded in Volume 1328, Page 48, of the Official Public Records of Hays County, Texas;

THENCE South 01°13'20" East along the east line said Block No. 3 and the west line of said Block No. 5 a distance of 200.02 feet to the POINT OF BEGINNING, containing 0.4456 of one acre of land, more or less, within this metes and bounds. .

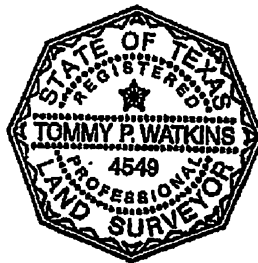
Bearing Reference: South line of the Rambo Tract as described in Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District recorded in Volume 775, Page 822, of the Deed Records of Hays County, Texas. (North 88°29'40" East)

Reference is herein made to the plat accompanying this metes and bounds description.

I certify that this description was prepared from the results of a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

Tommy P. Watkins
Registered Professional Land Surveyor No. 4549
Date: 10/06/2009



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EXHIBIT "A"

Exhibit " C "
 Page 1 of 2

TRACT THREE
 Hays County, Texas

LEGAL DESCRIPTION

BEING A 0.4597 OF ONE ACRE TRACT OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415 IN HAYS COUNTY, TEXAS, BEING THAT TRACT OF LAND CONVEYED BY D. W. CRENSHAW TO DRIPPING SPRINGS PUBLIC SCHOOL NO. 20 IN DEED FILED FOR RECORD NOVEMBER 15, 1938 AND RECORDED IN THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID TRACT BEING BLOCK NO. 5, W. T. CHAPMAN'S 2ND ADDITION TO THE TOWN OF DRIPPING SPRINGS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME "R", PAGE 337, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID PLAT BEING AMENDED BY PLAT RECORDED IN VOLUME "T", PAGE 426, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch galvanized iron pipe in concrete found in the west line of Old Fitzhugh Road, in the north line of that tract of land conveyed by Hays County to Dripping Springs Rural High School District in deed recorded in Volume 145, Page 491, of the Deed Records of Hays County, Texas, for the southeast corner of said Block No. 5, and for the southwest corner of a 50 foot right of way, designated as Eye Street (commonly known as Old Fitzhugh Road) as delineated on said W. T. Chapman's 2nd Addition to the Town of Dripping Springs plat;

THENCE South 88°38'18" West along the south line of said Block No. 5 and north line of said Dripping Springs Rural High School District tract a distance of 100.04 feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set for the southwest corner of said Block No. 5 and the southeast corner of Block No. 3 of said W. T. Chapman's 2nd Addition to the Town of Dripping Springs conveyed to Dripping Springs Public School No. 20 in deed recorded in Volume 109, Page 291, of the Deed Records of Hays County, Texas;

THENCE North 01°13'20" West along the west line said Block No. 5 and the east line of said Block No. 3 a distance of 200.02 feet to a 1/2 inch galvanized iron pipe in concrete found for the northwest corner of said Block No. 5, the northeast corner of said Block No. 3, the southeast corner of that tract of land conveyed by Dripping Springs Independent School District to Bradley Davis in deed recorded in Volume 809, Page 396, of the Real Property Records of Hays County, Texas, and the southwest corner of that tract of land conveyed to Carole G. Howard in deed recorded in Volume 1328, Page 48, of the Official Public Records of Hays County, Texas;

THENCE North 88°40'58" East along the north line said Block No. 5 and the south line of said Block No. 4 and said Howard tract a distance of 100.23 feet to a calculated point in the west line of said Eye Street (commonly known as Old Fitzhugh Road), from which a 1/2 inch iron rod found for reference bears North 88°38'18" East a distance of 1.23 feet;

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EXHIBIT "A"

Exhibit " C "
Page 2 of 2

TRACT THREE
Hays County, Texas

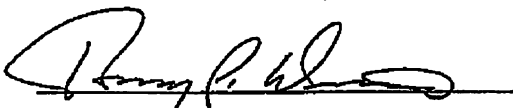
THENCE South 01°10'06" East along the east line of said Block No. 5 and the west line of said Eve Street (commonly known as Old Fitzhugh Road) a distance of 199.94 feet to the POINT OF BEGINNING containing 0.4597 of one acre of land, more or less, within this metes and bounds.

Bearing Reference: South line of that tract of said Rambo Tract as described in Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District recorded in Volume 775, Page 822, of the Deed Records of Hays County, Texas. (North 88°29'40" East)

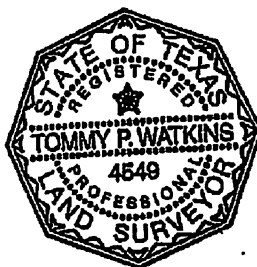
Reference is herein made to the plat accompanying this metes and bounds description.

I certify that this description was prepared from the results of a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.



Tommy P. Watkins
Registered Professional Land Surveyor No. 4549
Date: 10/06/2009



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EXHIBIT "A"

GENERAL WARRANTY DEED
(EXCHANGE DEED)

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

THAT THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, a general laws municipality ("Grantor"), for and in consideration of the exchange of the Property (hereinafter defined) of even date herewith for that certain real property owned by DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT ("Grantee") and located in Hays County, Texas, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, the real property containing 14.67 acres, more or less, and being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property").

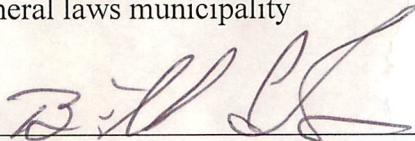
This conveyance, however, is made and accepted expressly subject to any and all easements, rights-of-way and prescriptive rights, whether of record or not; all recorded restrictions, reservations, encumbrances, covenants, conditions, oil and gas leases and mineral reservations if any, relating to or affecting the Property; rights of adjoining owners in any walls and fences situated along a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto Grantee, Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

EXECUTED this 11th day of November, 2009.

"GRANTOR"

The City of Dripping Springs, Hays County, Texas
A general laws municipality

By: 
Name: Bill Foulds
Title: Mayor Pro Tem

Grantee's Address:
510 W. Mercer
P O Box 479
Dripping Springs, Texas 78620

STATE OF TEXAS
COUNTY OF HAYS

14.67 ACRES
PHILLIP A. SMITH SURVEY

A DESCRIPTION OF A 14.67 ACRE TRACT OF LAND OUT OF THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, HAYS COUNTY, TEXAS, SAID 14.67 ACRES BEING ALL OF CALLED 14.68 ACRE TRACT OF LAND DESCRIBED IN A DEED CONVEYED TO THE CITY OF DRIPPING SPRINGS, TEXAS, IN VOLUME 1878, PAGE 628, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 14.67 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS;

BEGINNING at a ½ inch iron rod found for the southeast corner of the herein described 14.67 acre tract of land, said iron rod being the northeast corner of a called 4.03 acre tract of land described in a Special Warranty Deed to The City Of Dripping Springs, Texas, recorded in Volume 1878, Page 624, Official Public Records of Hays County, Texas, said iron rod also being in the west line of a called 45.53 acre tract of land described in a Warranty Deed to Dripping Springs Independent School District, recorded in Volume 2953, Page 181, Official Public Records of Hays County, Texas;

THENCE S 89°13'51"W, with the north line of said 4.03 acre tract, and the south line of the herein described 14.67 acre tract of land, a distance of 756.86 feet to a ½ inch iron rod set with cap for the southwest corner of the herein described 14.67 acre tract of land, said iron rod also being the southeast corner of Lot 1, Block "D", Hidden Springs Ranch Section II, a subdivision recorded in Book 14, Page 69, Plat Records of Hays County, Texas;

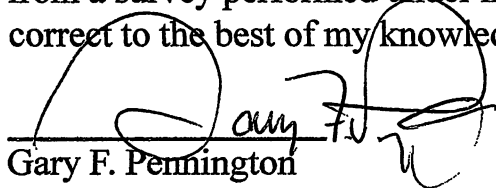
THENCE N 00°16'10"W, with the west line of the herein described 14.67 acre tract of land, and the east line of said Lot 1, a distance of 520.00 feet to a ½ inch iron rod set with cap for the point of curvature in the west line of the herein described 14.67 acre tract of land;

THENCE along the arc of a curve to the right, a distance of 353.85 feet, said curve having a radius of 645.00 feet, a chord bearing of N 15°29'57"E, and distance of 349.43 feet to a calculated point for the northwest corner of the herein described 14.67 acre tract of land, said point also being in the south line of Lot 27, Block "B", of said Hidden Springs Ranch Section II;

THENCE N 88°50'32"E, with the north line of the herein described 14.67 acre tract of land, and the southern line of said Hidden Springs Ranch Section II, a distance of 662.47 feet to a ½ inch iron rod found in the west line of said 45.53 acre tract, for the northeast corner of the herein described 14.67 acre tract of land;

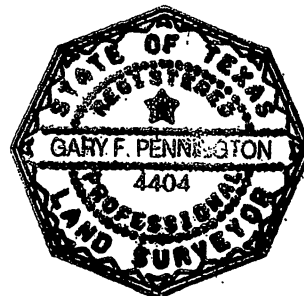
THENCE S 00°14'06"E, with the east line of the herein described 14.67 acre tract of land, and the west line of said 45.53 acre tract, a distance of 859.94 feet to the **POINT OF BEGINNING** containing 14.67 acres of land.

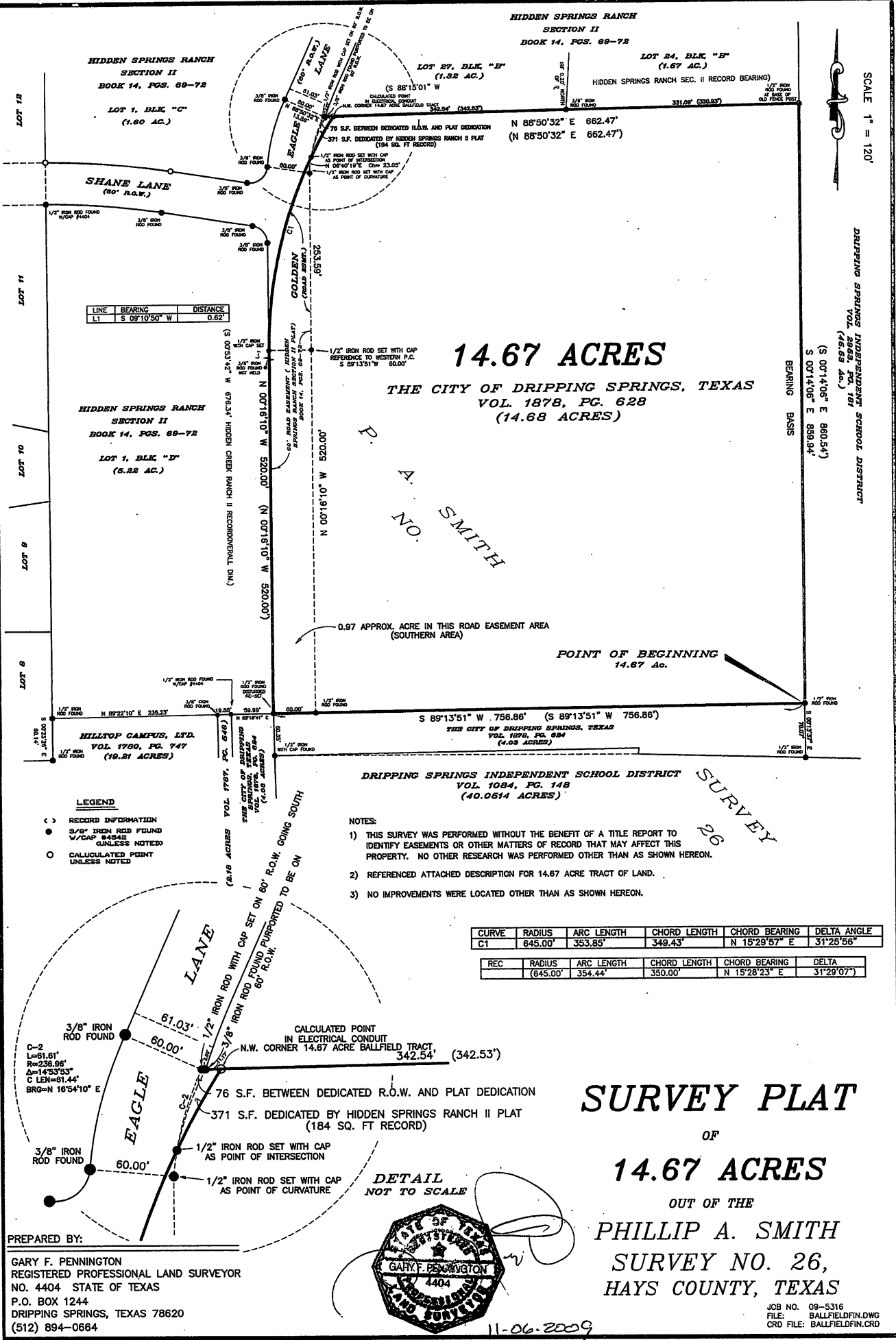
I, Gary F. Pennington, do hereby certify that this description and associated survey plat was prepared from a survey performed under my direction and supervision during November of 2009, and is true and correct to the best of my knowledge and belief.


Gary F. Pennington

11-06-2009
Date

Registered Professional Land Surveyor
No. 4404- State of Texas
P.O. Box 1244, Dripping Springs, Texas 78620, (512) 894-0664





SURVEY PLAT

OF

14.67 ACRES

OUT OF THE

PHILLIP A. SMITH

SURVEY NO. 26,

HAYS COUNTY, TEXAS

SCALE 1" = 120'

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT
VOL. 1084, PG. 148
(40.0614 ACRES)

BEARING BASIS

GENERAL WARRANTY DEED
(EXCHANGE DEED)

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

THAT THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, a general laws municipality ("Grantor"), for and in consideration of the exchange of the Property (hereinafter defined) of even date herewith for that certain real property owned by DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT ("Grantee") and located in Hays County, Texas, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, the real property containing 1.12 acres, more or less, and being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property").


This conveyance, however, is made and accepted expressly subject to any and all easements, rights-of-way and prescriptive rights, whether of record or not; all recorded restrictions, reservations, encumbrances, covenants, conditions, oil and gas leases and mineral reservations if any, relating to or affecting the Property; rights of adjoining owners in any walls and fences situated along a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto Grantee, Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

EXECUTED this 11th day of November, 2009.

"GRANTOR"

The City of Dripping Springs, Hays County, Texas
A general laws municipality

By: 
Name: Bill Foulds
Title: Mayor Pro Tem

Grantee's Address:
510 W. Mercer
P O Box 479
Dripping Springs, Texas 78620

**STATE OF TEXAS
COUNTY OF HAYS**

**1.12 ACRES
PHILLIP A. SMITH SURVEY**

A DESCRIPTION OF A 1.12 ACRE TRACT OF LAND OUT OF THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, HAYS COUNTY, TEXAS, SAID 1.12 ACRES BEING A PORTION OF A CALLED 4.03 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED CONVEYED TO THE CITY OF DRIPPING SPRINGS, TEXAS, IN VOLUME 1878, PAGE 624, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 1.12 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS;

BEGINNING at a ½ inch iron rod found for the northeast corner of the herein described 1.12 acre tract of land, said iron rod being the southeast corner of a called 14.68 acre tract of land described in a Special Warranty Deed to The City Of Dripping Springs, Texas, recorded in Volume 1878, Page 628, Official Public Records of Hays County, Texas, said iron rod also being in the west line of a called 45.53 acre tract of land described in a Warranty Deed to Dripping Springs Independent School District, recorded in Volume 2953, Page 181, Official Public Records of Hays County, Texas;

THENCE S 00°13'37"E, with the east line of the herein described 1.12 acre tract of land, and the west line of said 45.53 acre tract, a distance of 78.07 feet to a ½ inch iron rod found for the southeast corner of the herein described 1.12 acre tract of land, from which a ½ inch iron rod found (origin unknown) bears, S 85°20'22"W, a distance of 6.06 feet for reference, said ½ inch iron rod found (southeast corner of herein described 1.12 acre tract of land) also being in the north line of a called 40.0514 acre tract of land described in a deed to Dripping Springs Independent School District, recorded in Volume 1084, Page 148, Official Public Records of Hays County, Texas;

THENCE N 88°29'53"W, with the south line of the herein described 1.12 acre tract of land and the north line of said 40.0514 acre tract, a distance of 238.29 feet to a 60d nail found in wood fence post for an angle point in the south line of the herein described 1.12 acre tract of land;

THENCE with the south line of the herein described 1.12 acre tract of land and a south line of said 4.03 acre parent tract, the following two (2) courses and distances:

- 1) N 07°26'59"E, a distance of 8.69 feet to a 60d nail found in wood fence post, and
- 2) S 89°11'45"W, a distance of 518.56 feet to a ½ inch iron rod found for the southwest corner of the herein described 1.12 acre tract of land;

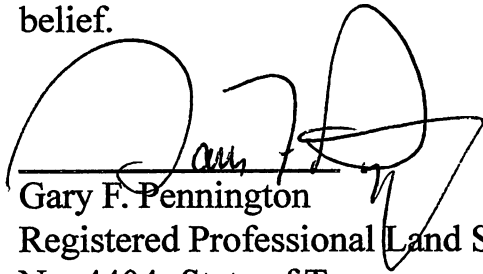
THENCE N 01°25'55"W, crossing said 4.03 acre parent tract, leaving the north line of said 40.0514 acre tract, and with the west line of the herein described 1.12 acre tract of land, a distance of 60.35 feet to a ½ inch iron rod found for the northwest corner of the herein described 1.12 acre tract of land, said iron rod being

the southwest corner of said 14.68 acre tract, said iron rod also being the southeast corner of Lot 1, Blk. "D", Hidden Springs Ranch Section II, a subdivision recorded in Book 14, Page 69, Plat Records of Hays County, Texas;

THENCE N 89°13'51"E, with the north line of the herein described 1.12 acre tract of land and the south line of said 14.68 acre tract, a distance of 756.86 feet to the **POINT OF BEGINNING** containing 1.12 acres of land.

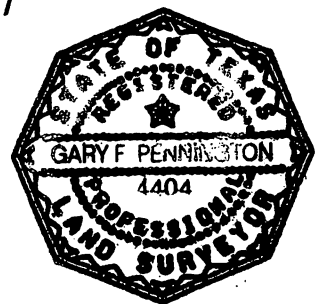
Bearing Basis for the herein described 1.12 acre tract of land is the east line of said 14.68 acre tract, having a bearing of N 00°14'06"W, and a distance of 859.94 feet.

I, Gary F. Pennington, do hereby certify that this description and associated survey plat was prepared from a survey performed under my direction and supervision during November of 2009, and is true and correct to the best of my knowledge and belief.



Gary F. Pennington
Registered Professional Land Surveyor
No. 4404- State of Texas
P.O. Box 1244, Dripping Springs, Texas 78620, (512) 894-0664

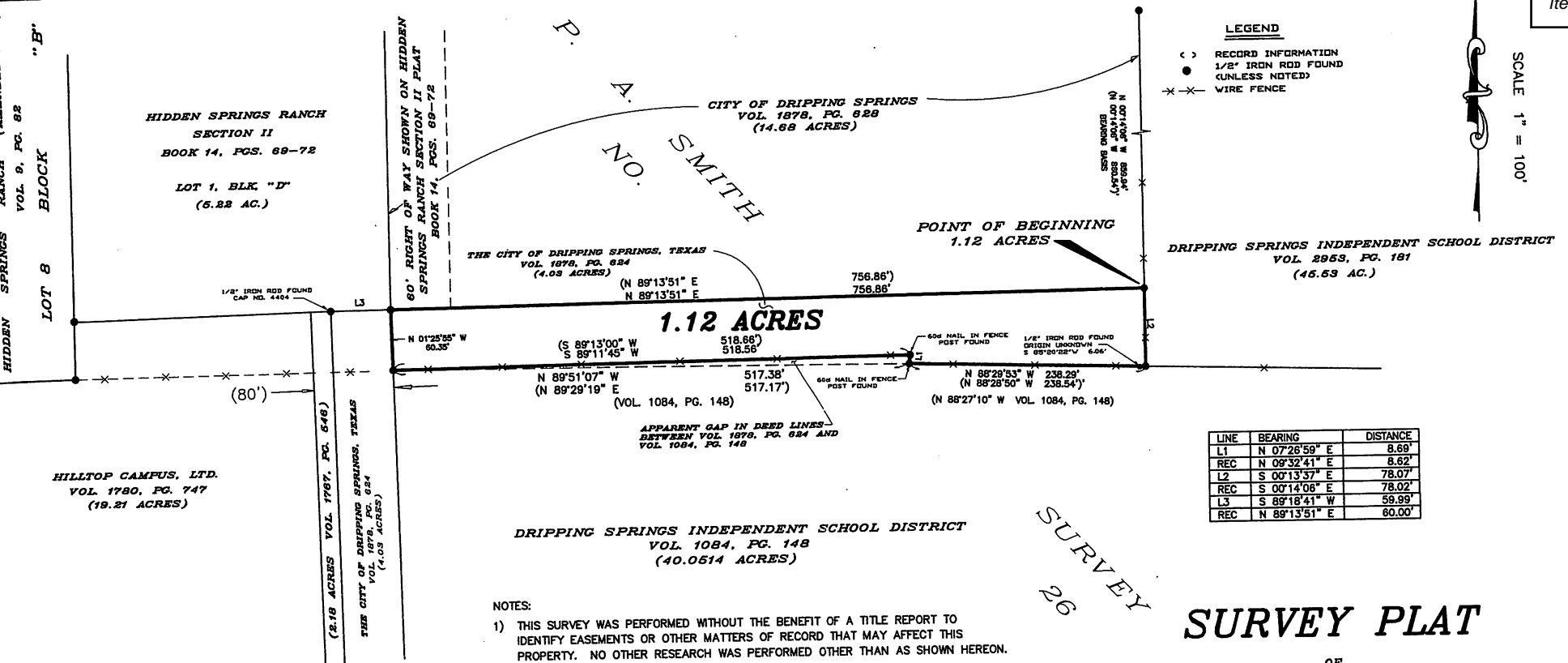
11-09-2009
Date



SCALE 1" = 100'

LEGEND

- () RECORD INFORMATION
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- *-* WIRE FENCE



LINE	BEARING	DISTANCE
L1	N 07°26'59" E	8.69'
REC	N 09°32'41" E	8.62'
L2	S 00°13'37" E	78.07'
REC	S 00°14'06" E	78.02'
L3	S 89°18'41" W	59.99'
REC	N 89°13'51" E	60.00'

SURVEY 26

SURVEY PLAT

OF

1.12 ACRES

OUT OF THE

PHILLIP A. SMITH

SURVEY NO. 26

HAYS COUNTY, TEXAS

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT
VOL. 1084, PG. 148
(40.0614 ACRES)

NOTES:

- 1) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT TO IDENTIFY EASEMENTS OR OTHER MATTERS OF RECORD THAT MAY AFFECT THIS PROPERTY. NO OTHER RESEARCH WAS PERFORMED OTHER THAN AS SHOWN HEREON.
- 2) REFERENCED ATTACHED DESCRIPTION FOR 1.12 ACRE TRACT OF LAND.
- 3) NO IMPROVEMENTS WERE LOCATED OTHER THAN AS SHOWN HEREON.

CERTIFICATION

I, GARY F. PENNINGTON, DO HEREBY CERTIFY THAT THIS PLAT WAS PERFORMED FROM A SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION DURING NOVEMBER 2009, OF THE PROPERTY SHOWN HEREON AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GARY F. PENNINGTON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4404 STATE OF TEXAS
P.O. BOX 1244
DRIPPING SPRINGS, TEXAS 78620
(512) 894-0664

09.11.2009



JOB NO. 09-5316
FILE: CITYBALLSTRIP.DWG
CRD FILE: CITYBALLSTRIP.CRD
UPDATED NOV. 9, 2009 (ROTATED TO 14.67 ACRE TRACT)

RIGHT OF WAY EASEMENT

60'

THE STATE OF TEXAS

§

COUNTY OF HAYS

§

§

KNOW ALL MEN BY THESE PRESENTS:

That, Dripping Springs Independent School District of the County of Hays, State of Texas, a political subdivision of the State of Texas, Acting by and through the President of the Board of Trustees, pursuant to its Resolution dated _____, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) to Grantors in hand paid by the City of Dripping Springs, Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and do by these presents Grant, Bargain, Sell and Convey unto the City of Dripping Springs, Texas an easement for road purposes of laying out, opening, constructing, operating, maintaining and reconstructing a road facility thereon, together with necessary incidentals and appurtenances thereto, in, along, upon and across the tract or parcel of land in Hays County, Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

TO HAVE AND TO HOLD the premises described in Exhibit "A" together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said City of Dripping Springs, Texas forever; and Grantor hereby binds itself, its heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement described in Exhibit "A" unto the City of Dripping

Springs, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2009.

Steve Benesh
President of the Board of Trustees

Acknowledgement

State of Texas
County of Hays

This instrument was acknowledged before me on _____

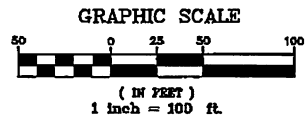
by _____

Notary Public's Signature

B:\05560\05560-04\City Exchange\Right of Way Easement ROA to City 60 foot.doc

SKETCH TO ACCOMPANY DESCRIPTION

60' ROADWAY EASEMENT
SHEET 1 OF 1



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	645.00'	68.79'	6°06'37"	N27°04'02"E	68.75'
C2	645.00'	284.79'	25°17'52"	S11°21'47"W	282.48'

PILLIP A. SMITH
SURVEY NO. 26
ABSTRACT NO. 415

GOLDEN EAGLE LANE
(60' R.O.W.)

BLOCK "B"
LOT 27

HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PAGE 69
P.R.H.C.T.

LOT 24

DRIPPING SPRINGS
INDEPENDENT
SCHOOL DISTRICT
(45.53 ACRES)
VOL. 2953, PG. 181
O.P.R.H.C.T.

S87°49'20"W
10.86'

N87°49'20"E 662.83'

P.O.B.

60' ROADWAY
EASEMENT
(0.936 ACRES)

S87°49'20"W 695.46'

S01°15'19"E
60.00'

CITY OF
DRIPPING SPRINGS, TEXAS.
(14.88 AC)
VOL. 1878, PAGE 628
O.P.R.H.C.T.

S01°15'19"E
799.85'

SHANE LANE
(60' R.O.W.)

LOT 1
BLOCK "D"

HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PAGE 69
P.R.H.C.T.

LEGEND

- ▽ CALCULATED POINT
- 1/2" IRON ROD FOUND (UNLESS STATED)
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.R.H.C.T. PLAT RECORDS HAYS COUNTY, TEXAS

REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SKETCH.

SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. NO MONUMENTATION SET FOR CORNERS.

BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 (CORS) CENTRAL ZONE, AS DERIVED FROM OPUS SOLUTION DATED FEBRUARY 15, 2008

DISTANCES SHOWN HEREON ARE SURFACE VALUES BASED ON A SURFACE ADJUSTMENT FACTOR OF 1.00007683. (SURFACE = GRID X SURFACE ADJUSTMENT FACTOR)

THE CITY OF DRIPPING SPRINGS, TEXAS
(4.03 AC)
VOL. 1878, PG. 624
O.P.R.H.C.T.

SURVEYED BY:

Miguel A. Escobar

MIGUEL A. ESCOBAR
REG. PROF. LAND SURVEYOR
NO. 5630
DATE: 29 Oct 09



Cunningham | Allen
Engineers • Surveyors

3103 Bee Cave Road, Suite 202

Austin, Texas 78746-6819

Tel.: (512) 327-2946

Fax: (512) 327-2973

S:\4520101_Drawings\4520101_Easement_60' Roadway.dwg 10/23/2008 10:54:50 AM CDT

Exhibit " "
Page 1 of 2
October 29, 2009

Easement
0.936 Acres
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

DESCRIPTION

DESCRIPTION OF 0.936 ACRES OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 14.68 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DRIPPING SPRINGS, TEXAS, OF RECORD IN VOLUME 1878, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.936 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod, found for the northeast corner of said 14.68 acre tract, same point being in the west line of that certain called 45.53 acre tract of land described in Volume 2953, Page 181 said Official Public Records and same point being the southeast corner of Lot 24, Block B, Hidden Springs Ranch Section II, recorded in Volume 14, Page 69, of the Plat Records of Hays County, Texas, for the northeast corner of the herein described tract;

THENCE, South 01°15'19" East, with the common line of said 14.68 acre tract and said 45.53 acre tract, a distance of 60.00 feet, to a point for the southeast corner of the herein described tract, from which point a 1/2 inch iron rod found for the southeast corner of said 14.68 acre tract bears South 01°15'19" East a distance of 799.85 feet;

THENCE, South 87°49'20" West, parallel with and 60.00 feet south of the north line of said 14.68 acre tract of land, a distance of 695.46 feet to a point on the east right-of way line of that certain roadway known as Golden Eagle Lane dedicated by Volume 14, Page 69, said Plat Records, said east right-of-way line of Golden Eagle Lane being a curve to the right, having a radius of 645.00 feet;

THENCE, in a northeasterly direction, with said east right-of-way line of Golden Eagle Lane, an arc distance of 68.79 feet and whose chord bears North 27°04'02" East, a distance of 68.75 feet to a calculated point for the northwest corner of said 14.68 acre tract of land in the south line of Lot 27, Block B of said Hidden Springs Ranch, Section II;

MAE
29 Oct 09

Exhibit " _ "
Page 2 of 2
October 29, 2009

Easement
0.936 Acres
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

THENCE, North 87°49'20" East, with the north boundary line of said 14.68 acre tract of land, same line being a south boundary line of said Hidden Springs Ranch Section II, a distance of 662.83 feet to the POINT OF BEGINNING, containing 0.936 acres of land, more or less, within these metes and bounds.

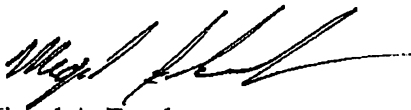
Subject tract described herein is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone, as derived from OPUS solution dated February 15, 2008. Distances hereon are surface values based on a surface adjustment factor of 1.00007683. (Ground = Grid x Surface Adjustment Factor)

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.



Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
State of Texas
Date: 29 Oct 09



RIGHT OF WAY EASEMENT

25'

THE STATE OF TEXAS

§

COUNTY OF HAYS

§

§

KNOW ALL MEN BY THESE PRESENTS:

That, Dripping Springs Independent School District of the County of Hays, State of Texas, a political subdivision of the State of Texas, Acting by and through the President of the Board of Trustees, pursuant to its Resolution dated _____, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) to Grantors in hand paid by the City of Dripping Springs, Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and do by these presents Grant, Bargain, Sell and Convey unto the City of Dripping Springs, Texas an easement for road purposes of laying out, opening, constructing, operating, maintaining and reconstructing a road facility thereon, together with necessary incidentals and appurtenances thereto, in, along, upon and across the tract or parcel of land in Hays County, Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

TO HAVE AND TO HOLD the premises described in Exhibit "A" together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said City of Dripping Springs, Texas forever; and Grantor hereby binds itself, its heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement described in Exhibit "A" unto the City of Dripping

Springs, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2009.

Steve Benesh
President of the Board of Trustees

Acknowledgement

State of Texas
County of Hays

This instrument was acknowledged before me on _____

by _____.

Notary Public's Signature

B:\05560\05560-04\City Exchange\Right of Way Easement ROA to City 25 foot.doc

Exhibit " " "
 Page 1 of 2
 October 29, 2009

25' Roadway Easement
 0.367 acres of Land
 Phillip A. Smith, Survey No. 26
 Abstract Number 415
 Hays County, Texas

DESCRIPTION

DESCRIPTION OF 0.367 ACRES OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 14.68 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DRIPPING SPRINGS, TEXAS, OF RECORD IN VOLUME 1878, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.367 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said 14.68 acre tract, for the southeast corner of Lot 1, Block D, Hidden Springs Ranch, Section II according to the plat recorded in Volume 14, Page 69, Plat Records of Hays County, Texas and in the north line of that certain 4.03 acre tract of land described in deed to the City of Dripping Springs, Texas, of record in Volume 1878, Page 624 of the Official Public Records of Hays County, Texas, from which a 1/2 inch iron rod found with cap stamped "RPLS 4404" for the northwest corner of said 4.03 acre tract bears S88°12'53"W a distance of 60.03 feet;

THENCE N01°17'08"W with the common line of said 14.68 acre tract and said Lot 1, Block D a distance of 520.00 feet to a calculated point at the beginning of a curve to the right in the east right-of-way line of Golden Eagle Lane (60' R.O.W), from which point a 3/8 inch iron rod with cap stamped "RPLS 4542" found in the east line of said Lot 1, Block D and the west right-of-way line of said Golden Eagle Lane bears N01°26'23"W a distance of 155.30 feet;

THENCE with said curve to the right, having a radius distance of 645.00 feet, an arc length of 180.17 feet, a delta angle of 16°00'17" and a chord which bears N06°43'00"E, a distance of 179.59 feet to a point;

THENCE S01°17'08"E over and across said 14.68 acre tract a distance of 697.62 feet to a point in the south line of said 14.68 acre tract and the north line of said 4.03 acre tract, from which point a 1/2 inch iron rod found for the southeast corner of said 14.68 acre tract and the northeast corner of said 4.03 acre tract bears N88°12'53"E a distance of 731.83 feet;

S:\4520101\Supporting Documents\4520101_EASEMENT_25' roadway.doc

*MAS
29 Oct 09*

Exhibit " " "
Page 2 of 2
October 29, 2009

25' Roadway Easement
0.367 acres of Land
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

THENCE S88°12'53"W with the south line of said 14.68 acre tract and the north line of said 4.03 acre tract a distance of 25.00 feet to the POINT OF BEGINNING, containing 0.367 acres of land, more or less, within these metes and bounds.

Subject tract described herein is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone, as derived from OPUS solution dated February 15, 2008. Distances hereon are surface values based on a surface adjustment factor of 1.00007683. (Ground = Grid x Surface Adjustment Factor)

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

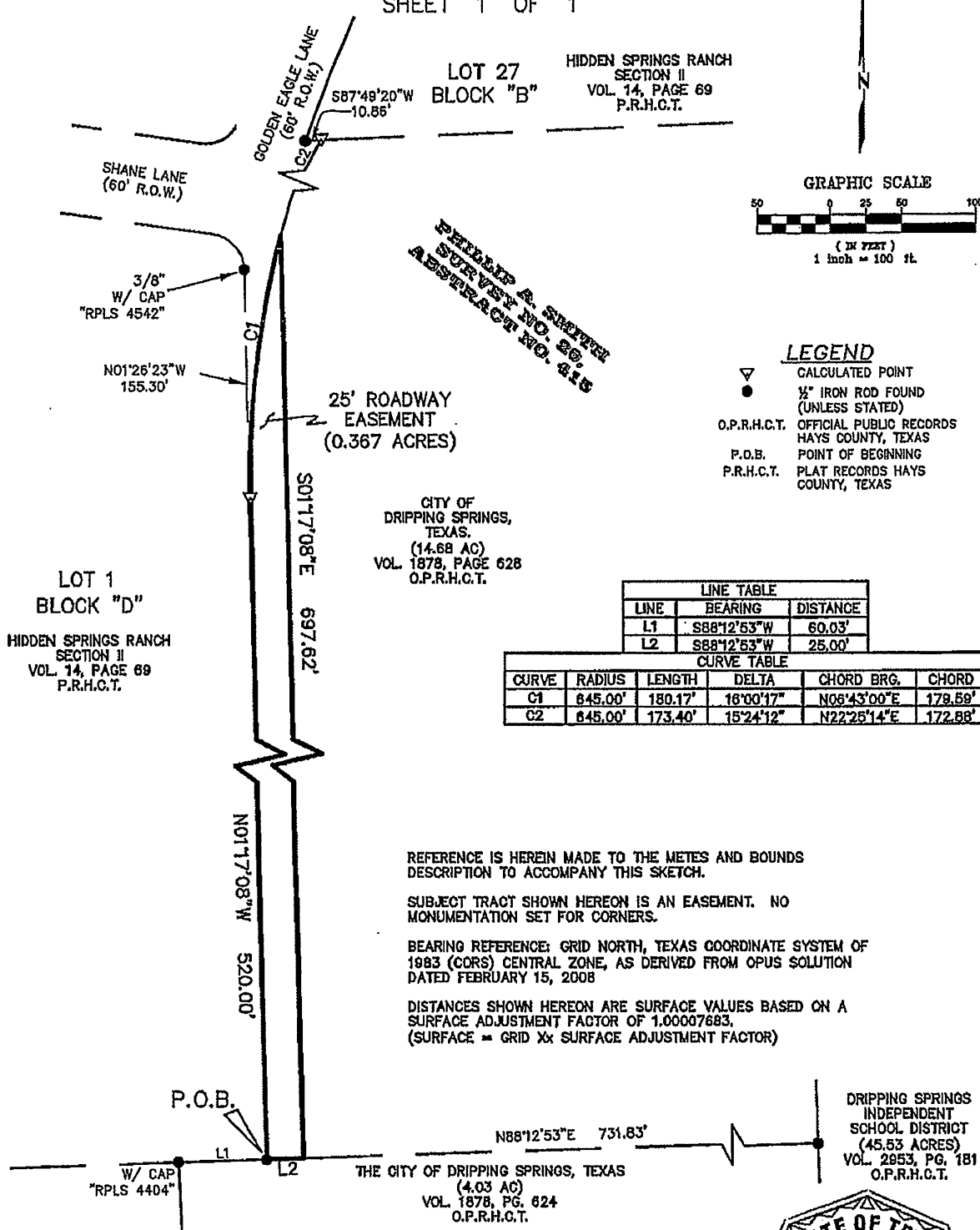


Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
State of Texas
Date: 29 Oct 09

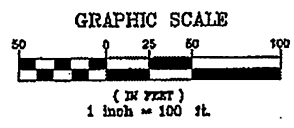


SKETCH TO ACCOMPANY DESCRIPTION

25' ROADWAY EASEMENT
SHEET 1 OF 1



PHILIP A. SMITH
SURVEY NO. 26
ABSTRACT NO. 418



- LEGEND**
- ▽ CALCULATED POINT
 - 1/2" IRON ROD FOUND (UNLESS STATED)
 - O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
 - P.O.B. POINT OF BEGINNING
 - P.R.H.C.T. PLAT RECORDS HAYS COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°12'53"W	60.03'
L2	S88°12'53"W	25.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	645.00'	180.17'	18°00'17"	N08°43'00"E	178.59'
C2	645.00'	173.40'	15°24'12"	N22°25'14"E	172.88'

CITY OF DRIPPING SPRINGS, TEXAS.
(14.68 AC)
VOL. 1878, PAGE 628
O.P.R.H.C.T.

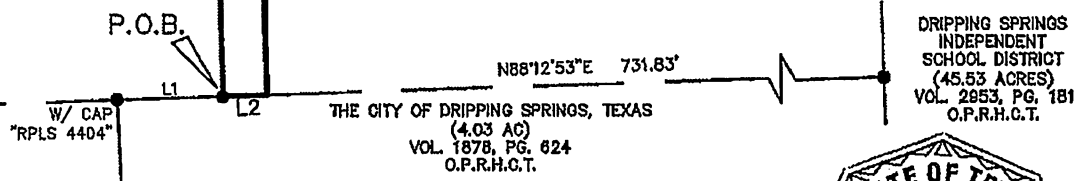
LOT 1
BLOCK "D"
HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PAGE 69
P.R.H.C.T.

REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SKETCH.

SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. NO MONUMENTATION SET FOR CORNERS.

BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 (CORS) CENTRAL ZONE, AS DERIVED FROM OPUS SOLUTION DATED FEBRUARY 15, 2008

DISTANCES SHOWN HEREON ARE SURFACE VALUES BASED ON A SURFACE ADJUSTMENT FACTOR OF 1.00007683.
(SURFACE = GRID Xx SURFACE ADJUSTMENT FACTOR)



DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT
(45.53 ACRES)
VOL. 2853, PG. 181
O.P.R.H.C.T.

THE CITY OF DRIPPING SPRINGS, TEXAS
(4.03 AC)
VOL. 1878, PG. 624
O.P.R.H.C.T.

SURVEYED BY:
Miguel A. Escobar
MIGUEL A. ESCOBAR
REG. PROF. LAND SURVEYOR
NO. 5630
DATE: 290209



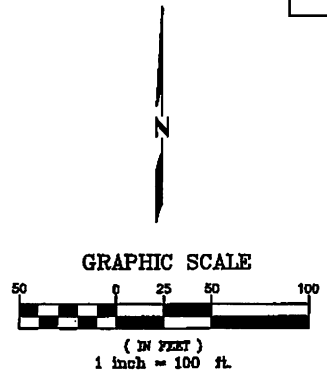
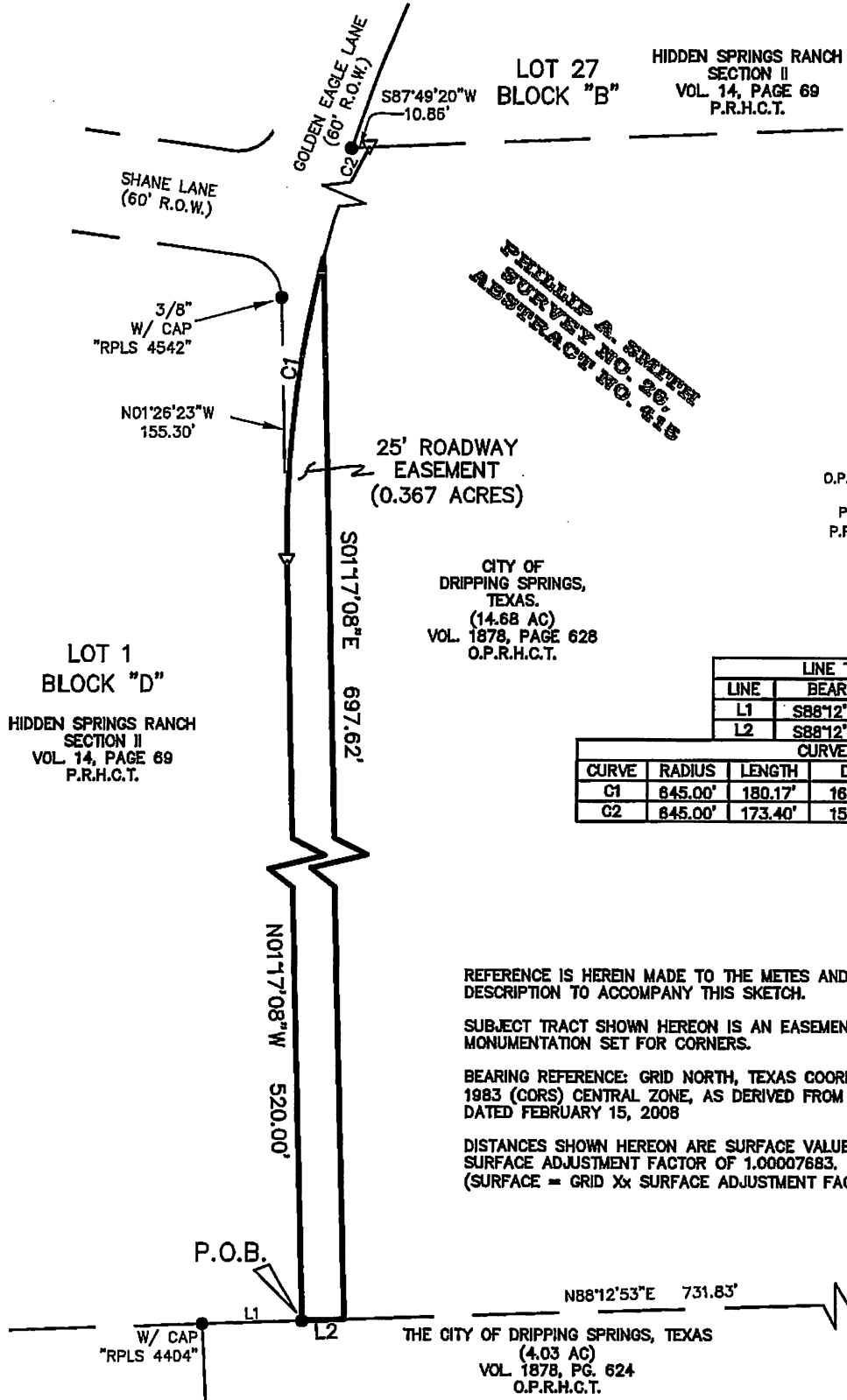
S:\4520101_Drawings\4520101_Easement_25' Roadway.dwg 10/23/2009 9:06:31 AM CDT

CA 3103 Bee Cave Road, Suite 202
Austin, Texas 78746-6819
Cunningham | Allen Tel.: (512) 327-2946
Engineers • Surveyors Fax: (512) 327-2973

SKETCH TO ACCOMPANY DESCRIPTION

25' ROADWAY EASEMENT
SHEET 1 OF 1

Item # 3.



**PHILIP A. SMITH
SURVEY NO. 26
ABSTRACT NO. 418**

- LEGEND**
- ▽ CALCULATED POINT
 - 1/2" IRON ROD FOUND (UNLESS STATED)
 - O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
 - P.O.B. POINT OF BEGINNING
 - P.R.H.C.T. PLAT RECORDS HAYS COUNTY, TEXAS

CITY OF DRIPPING SPRINGS, TEXAS.
(14.68 AC)
VOL. 1878, PAGE 628
O.P.R.H.C.T.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°12'53"W	60.03'
L2	S88°12'53"W	25.00'

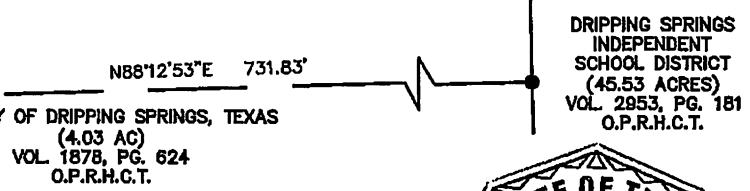
CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	645.00'	180.17'	16°00'17"	N06°43'00"E	179.59'
C2	645.00'	173.40'	15°24'12"	N22°25'14"E	172.88'

REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SKETCH.

SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. NO MONUMENTATION SET FOR CORNERS.

BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 (CORS) CENTRAL ZONE, AS DERIVED FROM OPUS SOLUTION DATED FEBRUARY 15, 2008

DISTANCES SHOWN HEREON ARE SURFACE VALUES BASED ON A SURFACE ADJUSTMENT FACTOR OF 1.00007683.
(SURFACE = GRID Xx SURFACE ADJUSTMENT FACTOR)



DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT (45.53 ACRES) VOL. 2953, PG. 181 O.P.R.H.C.T.

S:\4520101\Drawings\4520101_Easement_25' Roadway.dwg 10/23/2009 9:06:31 AM CDT

CA 3103 Bee Cave Road, Suite 202
Austin, Texas 78746-6819
Cunningham | Allen Tel.: (512) 327-2946
Engineers • Surveyors Fax: (512) 327-2973

SURVEYED BY:
Miguel A. Escobar
MIGUEL A. ESCOBAR
REG. PROF. LAND SURVEYOR
NO. 5630
DATE: 29 Oct 09



DESCRIPTION

DESCRIPTION OF 0.367 ACRES OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 14.68 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DRIPPING SPRINGS, TEXAS, OF RECORD IN VOLUME 1878, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.367 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said 14.68 acre tract, for the southeast corner of Lot 1, Block D, Hidden Springs Ranch, Section II according to the plat recorded in Volume 14, Page 69, Plat Records of Hays County, Texas and in the north line of that certain 4.03 acre tract of land described in deed to the City of Dripping Springs, Texas, of record in Volume 1878, Page 624 of the Official Public Records of Hays County, Texas, from which a 1/2 inch iron rod found with cap stamped "RPLS 4404" for the northwest corner of said 4.03 acre tract bears S88°12'53"W a distance of 60.03 feet;

THENCE N01°17'08"W with the common line of said 14.68 acre tract and said Lot 1, Block D a distance of 520.00 feet to a calculated point at the beginning of a curve to the right in the east right-of-way line of Golden Eagle Lane (60' R.O.W), from which point a 3/8 inch iron rod with cap stamped "RPLS 4542" found in the east line of said Lot 1, Block D and the west right-of-way line of said Golden Eagle Lane bears N01°26'23"W a distance of 155.30 feet;

THENCE with said curve to the right, having a radius distance of 645.00 feet, an arc length of 180.17 feet, a delta angle of 16°00'17" and a chord which bears N06°43'00"E, a distance of 179.59 feet to a point;

THENCE S01°17'08"E over and across said 14.68 acre tract a distance of 697.62 feet to a point in the south line of said 14.68 acre tract and the north line of said 4.03 acre tract, from which point a 1/2 inch iron rod found for the southeast corner of said 14.68 acre tract and the northeast corner of said 4.03 acre tract bears N88°12'53"E a distance of 731.83 feet;

*MAS
24 Oct 09*

THENCE S88°12'53"W with the south line of said 14.68 acre tract and the north line of said 4.03 acre tract a distance of 25.00 feet to the POINT OF BEGINNING, containing 0.367 acres of land, more or less, within these metes and bounds.

Subject tract described herein is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone, as derived from OPUS solution dated February 15, 2008. Distances hereon are surface values based on a surface adjustment factor of 1.00007683. (Ground = Grid x Surface Adjustment Factor)

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.



Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
State of Texas
Date: 29 Oct 09



DRAINAGE EASEMENT

THE STATE OF TEXAS

§

§

COUNTY OF HAYS

§

KNOW ALL MEN BY THESE PRESENTS:

That, Dripping Springs Independent School District of the County of Hays, State of Texas, a political subdivision of the State of Texas, Acting by and through the President of the Board of Trustees, pursuant to its Resolution dated _____, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$ 10.00) to Grantors in hand paid by the City of Dripping Springs, Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, do by these presents Grant, Bargain, Sell and Convey unto the City of Dripping Springs, Texas an easement in, along, upon and across the property which is situated in the County of Hays, State of Texas, which is more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

This easement conveyed herein is for the purpose of opening, constructing and maintaining a permanent channel or drainage easement in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which the City deems necessary.

As a part of the grant hereby made it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said channel or drainage easement may be removed from said premises by the City.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its

violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

TO HAVE AND TO HOLD the premises described in Exhibit "A" for said purposes together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the City of Dripping Springs, Texas forever; and Grantor hereby binds itself, its heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement herein conveyed unto the City of Dripping Springs, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2009.

Steve Benesh
President of the Board of Trustees

Acknowledgement

State of Texas
County of Hays

This instrument was acknowledged before me on _____

by _____.

Notary Public's Signature

B:\05560\05560-04\City Exchange\Drainage Easement.doc

Exhibit " " "
 Page 1 of 2
 October 29, 2009

5' Easement
 3,530 Square Feet of Land
 Phillip A. Smith, Survey No. 26
 Abstract Number 415
 Hays County, Texas

DESCRIPTION

DESCRIPTION OF 3,530 SQUARE FEET OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 14.68 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DRIPPING SPRINGS, TEXAS, OF RECORD IN VOLUME 1878, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 3,530 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the south line of said 14.68 acre tract, same line being the north line of that certain 4.03 acre tract of land described in deed to the City of Dripping Springs, Texas, of record in Volume 1878, Page 624 of the Official Public Records of Hays County, Texas, from which point a 1/2 inch iron rod found in the west line of that certain 45.53 acre tract of land described in deed to Dripping Springs Independent School District, of record in Volume 2953, Page 181 of the Official Public Records of Hays County, Texas for the southeast corner of said 14.68 acre tract, the northeast corner of said 4.03 acre tract bears N88°12'53"E a distance of 726.83 feet;

THENCE S88°12'53"W with the south line of said 14.68 acre tract and the north line of said 4.03 acre tract a distance of 5.00 feet to a point, from which point a 1/2 inch iron rod found in the north line of said 4.03 acre tract, for the southwest corner of said 14.68 acre tract and the southeast corner of Lot 1, Block D, Hidden Springs Ranch, Section II, according to the plat recorded in Volume 14, Page 69 of the Plat Records of Hays County, Texas bears S88°12'53"W a distance of 25.00 feet;

THENCE N01°17'08"W over and across said 14.68 acre tract a distance of 697.62 feet to a point in the east right-of-way line of Golden Eagle Lane (60' R.O.W.) dedicated by said Volume 14, Page 69 and being a curve to the right;

THENCE with said curve to the right, having a radius distance of 645.00 feet, an arc length of 17.33 feet, a delta angle of 01°32'21" and a chord which bears N15°29'18"E, a distance of 17.33 feet to a point, from which a calculated point for the northwest corner of said 14.68 acre tract and in the south line of Lot 27, Block B of said Hidden Springs Ranch, Section II bears N°23'11"25E a distance of 155.70 feet;

MAS
29 Oct 09

Exhibit " "
Page 2 of 2
October 29, 2009

5' Easement
3,530 Square Feet of Land
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

THENCE S01°17'08"E over and across said 14.68 acre tract a distance of 714.16 feet to the POINT OF BEGINNING, containing 3,530 square feet of land, more or less, within these metes and bounds.

Subject tract described herein is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone, as derived from OPUS solution dated February 15, 2008. Distances hereon are surface values based on a surface adjustment factor of 1.00007683. (Ground = Grid x Surface Adjustment Factor)

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

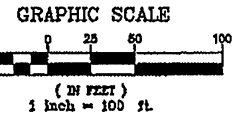
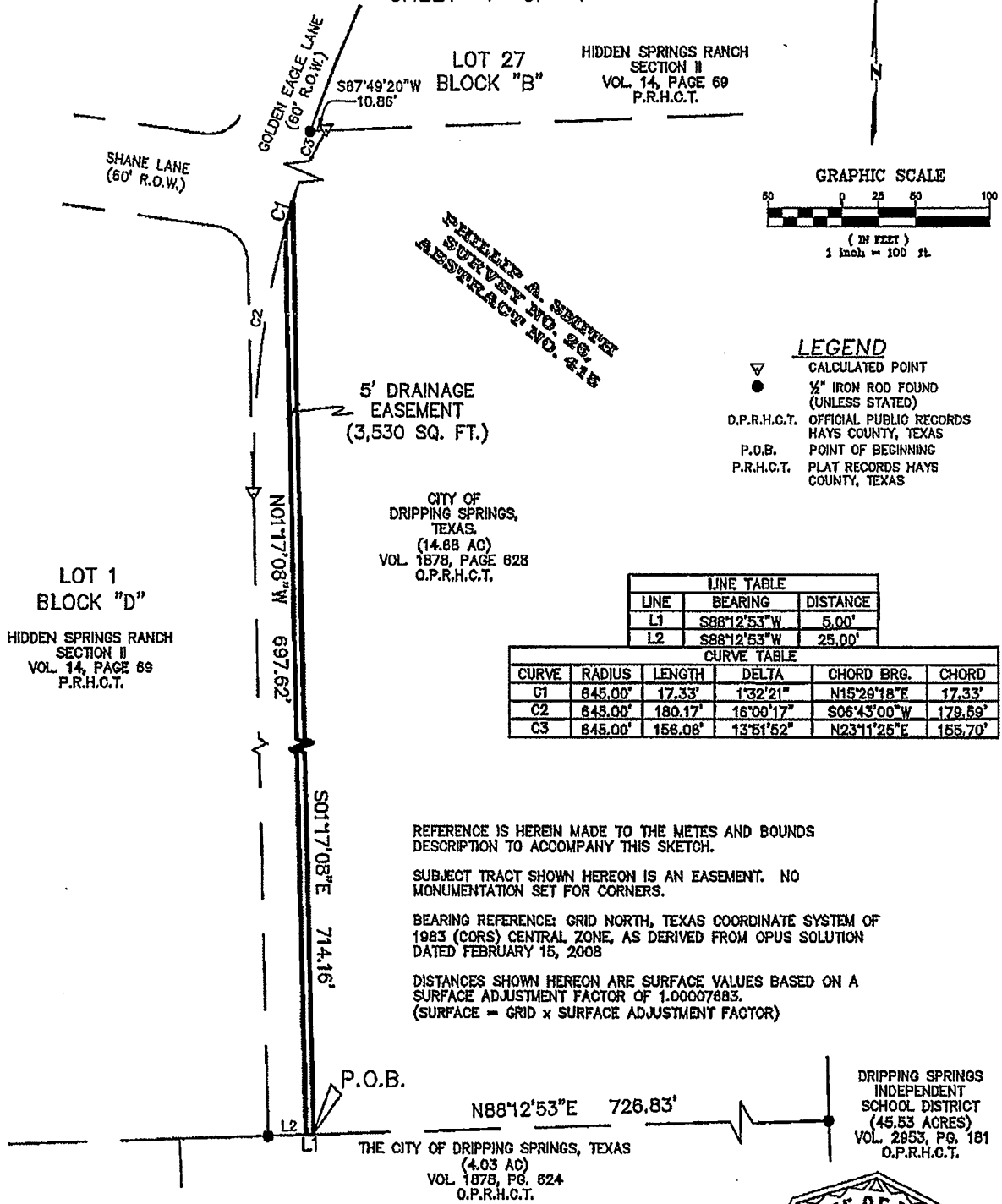
Handwritten signature of Miguel A. Escobar

Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
State of Texas
Date: 29 Oct 09



SKETCH TO ACCOMPANY DESCRIPTION

5' DRAINAGE EASEMENT
SHEET 1 OF 1



- LEGEND**
- ▽ CALCULATED POINT
 - 1/2" IRON ROD FOUND (UNLESS STATED)
 - D.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
 - P.O.B. POINT OF BEGINNING
 - P.R.H.C.T. PLAT RECORDS HAYS COUNTY, TEXAS

CITY OF DRIPPING SPRINGS, TEXAS.
(14.88 AC)
VOL. 1878, PAGE 628
O.P.R.H.C.T.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°12'53"W	5.00'
L2	S88°12'53"W	25.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	645.00'	17.33'	1°32'21"	N15°29'18"E	17.33'
C2	645.00'	180.17'	16°00'17"	S06°43'00"W	179.69'
C3	645.00'	156.08'	13°51'52"	N23°11'25"E	155.70'

REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SKETCH.

SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. NO MONUMENTATION SET FOR CORNERS.

BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 (CORS) CENTRAL ZONE, AS DERIVED FROM OPUS SOLUTION DATED FEBRUARY 15, 2008

DISTANCES SHOWN HEREON ARE SURFACE VALUES BASED ON A SURFACE ADJUSTMENT FACTOR OF 1.00007883.
(SURFACE = GRID x SURFACE ADJUSTMENT FACTOR)

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT (45.53 ACRES) VOL. 2953, PG. 181 O.P.R.H.C.T.

N88°12'53"E 726.83'

THE CITY OF DRIPPING SPRINGS, TEXAS (4.03 AC) VOL. 1875, PG. 624 O.P.R.H.C.T.

S:\4520101\Drawings\4520101_Easement_5' Drainage.dwg 10/23/2009 10:53:35 AM CDT

CA 3103 Bee Cave Road, Suite 202
Austin, Texas 78746-6819
Cunningham | Allen Tel.: (512) 327-2946
Engineers - Surveyors Fax: (512) 327-2973

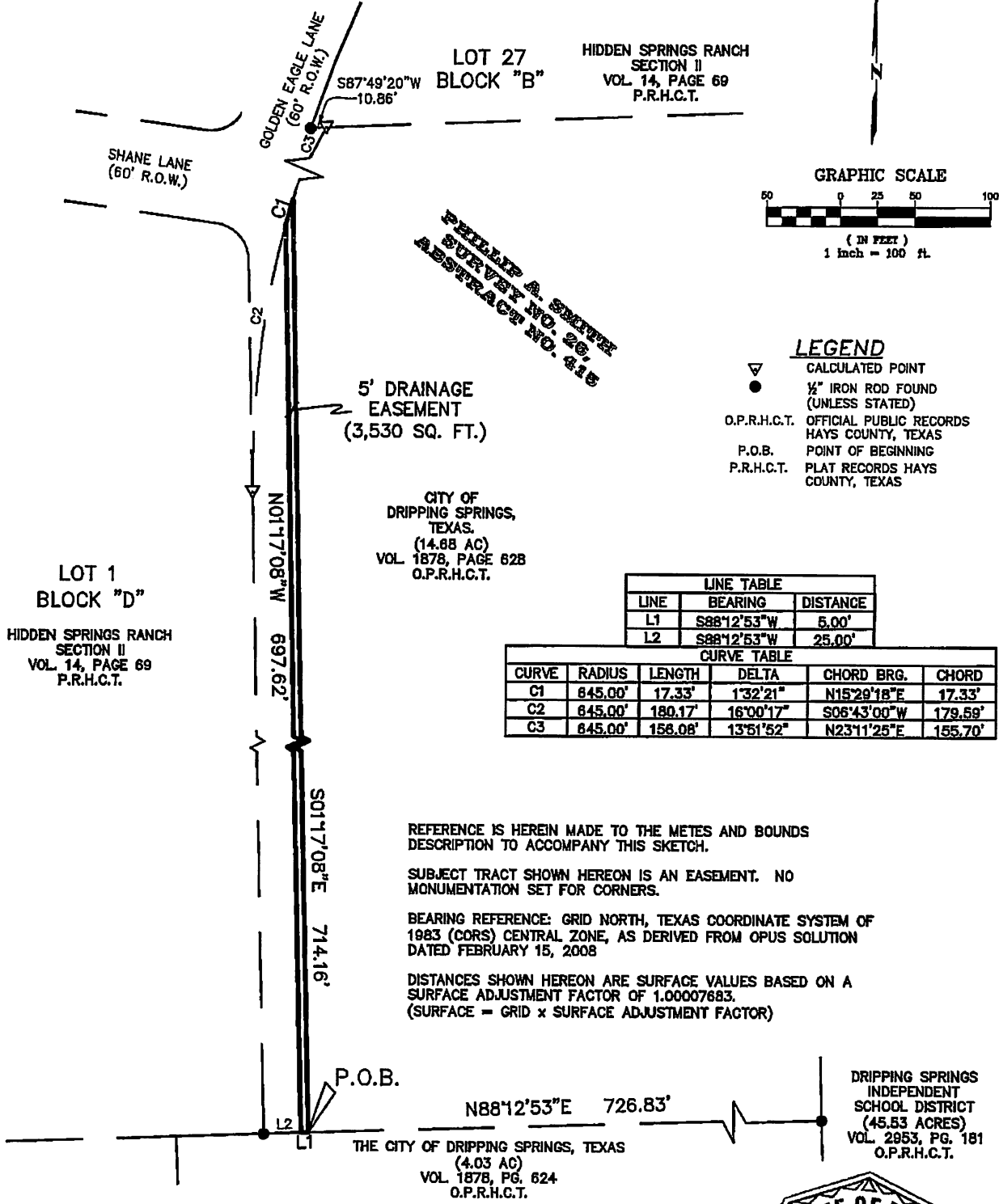
SURVEYED BY:
Miguel A. Escobar
MIGUEL A. ESCOBAR
REG. PROF. LAND SURVEYOR
NO. 5630
DATE: 29 Oct 09



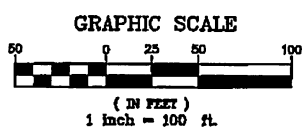
SKETCH TO ACCOMPANY DESCRIPTION

Item # 3.

5' DRAINAGE EASEMENT
SHEET 1 OF 1



PHILIP A. SMITH
SURVEY NO. 26
ABSTRACT NO. 418



- LEGEND**
- ▽ CALCULATED POINT
 - 1/2" IRON ROD FOUND (UNLESS STATED)
 - O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
 - P.O.B. POINT OF BEGINNING
 - P.R.H.C.T. PLAT RECORDS HAYS COUNTY, TEXAS

CITY OF DRIPPING SPRINGS, TEXAS.
(14.88 AC)
VOL. 1878, PAGE 82B
O.P.R.H.C.T.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°12'53"W	5.00'
L2	S88°12'53"W	25.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	645.00'	17.33'	1°32'21"	N15°29'18"E	17.33'
C2	645.00'	180.17'	16°00'17"	S08°43'00"W	179.59'
C3	645.00'	156.08'	13°51'52"	N23°11'25"E	155.70'

REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SKETCH.
SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. NO MONUMENTATION SET FOR CORNERS.

BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 (CORS) CENTRAL ZONE, AS DERIVED FROM OPUS SOLUTION DATED FEBRUARY 15, 2008

DISTANCES SHOWN HEREON ARE SURFACE VALUES BASED ON A SURFACE ADJUSTMENT FACTOR OF 1.00007683.
(SURFACE = GRID x SURFACE ADJUSTMENT FACTOR)

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT
(45.53 ACRES)
VOL. 2953, PG. 181
O.P.R.H.C.T.

THE CITY OF DRIPPING SPRINGS, TEXAS
(4.03 AC)
VOL. 1878, PG. 624
O.P.R.H.C.T.

S:\4520101\Drawings\4520101_Easement_5' Drainage.dwg 10/23/2009 10:53:35 AM CDT

CA 3103 Bee Cave Road, Suite 202
Austin, Texas 78746-6819
Cunningham | Allen Tel.: (512) 327-2946
Engineers • Surveyors Fax: (512) 327-2973

SURVEYED BY:
Miguel A. Escobar
MIGUEL A. ESCOBAR
REG. PROF. LAND SURVEYOR
NO. 5630
DATE: 29 Oct 09



Exhibit " "
Page 1 of 2
October 29, 2009

5' Easement
3,530 Square Feet of Land
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

DESCRIPTION

DESCRIPTION OF 3,530 SQUARE FEET OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 14.68 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DRIPPING SPRINGS, TEXAS, OF RECORD IN VOLUME 1878, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 3,530 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the south line of said 14.68 acre tract, same line being the north line of that certain 4.03 acre tract of land described in deed to the City of Dripping Springs, Texas, of record in Volume 1878, Page 624 of the Official Public Records of Hays County, Texas, from which point a 1/2 inch iron rod found in the west line of that certain 45.53 acre tract of land described in deed to Dripping Springs Independent School District, of record in Volume 2953, Page 181 of the Official Public Records of Hays County, Texas for the southeast corner of said 14.68 acre tract, the northeast corner of said 4.03 acre tract bears N88°12'53"E a distance of 726.83 feet;

THENCE S88°12'53"W with the south line of said 14.68 acre tract and the north line of said 4.03 acre tract a distance of 5.00 feet to a point, from which point a 1/2 inch iron rod found in the north line of said 4.03 acre tract, for the southwest corner of said 14.68 acre tract and the southeast corner of Lot 1, Block D, Hidden Springs Ranch, Section II, according to the plat recorded in Volume 14, Page 69 of the Plat Records of Hays County, Texas bears S88°12'53"W a distance of 25.00 feet;

THENCE N01°17'08"W over and across said 14.68 acre tract a distance of 697.62 feet to a point in the east right-of-way line of Golden Eagle Lane (60' R.O.W.) dedicated by said Volume 14, Page 69 and being a curve to the right;

THENCE with said curve to the right, having a radius distance of 645.00 feet, an arc length of 17.33 feet, a delta angle of 01°32'21" and a chord which bears N15°29'18"E, a distance of 17.33 feet to a point, from which a calculated point for the northwest corner of said 14.68 acre tract and in the south line of Lot 27, Block B of said Hidden Springs Ranch, Section II bears N°23'11"25E a distance of 155.70 feet;

Handwritten signature and date: MDS 29 Oct 09

Exhibit " "
Page 2 of 2
October 29, 2009

5' Easement
3,530 Square Feet of Land
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

THENCE S01°17'08"E over and across said 14.68 acre tract a distance of 714.16 feet to the POINT OF BEGINNING, containing 3,530 square feet of land, more or less, within these metes and bounds.

Subject tract described herein is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone, as derived from OPUS solution dated February 15, 2008. Distances hereon are surface values based on a surface adjustment factor of 1.00007683. (Ground = Grid x Surface Adjustment Factor)

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

[Handwritten signature of Miguel A. Escobar]

Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
State of Texas
Date: 29 Oct 09



VACATION OF RIGHT-OF-WAY

STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS VACATION OF RIGHT-OF-WAY (the "Vacation") is executed by the City of Dripping Springs, Texas, a general laws municipality (the "City").

RECITALS

- A. That certain plat describing Hidden Springs Ranch, Section II located in Hays County, Texas was recorded in Volume 4, Pages 69-72, of the Plat Records of Hay County, Texas (the "Plat");
- B. The land described in the Plat (the "Property") is located within the city limits of the City;
- C. On the Plat, there is designated a right-of-way dedicated by the City which is contiguous to Lot 1 as sown on the Plat and located on land owned by the City (the "Right-of-Way");
- D. The City no longer needs the use of the Right-of-Way and desires to vacate the Right-of-Way from the Plat;

VACATION

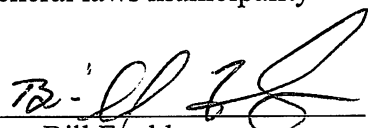
The City hereby abandons and vacates the Right-of Way as follows:

- 1. All references to and authority of the Right-of-Way is hereby removed, deleted and vacated from the Plat.

Except as specifically vacated herein, all other terms, conditions and covenants of the Plat, as herein modified, shall continue in full force and effect.

Dated: November 11, 2009

CITY:
The City of Dripping Springs, Texas
A general laws municipality

By: 
Name: Bill Foulds
Title: Mayor Pro Tem

STATE OF TEXAS

§
§
§

COUNTY OF HAYS

This instrument was acknowledged before me on this 11th day of November, 2009 by Bill Foulds, as Mayor Pro Tem of the City of Dripping Springs, Texas, a Texas general law^s municipality, on behalf of said municipality.

jkf

John Touchstone
Notary Public, State of Texas

My Commission expires: 10/08/2011

Item # 3.

SCALE 1" = 120'

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT
VOL. 1084, PG. 181
(46.69 AC.)

HIDDEN SPRINGS RANCH
SECTION II
BOOK 14, PGS. 69-78

LOT 24, BLK. "B"
(1.67 AC.)

HIDDEN SPRINGS RANCH
SECTION II
BOOK 14, PGS. 69-78

LOT 1, BLK. "C"
(1.80 AC.)

LOT 27, BLK. "B"
(1.98 AC.)

HIDDEN SPRINGS RANCH SEC. II RECORD BEARING

N 88°50'32" E 662.47'
(N 88°50'32" E 662.47')

LINE	BEARING	DISTANCE
L1	S 09°10'50" W	0.62

14.67 ACRES

THE CITY OF DRIPPING SPRINGS, TEXAS
VOL. 1878, PG. 628
(14.68 ACRES)

HIDDEN SPRINGS RANCH
SECTION II
BOOK 14, PGS. 69-78

LOT 1, BLK. "D"
(5.22 AC.)

P. A. SMITH

0.97 APPROX. ACRE IN THIS ROAD EASEMENT AREA
(SOUTHERN AREA)

POINT OF BEGINNING
14.67 Ac.

S 89°13'51" W .756.86' (S 89°13'51" W 756.86')
THE CITY OF DRIPPING SPRINGS, TEXAS
VOL. 1879, PG. 884
(4.08 ACRES)

HILLTOP CAMPUS, LTD.
VOL. 1780, PG. 747
(19.21 ACRES)

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT
VOL. 1084, PG. 148
(40.0514 ACRES)

LEGEND

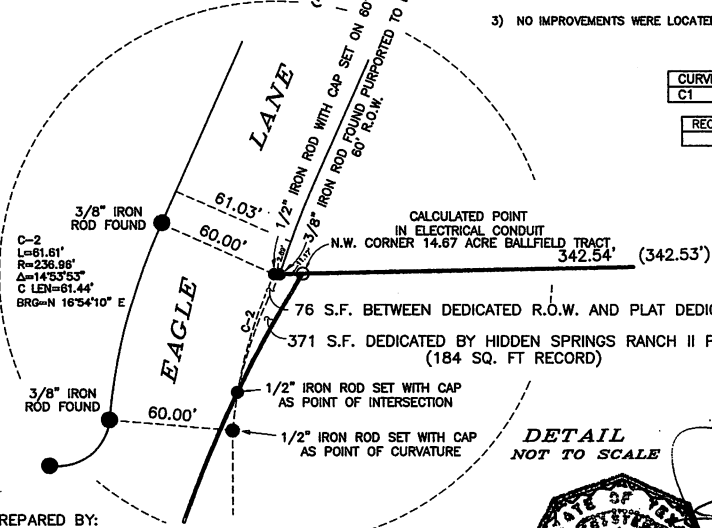
- ◁ RECORD INFORMATION
- 3/8" IRON ROD FOUND
- V/CAP 84542 QUALICISE NOTED
- CALCULATED POINT UNLESS NOTED

NOTES:

- 1) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT TO IDENTIFY EASEMENTS OR OTHER MATTERS OF RECORD THAT MAY AFFECT THIS PROPERTY. NO OTHER RESEARCH WAS PERFORMED OTHER THAN AS SHOWN HEREON.
- 2) REFERENCED ATTACHED DESCRIPTION FOR 14.67 ACRE TRACT OF LAND.
- 3) NO IMPROVEMENTS WERE LOCATED OTHER THAN AS SHOWN HEREON.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	645.00'	353.85'	349.43'	N 15°28'57" E	31°25'56"

REC	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
	(645.00')	354.44'	350.00'	N 15°28'23" E	31°29'07"



SURVEY PLAT

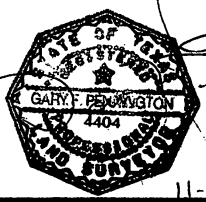
14.67 ACRES

OUT OF THE
PHILLIP A. SMITH
SURVEY NO. 26,
HAYS COUNTY, TEXAS

PREPARED BY:

GARY F. PENNINGTON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4404 STATE OF TEXAS
P.O. BOX 1244
DRIPPING SPRINGS, TEXAS 78620
(512) 894-0664

DETAIL
NOT TO SCALE



11-06-2009

JOB NO. 09-5316
FILE: BALLFIELD.FIN.DWG
CRD FILE: BALLFIELD.FIN.CRD

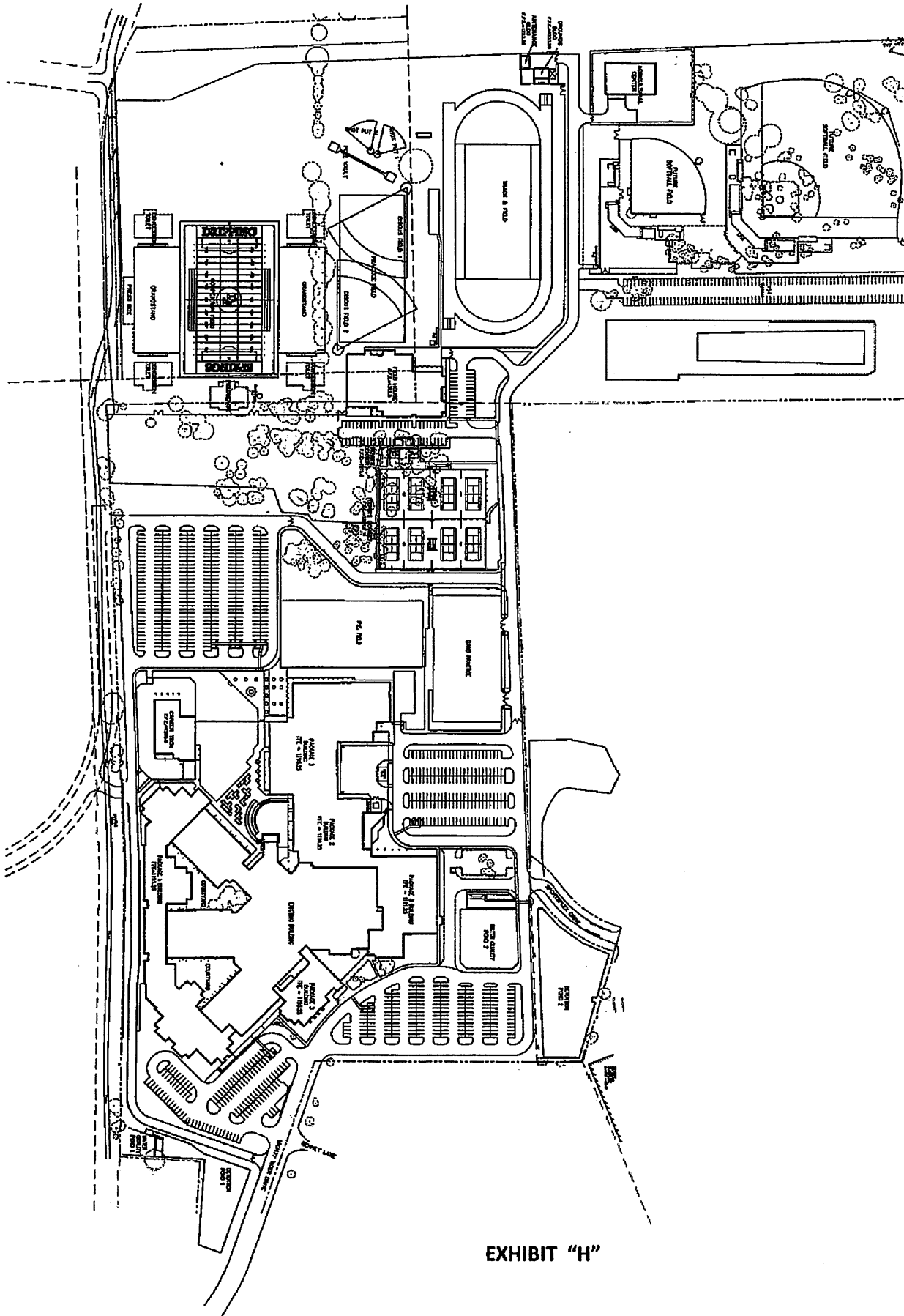
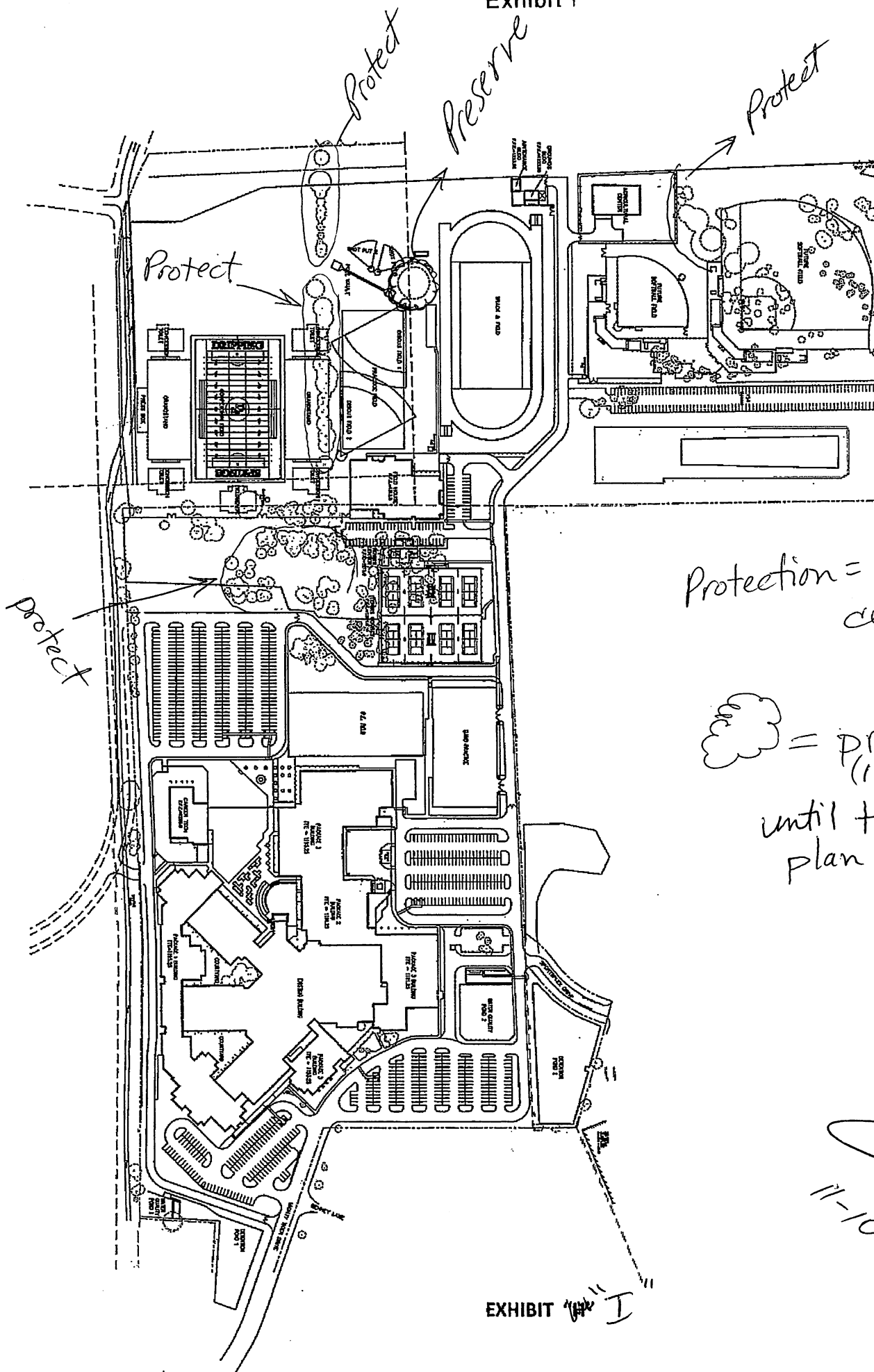


EXHIBIT "H"



Protection = orange construction fence

(cloud symbol) = preserve - (1 tree) until tree mitigation plan is presented

Handwritten signature and date: 11-10-09

EXHIBIT I

COPY

VACATION OF RIGHT-OF-WAY

STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS VACATION OF RIGHT-OF-WAY (the "Vacation") is executed by the City of Dripping Springs, Texas, a general laws municipality (the "City").

RECITALS

- A. That certain plat describing Hidden Springs Ranch, Section II located in Hays County, Texas was recorded in Volume 14, Pages 69-72, of the Plat Records of Hay County, Texas (the "Plat");
- B. The land described in the Plat (the "Property") is located within the city limits of the City;
- C. On the Plat, there is designated a right-of-way dedicated by the City which is contiguous to Lot 1 as shown on the Plat and located on land owned by the City (the "Right-of-Way");
- D. The City no longer needs the use of the Right-of-Way and desires to vacate the Right-of-Way from the Plat;

VACATION

The City hereby abandons and vacates the Right-of Way as follows:

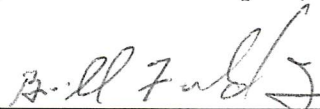
- 1. All references to, and authority of, the Right-of-Way is hereby removed, deleted and vacated from the Plat, and the Right-of-Way and the use thereof is hereby removed, deleted and vacated.

Except as specifically vacated herein, all other terms, conditions and covenants of the Plat, as herein modified, shall continue in full force and effect.

Dated: 11-13-09

CITY:

The City of Dripping Springs, Texas
A general laws municipality

By: 

Name: Bill Foulds
Title: Mayor Pro Tem

STATE OF TEXAS

§
§
§

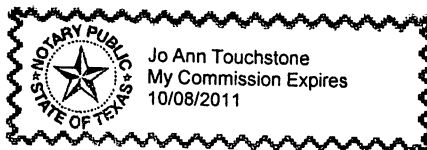
COUNTY OF HAYS

This instrument was acknowledged before me on this 13th day of November, 2009 by Bill Foulds, as Mayor Pro Tem of the City of Dripping Springs, Texas, a Texas general laws municipality, on behalf of said municipality.

Jo Ann Touchstone

Notary Public, State of Texas

My Commission expires: 10/08/2011



COPY

VACATION OF RIGHT-OF-WAY

STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS VACATION OF RIGHT-OF-WAY (the "Vacation") is executed by the City of Dripping Springs, Texas, a general laws municipality (the "City").

RECITALS

- A. That certain plat describing Hidden Springs Ranch, Section II located in Hays County, Texas was recorded in Volume 14, Pages 69-72, of the Plat Records of Hay County, Texas (the "Plat");
- B. The land described in the Plat (the "Property") is located within the city limits of the City;
- C. On the Plat, there is designated a right-of-way dedicated by the City which is contiguous to Lot 1 as shown on the Plat and located on land owned by the City (the "Right-of-Way");
- D. The City no longer needs the use of the Right-of-Way and desires to vacate the Right-of-Way from the Plat;

VACATION

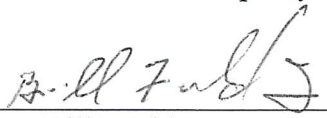
The City hereby abandons and vacates the Right-of Way as follows:

- 1. All references to, and authority of, the Right-of-Way is hereby removed, deleted and vacated from the Plat, and the Right-of-Way and the use thereof is hereby removed, deleted and vacated.

Except as specifically vacated herein, all other terms, conditions and covenants of the Plat, as herein modified, shall continue in full force and effect.

Dated: 11-13-09

CITY:
The City of Dripping Springs, Texas
A general laws municipality

By: 
Name: Bill Foulds
Title: Mayor Pro Tem

STATE OF TEXAS

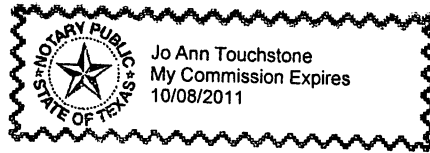
§
§
§

COUNTY OF HAYS

This instrument was acknowledged before me on this 13th day of November, 2009 by Bill Foulds, as Mayor Pro Tem of the City of Dripping Springs, Texas, a Texas general laws municipality, on behalf of said municipality.

Jo Ann Touchstone
Notary Public, State of Texas

My Commission expires: 10/08/2011



COPY

GENERAL WARRANTY DEED
(EXCHANGE DEED)

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

THAT THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, a general laws municipality ("Grantor"), for and in consideration of the exchange of the Property (hereinafter defined) of even date herewith for that certain real property owned by DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT ("Grantee") and located in Hays County, Texas, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, the real property containing 14.67 acres, more or less, and being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property").

This conveyance, however, is made and accepted expressly subject to any and all easements, rights-of-way and prescriptive rights, whether of record or not; all recorded restrictions, reservations, encumbrances, covenants, conditions, oil and gas leases and mineral reservations if any, relating to or affecting the Property; rights of adjoining owners in any walls and fences situated along a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto Grantee, Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

EXECUTED this 11th day of November, 2009.

"GRANTOR"

The City of Dripping Springs, Hays County, Texas
A general laws municipality

By: Bill Foulds
Name: Bill Foulds
Title: Mayor Pro Tem

Grantee's Address:
510 W. Mercer
P O Box 479
Dripping Springs, Texas 78620

STATE OF TEXAS §
 §
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me on the 11th day of November, 2009 by Bill Foulds, Mayor Pro Tem of the City of Dripping Springs, Hays County, Texas, a general laws municipality, on behalf of said municipality.

Jo Ann Touchstone
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: 11/08/2011

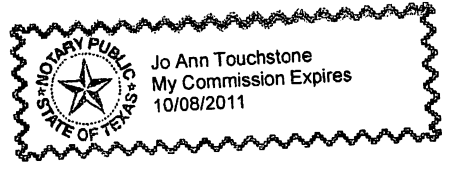


EXHIBIT "A"

STATE OF TEXAS
COUNTY OF HAYS

14.67 ACRES
PHILLIP A. SMITH SURVEY

A DESCRIPTION OF A 14.67 ACRE TRACT OF LAND OUT OF THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, HAYS COUNTY, TEXAS, SAID 14.67 ACRES BEING ALL OF CALLED 14.68 ACRE TRACT OF LAND DESCRIBED IN A DEED CONVEYED TO THE CITY OF DRIPPING SPRINGS, TEXAS, IN VOLUME 1878, PAGE 628, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 14.67 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS;

BEGINNING at a 1/2 inch iron rod found for the southeast corner of the herein described 14.67 acre tract of land, said iron rod being the northeast corner of a called 4.03 acre tract of land described in a Special Warranty Deed to The City Of Dripping Springs, Texas, recorded in Volume 1878, Page 624, Official Public Records of Hays County, Texas, said iron rod also being in the west line of a called 45.53 acre tract of land described in a Warranty Deed to Dripping Springs Independent School District, recorded in Volume 2953, Page 181, Official Public Records of Hays County, Texas;

THENCE S 89°13'51"W, with the north line of said 4.03 acre tract, and the south line of the herein described 14.67 acre tract of land, a distance of 756.86 feet to a 1/2 inch iron rod set with cap for the southwest corner of the herein described 14.67 acre tract of land, said iron rod also being the southeast corner of Lot 1, Block "D", Hidden Springs Ranch Section II, a subdivision recorded in Book 14, Page 69, Plat Records of Hays County, Texas;

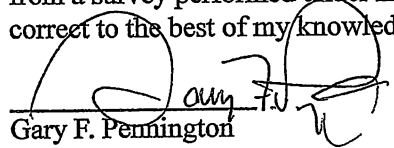
THENCE N 00°16'10"W, with the west line of the herein described 14.67 acre tract of land, and the east line of said Lot 1, a distance of 520.00 feet to a 1/2 inch iron rod set with cap for the point of curvature in the west line of the herein described 14.67 acre tract of land;

THENCE along the arc of a curve to the right, a distance of 353.85 feet, said curve having a radius of 645.00 feet, a chord bearing of N 15°29'57"E, and distance of 349.43 feet to a calculated point for the northwest corner of the herein described 14.67 acre tract of land, said point also being in the south line of Lot 27, Block "B", of said Hidden Springs Ranch Section II;

THENCE N 88°50'32"E, with the north line of the herein described 14.67 acre tract of land, and the southern line of said Hidden Springs Ranch Section II, a distance of 662.47 feet to a 1/2 inch iron rod found in the west line of said 45.53 acre tract, for the northeast corner of the herein described 14.67 acre tract of land;

THENCE S 00°14'06"E, with the east line of the herein described 14.67 acre tract of land, and the west line of said 45.53 acre tract, a distance of 859.94 feet to the **POINT OF BEGINNING** containing 14.67 acres of land.

I, Gary F. Pennington, do hereby certify that this description and associated survey plat was prepared from a survey performed under my direction and supervision during November of 2009, and is true and correct to the best of my knowledge and belief.



Gary F. Pennington
Registered Professional Land Surveyor
No. 4404- State of Texas
P.O. Box 1244, Dripping Springs, Texas 78620, (512) 894-0664

11-06-2009
Date



89172

SCALE 1" = 120'

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT
VOL. 1969, PG. 181
(16.69 AC.)
S 00°14'08" E 899.94'
(S 00°14'08" E 860.54')

HIDDEN SPRINGS RANCH
SECTION II
BOOK 14, PGS. 69-72

LOT 24, BLK. "E"
(1.67 AC.)
HIDDEN SPRINGS RANCH SEC. II RECORD BEARING

HIDDEN SPRINGS RANCH
SECTION II
BOOK 14, PGS. 69-72
LOT 1, BLK. "C"
(1.60 AC.)

LOT 27, BLK. "E"
(1.52 AC.)

14.67 ACRES

THE CITY OF DRIPPING SPRINGS, TEXAS
VOL. 1878, PG. 628
(14.68 ACRES)

P. A. SMITH

0.97 APPROX. ACRE IN THIS ROAD EASEMENT AREA
(SOUTHERN AREA)

POINT OF BEGINNING
14.67 Ac.

LINE	BEARING	DISTANCE
L1	S 09°10'50" W	0.62'

HIDDEN SPRINGS RANCH
SECTION II
BOOK 14, PGS. 69-72
LOT 1, BLK. "D"
(5.22 AC.)

HILLTOP CAMPUS, LTD.
VOL. 1780, PG. 747
(19.21 ACRES)

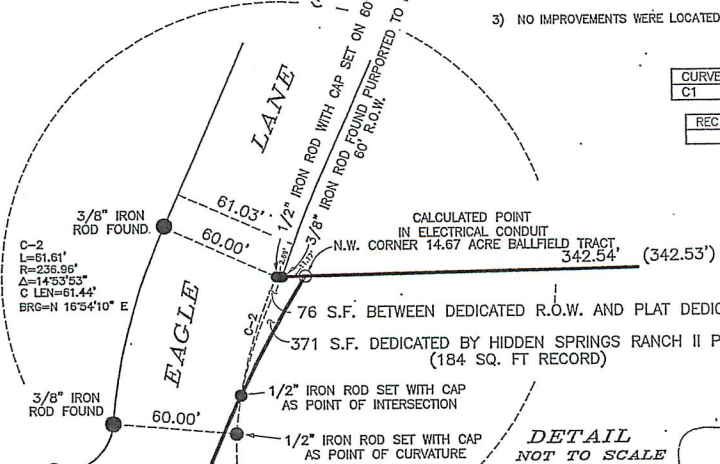
DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT
VOL. 1084, PG. 148
(40.0514 ACRES)

- LEGEND**
- ◁ RECORD INFORMATION
 - 3/8" IRON ROD FOUND
 - ◊ 1/2" CAP #4542 (UNLESS NOTED)
 - CALCULATED POINT UNLESS NOTED

- NOTES:**
- 1) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT TO IDENTIFY EASEMENTS OR OTHER MATTERS OF RECORD THAT MAY AFFECT THIS PROPERTY. NO OTHER RESEARCH WAS PERFORMED OTHER THAN AS SHOWN HEREON.
 - 2) REFERENCED ATTACHED DESCRIPTION FOR 14.67 ACRE TRACT OF LAND.
 - 3) NO IMPROVEMENTS WERE LOCATED OTHER THAN AS SHOWN HEREON.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	645.00'	353.85'	349.43'	N 15°29'57" E	31°25'56"

REC	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
	645.00'	354.44'	350.00'	N 15°28'23" E	31°29'07"



SURVEY PLAT

OF
14.67 ACRES

OUT OF THE
**PHILLIP A. SMITH
SURVEY NO. 26,
HAYS COUNTY, TEXAS**

DETAIL
NOT TO SCALE



PREPARED BY:
GARY F. PENNINGTON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4404 STATE OF TEXAS
P.O. BOX 1244
DRIPPING SPRINGS, TEXAS 78620
(512) 894-0664

JOB NO. 09-5316
FILE: BALLFIELDPIN.DWG
CRD FILE: BALLFIELDPIN.CRD

11272

11-06-2009

COPY

GENERAL WARRANTY DEED
(EXCHANGE DEED)

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

THAT THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, a general laws municipality ("Grantor"), for and in consideration of the exchange of the Property (hereinafter defined) of even date herewith for that certain real property owned by DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT ("Grantee") and located in Hays County, Texas, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, the real property containing 1.12 acres, more or less, and being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property").

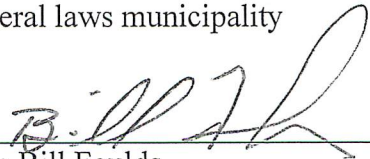
This conveyance, however, is made and accepted expressly subject to any and all easements, rights-of-way and prescriptive rights, whether of record or not; all recorded restrictions, reservations, encumbrances, covenants, conditions, oil and gas leases and mineral reservations if any, relating to or affecting the Property; rights of adjoining owners in any walls and fences situated along a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto Grantee, Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

EXECUTED this 11th day of November, 2009.

"GRANTOR"

The City of Dripping Springs, Hays County, Texas
A general laws municipality

By: 
Name: Bill Foulds
Title: Mayor Pro Tem

Grantee's Address:
510 W. Mercer
P O Box 479
Dripping Springs, Texas 78620

STATE OF TEXAS §
 §
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me on the 11th day of November, 2009 by Bill Fuels, Mayor Pro Tem of the City of Dripping Springs, Hays County, Texas, a general laws municipality, on behalf of said municipality.

Jo Ann Touchstone
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: 10/08/2011

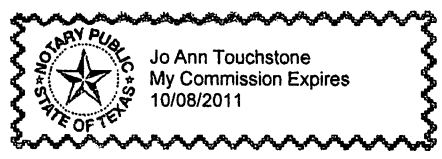


EXHIBIT "A"

**STATE OF TEXAS
COUNTY OF HAYS**

**1.12 ACRES
PHILLIP A. SMITH SURVEY**

A DESCRIPTION OF A 1.12 ACRE TRACT OF LAND OUT OF THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, HAYS COUNTY, TEXAS, SAID 1.12 ACRES BEING A PORTION OF A CALLED 4.03 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED CONVEYED TO THE CITY OF DRIPPING SPRINGS, TEXAS, IN VOLUME 1878, PAGE 624, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 1.12 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS;

BEGINNING at a ½ inch iron rod found for the northeast corner of the herein described 1.12 acre tract of land, said iron rod being the southeast corner of a called 14.68 acre tract of land described in a Special Warranty Deed to The City Of Dripping Springs, Texas, recorded in Volume 1878, Page 628, Official Public Records of Hays County, Texas, said iron rod also being in the west line of a called 45.53 acre tract of land described in a Warranty Deed to Dripping Springs Independent School District, recorded in Volume 2953, Page 181, Official Public Records of Hays County, Texas;

THENCE S 00°13'37"E, with the east line of the herein described 1.12 acre tract of land, and the west line of said 45.53 acre tract, a distance of 78.07 feet to a ½ inch iron rod found for the southeast corner of the herein described 1.12 acre tract of land, from which a ½ inch iron rod found (origin unknown) bears, S 85°20'22"W, a distance of 6.06 feet for reference, said ½ inch iron rod found (southeast corner of herein described 1.12 acre tract of land) also being in the north line of a called 40.0514 acre tract of land described in a deed to Dripping Springs Independent School District, recorded in Volume 1084, Page 148, Official Public Records of Hays County, Texas;

THENCE N 88°29'53"W, with the south line of the herein described 1.12 acre tract of land and the north line of said 40.0514 acre tract, a distance of 238.29 feet to a 60d nail found in wood fence post for an angle point in the south line of the herein described 1.12 acre tract of land;

THENCE with the south line of the herein described 1.12 acre tract of land and a south line of said 4.03 acre parent tract, the following two (2) courses and distances:

- 1) N 07°26'59"E, a distance of 8.69 feet to a 60d nail found in wood fence post, and
- 2) S 89°11'45"W, a distance of 518.56 feet to a ½ inch iron rod found for the southwest corner of the herein described 1.12 acre tract of land;

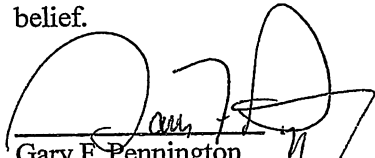
THENCE N 01°25'55"W, crossing said 4.03 acre parent tract, leaving the north line of said 40.0514 acre tract, and with the west line of the herein described 1.12 acre tract of land, a distance of 60.35 feet to a ½ inch iron rod found for the northwest corner of the herein described 1.12 acre tract of land, said iron rod being

the southwest corner of said 14.68 acre tract, said iron rod also being the southeast corner of Lot 1, Blk. "D", Hidden Springs Ranch Section II, a subdivision recorded in Book 14, Page 69, Plat Records of Hays County, Texas;

THENCE N 89°13'51"E, with the north line of the herein described 1.12 acre tract of land and the south line of said 14.68 acre tract, a distance of 756.86 feet to the **POINT OF BEGINNING** containing 1.12 acres of land.

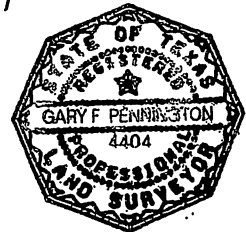
Bearing Basis for the herein described 1.12 acre tract of land is the east line of said 14.68 acre tract, having a bearing of N 00°14'06"W, and a distance of 859.94 feet.

I, Gary F. Pennington, do hereby certify that this description and associated survey plat was prepared from a survey performed under my direction and supervision during November of 2009, and is true and correct to the best of my knowledge and belief.

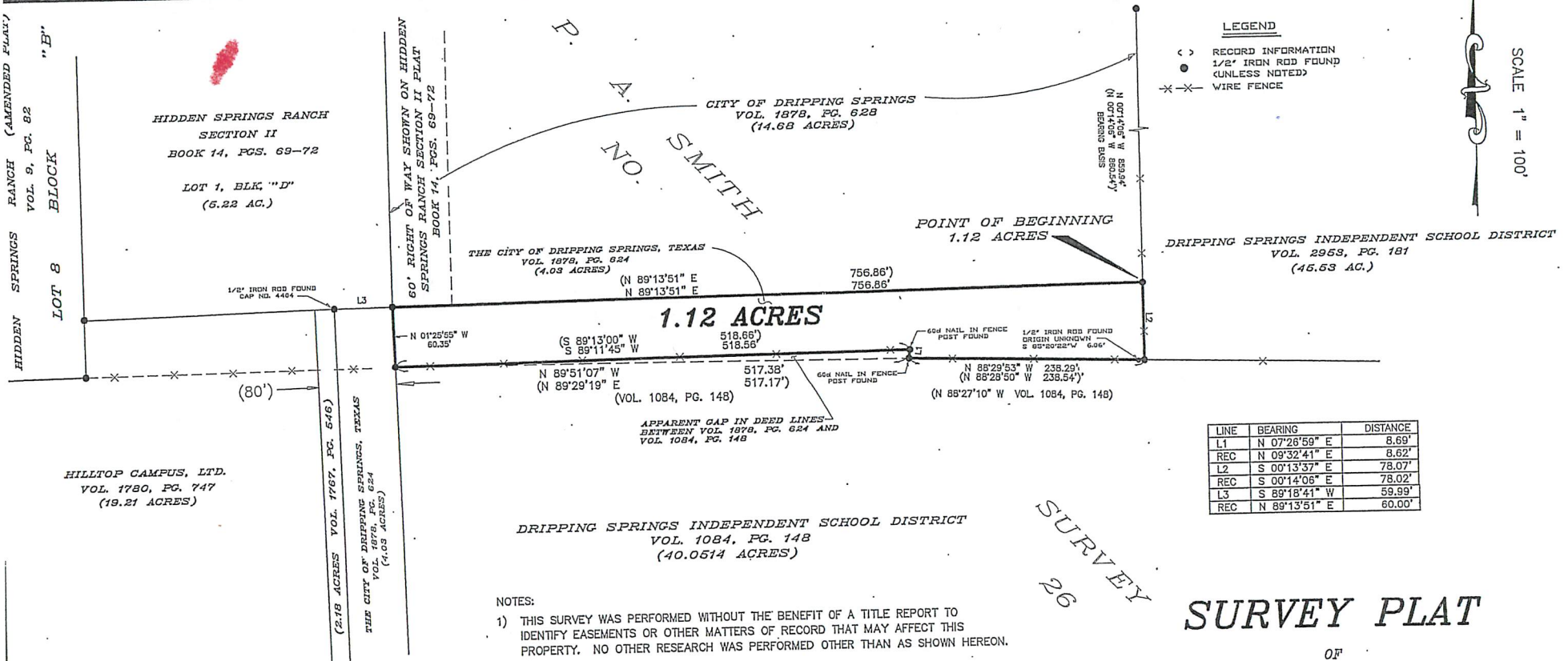


Gary F. Pennington
Registered Professional Land Surveyor
No. 4404- State of Texas
P.O. Box 1244, Dripping Springs, Texas 78620, (512) 894-0664

11-09-2009
Date



SCALE 1" = 100'



- NOTES:
- 1) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT TO IDENTIFY EASEMENTS OR OTHER MATTERS OF RECORD THAT MAY AFFECT THIS PROPERTY. NO OTHER RESEARCH WAS PERFORMED OTHER THAN AS SHOWN HEREON.
 - 2) REFERENCED ATTACHED DESCRIPTION FOR 1.12 ACRE TRACT OF LAND.
 - 3) NO IMPROVEMENTS WERE LOCATED OTHER THAN AS SHOWN HEREON.

CERTIFICATION
 I, GARY F. PENNINGTON, DO HEREBY CERTIFY THAT THIS PLAT WAS PERFORMED FROM A SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION DURING NOVEMBER 2009, OF THE PROPERTY SHOWN HEREON AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GARY F. PENNINGTON
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 4404 STATE OF TEXAS
 P.O. BOX 1244
 DRIPPING SPRINGS, TEXAS 78620
 (512) 894-0664

09.11.2009



SURVEY
 26

SURVEY PLAT

OF
1.12 ACRES
 OUT OF THE
 PHILLIP A. SMITH
 SURVEY NO. 26
 HAYS COUNTY, TEXAS

JOB NO. 09-5316
 FILE: CITYBALLSTRIP.DWG
 CRD FILE: CITYBALLSTRIP.CRD
 UPDATED NOV. 9, 2009 (ROTATED TO 14.67 ACRE TRACT)

COPY

RIGHT OF WAY EASEMENT

60'

THE STATE OF TEXAS

§

§

COUNTY OF HAYS

§

KNOW ALL MEN BY THESE PRESENTS:

That, Dripping Springs Independent School District of the County of Hays, State of Texas, a political subdivision of the State of Texas, Acting by and through the President of the Board of Trustees, pursuant to its Resolution dated November 11, 2009, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) to Grantors in hand paid by the City of Dripping Springs, Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and do by these presents Grant, Bargain, Sell and Convey unto the City of Dripping Springs, Texas an easement for road purposes of laying out, opening, constructing, operating, maintaining and reconstructing a road facility thereon, together with necessary incidentals and appurtenances thereto, in, along, upon and across the tract or parcel of land in Hays County, Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

TO HAVE AND TO HOLD the premises described in Exhibit "A" together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said City of Dripping Springs, Texas forever; and Grantor hereby binds itself, its heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement described in Exhibit "A" unto the City of Dripping

Springs, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 12 day of November, 2009.



Steve Benesh
President of the Board of Trustees

Acknowledgement

State of Texas
County of Hays

This instrument was acknowledged before me on November 12, 2009

by Texas Drivers License


Notary Public's Signature

B:\05560\05560-04\City Exchange\Right of Way Easement ROA to City 60 foot.doc

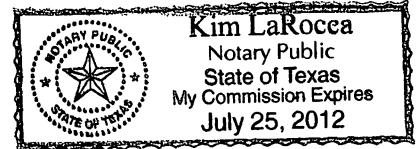


Exhibit " "
Page 1 of 2
October 29, 2009

Easement
0.936 Acres
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

DESCRIPTION

DESCRIPTION OF 0.936 ACRES OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 14.68 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DRIPPING SPRINGS, TEXAS, OF RECORD IN VOLUME 1878, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.936 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod, found for the northeast corner of said 14.68 acre tract, same point being in the west line of that certain called 45.53 acre tract of land described in Volume 2953, Page 181 said Official Public Records and same point being the southeast corner of Lot 24, Block B, Hidden Springs Ranch Section II, recorded in Volume 14, Page 69, of the Plat Records of Hays County, Texas, for the northeast corner of the herein described tract;

THENCE, South 01°15'19" East, with the common line of said 14.68 acre tract and said 45.53 acre tract, a distance of 60.00 feet, to a point for the southeast corner of the herein described tract, from which point a 1/2 inch iron rod found for the southeast corner of said 14.68 acre tract bears South 01°15'19" East a distance of 799.85 feet;

THENCE, South 87°49'20" West, parallel with and 60.00 feet south of the north line of said 14.68 acre tract of land, a distance of 695.46 feet to a point on the east right-of way line of that certain roadway known as Golden Eagle Lane dedicated by Volume 14, Page 69, said Plat Records, said east right-of-way line of Golden Eagle Lane being a curve to the right, having a radius of 645.00 feet;

THENCE, in a northeasterly direction, with said east right-of-way line of Golden Eagle Lane, an arc distance of 68.79 feet and whose chord bears North 27°04'02" East, a distance of 68.75 feet to a calculated point for the northwest corner of said 14.68 acre tract of land in the south line of Lot 27, Block B of said Hidden Springs Ranch, Section II;

MAC
29 Oct 09

Exhibit " "
Page 2 of 2
October 29, 2009

Easement
0.936 Acres
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

THENCE, North 87°49'20" East, with the north boundary line of said 14.68 acre tract of land, same line being a south boundary line of said Hidden Springs Ranch Section II, a distance of 662.83 feet to the POINT OF BEGINNING, containing 0.936 acres of land, more or less, within these metes and bounds.

Subject tract described herein is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone, as derived from OPUS solution dated February 15, 2008. Distances hereon are surface values based on a surface adjustment factor of 1.00007683. (Ground = Grid x Surface Adjustment Factor)

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

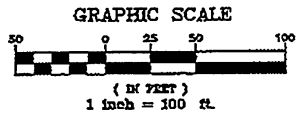
[Handwritten signature of Miguel A. Escobar]

Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
State of Texas
Date: 29 Oct 09



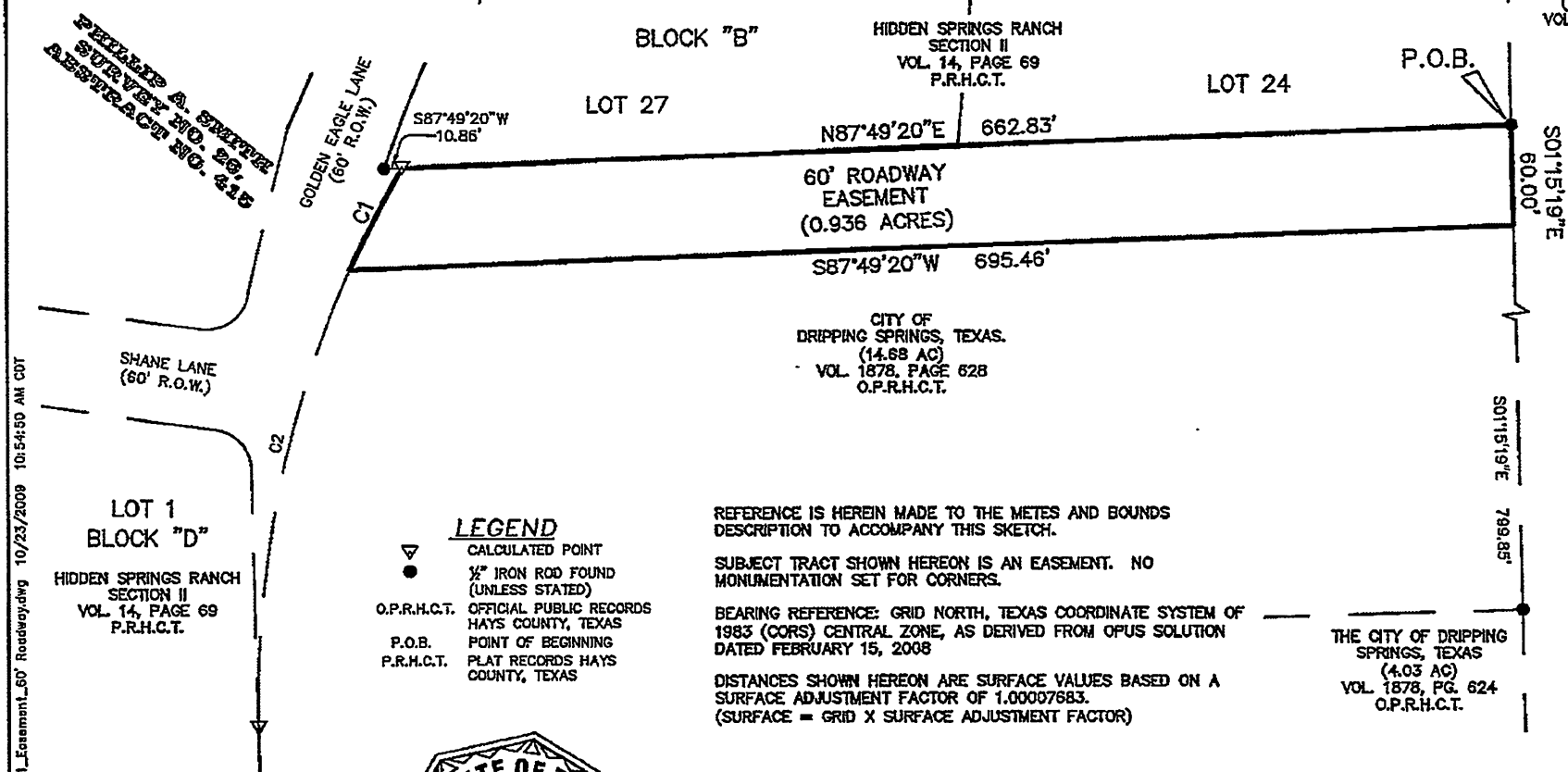
SKETCH TO ACCOMPANY DESCRIPTION

60' ROADWAY EASEMENT
SHEET 1 OF 1



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	645.00'	68.79'	6°06'37"	N27°04'02"E	68.75'
C2	645.00'	284.79'	25°17'52"	S11°21'47"W	282.48'

DRIPPING SPRINGS
INDEPENDENT
SCHOOL DISTRICT
(45.53 ACRES)
VOL. 2953, PG. 181
O.P.R.H.C.T.



LEGEND

- ▲ CALCULATED POINT
- 1/2" IRON ROD FOUND (UNLESS STATED)
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING PLAT RECORDS HAYS COUNTY, TEXAS

REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SKETCH.

SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. NO MONUMENTATION SET FOR CORNERS.

BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 (CORS) CENTRAL ZONE, AS DERIVED FROM OPUS SOLUTION DATED FEBRUARY 15, 2008

DISTANCES SHOWN HEREON ARE SURFACE VALUES BASED ON A SURFACE ADJUSTMENT FACTOR OF 1.00007683. (SURFACE = GRID X SURFACE ADJUSTMENT FACTOR)

THE CITY OF DRIPPING SPRINGS, TEXAS
(4.03 AC)
VOL. 1878, PG. 624
O.P.R.H.C.T.

SURVEYED BY:

Miguel A. Escobar

MIGUEL A. ESCOBAR
REG. PROF. LAND SURVEYOR
NO. 5630
DATE: 29 Oct 09



3103 Bee Cave Road, Suite 202

Austin, Texas 78746-6819

Tel.: (512) 327-2946

Fax: (512) 327-2973

S:\4520101\Drawings\4520101_Easement_60' Roadway.dwg 10/23/2009 10:54:50 AM CDT

OFFICE: IBP PROJ #: 452.0101
DATE: 10/26/09 FILE NAME: 4520101_Easement_60' Roadway.dwg

COPYRIGHT 2009 CUNNINGHAM-ALLEN, INC.

COPY

DRAINAGE EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

That, Dripping Springs Independent School District of the County of Hays, State of Texas, a political subdivision of the State of Texas, Acting by and through the President of the Board of Trustees, pursuant to its Resolution dated November 11, 2009, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$ 10.00) to Grantors in hand paid by the City of Dripping Springs, Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, do by these presents Grant, Bargain, Sell and Convey unto the City of Dripping Springs, Texas an easement in, along, upon and across the property which is situated in the County of Hays, State of Texas, which is more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

This easement conveyed herein is for the purpose of opening, constructing and maintaining a permanent channel or drainage easement in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which the City deems necessary.

As a part of the grant hereby made it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said channel or drainage easement may be removed from said premises by the City.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

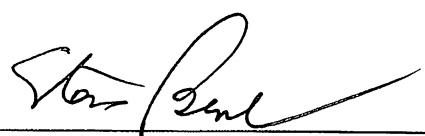
These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its

violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

TO HAVE AND TO HOLD the premises described in Exhibit "A" for said purposes together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the City of Dripping Springs, Texas forever; and Grantor hereby binds itself, its heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement herein conveyed unto the City of Dripping Springs, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 12 day of November, 2009.



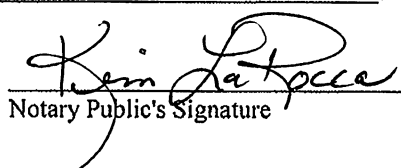
Steve Benesh
President of the Board of Trustees

Acknowledgement

State of Texas
County of Hays

This instrument was acknowledged before me on November 12, 2009

by Texas Drivers License


Notary Public's Signature

B:\05560\05560-04\City Exchange\Drainage Easement.doc

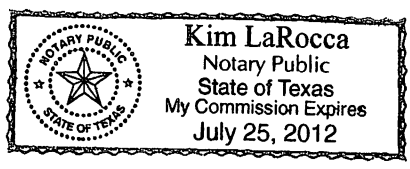


Exhibit " " "
 Page 1 of 2
 October 29, 2009

5' Easement
 3,530 Square Feet of Land
 Phillip A. Smith, Survey No. 26
 Abstract Number 415
 Hays County, Texas

DESCRIPTION

DESCRIPTION OF 3,530 SQUARE FEET OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 14.68 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DRIPPING SPRINGS, TEXAS, OF RECORD IN VOLUME 1878, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 3,530 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the south line of said 14.68 acre tract, same line being the north line of that certain 4.03 acre tract of land described in deed to the City of Dripping Springs, Texas, of record in Volume 1878, Page 624 of the Official Public Records of Hays County, Texas, from which point a 1/2 inch iron rod found in the west line of that certain 45.53 acre tract of land described in deed to Dripping Springs Independent School District, of record in Volume 2953, Page 181 of the Official Public Records of Hays County, Texas for the southeast corner of said 14.68 acre tract, the northeast corner of said 4.03 acre tract bears N88°12'53"E a distance of 726.83 feet;

THENCE S88°12'53"W with the south line of said 14.68 acre tract and the north line of said 4.03 acre tract a distance of 5.00 feet to a point, from which point a 1/2 inch iron rod found in the north line of said 4.03 acre tract, for the southwest corner of said 14.68 acre tract and the southeast corner of Lot 1, Block D, Hidden Springs Ranch, Section II, according to the plat recorded in Volume 14, Page 69 of the Plat Records of Hays County, Texas bears S88°12'53"W a distance of 25.00 feet;

THENCE N01°17'08"W over and across said 14.68 acre tract a distance of 697.62 feet to a point in the east right-of-way line of Golden Eagle Lane (60' R.O.W.) dedicated by said Volume 14, Page 69 and being a curve to the right;

THENCE with said curve to the right, having a radius distance of 645.00 feet, an arc length of 17.33 feet, a delta angle of 01°32'21" and a chord which bears N15°29'18"E, a distance of 17.33 feet to a point, from which a calculated point for the northwest corner of said 14.68 acre tract and in the south line of Lot 27, Block B of said Hidden Springs Ranch, Section II bears N°23'11"25E a distance of 155.70 feet;

*MMS
29 Oct 09*

Exhibit " " "
 Page 2 of 2
 October 29, 2009

5' Easement
 3,530 Square Feet of Land
 Phillip A. Smith, Survey No. 26
 Abstract Number 415
 Hays County, Texas

THENCE S01°17'08"E over and across said 14.68 acre tract a distance of 714.16 feet to the POINT OF BEGINNING, containing 3,530 square feet of land, more or less, within these metes and bounds.

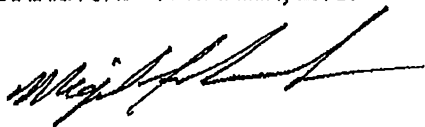
Subject tract described herein is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone, as derived from OPUS solution dated February 15, 2008. Distances hereon are surface values based on a surface adjustment factor of 1.00007683. (Ground = Grid x Surface Adjustment Factor)

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

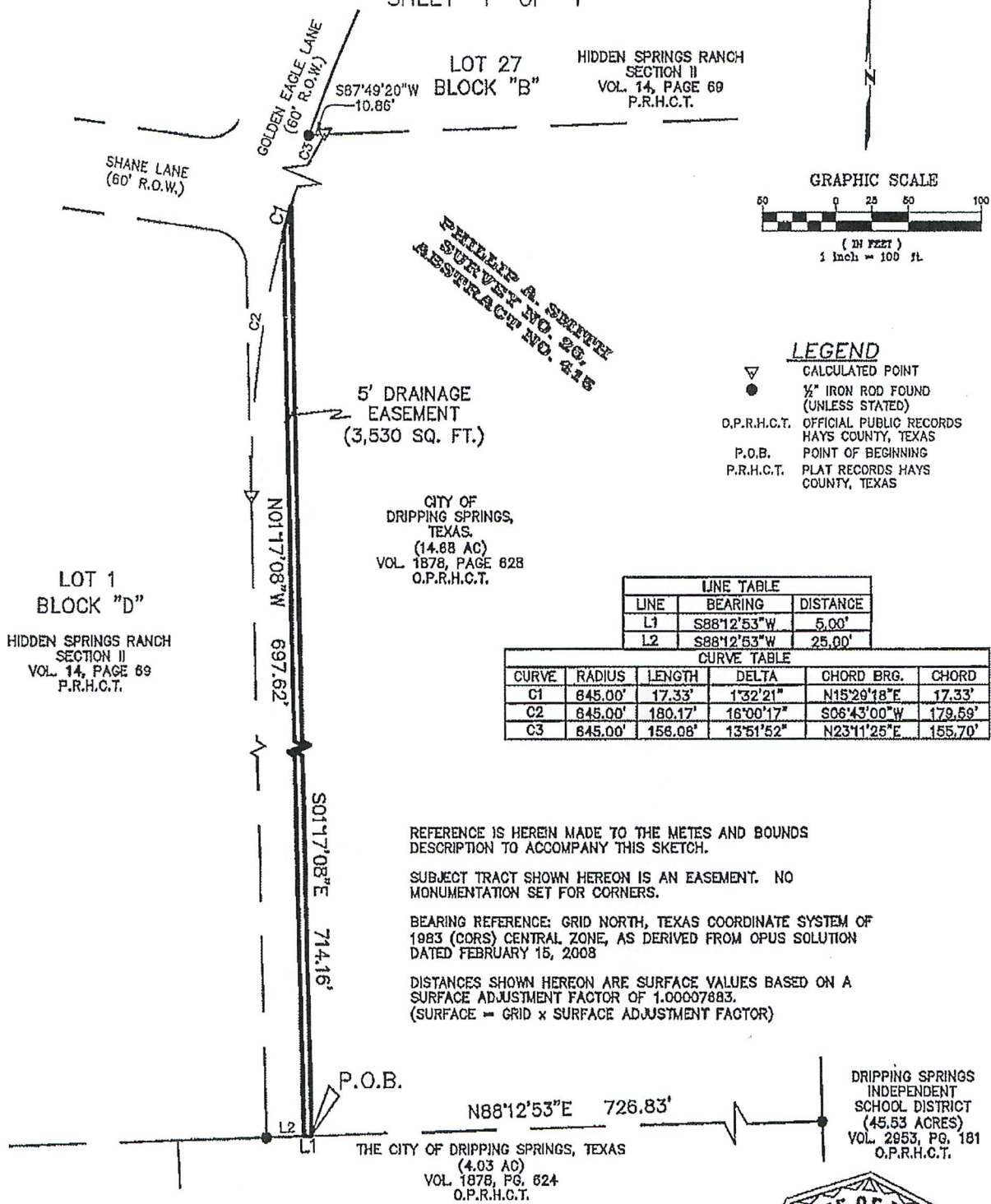


Miguel A. Escobar
 Registered Professional Land Surveyor No. 5630
 State of Texas
 Date: 29 Oct 09

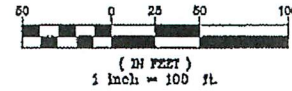


SKETCH TO ACCOMPANY DESCRIPTION

5' DRAINAGE EASEMENT
SHEET 1 OF 1



GRAPHIC SCALE



LEGEND

- ▽ CALCULATED POINT
- 1/2" IRON ROD FOUND (UNLESS STATED)
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.R.H.C.T. PLAT RECORDS HAYS COUNTY, TEXAS

PHILIP A. SHREVE
SURVEY NO. 28,
ABSTRACT NO. 418

CITY OF DRIPPING SPRINGS, TEXAS.
(14.88 AC)
VOL. 1878, PAGE 828
O.P.R.H.C.T.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°12'53"W	5.00'
L2	S88°12'53"W	25.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	845.00'	17.33'	1°32'21"	N15°29'18"E	17.33'
C2	845.00'	180.17'	16°00'17"	S06°43'00"W	179.59'
C3	845.00'	156.06'	13°51'52"	N23°11'25"E	155.70'

REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SKETCH.

SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. NO MONUMENTATION SET FOR CORNERS.

BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 (CORS) CENTRAL ZONE, AS DERIVED FROM OPUS SOLUTION DATED FEBRUARY 15, 2008

DISTANCES SHOWN HEREON ARE SURFACE VALUES BASED ON A SURFACE ADJUSTMENT FACTOR OF 1.00007883.
(SURFACE = GRID x SURFACE ADJUSTMENT FACTOR)

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT (45.53 ACRES)
VOL. 2953, PG. 181
O.P.R.H.C.T.

THE CITY OF DRIPPING SPRINGS, TEXAS
(4.03 AC)
VOL. 1878, PG. 824
O.P.R.H.C.T.

S:\4520101_Drawings\4520101_Easement_5' Drainage.dwg 10/23/2009 10:53:35 AM CDT

CA 3103 Bee Cave Road, Suite 202
Austin, Texas 78746-6819
Cunningham | Allen Tel.: (512) 327-2946
Engineers • Surveyors Fax: (512) 327-2973

SURVEYED BY:
Miguel A. Escobar
MIGUEL A. ESCOBAR
REG. PROF. LAND SURVEYOR
NO. 5630
DATE: 29 oct 09



COPY

RIGHT OF WAY EASEMENT

25'

THE STATE OF TEXAS

§

COUNTY OF HAYS

§

§

KNOW ALL MEN BY THESE PRESENTS:

That, Dripping Springs Independent School District of the County of Hays, State of Texas, a political subdivision of the State of Texas, Acting by and through the President of the Board of Trustees, pursuant to its Resolution dated November 11, 2009, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) to Grantors in hand paid by the City of Dripping Springs, Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and do by these presents Grant, Bargain, Sell and Convey unto the City of Dripping Springs, Texas an easement for road purposes of laying out, opening, constructing, operating, maintaining and reconstructing a road facility thereon, together with necessary incidentals and appurtenances thereto, in, along, upon and across the tract or parcel of land in Hays County, Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

TO HAVE AND TO HOLD the premises described in Exhibit "A" together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said City of Dripping Springs, Texas forever; and Grantor hereby binds itself, its heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement described in Exhibit "A" unto the City of Dripping

Springs, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 12 day of November, 2009.

Steve Benesh
President of the Board of Trustees

Acknowledgement

State of Texas
County of Hays

This instrument was acknowledged before me on November 12, 2009

by Texas Drivers License

Notary Public's Signature

B:\05560\05560-04\City Exchange\Right of Way Easement ROA to City 25 foot.doc

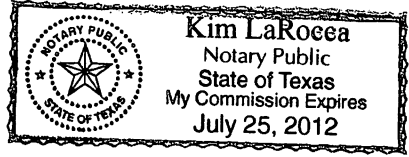


Exhibit " " "
 Page 1 of 2
 October 29, 2009

25' Roadway Easement
 0.367 acres of Land
 Phillip A. Smith, Survey No. 26
 Abstract Number 415
 Hays County, Texas

DESCRIPTION

DESCRIPTION OF 0.367 ACRES OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 14.68 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DRIPPING SPRINGS, TEXAS, OF RECORD IN VOLUME 1878, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.367 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said 14.68 acre tract, for the southeast corner of Lot 1, Block D, Hidden Springs Ranch, Section II according to the plat recorded in Volume 14, Page 69, Plat Records of Hays County, Texas and in the north line of that certain 4.03 acre tract of land described in deed to the City of Dripping Springs, Texas, of record in Volume 1878, Page 624 of the Official Public Records of Hays County, Texas, from which a 1/2 inch iron rod found with cap stamped "RPLS 4404" for the northwest corner of said 4.03 acre tract bears S88°12'53"W a distance of 60.03 feet;

THENCE N01°17'08"W with the common line of said 14.68 acre tract and said Lot 1, Block D a distance of 520.00 feet to a calculated point at the beginning of a curve to the right in the east right-of-way line of Golden Eagle Lane (60' R.O.W), from which point a 3/8 inch iron rod with cap stamped "RPLS 4542" found in the east line of said Lot 1, Block D and the west right-of-way line of said Golden Eagle Lane bears N01°26'23"W a distance of 155.30 feet;

THENCE with said curve to the right, having a radius distance of 645.00 feet, an arc length of 180.17 feet, a delta angle of 16°00'17" and a chord which bears N06°43'00"E, a distance of 179.59 feet to a point;

THENCE S01°17'08"E over and across said 14.68 acre tract a distance of 697.62 feet to a point in the south line of said 14.68 acre tract and the north line of said 4.03 acre tract, from which point a 1/2 inch iron rod found for the southeast corner of said 14.68 acre tract and the northeast corner of said 4.03 acre tract bears N88°12'53"E a distance of 731.83 feet;

*MAS
29 Oct 09*

Exhibit " "
Page 2 of 2
October 29, 2009

25' Roadway Easement
0.367 acres of Land
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

THENCE S88°12'53"W with the south line of said 14.68 acre tract and the north line of said 4.03 acre tract a distance of 25.00 feet to the POINT OF BEGINNING, containing 0.367 acres of land, more or less, within these metes and bounds.

Subject tract described herein is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone, as derived from OPUS solution dated February 15, 2008. Distances hereon are surface values based on a surface adjustment factor of 1.00007683. (Ground = Grid x Surface Adjustment Factor)

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

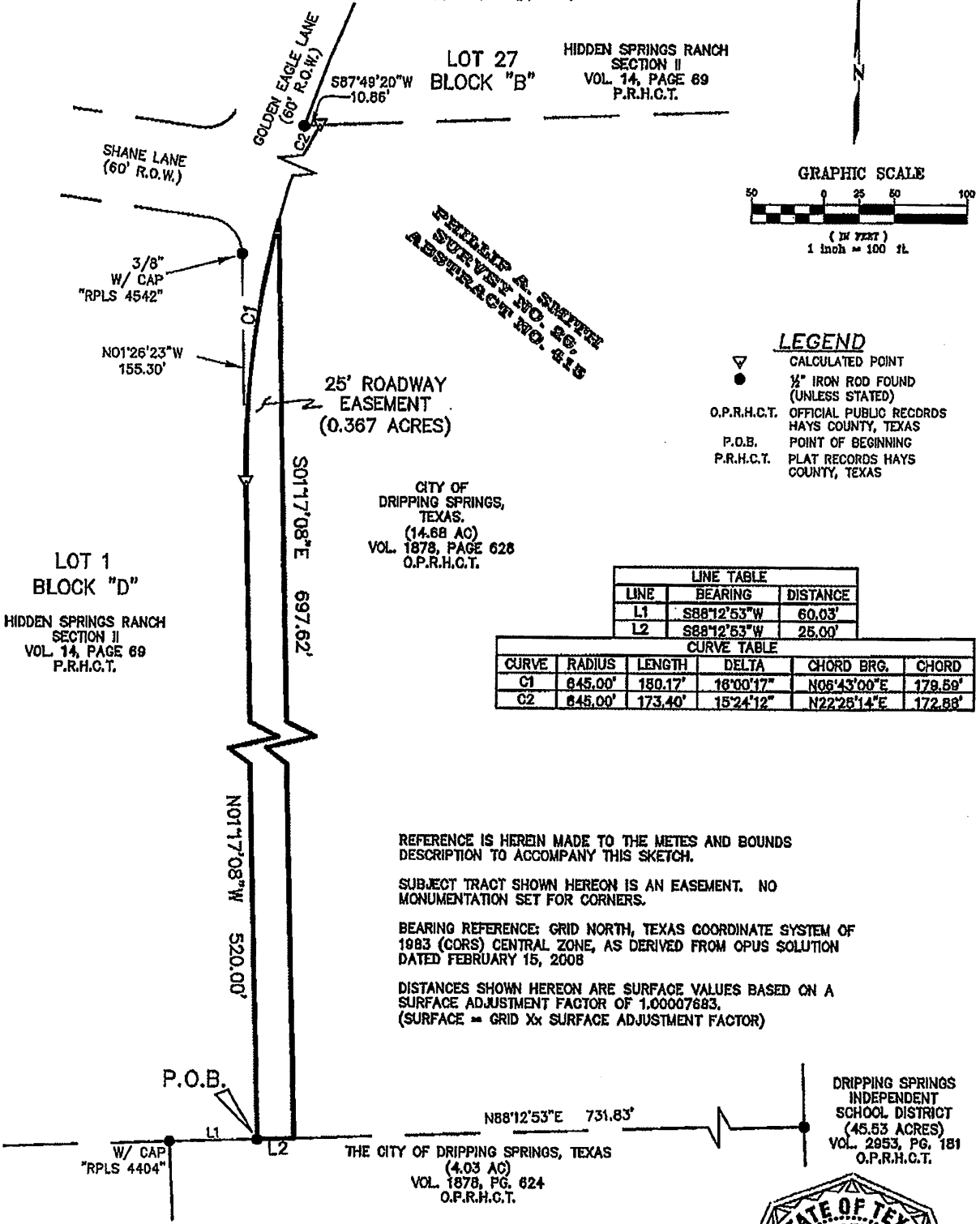
[Handwritten signature of Miguel A. Escobar]

Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
State of Texas
Date: 29 Oct 09



SKETCH TO ACCOMPANY DESCRIPTION

25' ROADWAY EASEMENT
SHEET 1 OF 1



PHILIP A. SMITH
SURVEY NO. 26
ABSTRACT NO. 218

LEGEND

- ▽ CALCULATED POINT
- 1/2" IRON ROD FOUND (UNLESS STATED)
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.R.H.C.T. PLAT RECORDS HAYS COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°12'53"W	60.03'
L2	S88°12'53"W	25.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	845.00'	180.17'	18°00'17"	N06°43'00"E	179.59'
C2	845.00'	173.40'	15°24'12"	N22°25'14"E	172.88'

CITY OF DRIPPING SPRINGS, TEXAS.
(14.68 AC)
VOL. 1878, PAGE 628
O.P.R.H.C.T.

LOT 1
BLOCK "D"
HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PAGE 69
P.R.H.C.T.

REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SKETCH.

SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. NO MONUMENTATION SET FOR CORNERS.

BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 (CORS) CENTRAL ZONE, AS DERIVED FROM OPUS SOLUTION DATED FEBRUARY 15, 2008

DISTANCES SHOWN HEREON ARE SURFACE VALUES BASED ON A SURFACE ADJUSTMENT FACTOR OF 1.00007683.
(SURFACE = GRID Xx SURFACE ADJUSTMENT FACTOR)

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT
(45.53 ACRES)
VOL. 2953, PG. 181
O.P.R.H.C.T.

N88°12'53"E 731.83'
THE CITY OF DRIPPING SPRINGS, TEXAS
(4.03 AC)
VOL. 1878, PG. 624
O.P.R.H.C.T.

S:\4520101\Drawings\4520101_Easement_25' Roadway.dwg 10/23/2009 9:06:31 AM CDT

CA
3103 Bee Cave Road, Suite 202
Austin, Texas 78746-6819
Tel.: (512) 327-2946
Fax: (512) 327-2973
Cunningham | Allen
Engineers • Surveyors

SURVEYED BY:
Miguel A. Escobar
MIGUEL A. ESCOBAR
REG. PROF. LAND SURVEYOR
NO. 5630
DATE: 290209



COPY

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

WARRANTY DEED

Conforms to State Bar of Texas Form

Date: November 12, 2009

Grantor: Dripping Springs Independent School District, a political subdivision and public school district of the State of Texas, acting by and through the President of the Board of Trustees, pursuant to its Resolution dated November 11, 2009.

Grantor's Mailing Address:

510 W. Mercer/ P.O. Box 479
Dripping Springs, Texas 78620
Hays County, Texas

Grantee: City of Dripping Springs, a political subdivision of the State of Texas

Grantee's Mailing Address:

P.O. Box 384
Dripping Springs, Texas 78620
Hays County, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

Being 1.3712 acres of land, more or less, situated in the Phillip A. Smith Survey No. 26, Abstract No. 415 in Hays County, Texas, said property also being referred to as the "Stephenson Building" and/or "Stephenson Tract", being located at 311 ½ Old Fitzhugh Road, Dripping Springs, Hays County, Texas, and being comprised of three (3) separate tracts described as Tract One (1) containing 0.4659 of one acre of land, Tract Two (2) containing 0.4456 of one acre of land and Tract Three (3) containing 0.4597 of one acre of land, said Tract One, Tract Two and Tract Three being more particularly described by metes and bounds on Exhibits A, B and C, respectively as follows.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

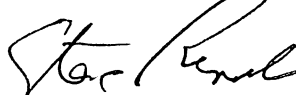
These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

When the context requires, singular nouns and pronouns include the plural.

"GRANTOR"

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT



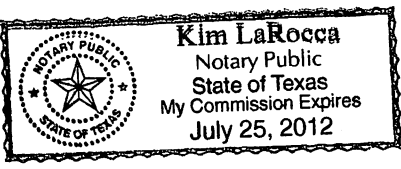
By: Steve Benesh

Title: President of the Board of Trustees

STATE OF TEXAS)

COUNTY OF HAYS)

The foregoing instrument was acknowledged before me on the 12th day of November, 2009, by Steve Benesh, President of the Board of Trustees of DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT, on behalf of said school district.



Kim LaRocca
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Nelson M. Davidson, Jr.
P.O. Box 529
Dripping Springs, Texas 78620

PREPARED BY:

Nelson M. Davidson, Jr.
P.O. Box 529
Dripping Springs, Texas 78620

File/GF Number: 6420G.

Exhibit " A "
Page 1 of 3

TRACT ONE
Hays County, Texas

LEGAL DESCRIPTION

BEING A 0.4659 OF ONE ACRE TRACT OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415 IN HAYS COUNTY, TEXAS, BEING A REMAINING PORTION OF THAT TRACT OF LAND COMMONLY REFERRED TO AS "ACADEMY BLOCK" AS DELINEATED ON THE PLAT OF THE TOWN OF DRIPPING SPRINGS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME "O", PAGE 514, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID PLAT BEING AMENDED BY PLAT RECORDED IN VOLUME "T" PAGE 426, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING CONVEYED BY HAYS COUNTY TO DRIPPING SPRINGS RURAL HIGH SCHOOL DISTRICT IN DEED RECORDED IN VOLUME 145, PAGE 491, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch galvanized iron pipe in concrete found in the west line of Old Fitzhugh Road, in the north line of said "ACADEMY BLOCK" for the southeast corner of Block No. 5, W. T. Chapman's 2nd Addition to the Town of Dripping Springs according to the map or plat thereof recorded in Volume "R", Page 337, of the Deed Records of Hays County, Texas, said plat being amended by plat recorded in Volume "T", Page 426, of the Deed Records of Hays County, Texas, and the southeast corner of that tract of land conveyed by D. W. Crenshaw to Dripping Springs Public School No. 20 in deed dated November 15, 1938 of record in the Deed Records of Hays County, Texas, being the southwest corner of a 50 foot right of way, designated as Ewe Street (commonly known as Old Fitzhugh Road) as delineated on said W. T. Chapman's 2nd Addition to the Town of Dripping Springs plat;

THENCE South 23°02'05" East crossing said "ACADEMY BLOCK" along the west margin of Old Fitzhugh Road a distance of 44.29 feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set for the northeast corner of that tract of land conveyed by Dripping Springs Independent School District to Rambo Lodge No. 426, AF & AM in deed recorded in Volume 154, Page 1, of the Deed Records of Hays County, Texas;

THENCE South 88°57'21" West (record: West) along the north line of said Rambo Lodge tract, a distance of 108.60 feet to a 1/2 in iron rod found under asphalt paving for the northwest corner of said Rambo Lodge tract;

THENCE South 01°02'39" East (record: South) along the west line of said Rambo Lodge tract a distance of 140.08 feet to a 1/2 in iron rod found under asphalt paving in the north line of a 20.0 foot Public Alley as designated in deed recorded in Volume 146, Page 91, of the Deed Records of Hays County, Texas, said 20.0 foot Public Alley being conveyed by Hays County to H.F. Lewis in deed recorded in Volume 278, Page 280, of the Deed Records of Hays County, Texas, and for the southwest corner of said Rambo Lodge tract, from which a bolt with punch mark found in the south line of said Rambo Tract as described in Boundary Line Agreement by

Exhibit " A "
Page 2 of 3

TRACT ONE
Hays County, Texas

Richard A. Garza and Dripping Springs Independent School District, recorded in Volume 775, Page 822, of the Real Property Records of Hays County, Texas, bears, North 88°29'40" East (Bearing Basis) a distance of 122.70 feet;

THENCE South 89°00'15" West along the north line of said 20.0 foot Public Alley and said Lewis tract a distance of 39.96 feet to a 1/2 inch iron rod found under asphalt paving in the east line of that tract of land conveyed by Dripping Springs Independent School District to L. B. Jennings in deed recorded in Volume 156, Page 199, of the Deed Records of Hays County, Texas, and for the northwest corner of said 20.0 foot Public Alley;

THENCE North 01°58'54" West along the east line of said Jennings tract a distance of 19.97 feet to a 1/2 inch iron rod found under asphalt paving for the northeast corner of said Jennings tract;

THENCE South 88°53'07" West along the north line of said Jennings tract a distance of 49.86 feet to a 1/2 inch iron rod found in the east line of Lot 6, Block No. 1, of the W. T. Chapman's 1st Addition to the town of Dripping Springs according to the map or plat thereof recorded in Volume "P", Page 373, of the Deed Records of Hays County, Texas, said plat being amended by plat recorded in Volume "T", Page 426, of the Deed Records of Hays County, Texas and in the west line of said "ACADEMY BLOCK" and for the northwest corner of said Jennings tract;

THENCE North 01°21'58" West along the east line of said Lot 6 and the west line of said "ACADEMY BLOCK" a distance of 63.78 feet to a calculated point for the northeast corner of said Lot 6;

THENCE South 88°36'50" West along the north line of said Lot 6 a distance of 7.26 feet to a calculated point being the beginning point of said Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District, from which a 1/2 inch iron rod found in a hackberry tree root, bears South 06°45' East a distance of 0.3 feet;

THENCE along the boundary line established in said Boundary Line Agreement the following two (2) courses:

1. North 03°20'04" West a distance of 56.57 feet to a 1/2 inch iron rod found;
2. North 03°22'47" West a distance of 40.02 feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set at the intersection of the south line of Block No. 3 of said W. T. Chapman's 2nd Addition to the Town of Dripping Springs being the recognized southeast corner of that tract of land conveyed by A.L. Davis to Dripping Springs Public School No. 20 in deed recorded in Volume 109, Page 291, of the Deed Records of Hays County, Texas, from which a 1/2 inch iron rod found in said Boundary Line Agreement line, bears North 03°22'47" West a distance of 39.83 feet;

THENCE North 88°42'33" East along the south line of said Block 3, passing the northwest corner of said "ACADEMY BLOCK" at a distance of 10.61 feet and continuing for a total distance of 93.63 (record: 100) feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set for the common south corner of said Block No. 3 and Block No. 5, from which

Exhibit " A "
Page 3 of 3

TRACT ONE
Hays County, Texas

a 1/2 inch galvanized iron pipe in concrete found for the common north corner of said Block No. 3 and Block No. 5, bears, North 01°13'20" West a distance of 200.02 feet;

THENCE North 88°38'18" East along the north line of said "ACADEMY BLOCK" and the south line of said Block No. 5 a distance of 100.04 feet to the POINT OF BEGINNING, containing 0.4659 of one acre of land, more or less, within this metes and bounds.

Bearing Reference: South line of that tract of said Rambo Tract as described in Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District recorded in Volume 775, Page 822, of the Deed Records of Hays County, Texas. (North 88°29'40" East)

I certify that this description was prepared from the results of a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

Handwritten signature of Tommy P. Watkins

Tommy P. Watkins
Registered Professional Land Surveyor No. 4549
Date: 10/06/2003

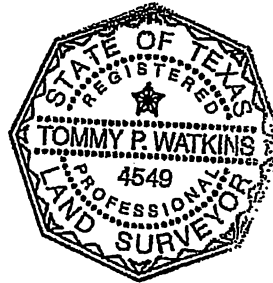


Exhibit " B "
Page 1 of 2

TRACT TWO
Hays County, Texas

LEGAL DESCRIPTION

BEING A 0.4456 OF ONE ACRE TRACT OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415 IN HAYS COUNTY, TEXAS, BEING THAT TRACT OF LAND CONVEYED BY A.L. DAVIS TO DRIPPING SPRINGS PUBLIC SCHOOL NO. 20 IN DEED RECORDED IN VOLUME 109, PAGE 291, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID TRACT BEING BLOCK NO. 3, W. T. CHAPMAN'S 2ND ADDITION TO THE TOWN OF DRIPPING SPRINGS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME "R", PAGE 337, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID PLAT BEING AMENDED BY PLAT RECORDED IN VOLUME "T", PAGE 426, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch galvanized iron pipe in concrete found in the west line of Old Fitzhugh Road, in the north line of that tract of land conveyed by Hays County to Dripping Springs Rural High School District in deed recorded in Volume 145, Page 491, of the Deed Records of Hays County, Texas, for the southeast corner of Block No. 5, W. T. Chapman's 2nd Addition to the Town of Dripping Springs for the southeast corner of that tract of land conveyed by D. W. Crenshaw to Dripping Springs Public School No. 20 in deed dated November 15, 1938 of record in the Deed Records of Hays County, Texas, and for the southwest corner of a 50 foot right of way, designated as Eve Street (commonly known as Old Fitzhugh Road) as delineated on said W. T. Chapman's 2nd Addition to the Town of Dripping Springs plat;

THENCE South 88°38'18" West along the south line of said Block No. 5 and north line of said Dripping Springs Rural High School District tract a distance of 100.04 feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set for the southwest corner of said Block No. 5 and the southeast corner of said Block No. 3 and the **POINT OF BEGINNING**;

THENCE South 88°42'33" West along the south line of said Block No. 3 and the north line of said Dripping Springs Rural High School District tract a distance of 93.63 (record: 100) feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set in the agreed boundary line as described in Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District recorded in Volume 775, Page 822, of the Real Property Records of Hays County, Texas, from which a 1/2 inch iron rod found in said line bears, South 03°22'47" East a distance of 40.02 feet;

THENCE along the agreed boundary line as described in said Boundary Line Agreement the following three (3) courses:

- 1; North 03°22'47" West a distance of 39.83 feet to a 1/2 inch iron rod found;
2. North 03°16'13" West a distance of 80.04 feet to a 1/2 inch iron rod with cap stamped "K&G Engineering" found;

Exhibit " B "
Page 2 of 2

TRACT TWO
Hays County, Texas

3. North 02°41'40" West a distance of 79.96 feet to a 1/2 inch galvanized iron pipe in concrete found for the northwest corner of said Block No. 3 and said Dripping Springs Public School District No. 20 tract, and for the southwest corner of Block No. 4 of said W. T. Chapman's 2nd Addition to the Town of Dripping Springs and southwest corner of that tract of land conveyed by Dripping Springs Independent School District to Bradley Davis in deed recorded in Volume 809, Page 396, of the Real Property Records of Hays County, Texas, from which a 1/2 inch galvanized iron pipe in concrete found for the northwest corner of said Davis tract and the terminus point of said boundary line agreement bears, North 01°24'51" West a distance of 86.51 feet;

THENCE North 88°32'36" East along the north line of said Block No. 3 and said Dripping Springs Public School District No. 20 tract and the south line of said Block No. 4 and said Davis tract a distance of 100.05 feet to a 1/2 inch galvanized iron pipe in concrete found for the northeast corner of said Block No. 3, the northwest corner of said Block No. 5, the southeast corner of said Davis tract and the southwest corner of that tract of land conveyed to Carole G. Howard in deed recorded in Volume 1328, Page 48, of the Official Public Records of Hays County, Texas;

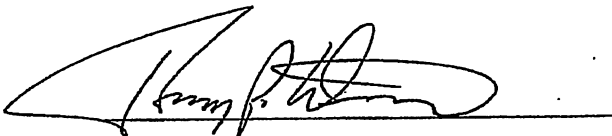
THENCE South 01°13'20" East along the east line said Block No. 3 and the west line of said Block No. 5 a distance of 200.02 feet to the **POINT OF BEGINNING**, containing 0.4456 of one acre of land, more or less, within this metes and bounds.

Bearing Reference: South line of the Rambo Tract as described in Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District recorded in Volume 775, Page 822, of the Deed Records of Hays County, Texas. (North 88°29'40" East)

Reference is herein made to the plat accompanying this metes and bounds description.

I certify that this description was prepared from the results of a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.



Tommy P. Watkins
Registered Professional Land Surveyor No. 4549
Date: 10/06/2009

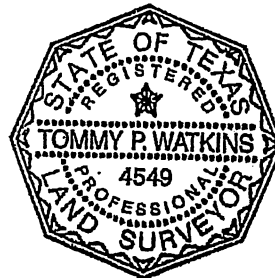


Exhibit " C "
Page 1 of 2

TRACT THREE
Hays County, Texas

LEGAL DESCRIPTION

BEING A 0.4597 OF ONE ACRE TRACT OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415 IN HAYS COUNTY, TEXAS, BEING THAT TRACT OF LAND CONVEYED BY D. W. CRENSHAW TO DRIPPING SPRINGS PUBLIC SCHOOL NO. 20 IN DEED FILED FOR RECORD NOVEMBER 15, 1938 AND RECORDED IN THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID TRACT BEING BLOCK NO. 5, W. T. CHAPMAN'S 2ND ADDITION TO THE TOWN OF DRIPPING SPRINGS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME "R", PAGE 337, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID PLAT BEING AMENDED BY PLAT RECORDED IN VOLUME "T", PAGE 426, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch galvanized iron pipe in concrete found in the west line of Old Fitzhugh Road, in the north line of that tract of land conveyed by Hays County to Dripping Springs Rural High School District in deed recorded in Volume 145, Page 491, of the Deed Records of Hays County, Texas, for the southeast corner of said Block No. 5, and for the southwest corner of a 50 foot right of way, designated as Eye Street (commonly known as Old Fitzhugh Road) as delineated on said W. T. Chapman's 2nd Addition to the Town of Dripping Springs plat;

THENCE South 88°38'18" West along the south line of said Block No. 5 and north line of said Dripping Springs Rural High School District tract a distance of 100.04 feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set for the southwest corner of said Block No. 5 and the southeast corner of Block No. 3 of said W. T. Chapman's 2nd Addition to the Town of Dripping Springs conveyed to Dripping Springs Public School No. 20 in deed recorded in Volume 109, Page 291, of the Deed Records of Hays County, Texas;

THENCE North 01°13'20" West along the west line said Block No. 5 and the east line of said Block No. 3 a distance of 200.02 feet to a 1/2 inch galvanized iron pipe in concrete found for the northwest corner of said Block No. 5, the northeast corner of said Block No. 3, the southeast corner of that tract of land conveyed by Dripping Springs Independent School District to Bradley Davis in deed recorded in Volume 809, Page 396, of the Real Property Records of Hays County, Texas, and the southwest corner of that tract of land conveyed to Carole G. Howard in deed recorded in Volume 1328, Page 48, of the Official Public Records of Hays County, Texas;

THENCE North 88°40'58" East along the north line said Block No. 5 and the south line of said Block No. 4 and said Howard tract a distance of 100.23 feet to a calculated point in the west line of said Eye Street (commonly known as Old Fitzhugh Road), from which a 1/2 inch iron rod found for reference bears North 88°38'18" East a distance of 1.23 feet;

Exhibit " C "
Page 2 of 2

TRACT THREE
Hays County, Texas

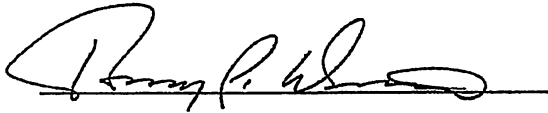
THENCE South 01°10'06" East along the east line of said Block No. 5 and the west line of said Eye Street (commonly known as Old Fitzhugh Road) a distance of 199.94 feet to the **POINT OF BEGINNING** containing 0.4597 of one acre of land, more or less, within this metes and bounds.

Bearing Reference: South line of that tract of said Rambo Tract as described in Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District recorded in Volume 775, Page 822, of the Deed Records of Hays County, Texas. (North 88°29'40" East)

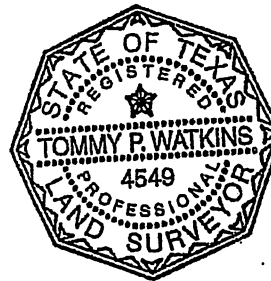
Reference is herein made to the plat accompanying this metes and bounds description.

I certify that this description was prepared from the results of a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.



Tommy P. Watkins
Registered Professional Land Surveyor No. 4549
Date: 10/06/2009





DRIPPING SPRINGS

Independent School District

510 W. Mercer Street, P.O. Box 479, Dripping Springs, Texas 78620-0479
Phone 512.858.3013 Fax 512.858.3096
www.dsisd.txed.net

December 4, 2009

City of Dripping Springs
111 Mercer Street
Dripping Springs, Texas 78620

Dear Sir,

The sale of the Dripping Springs ISD Stephenson Building located at 311 1/2 Old Fitzhugh Road may contain asbestos containing materials. As the purchaser the City of Dripping Springs agrees to assume all the responsibility and liability for any of the asbestos containing material that may be contained on or within the structure purchased November 12, 2009. Enclosed is all the documentation pertaining to Asbestos containing materials testing performed for the duration of the ownership of the Stephenson Building.

Dripping Springs ISD Representative:

Sign *Dave P. Davis*

Date 12/4/2009

Print Dan Davis

District Position: Director of Plant Operations / Asbestos Designated Person

Purchaser: City of Dripping Springs

Sign _____

Date 12/4/2009

Print _____

City of Dripping Springs Position:

Hays County
Linda C. Fritsche
County Clerk
San Marcos, Texas 78666

Item # 3.



70 2009 90029785

Instrument Number: 2009-90029785

As

Recorded On: November 16, 2009

OPR RECORDINGS

Parties: DRIPPING SPRINGS INDEPENDENT SCHOOL

Billable Pages: 5

To DRIPPING SPRINGS CITY OF

Number of Pages: 6

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

OPR RECORDINGS	32.00
Total Recording:	32.00

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

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

File Information:

Record and Return To:

Document Number: 2009-90029785

Receipt Number: 233201

Recorded Date/Time: November 16, 2009 12:03:10P

Book-Vol/Pg: BK-OPR VL-3772 PG-757

User / Station: O Martinez - Cashiering #3

CITY OF DRIPPINGS SPRINGS

TO CUSTOMER

SAN MARCOS TX 78666



State of Texas |
County of Hays

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

Linda C. Fritsche

Linda C. Fritsche, County Clerk

RIGHT OF WAY EASEMENT

60'

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

That, Dripping Springs Independent School District of the County of Hays, State of Texas, a political subdivision of the State of Texas, Acting by and through the President of the Board of Trustees, pursuant to its Resolution dated November 11, 2009, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) to Grantors in hand paid by the City of Dripping Springs, Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and do by these presents Grant, Bargain, Sell and Convey unto the City of Dripping Springs, Texas an easement for road purposes of laying out, opening, constructing, operating, maintaining and reconstructing a road facility thereon, together with necessary incidentals and appurtenances thereto, in, along, upon and across the tract or parcel of land in Hays County, Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

TO HAVE AND TO HOLD the premises described in Exhibit "A" together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said City of Dripping Springs, Texas forever; and Grantor hereby binds itself, its heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement described in Exhibit "A" unto the City of Dripping

Springs, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 12 day of November, 2009.

Steve Benesh
President of the Board of Trustees

Acknowledgement

State of Texas
County of Hays

This instrument was acknowledged before me on November 12, 2009

by Texas Drivers License

Notary Public's Signature

B:\05560\05560-04\City Exchange\Right of Way Easement ROA to City 60 foot.doc



Exhibit " " "
Page 1 of 2
October 29, 2009

Easement
0.936 Acres
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

DESCRIPTION

DESCRIPTION OF 0.936 ACRES OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 14.68 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DRIPPING SPRINGS, TEXAS, OF RECORD IN VOLUME 1878, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.936 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod, found for the northeast corner of said 14.68 acre tract, same point being in the west line of that certain called 45.53 acre tract of land described in Volume 2953, Page 181 said Official Public Records and same point being the southeast corner of Lot 24, Block B, Hidden Springs Ranch Section II, recorded in Volume 14, Page 69, of the Plat Records of Hays County, Texas, for the northeast corner of the herein described tract;

THENCE, South 01°15'19" East, with the common line of said 14.68 acre tract and said 45.53 acre tract, a distance of 60.00 feet, to a point for the southeast corner of the herein described tract, from which point a 1/2 inch iron rod found for the southeast corner of said 14.68 acre tract bears South 01°15'19" East a distance of 799.85 feet;

THENCE, South 87°49'20" West, parallel with and 60.00 feet south of the north line of said 14.68 acre tract of land, a distance of 695.46 feet to a point on the east right-of-way line of that certain roadway known as Golden Eagle Lane dedicated by Volume 14, Page 69, said Plat Records, said east right-of-way line of Golden Eagle Lane being a curve to the right, having a radius of 645.00 feet;

THENCE, in a northeasterly direction, with said east right-of-way line of Golden Eagle Lane, an arc distance of 68.79 feet and whose chord bears North 27°04'02" East, a distance of 68.75 feet to a calculated point for the northwest corner of said 14.68 acre tract of land in the south line of Lot 27, Block B of said Hidden Springs Ranch, Section II;

*MAC
29 Oct 09*

Exhibit " " "
Page 2 of 2
October 29, 2009

Easement
0.936 Acres
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

THENCE, North 87°49'20" East, with the north boundary line of said 14.68 acre tract of land, same line being a south boundary line of said Hidden Springs Ranch Section II, a distance of 662.83 feet to the POINT OF BEGINNING, containing 0.936 acres of land, more or less, within these metes and bounds.

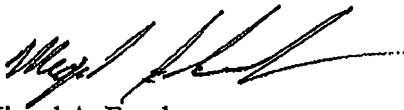
Subject tract described herein is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone, as derived from OPUS solution dated February 15, 2008. Distances hereon are surface values based on a surface adjustment factor of 1.00007683. (Ground = Grid x Surface Adjustment Factor)

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

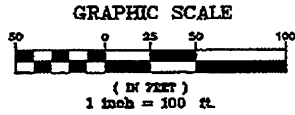


Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
State of Texas
Date: 29 Oct 09



SKETCH TO ACCOMPANY DESCRIPTION

60' ROADWAY EASEMENT SHEET 1 OF 1



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	645.00'	68.79'	6°06'37"	N27°04'02"E	68.75'
C2	645.00'	284.79'	25°17'52"	S11°21'47"W	282.48'

WILLIAM A. SMITH
SURVEY NO. 29
ABSTRACT NO. 425

GOLDEN EAGLE LANE
(60' R.O.W.)

BLOCK "B"

HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PAGE 69
P.R.H.C.T.

DRIPPING SPRINGS
INDEPENDENT
SCHOOL DISTRICT
(45.53 ACRES)
VOL. 2953, PG. 181
O.P.R.H.C.T.

LOT 27

LOT 24

P.O.B.

60' ROADWAY
EASEMENT
(0.936 ACRES)

CITY OF
DRIPPING SPRINGS, TEXAS.
(14.68 AC)
VOL. 1878, PAGE 628
O.P.R.H.C.T.

SHANE LANE
(60' R.O.W.)

LOT 1
BLOCK "D"

HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PAGE 69
P.R.H.C.T.

- LEGEND**
- ▽ CALCULATED POINT
 - 1/2" IRON ROD FOUND (UNLESS STATED)
 - O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
 - P.O.B. POINT OF BEGINNING PLAT RECORDS HAYS COUNTY, TEXAS

REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SKETCH.

SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. NO MONUMENTATION SET FOR CORNERS.

BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 (GORS) CENTRAL ZONE, AS DERIVED FROM OPUS SOLUTION DATED FEBRUARY 15, 2008

DISTANCES SHOWN HEREON ARE SURFACE VALUES BASED ON A SURFACE ADJUSTMENT FACTOR OF 1.00007683.
(SURFACE = GRID X SURFACE ADJUSTMENT FACTOR)

THE CITY OF DRIPPING SPRINGS, TEXAS
(4.03 AC)
VOL. 1878, PG. 624
O.P.R.H.C.T.



SURVEYED BY:

Miguel A. Escobar

MIGUEL A. ESCOBAR
REG. PROF. LAND SURVEYOR
NO. 5630
DATE: 29 Oct 09

CA
Cunningham | Allen
Engineers • Surveyors

3103 Bee Cave Road, Suite 202
Austin, Texas 78746-6819
Tel.: (512) 327-2946
Fax: (512) 327-2973

S:\4520101\Drawings\4520101_Easement_60' Roadway.dwg 10/23/2009 10:54:50 AM CDT

Page 3 of 3
Exhibit A

00029785 DFR 7772
Bk Vol 1

RIGHT OF WAY EASEMENT

Date: _____

Grantor: Dripping Springs Independent School District, an independent school district and political subdivision of the State of Texas

Grantor’s Mailing Address: 510 W. Mercer Street
Dripping Springs, Hays County, Texas 78620

Grantee: City of Dripping Springs, Texas, a General Law municipality situated in Hays County, Texas

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

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration as set forth in that certain Interlocal Agreement between Grantor and Grantee dated _____, 2022.

Property (including improvements):

An easement over, under, along, through and across the parcel of real property of Grantor, said Easement consisting of ____ (“Easement”), and more particularly described on Exhibit ____, attached hereto and incorporated herein by reference (“Easement Tract”). [INSERT FOR EXHIBIT D: The Easement Tract made the subject of this Easement is solely the 2.003 acres portion not previously subject to that certain Right of Way Easement dated November 11, 2009 recorded in the Official Public Records of Hays County, Texas, Vol. 3772, Page 758. To the extent Exhibit “A’ to this Easement, reflected as Exhibit D to the Interlocal Agreement].

GRANT OF EASEMENT:

Grantor, for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto Grantee the Easement Tract TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege as necessary for the Grantee herein, its agents, employees and representatives of ingress and egress to and from the adjoining property of Grantor, or any part thereof, for the purpose of [INSERT FOR EACH].

The Easement Tract shall be used by Grantee for [INSERT FOR EACH].

The Easement Tract is made and accepted subject to any and all conditions, encumbrances and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effective, either apparent or shown of record in the public records of Hays County, Texas.

Except as otherwise noted, the Easement Tract, rights and privileges herein granted shall be perpetual; however, that said Easement Tract, rights and privileges shall cease and revert to Grantor in the event the said [INSERT] are abandoned, or shall cease to be used, for a period of two (2) consecutive years.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns forever, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators or successors, to warrant and forever defend all and singular the above-described exclusive easement and rights and interest unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, except as stated herein, when the claim is by, through or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

By: EXHIBIT ONLY - NOT FOR SIGNATURE

THE STATE OF TEXAS

§

ACKNOWLEDGMENT

§

COUNTY OF HAYS

§

BEFORE ME, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she is the President of the Board of Trustees; that she was authorized to execute such instrument pursuant to resolution of the Board of _____ adopted on _____; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2022.

EXHIBIT ONLY - NOT FOR SIGNATURE

Notary Public, State of Texas

Return to Grantee's Address:

METES AND BOUNDS DESCRIPTION OF:
RIGHT-OF-WAY DEDICATION - 2.939 ACRES

BEING A 2.939 ACRE (128,039 SQ. FT.) RIGHT-OF-WAY DEDICATION SITUATED IN THE PHILIP SMITH SURVEY, ABSTRACT 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 45.53 ACRE TRACT OF LAND DESCRIBED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 6018836 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A POINT IN THE WEST BOUNDARY LINE OF A TRACT 2, CALLED 50.206 ACRES, DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, L.P., AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 2014-14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND IN THE EAST BOUNDARY LINE OF SAID 45.53 ACRE TRACT; FOR THE NORTHEAST CORNER OF THIS DEDICATION; WHENCE A 1/2" IRON ROD FOUND FOR REFERENCE BEARS NORTH 09°31'11" WEST, A DISTANCE OF 122.84 FEET;

THENCE, SOUTH 09°31'11" EAST, ALONG THE COMMON BOUNDARY LINE OF SAID 45.53 ACRE TRACT AND SAID TRACT 2, A DISTANCE OF 32.03 FEET TO 1/2" IRON ROD FOUND AT AN ANGLE CORNER OF SAID TRACT 2, FOR AN ANGLE CORNER OF SAID 45.53 ACRE TRACT AND AN ANGLE CORNER OF THIS DEDICATION;

THENCE, SOUTH 01°10'11" EAST CONTINUING ALONG THE COMMON BOUNDARY LINE OF SAID 45.53 ACRE TRACT AND SAID TRACT 2, A DISTANCE OF 63.40 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS DEDICATION;

THENCE, ACROSS SAID 45.53 ACRE TRACT THE FOLLOWING TEN (10) COURSES AND DISTANCES:

1. SOUTH 89°48'55" WEST, A DISTANCE OF 175.81 FEET TO A POINT OF CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
2. ALONG A CURVE TO THE RIGHT, WITH AN INTERIOR ANGLE OF 13°30'21", A RADIUS OF 839.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 83°25'54" WEST, 197.31 FEET, A TOTAL ARC LENGTH OF 197.77 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
3. SOUTH 13°19'16" WEST, A DISTANCE OF 14.00 FEET TO A POINT OF CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
4. ALONG A CURVE TO THE RIGHT, HAVING AN INTERIOR ANGLE OF 3°48'52", A RADIUS OF 853.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 74°46'18" WEST 56.78 FEET, A TOTAL ARC LENGTH OF 56.79 FEET TO A POINT OF REVERSE CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
5. ALONG A CURVE TO THE LEFT, HAVING AN INTERIOR ANGLE OF 17°37'07", A RADIUS OF 747.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 81°40'25" WEST, 228.80 FEET, A TOTAL ARC LENGTH OF 229.70 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
6. SOUTH 89°31'02" WEST, A DISTANCE OF 183.61 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
7. SOUTH 00°28'58" EAST, A DISTANCE OF 16.50 FEET TO A POINT OF CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
8. ALONG A CURVE TO THE LEFT, HAVING AN INTERIOR ANGLE OF 29°51'59", A RADIUS OF 305.50 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 74°35'02" WEST, 157.45 FEET, A TOTAL ARC LENGTH OF 159.25 FEET TO A POINT OF REVERSE CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
9. ALONG A CURVE TO THE RIGHT, HAVING AN INTERIOR ANGLE OF 28°10'18", A RADIUS OF 444.50 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 73°44'11" WEST 216.36 FEET, A TOTAL ARC LENGTH OF 218.56 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
10. SOUTH 87°49'20" WEST, A DISTANCE OF 51.32 FEET TO A POINT IN THE EAST BOUNDARY LINE OF A CALLED 14.67 ACRE TRACT DESCRIBED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 09921952 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND IN THE WEST BOUNDARY LINE OF SAID 45.53 ACRE TRACT; FOR THE SOUTHWEST CORNER OF THIS DEDICATION;

(M&B DESCRIPTION CONTINUES ON SHEET 2)

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS METES & BOUNDS DESCRIPTION.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THE FOREGOING DESCRIPTION ACCURATELY SETS OUT THE METES AND BOUNDS OF THIS DEDICATION.

ZACHARY KEITH PETRUS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6769
10814 JOLLYVILLE ROAD
CAMPUS IV, SUITE 200
AUSTIN, TEXAS 78759
PH. (512) 572-6674
ZACH.PETRUS@KIMLEY-HORN.COM



EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
2.939 ACRES

PHILIP SMITH SURVEY, ABSTRACT 415,
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»»Horn

10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759 FIRM # 10194624 Tel. No. (512) 418-1771 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	PTF	ZKP	4/26/2021	067783118	1 OF 5

METES AND BOUNDS DESCRIPTION OF:
RIGHT-OF-WAY DEDICATION - 2.939 ACRES (CONTINUED)

THENCE, NORTH 01°15'27" WEST, ALONG THE COMMON BOUNDARY LINE OF SAID 14.67 ACRE TRACT AND SAID 45.53 ACRE TRACT, AT 90.81 FEET PASSING A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 14.67 ACRE TRACT AND THE SOUTHEAST CORNER OF LOT 24, BLOCK B OF THE HIDDEN SPRINGS RANCH SECTION II SUBDIVISION, AS SHOWN ON PLAT RECORDED IN VOLUME 14, PAGE 69 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS; THEN CONTINUING ALONG THE COMMON BOUNDARY LINE OF SAID 45.53 ACRE TRACT AND SAID LOT 24, IN ALL A DISTANCE OF 111.51 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS DEDICATION;

THENCE, ACROSS SAID 45.53 ACRE TRACT THE FOLLOWING NINE (9) COURSES AND DISTANCES:

1. NORTH 87°49'20" EAST, A DISTANCE OF 49.53 FEET TO A POINT OF CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
2. ALONG A CURVE TO THE LEFT, WITH A INTERIOR ANGLE OF 28°10'18", A RADIUS OF 333.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 744°11" EAST, 162.09 FEET, A TOTAL ARC LENGTH OF 163.73 FEET TO A POINT OF REVERSE CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
3. ALONG A CURVE TO THE RIGHT, HAVING AN INTERIOR ANGLE OF 29°51'59", A RADIUS OF 417.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 74°35'02" EAST, 214.92 FEET, A TOTAL ARC LENGTH OF 217.37 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
4. NORTH 89°31'02" EAST, A DISTANCE OF 183.61 FEET TO A POINT OF CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
5. ALONG A CURVE TO THE RIGHT, HAVING AN INTERIOR ANGLE OF 17°37'07", A RADIUS OF 842.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 81°40'25" EAST, 257.90 FEET, A TOTAL ARC LENGTH OF 258.92 FEET TO A POINT OF REVERSE CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
6. ALONG A CURVE TO THE LEFT, HAVING AN INTERIOR ANGLE OF 03°20'52", A RADIUS OF 758.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 74°32'18" EAST, 44.28 FEET, A TOTAL ARC LENGTH OF 44.29 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
7. NORTH 13°47'16" EAST, A DISTANCE OF 14.00 FEET TO A POINT OF CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
8. ALONG A CURVE TO THE LEFT, HAVING AN INTERIOR ANGLE OF 13°58'21", A RADIUS OF 744.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 83°11'54" EAST, 180.99 FEET, A TOTAL ARC LENGTH OF 181.44 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
9. NORTH 89°48'55" EAST, A DISTANCE OF 169.52 FEET TO THE **POINT OF BEGINNING** CONTAINING 2.939 ACRES, MORE OR LESS, IN HAYS COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES, INC. IN AUSTIN, TEXAS.

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS METES & BOUNDS DESCRIPTION.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THE FOREGOING DESCRIPTION ACCURATELY SETS OUT THE METES AND BOUNDS OF THIS DEDICATION.

ZACHARY KEITH PETRUS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6769
10814 JOLLYVILLE ROAD
CAMPUS IV, SUITE 200
AUSTIN, TEXAS 78759
PH. (512) 572-6674
ZACH.PETRUS@KIMLEY-HORN.COM



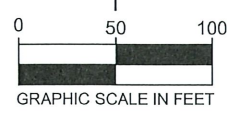
EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
2.939 ACRES

PHILIP SMITH SURVEY, ABSTRACT 415,
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»»Horn

10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759 FIRM # 10194624 Tel. No. (512) 418-1771 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	PTF	ZKP	4/26/2021	067783118	2 OF 5



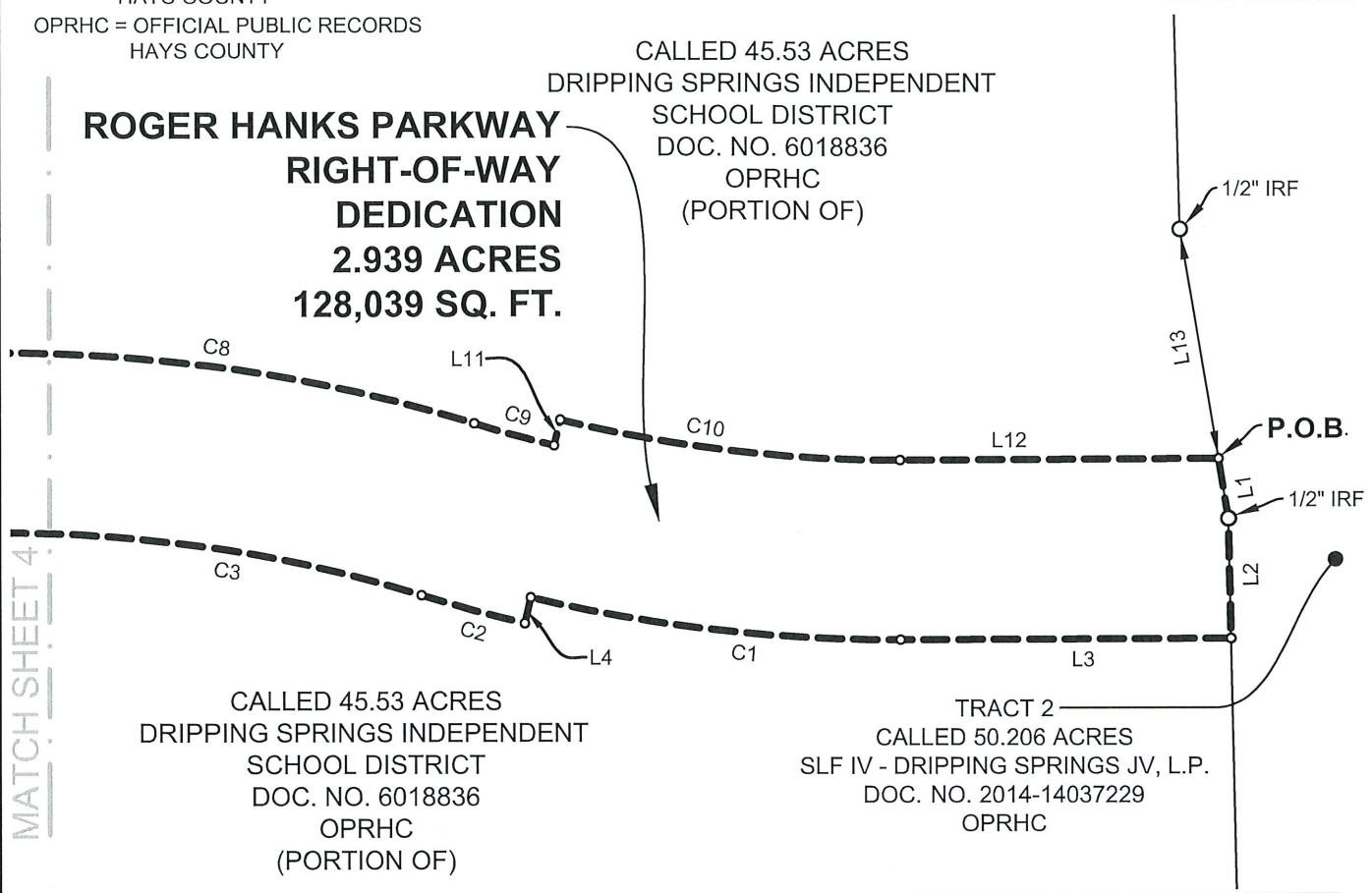
LEGEND:
 P.O.C. = POINT OF COMMENCING
 P.O.B. = POINT OF BEGINNING
 IRFC = IRON ROD W/CAP FOUND
 PRHC = PLAT RECORDS
 HAYS COUNTY
 DRHC = DEED RECORDS
 HAYS COUNTY
 OPRHC = OFFICIAL PUBLIC RECORDS
 HAYS COUNTY

**ROGER HANKS PARKWAY
 RIGHT-OF-WAY
 DEDICATION
 2.939 ACRES
 128,039 SQ. FT.**

CALLED 45.53 ACRES
 DRIPPING SPRINGS INDEPENDENT
 SCHOOL DISTRICT
 DOC. NO. 6018836
 OPRHC
 (PORTION OF)

CALLER 45.53 ACRES
 DRIPPING SPRINGS INDEPENDENT
 SCHOOL DISTRICT
 DOC. NO. 6018836
 OPRHC
 (PORTION OF)

TRACT 2
 CALLED 50.206 ACRES
 SLF IV - DRIPPING SPRINGS JV, L.P.
 DOC. NO. 2014-14037229
 OPRHC



MATCH SHEET 4

LINE TYPE LEGEND	
	PROPERTY LINE
	DEDICATION LINE
	EASEMENT LINE
	MATCH SHEET LINE

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THIS R.O.W. DEDICATION BOUNDARY EXHIBIT OF SURVEY ACCURATELY REFLECTS THE METES AND BOUNDS OF THIS DEDICATION.

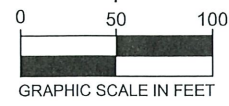
ZACHARY KEITH PETRUS
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6769
 10814 JOLLYVILLE ROAD
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**EXHIBIT "A"
 RIGHT-OF-WAY DEDICATION
 2.939 ACRES**

PHILIP SMITH SURVEY, ABSTRACT 415,
 CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»Horn					
10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759		FIRM # 10194624		Tel. No. (512) 418-1771 www.kimley-horn.com	
Scale 1" = 100'	Drawn by PTF	Checked by ZKP	Date 4/26/2021	Project No. 067783118	Sheet No. 3 OF 5

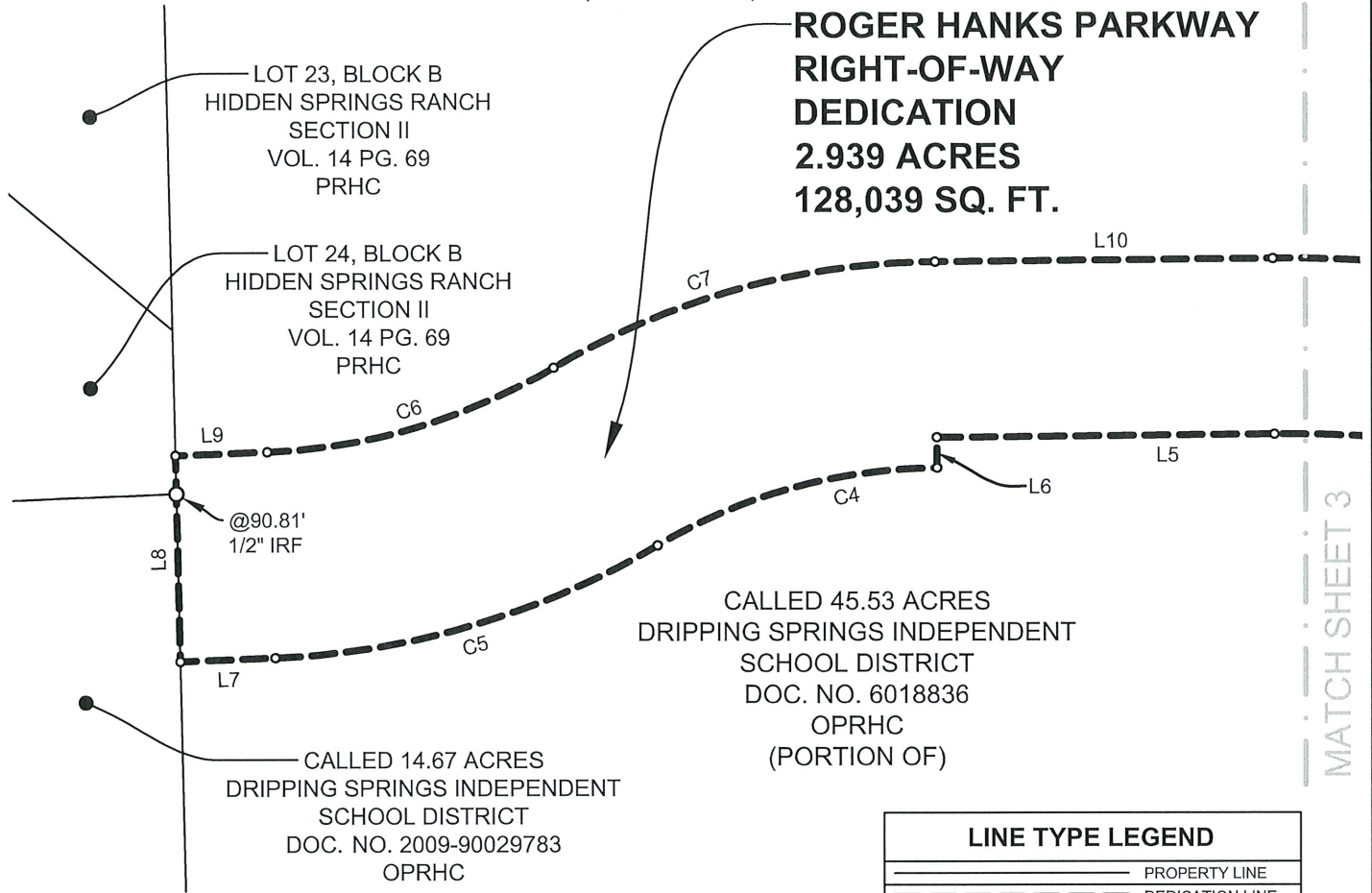


LEGEND:

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRFC = IRON ROD W/ CAP FOUND
- PRHC = PLAT RECORDS
HAYS COUNTY
- DRHC = DEED RECORDS
HAYS COUNTY
- OPRHC = OFFICIAL PUBLIC RECORDS
HAYS COUNTY

CALLED 45.53 ACRES
 DRIPPING SPRINGS INDEPENDENT
 SCHOOL DISTRICT
 DOC. NO. 6018836
 OPRHC
 (PORTION OF)

**ROGER HANKS PARKWAY
 RIGHT-OF-WAY
 DEDICATION
 2.939 ACRES
 128,039 SQ. FT.**



LOT 23, BLOCK B
 HIDDEN SPRINGS RANCH
 SECTION II
 VOL. 14 PG. 69
 PRHC

LOT 24, BLOCK B
 HIDDEN SPRINGS RANCH
 SECTION II
 VOL. 14 PG. 69
 PRHC

CALLED 45.53 ACRES
 DRIPPING SPRINGS INDEPENDENT
 SCHOOL DISTRICT
 DOC. NO. 6018836
 OPRHC
 (PORTION OF)

CALLED 14.67 ACRES
 DRIPPING SPRINGS INDEPENDENT
 SCHOOL DISTRICT
 DOC. NO. 2009-90029783
 OPRHC

MATCH SHEET 3

LINE TYPE LEGEND	
	PROPERTY LINE
	DEDICATION LINE
	EASEMENT LINE
	MATCH SHEET LINE

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THIS R.O.W. DEDICATION BOUNDARY EXHIBIT OF SURVEY ACCURATELY REFLECTS THE METES AND BOUNDS OF THIS DEDICATION.

ZACHARY KEITH PETRUS
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6769
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 AUSTIN, TEXAS 78759
 PH. (512) 572-6674
 ZACH.PETRUS@KIMLEY-HORN.COM



**EXHIBIT "A"
 RIGHT-OF-WAY DEDICATION
 2.939 ACRES**

PHILIP SMITH SURVEY, ABSTRACT 415,
 CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»Horn

10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759 FIRM # 10194624 Tel. No. (512) 418-1771 www.kimley-horn.com


Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	PTF	ZKP	4/26/2021	067783118	4 OF 5

LINE TABLE			CURVE TABLE					
NO.	BEARING	LENGTH	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
L1	S09°31'11"E	32.03'	C1	13°30'21"	839.00'	197.77'	N83°25'54"W	197.31'
L2	S01°10'11"E	63.40'	C2	3°48'52"	853.00'	56.79'	N74°46'18"W	56.78'
L3	S89°48'55"W	175.81'	C3	17°37'07"	747.00'	229.70'	N81°40'25"W	228.80'
L4	S13°19'16"W	14.00'	C4	29°51'59"	305.50'	159.25'	S74°35'02"W	157.45'
L5	S89°31'02"W	183.61'	C5	28°10'18"	444.50'	218.56'	S73°44'11"W	216.36'
L6	S00°28'58"E	16.50'	C6	28°10'18"	333.00'	163.73'	N73°44'11"E	162.09'
L7	S87°49'20"W	51.32'	C7	29°51'59"	417.00'	217.37'	N74°35'02"E	214.92'
L8	N01°15'27"W	111.51'	C8	17°37'07"	842.00'	258.92'	S81°40'25"E	257.90'
L9	N87°49'20"E	49.53'	C9	3°20'52"	758.00'	44.29'	S74°32'18"E	44.28'
L10	N89°31'02"E	183.61'	C10	13°58'21"	744.00'	181.44'	S83°11'54"E	180.99'
L11	N13°47'16"E	14.00'						
L12	N89°48'55"E	169.52'						
L13	N09°31'11"W	122.84'						

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION AND A RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT OF EVEN SURVEY DATE WAS CREATED IN CONJUNCTION WITH THIS LINE AND CURVE TABLE.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THIS LINE & CURVE TABLE OF SURVEY ACCURATELY REFLECTS THE METES AND BOUNDS OF THIS DEDICATION.



ZACHARY KEITH PETRUS
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6769
 10814 JOLLYVILLE ROAD
 CAMPUS IV, SUITE 200
 AUSTIN, TEXAS 78759
 PH. (512) 572-6674
 ZACH.PETRUS@KIMLEY-HORN.COM



EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
2.939 ACRES

PHILIP SMITH SURVEY, ABSTRACT 415,
 CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»Horn				
10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759		FIRM # 10194624		Tel. No. (512) 418-1771 www.kimley-horn.com
Scale	Drawn by	Checked by	Date	Project No.
N/A	PTF	ZKP	4/26/2021	067783118
				Sheet No. 5 OF 5

METES AND BOUNDS DESCRIPTION OF:
RIGHT-OF-WAY DEDICATION - 0.152 ACRES

BEING A 0.152 ACRE (6,617 SQ. FT.) RIGHT-OF-WAY DEDICATION SITUATED IN THE PHILIP SMITH SURVEY, ABSTRACT 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS; AND BEING A PORTION OF A CALLED 14.67 ACRE TRACT OF LAND DESCRIBED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 2009-90029783 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT A 1/2" IRON ROD FOUND AT AN ANGLE CORNER IN THE EASTERLY RIGHT-OF-WAY LINE OF GOLDEN EAGLE LANE (VARIABLE RIGHT-OF-WAY WIDTH), IN THE SOUTH BOUNDARY LINE OF LOT 27, BLOCK B OF THE HIDDEN SPRINGS RANCH SECTION II SUBDIVISION AS SHOWN ON PLAT RECORDED IN VOLUME 14, PAGE 69 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS; AND AT THE NORTHWEST CORNER OF SAID 14.67 ACRE TRACT;

THENCE, SOUTH 27°06'35" WEST, A DISTANCE OF 68.82 FEET TO THE **POINT OF BEGINNING**, FOR THE NORTHWEST CORNER OF THIS DEDICATION;

THENCE, DEPARTING THE EASTERLY RIGHT-OF-WAY LINE OF SAID GOLDEN EAGLE LANE AND OVER SAID 14.67 ACRE TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. NORTH 87°47'41" WEST, A DISTANCE OF 117.146 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS DEDICATION;
2. ALONG A CURVE TO THE LEFT, HAVING AN INTERIOR ANGLE OF 57°39'46", A RADIUS OF 80.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 58°57'46" EAST 77.16 FEET, A TOTAL ARC LENGTH OF 80.51 FEET TO A POINT OF REVERSE CURVATURE, FOR AN ANGLE CORNER OF THIS DEDICATION;
3. ALONG A CURVE TO THE RIGHT, HAVING AN INTERIOR ANGLE OF 21°30'45", A RADIUS OF 63.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 40°53'23" EAST, 23.52 FEET, A TOTAL ARC LENGTH OF 23.66 FEET TO A POINT OF REVERSE CURVATURE, FOR AN ANGLE CORNER OF THIS DEDICATION;
4. ALONG A CURVE TO THE LEFT, HAVING AN INTERIOR ANGLE OF 39°39'59" A RADIUS OF 194.00 FEET A CHORD BEARING AND DISTANCE OF NORTH 31°48'49" EAST, 131.64 FEET, A TOTAL ARC LENGTH OF 134.31 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THIS DEDICATION;
5. NORTH 01°25'57" WEST, A DISTANCE OF 64.72 FEET TO A POINT OF CURVATURE IN THE EASTERLY RIGHT-OF-WAY LINE OF SAID GOLDEN EAGLE LANE AND THE WEST BOUNDARY LINE OF SAID 14.67 ACRE TRACT, FOR AN ANGLE CORNER OF THIS DEDICATION; WHENCE A 1/2" IRON ROD FOUND MARKING THE SOUTHEAST END OF A CUTBACK CURVE THE THE RIGHT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SHANE LANE (CALLED 60' WIDTH RIGHT-OF-WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID GOLDEN EAGLE LANE AND AT THE NORTHEAST CORNER OF LOT 1, BLOCK D OF THE HIDDEN SPRINGS RANCH SECTION II SUBDIVISION AS SHOWN ON PLAT RECORDED IN VOLUME 14, PAGE 69 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS; BEARS SOUTH 49°01'41" WEST, A DISTANCE OF 32.46 FEET;

THENCE, ALONG A CURVE TO THE RIGHT FOLLOWING THE COMMON BOUNDARY LINE OF SAID 14.67 ACRE TRACT AND SAID GOLDEN EAGLE LANE, HAVING AN INTERIOR ANGLE OF 09°26'41", A CHORD BEARING AND DISTANCE OF NORTH 19°19'47" EAST, 106.19 FEET, A TOTAL ARC LENGTH OF 106.31 TO THE **POINT OF BEGINNING** CONTAINING 0.152 ACRES, MORE OR LESS, IN HAYS COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES, INC. IN AUSTIN, TEXAS.

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS METES & BOUNDS DESCRIPTION.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THE FOREGOING DESCRIPTION ACCURATELY SETS OUT THE METES AND BOUNDS OF THIS DEDICATION.

ZACHARY KEITH PETRUS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6769
10814 JOLLYVILLE ROAD
CAMPUS IV, SUITE 200
AUSTIN, TEXAS 78759
PH. (512) 572-6674
ZACH.PETRUS@KIMLEY-HORN.COM

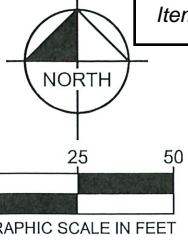


EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
0.152 ACRES
PHILIP SMITH SURVEY, ABSTRACT 415,
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»»Horn

10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759 FIRM # 10194624 Tel. No. (512) 418-1771 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	PTF	ZKP	4/26/2021	067783118	1 OF 2



LEGEND:

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRFC = IRON ROD W/CAP FOUND
- PRHC = PLAT RECORDS
HAYS COUNTY
- DRHC = DEED RECORDS
HAYS COUNTY
- OPRHC = OFFICIAL PUBLIC RECORDS
HAYS COUNTY

LOT 1, BLOCK C
HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PG. 69
PRHC

LOT 27, BLOCK B
HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PG. 69
PRHC

GOLDEN EAGLE LANE
(VARIABLE R.O.W. WIDTH)

SHANE LANE
(CALLED 60' R.O.W WIDTH)

60' R.O.W. EASEMENT
DOC. NO. 90029785,
VOL. 3772, PG. 758
OPRHC

**ROGER HANKS
PARKWAY RIGHT OF
WAY DEDICATION**
0.152 ACRES
6,617 SQ. FT.

CALLED 14.67 ACRES
DRIPPING SPRINGS INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 2009-90029783
OPRHC
(PORTION OF)

15' PUBLIC
UTILITY EASEMENT
VOL. 14, PG. 69
PRHC

LOT 1, BLOCK D
HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PG. 69
PRHC

5' DRAINAGE EASEMENT
DOC. NO. 90029786
VOL. 3772, PG. 764
OPRHC

LINE TYPE LEGEND

	PROPERTY LINE
	DEDICATION LINE
	EASEMENT LINE

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THIS R.O.W. DEDICATION BOUNDARY EXHIBIT OF SURVEY ACCURATELY REFLECTS THE METES AND BOUNDS OF THIS DEDICATION.

EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
0.152 ACRES

PHILIP SMITH SURVEY, ABSTRACT 415,
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»Horn

10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759 FIRM # 10194624 Tel. No. (512) 418-1771 www.kimley-horn.com

Scale 1" = 50'	Drawn by PTF	Checked by ZKP	Date 4/26/2021	Project No. 067783118	Sheet No. 2 OF 3
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ZACHARY KEITH PETRUS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6769
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CAMPUS IV, SUITE 200
AUSTIN, TEXAS 78759
PH. (512) 572-6674
ZACH.PETRUS@KIMLEY-HORN.COM



LINE TABLE		
NO.	BEARING	LENGTH
L1	S27°06'35"W	68.82'
L2	S87°47'41"W	117.46'
L3	S01°25'57"E	64.72'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	57°39'46"	80.00'	80.51'	N58°57'46"E	77.16'
C2	21°30'56"	63.00'	23.66'	N40°53'23"E	23.52'
C3	39°39'59"	194.00'	134.31'	N31°48'49"E	131.64'
C4	9°26'41"	644.92'	106.31'	S19°19'47"W	106.19'

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION AND A RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT OF EVEN SURVEY DATE WAS CREATED IN CONJUNCTION WITH THIS LINE AND CURVE TABLE.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THIS LINE & CURVE TABLE OF SURVEY ACCURATELY REFLECTS THE METES AND BOUNDS OF THIS DEDICATION.



ZACHARY KEITH PETRUS
 REGISTERED PROFESSIONAL
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 10814 JOLLYVILLE ROAD
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 AUSTIN, TEXAS 78759
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 ZACH.PETRUS@KIMLEY-HORN.COM



EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
0.152 ACRES

PHILIP SMITH SURVEY, ABSTRACT 415,
 CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»Horn					
10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759		FIRM # 10194624		Tel. No. (512) 418-1771 www.kimley-horn.com	
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	PTF	ZKP	4/26/2021	067783118	3 OF 3

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

TEMPORARY CONSTRUCTION EASEMENT

Date: _____, 2022

Grantor: **Dripping Springs Independent School District**, an independent school district and political subdivision of the State of Texas

Grantor's Address: 510 W. Mercer Street
Dripping Springs, Hays County, Texas 78620

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

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

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

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor

The Easement Tract shall be used by Grantee for [INSERT FOR EACH].

The Easement Tract is made and accepted subject to any and all conditions, encumbrances and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effective, either apparent or shown of record in the public records of Hays County, Texas.

Except as otherwise noted, the Easement Tract, rights and privileges herein granted shall terminate on or before ~~May 31, 2023~~ April 30, 2023, for that portion to the West/Northwest of the Grantor's stadium and for the remainder of the Easement Tract, on or before June 30, 2023.

Dripping Springs Independent School District ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto

THE CITY OF DRIPPING SPRINGS, TEXAS, a General Law municipality located in Hays County, Texas (“Grantee”) the Easement in, upon, across, over, along and through the Easement Tract TO HAVE AND TO HOLD the same for the Duration to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction of roadway improvements.

Grantor, on behalf of Grantor and its successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, except as stated herein, when the claim is by, through or under Grantor, but not otherwise, for the Duration of the Easement.

CHARACTER OF EASEMENT:

The Easement rights of use granted herein are temporary and limited to the Duration stated herein. The Easement is for the benefit of Grantee.

PURPOSE OF EASEMENT:

The Easement shall be used for access to the project site and for construction of roadway located on and north of Roger Hanks Parkway within what is known as the Draper Tract and other purposes related to construction of the Project.

DURATION OF EASEMENT:

This Easement is temporary, and will become effective from the date of execution of the Easement and continuing for one (1) year, when it will terminate, unless extended in writing by Grantor prior to expiration (“Duration”).

USE OF EASEMENT:

Prior to the start of construction, Grantee agrees to install any temporary barriers to separate the Easement Tract from Grantor’s property. Prior to termination of the easement, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove temporary barriers, remove any temporary access roads, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor.

GRANTOR USE:

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

|

When the context requires, singular nouns and pronouns include the plural.

By: EXHIBIT ONLY - NOT FOR SIGNATURE

THE STATE OF TEXAS

§

ACKNOWLEDGMENT

§

COUNTY OF HAYS

§

BEFORE ME, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she is the President of the Board of Trustees; that she was authorized to execute such instrument pursuant to resolution of the Board of _____ Trustees adopted on _____; May 23, 2022; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2022.

EXHIBIT ONLY - NOT FOR SIGNATURE

Notary Public, State of Texas

Return to Grantee's Address:

EXHIBIT "A"
EASEMENT TRACT

[DEPICTION TO BE REPLACED WITH METES AND BOUNDS WHEN AVAILABLE]

METES AND BOUNDS DESCRIPTION OF:
 PUBLIC DRAINAGE AND PEDESTRIAN ACCESS EASEMENT - 0.239 ACRES

BEING A 0.239 ACRE (10,407 SQ. FT.) PUBLIC DRAINAGE AND PEDESTRIAN ACCESS EASEMENT SITUATED IN THE PHILIP SMITH SURVEY, ABSTRACT 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 14.67 ACRE TRACT OF LAND DESCRIBED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 09921952 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 14.67 ACRE TRACT AND THE SOUTHEAST CORNER OF LOT 24, BLOCK B OF THE HIDDEN SPRINGS RANCH SECTION II SUBDIVISION, AS SHOWN ON PLAT RECORDED IN VOLUME 14, PAGE 69 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS; THEN CONTINUING ALONG THE COMMON BOUNDARY LINE OF A CALLED 45.53 ACRE TRACT OF LAND DESCRIBED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 6018836 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND SAID LOT 24 A DISTANCE OF 60.01 FEET TO THE POINT OF BEGINNING FOR THE NORTHEAST CORNER OF THIS EASEMENT;

THENCE, ACROSS SAID 14.67 ACRE TRACT THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. SOUTH 01°15'21" EAST, A DISTANCE OF 40.01 FEET TO A POINT FOR AN ANGLE CORNER OF THIS EASEMENT;
2. SOUTH 87°47'44" WEST, A DISTANCE OF 227.13 FEET TO A POINT FOR AN ANGLE CORNER OF THIS EASEMENT;
3. NORTH 02°12'16" WEST, A DISTANCE OF 25.00 FEET TO A POINT OF CORNER OF THIS EASEMENT;
4. SOUTH 87°47'44" WEST, A DISTANCE OF 87.21' FEET TO A POINT OF CORNER OF THIS EASEMENT;
5. NORTH 02°11'00" WEST, A DISTANCE OF 15.00 FEET TO A POINT OF CORNER OF THIS EASEMENT;
6. NORTH 87°47'44" EAST, A DISTANCE OF 315.00 FEET TO A POINT FOR AN ANGLE CORNER OF THIS EASEMENT;

LINE TABLE		
NO.	BEARING	LENGTH
L1	S01°15'21"E	40.01'
L2	S87°47'44"W	227.13'
L3	N02°12'16"W	25.00'
L4	S87°47'44"W	87.21'
L5	N02°11'00"W	15.00'
L6	N87°47'44"E	315.00'

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A RIGHT-OF-WAY EASEMENT BOUNDARY EXHIBIT AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS METES & BOUNDS DESCRIPTION.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THE FOREGOING DESCRIPTION ACCURATELY SETS OUT THE METES AND BOUNDS OF THIS EASEMENT.

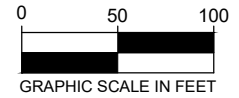
EXHIBIT "A"
PUBLIC DRAINAGE AND PEDESTRIAN ACCESS EASEMENT
 0.239 ACRES

PHILIP SMITH SURVEY, ABSTRACT 415,
 CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

ZACHARY KEITH PETRUS
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6769
 10814 JOLLYVILLE ROAD
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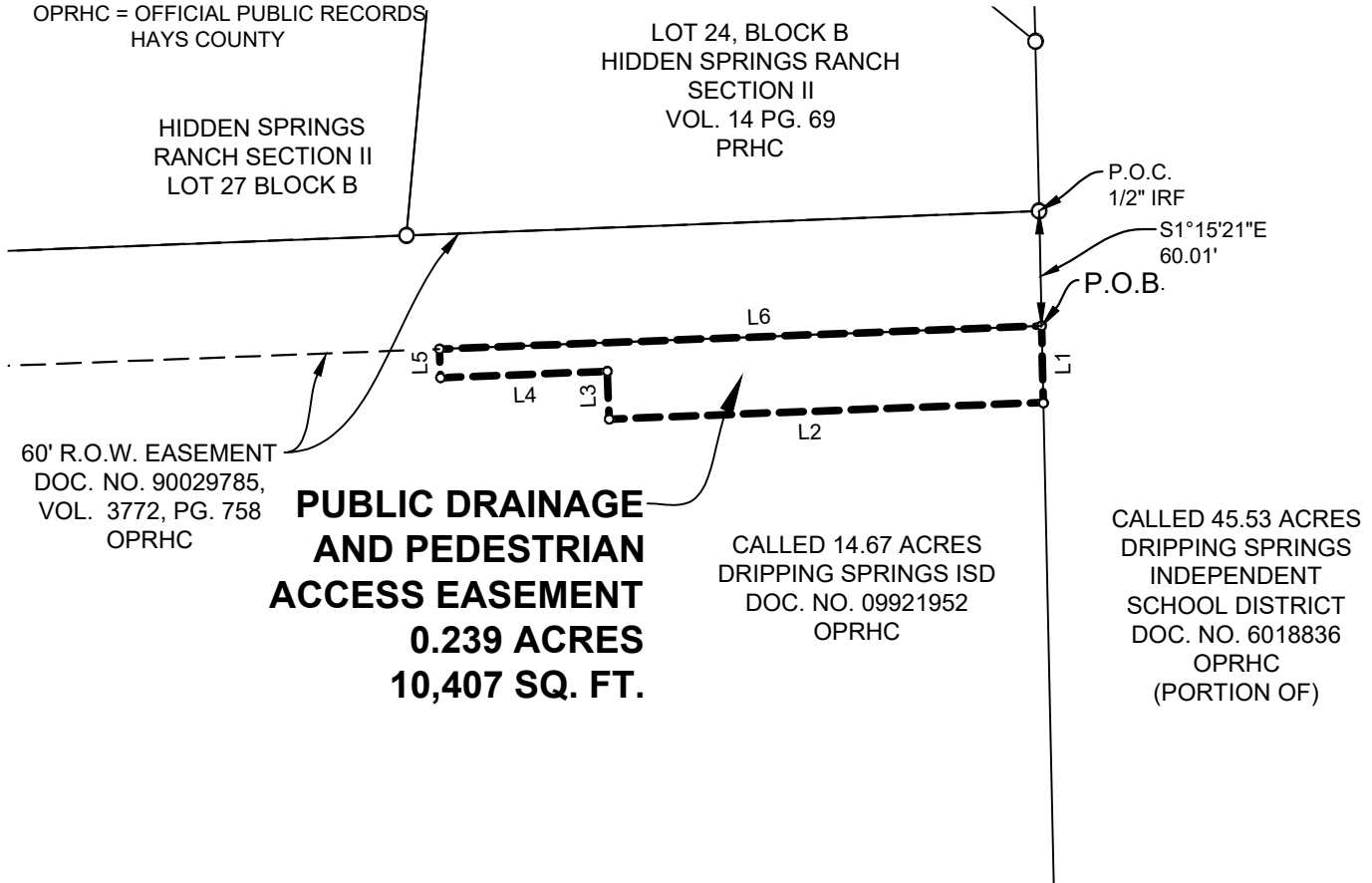
PRELIMINARY
 THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

Kimley»Horn					
10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759		FIRM # 10194624		Tel. No. (512) 418-1771 www.kimley-horn.com	
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	PTF	ZKP	12/15/2021	067783118	1 OF 2



LEGEND:

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRFC = IRON ROD W/CAP FOUND
- PRHC = PLAT RECORDS
HAYS COUNTY
- DRHC = DEED RECORDS
HAYS COUNTY
- OPRHC = OFFICIAL PUBLIC RECORDS
HAYS COUNTY



LINE TYPE LEGEND	
	PROPERTY LINE
	EASEMENT LINE
	EASEMENT LINE
	MATCH SHEET LINE

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS RIGHT-OF-WAY EASEMENT BOUNDARY EXHIBIT.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THIS R.O.W. EASEMENT BOUNDARY EXHIBIT OF SURVEY ACCURATELY REFLECTS THE METES AND BOUNDS OF THIS EASEMENT.

EXHIBIT "A"
PUBLIC DRAINAGE AND PEDESTRIAN ACCESS EASEMENT
0.239 ACRES

PHILIP SMITH SURVEY, ABSTRACT 415,
 CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

ZACHARY KEITH PETRUS
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6769
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	PTF	ZKP	12/15/2021	067783118	2 OF 2

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

PEDESTRIAN AND DRAINAGE EASEMENT

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

That Dripping Springs Independent School District, whose current address is 510 Mercer Street, Dripping Springs, Texas, their successors and assigns, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by **CITY OF DRIPPING SPRINGS, TEXAS**, its agents and assigns, hereinafter referred to as "Grantee", receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Easement Area"):

A 0.239 ACRE (10,407 SQ. FT.) PUBLIC DRAINAGE AND PEDESTRIAN ACCESS EASEMENT SITUATED IN THE PHILIP SMITH SURVEY, ABSTRACT 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 14.67 ACRE TRACT OF LAND DESCRIBED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 09921952 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS

The perpetual easement rights and privileges herein granted shall be used for the guarantee of use of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of storm sewer utilities and drainage facilities and pedestrian facilities upon the Easement Area, to-wit: all surface and subsurface drainage structures, lines, connecting lines, access facilities and related equipment, all necessary conduits, valves, vaults, manholes, ventilators and appurtenances, and any necessary accessories thereto (collectively the "Facilities"). The Facilities excludes the driveway constructed by Grantee for Grantor, said driveway shall be maintained by Grantor as a private driveway. Grantor reserves the right to control the access, ingress, egress, and use of the driveway.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described Easement Area to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Hays County, Texas or apparent on the ground.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual.

The perpetual easement, rights, and privileges granted herein are non-exclusive; however, Grantors cannot perform any activity upon the easement area that will interfere or be inconsistent with the rights, uses, and facilities within the Easement Area for any purpose. Notwithstanding the foregoing, no permanent buildings may be construction within the Easement Area. This restriction shall not prevent Grantor from constructing and maintaining parking, driveways and landscaping on the surface of the Easement Area, as such right is specifically reserved to Grantors so long as such activity is compatible with the use of the Easement Area.

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the Easement Area; and
- (b) Grantee shall promptly backfill any trench made by it on the Easement Area and repair any damage it shall do to Grantors property due to its work, if any, in or around the Easement Area.

It is understood and agreed that any Facilities placed upon the Easement Area by Grantee shall remain the property of Grantee, save and except for the driveway to be installed by Grantee for the benefit of Grantor. And improvements placed in the Easement Area by Grantor shall remain the property of Grantor.

Grantor hereby conveys the non-exclusive easement in the Easement Area as drainage and storm sewer easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said Easement Area, or any part thereof, for the purpose of constructing or maintaining said utilities and Facilities and for making connections therewith, and Grantor does hereby bind itself, it's successors and assigns and legal representatives, to WARRANT AND FOREVER DEFEND, all and singular, the said easement and rights and interests unto the City of Dripping Springs, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by and through Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the _____ day of the month of _____, 2022.

GRANTOR:

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

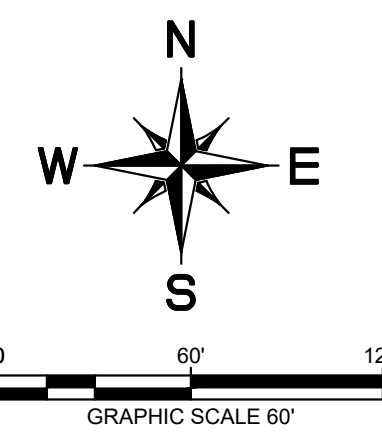
This instrument was acknowledged before me on this the ____ day of the month of _____, 2022, by _____, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

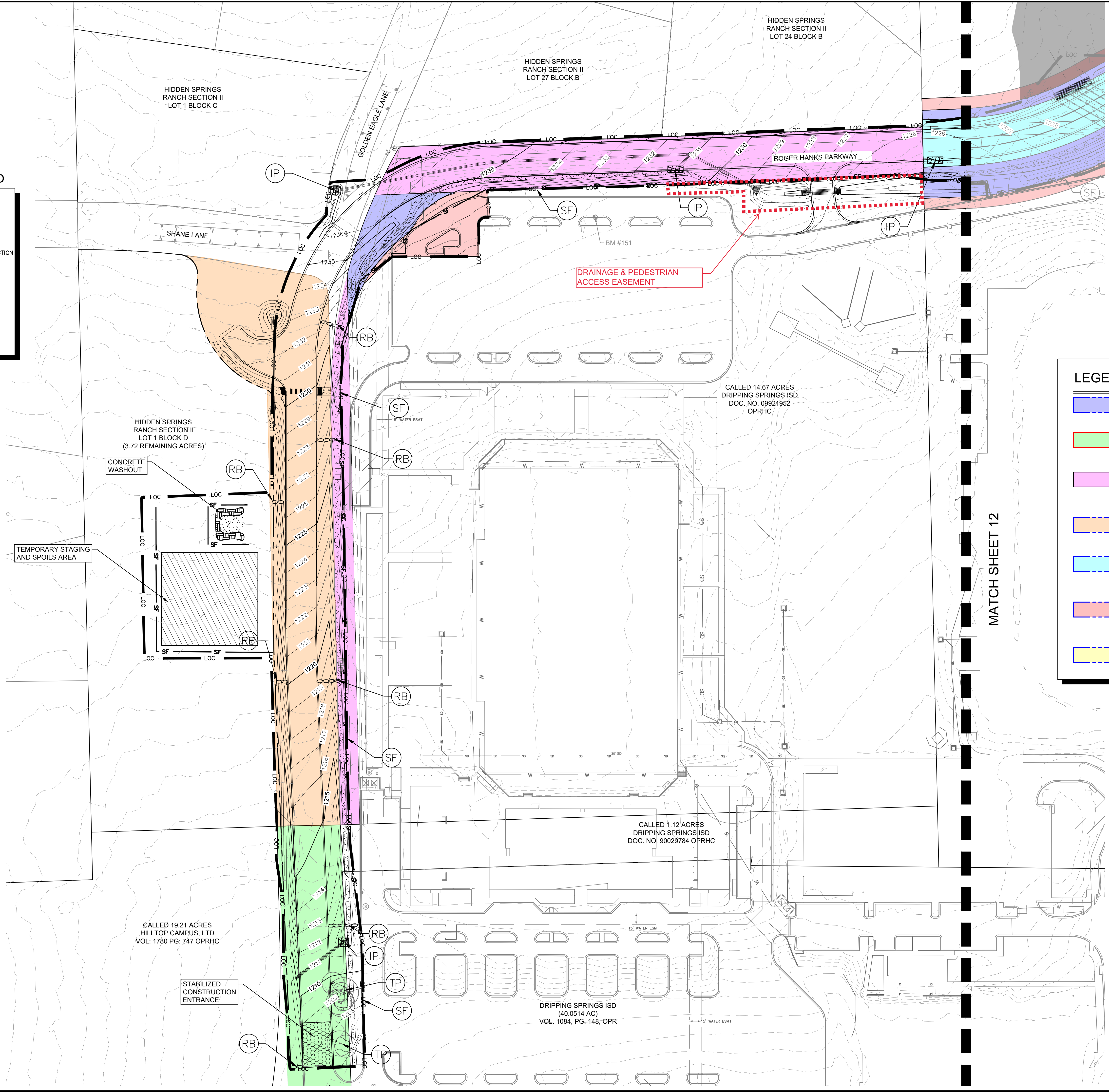
Notary Public, State of _____

Plotted By: Duffly, Daniel. Date: March 11, 2022. 07:24:09am. File Path: K:\AUS_Civil\06778317-Heritage-MI-Homes\ROGER HANKS PARKWAY\Code\Exhibits\ROW OVERLAP ON E&S-NO FOND.dwg
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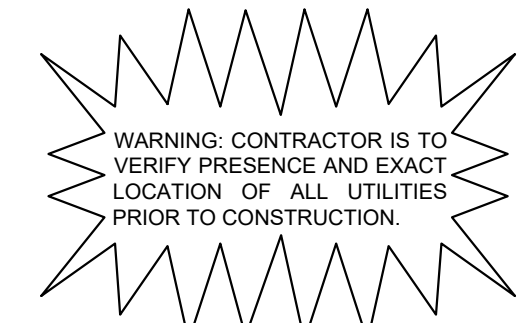
EROSION CONTROL LEGEND

	PROPERTY LINE
	PROPOSED CONTOUR
	EXISTING CONTOUR
	SILT FENCE
	STABILIZED CONSTRUCTION ENTRANCE/EXIT
	INLET PROTECTION
	ROCK BERM
	LIMITS OF CONSTRUCTION
	TREE PROTECTION



LEGEND

	REQUESTED ADDITIONAL RIGHT OF WAY
	EXISTING R.O.W.
	EXISTING ROADWAY EASEMENT
	RIGHT OF WAY TO BE DEDICATED BY THE CITY OF DRIPPING SPRINGS
	60' AGREED UPON RIGHT OF WAY TO BE DEDICATED
	TEMPORARY CONSTRUCTION EASEMENT
	DRAINAGE EASEMENT



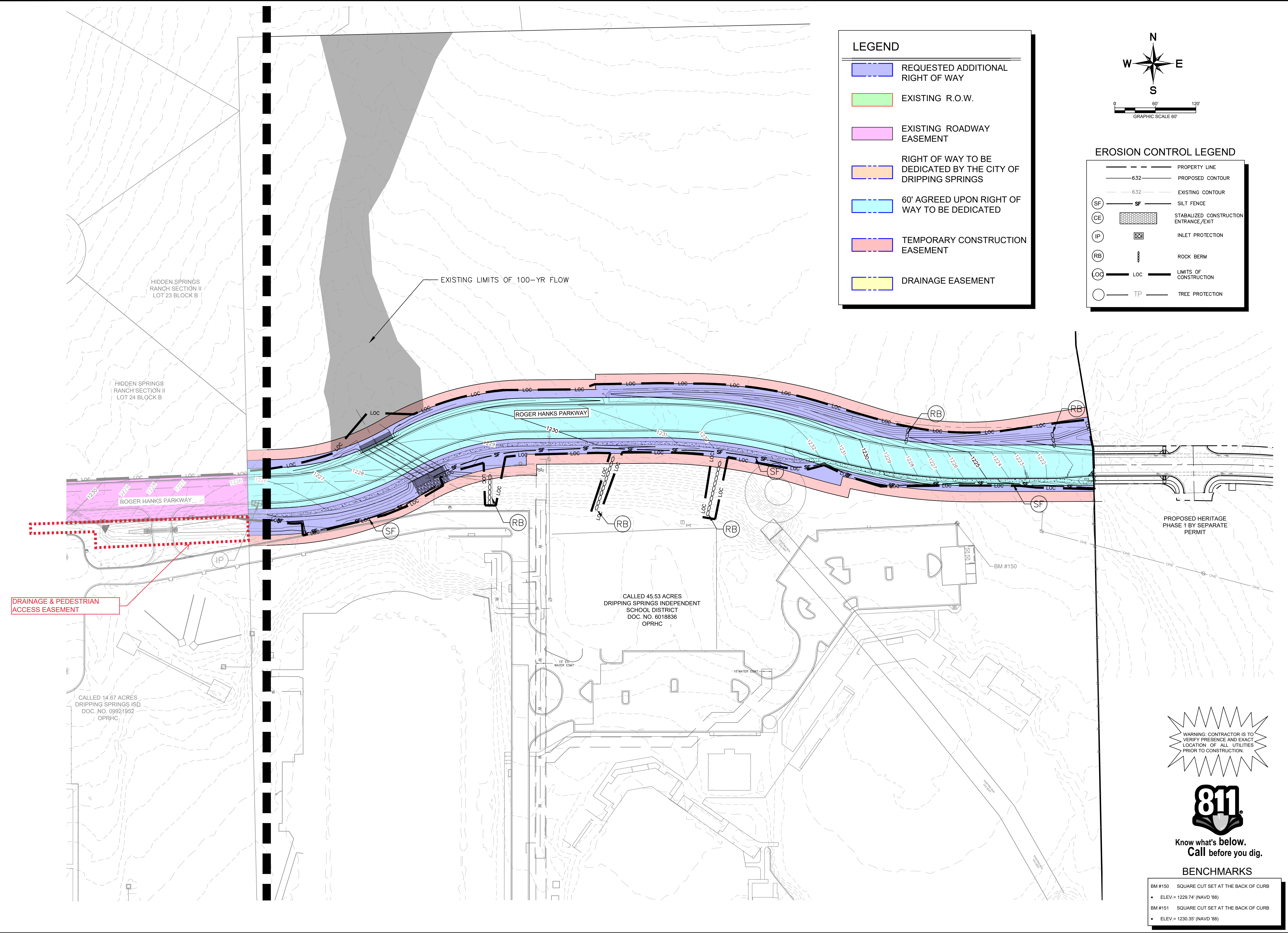
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BENCHMARKS

- BM #150 SQUARE CUT SET AT THE BACK OF CURB
• ELEV.= 1229.74' (NAVD '88)
- BM #151 SQUARE CUT SET AT THE BACK OF CURB
• ELEV.= 1230.35' (NAVD '88)

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KHA PROJECT 06778317	DATE SEPTEMBER 2021	SCALE: AS SHOWN DESIGNED BY: AEG DRAWN BY: AEG CHECKED BY: BJB
ROGER HANKS PARKWAY EXTENSION II CITY OF DRIPPING SPRINGS HAYS COUNTY, TEXAS		
SHEET NUMBER		REVISIONS No. DATE

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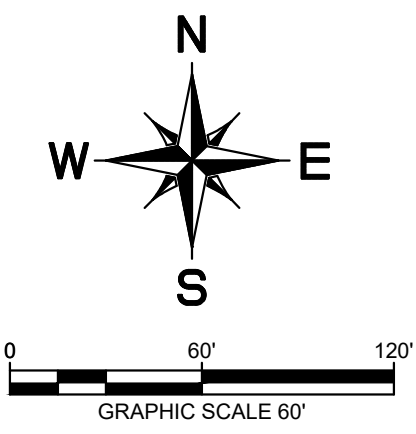


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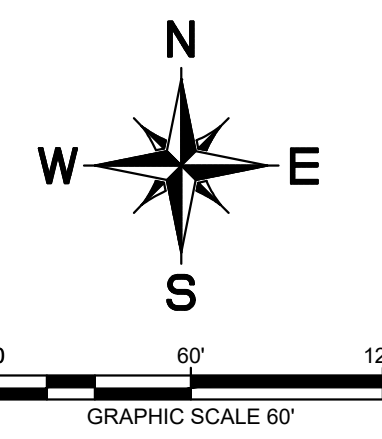
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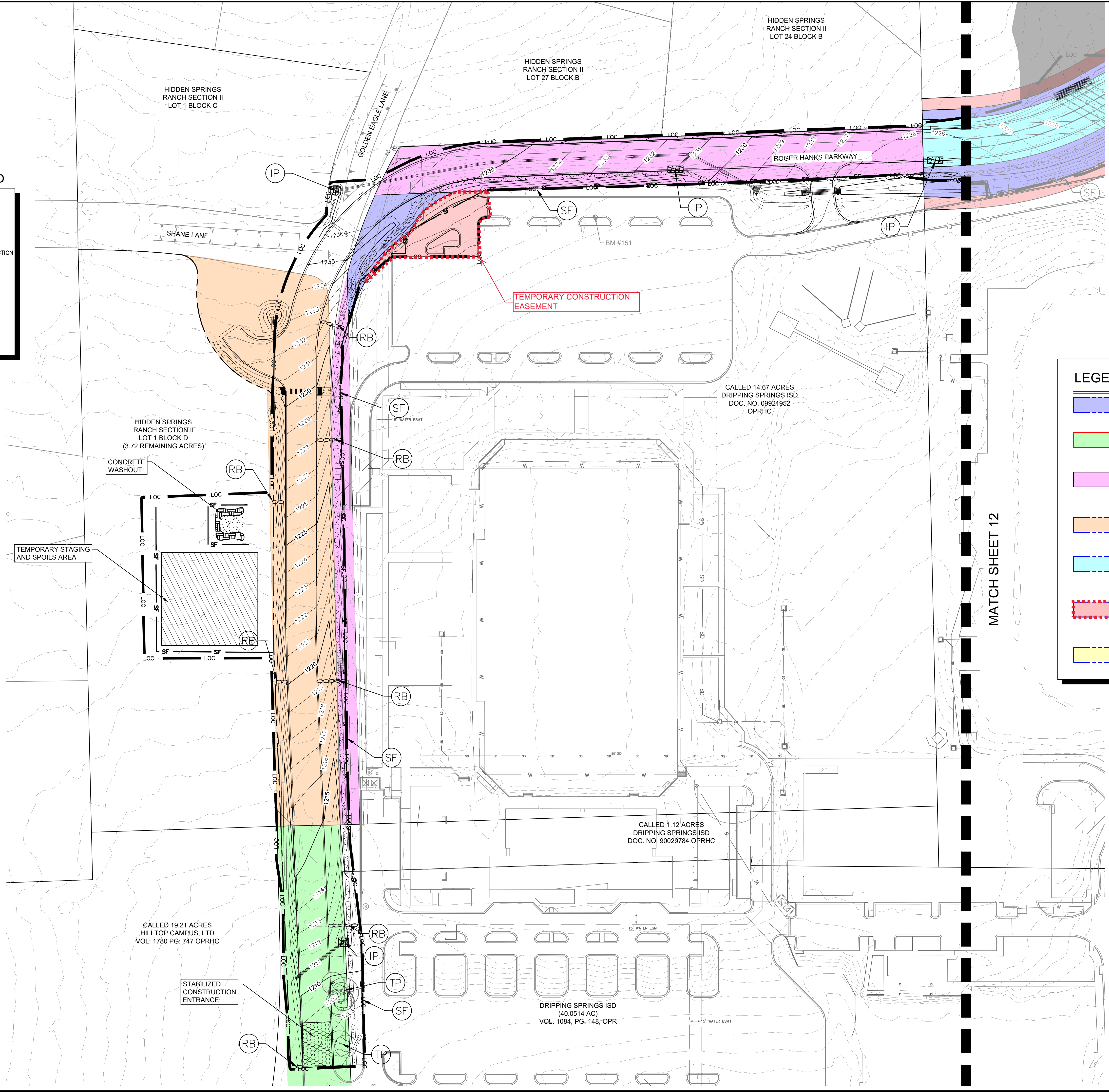
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		REVISIONS	DATE	B
KHA PROJECT	06778317	DATE	SEPTEMBER 2021	
SCALE	AS SHOWN	DESIGNED BY	ACG	
DRAWN BY	ACG	CHECKED BY	BUB	
<p>ROGER HANKS PARKWAY EXTENSION II CITY OF DRIPPING SPRINGS HAYS COUNTY, TEXAS</p>				
<p>811 Know what's below. Call before you dig.</p>				
<p>BENCHMARKS</p> <ul style="list-style-type: none"> BM #150 SQUARE CUT SET AT THE BACK OF CURB • ELEV.= 1229.74' (NAVD '88) BM #151 SQUARE CUT SET AT THE BACK OF CURB • ELEV.= 1230.35' (NAVD '88) 				
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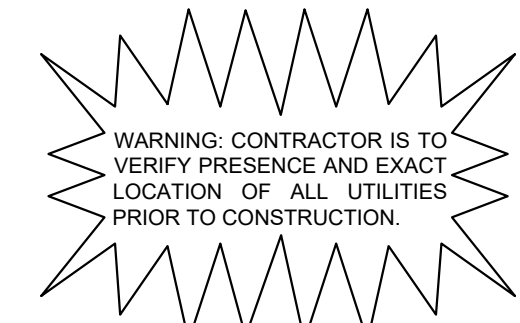
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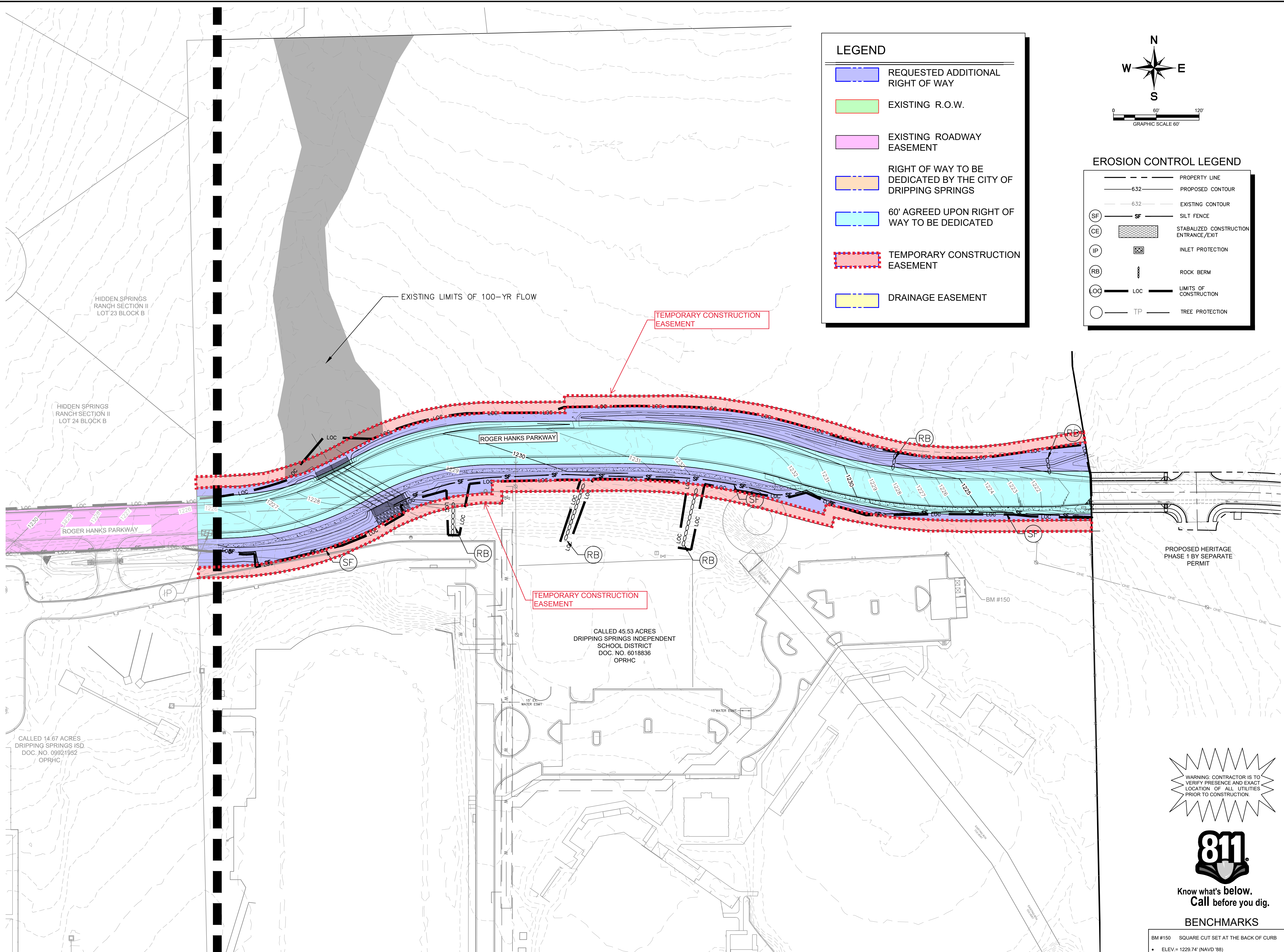
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DESIGNED BY:	AEG
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CHECKED BY:	BJB

**ROGER HANKS PARKWAY
EXTENSION II**
 CITY OF DRIPPING SPRINGS
 HAYS COUNTY, TEXAS

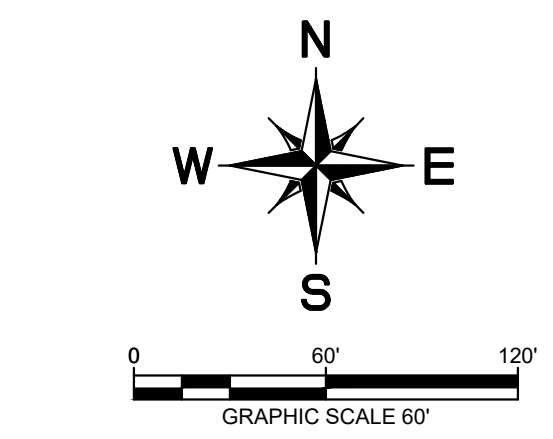
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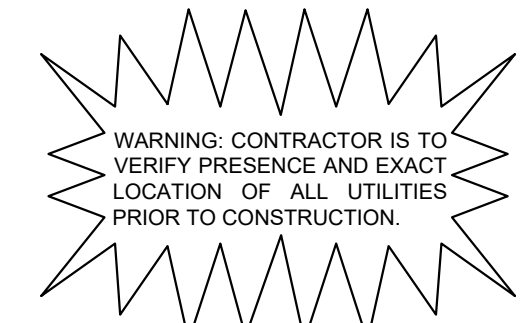
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DESIGNED BY:	AEC
DRAWN BY:	AEC
CHECKED BY:	BUB

CALLED 14.67 ACRES
 DRIPPING SPRINGS ISD
 DOC. NO. 09921952
 OPRHC

CALLED 45.53 ACRES
 DRIPPING SPRINGS INDEPENDENT
 SCHOOL DISTRICT
 DOC. NO. 6018836
 OPRHC



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ROGER HANKS PARKWAY
 EXTENSION II
 CITY OF DRIPPING SPRINGS
 HAYS COUNTY, TEXAS

SHEET NUMBER

PARTIAL EXTENSION OF LEASE AGREEMENT
Stephenson Building

- 1. Parties.** This lease (“Lease”) is made and entered by and between the City of Dripping Springs (“City”) and the Veterans of Foreign Wars (VFW) Post 2933 and American Legion Post 290 (“Tenants”). The City is an incorporated municipality located at 511 Mercer Street, Dripping Springs, Texas 78620. The Tenants can be reached at P.O. Box 1413, Dripping Springs, Texas 78620.
- 2. Purpose.** The City will provide a space for the Tenants, including a restroom and large meeting room, at the rear of the Stephenson Building. The premises are to be used exclusively by Tenants for the purposes of conducting meetings and civic events. It is contemplated that the premises will be used for Tenants’ association meetings (monthly and district).
- 3. Extension.** In accordance with Section IV (A) of the Lease Agreement dated June 13, 2017, the Landlord and Tenant are exercising the option to extend (i.e., renew) the lease for an additional twenty-three (23) days period through July 1, 2022.
- 4. Clauses & Covenants.**
 - A. Tenants agree to:
 - i. Premises. Accept the Premises in the present condition “AS IS,” the Premises being currently suitable for Tenants’ intended use. Obey all laws, ordinances, orders, rules, and regulations applicable to the use, condition, and occupancy of the Premises, including the most current International Building Code, as may be amended, and the City’s Historic Preservation ordinances as currently adopted or as amended in the future and found in Article 24.07 of the City of Dripping Springs Code of Ordinances. Tenants are responsible for all permitting and inspection fees, as may be required. Allow City to enter the Premises to perform City’s obligations, to inspect the Premises, and to use the City’s storage area on the Premises.
 - ii. Payment. Pay the Base Rent of one (\$1.00) dollar to City at City’s Address on the anniversary of the signing of the Lease Agreement every year, with the first payment due upon execution of this Lease. Pay all utilities as they come due, including but not limited to water, electricity, and waste disposal. The tenant shall pay for the costs of water and electricity that are over the average monthly amounts billed to the City for the past year. The average monthly amount for electricity was \$80.00 and the average monthly amount for water was \$39.00.
 - iii. Maintenance and Repair of Premises. Repair, replace, and maintain any improvement or part of the Premises. These repairs, replacements, maintenance, and improvements shall be done solely at Tenants’ expense. Repair any damage to the Premises caused by Tenants. Before commencement of any repairs: (a) any major repairs of the building, including any changes to the exterior of the building, must be approved by the City Council; and (b) any minor repairs shall be approved by the City Administrator. Maintain the premises immediately surrounding the building in a condition suitable for its intended use under this lease, including any landscaping, fencing, and the Welcome Sign.

- iv. **Insurance.** Maintain public liability coverage for the Premises and name the City as an additional named insured. Maintain insurance on Tenant's improvements and personal property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas. Deliver certificates of insurance to the City before the execution of this Lease and thereafter when requested.
 - v. **Indemnification.** Indemnify defend, and hold city harmless from any loss, attorney's fees, court and other costs, or claims arising out of Tenant's use of the Premises.
 - vi. **Termination of Lease.** Vacate and surrender the Premises on termination of this lease, including termination upon ninety (90) days' notice by City in cases of neglect, waste, or failure to pay timely rent.
- B. Tenant agrees not to:
- i. **Use of Premises.** Use the Premises for any purpose other than that stated in this Lease nor sublease or assign its use of the Premises in ways other than what is provided herein.
 - ii. The Tenants shall also agree not to (a) create or permit a nuisance; (b) use the Premises in any way that is extra-hazardous, would increase insurance premiums, or would void insurance on the building; or (c) alter the Premises without City's written consent, which may be given by the City Council as outline in Section A (iii) above.
- C. Landlord agrees to:
- i. **Premises.** The City will provide access to a restroom and large meeting room at the rear of the Stephenson Building, as described above, and ADA-Compliant and accessible parking and access routes.
 - ii. **Utilities.** Access to utilities including electricity, water, wastewater, and trash, pursuant to the costs described.
- 5. Termination.** This lease may be terminated by either party upon receipt of written notice ninety (90) days prior to the termination date.
- 6. Utilities.** The City shall ensure that the building has adequate utilities for the Tenants' purposes. Tenants shall be responsible for the costs of the utilities, including water, trash, and electricity as described in Section A (ii).
- 7. Non-Incorporation.** This Lease constitutes the entire agreement between the Parties with regard to the matters made the subject of this Lease. There are no verbal representations, inducements, agreements, or understandings between the Parties other than those specifically set forth herein.
- 8. Amendments.** No modifications, amendments, or supplements to or waivers of any provision of this Lease will be valid unless made in writing and signed by both Parties to this Lease.
- 9. Force Majeure.** Neither Party will be liable to the other for any default or delay in the performance of its obligations under this Lease caused by force majeure, provided the Party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within the Party's control. Force majeure is defined as those cause

beyond the control of the Party that are generally recognized under Texas law as a force majeure event, such as acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party.

- 10. Governing Law and Venue.** This Lease will be construed under and in accordance with the laws of the State of Texas. Venue for any litigation between the Parties will be Hays County, Texas.
- 11. Attorney's Fees.** If City retains an attorney to enforce this lease and City prevails in litigation, City is entitled to recover reasonable attorney's fees and court and other costs.
- 12. No Joint Enterprise.** The provisions of this Lease are not intended to create, nor will they be in any way construed to create, a joint venture, a partnership, or to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Parties whatsoever with respect to the Parties' indebtedness, liabilities, and obligations.
- 13. Severability.** If any provision of this lease is held to be invalid, unenforceable, or illegal in any respect, such provision will be fully severable, and the remainder of this Lease will remain valid and in full force and effect.
- 14. Abatement.** Tenant's covenant to pay rent and Utility Payments and City's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.
- 15. Release of Claims/Subrogation.** Tenant agrees to release City from any claim, by subrogation or otherwise, for any damage to the Premises, the building, or personal property within the building, by reason of fire or the elements, regardless of cause, including negligence of City or Tenant. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.
- 16. City Default.** Defaults by city are failing to comply with any provision of this lease within thirty (30) days after written notice and failing to provide Essential Services to Tenant within ten (10) days after written notice. Tenant's remedies for City's default are, if City fails to comply with any provision of this lease within thirty (30) days of written notice, to terminate this lease.
- 17. Tenant Default.** Defaults by Tenant are (a) failing to pay timely Rent or utilities; (b) abandoning or vacating a substantial portion of the Premises; or (c) failing to comply, within 10 (10) days after written notice, with any provision of this lease other than the defaults set forth in (a), (b), and (c) above. City's remedies for Tenant's default are to: (a) enter and take possession of the Premises, after which City may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting and Tenant agrees to reimburse City for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. City may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may

lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

- 18. Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law, City and Tenant have a duty to mitigate damages.
- 19. Holdover.** If Tenant does not vacate the Premises following termination of this Lease, Tenant will become a tenant at-will and must vacate the Premises on Receipt of notice from City. No Holding over by Tenant, whether with or without the consent of City, will extend the Term.
- 20. Notices.** Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

If to the CITY:

Michelle Fischer
 City Administrator
 City of Dripping Springs
 511 Mercer Street
 Dripping Springs, TX 78620
 Telephone: (512) 858-4725
 Email: mfischer@cityofdrippingsprings.com

If to the Tenants:

Commander
 VFW Post 2933
 P.O. Box 216
 Dripping Springs, Texas 78620

Commander
 American Legion Post 290
 P.O. Box 1413
 Dripping Springs, Texas 78620

- 21. Signatory Authorization.** The signatories for the Parties hereby represent and warrant that each has full and complete authority to enter into this Agreement.

Executed this, the _____ day of _____ 2022.

CITY OF DRIPPING SPRINGS:

VETERANS OF FOREIGN WARS:

Bill Foulds Jr., Mayor

,Commander

AMERICAN LEGION POST:

,Commander

ATTEST:

Andrea Cunningham, City Secretary

STATE OF TEXAS §
COUNTY OF HAYS §
CITY OF DRIPPING SPRINGS §

LEASE AGREEMENT:

Stephenson Building (Partial)
101 Old Fitzhugh Road, Dripping Springs, Texas

I. PARTIES

This lease (“Lease”) is made and entered by and between the City of Dripping Springs (“City”) and the Veterans of Foreign Wars (VFW) Post 2933 and American Legion Post 290 (“Tenants”). The City of Dripping Springs, Texas, is an incorporated municipality located at 511 Mercer Street, Dripping Springs, Texas 78620. The Veterans of Foreign Wars (VFW) Post 2933 and American Legion Post 290 can be reached at P.O. Box 1413, Dripping Springs, Texas 78620.

II. PURPOSE

The City will provide a space for the Tenants, including a restroom and large meeting room, at the rear of the Stephenson Building, as illustrated in the diagram of the building in Attachment A. The building is located at 101 Old Fitzhugh Road, Dripping Springs, Texas, at the intersection of Mercer Street and Old Fitzhugh Road. The premises are to be used exclusively by Tenants for the purposes of conducting meetings and civic events. It is contemplated that the premises will be used for Tenants’ association meetings (monthly and district).

III. RESPONSIBILITIES OF PARTIES

A. City agrees to:

1. **Premises.** The City will provide access to a restroom and large meeting room at the rear of the Stephenson Building, as described above, and ADA-compliant and accessible parking and access routes.
2. **Utilities.** Access to utilities including electricity, water, wastewater, and trash, pursuant to the costs described below.

B. Tenants agree to:

1. **Premises.** Accept the Premises in their present condition “AS IS,” the Premises being currently suitable for Tenants’ intended use. Obey all laws, ordinances, orders, rules, and regulations applicable to the use, condition, and occupancy of the Premises, including the most current International Building Code, as may be amended, and the City’s Historic Preservation ordinances as currently adopted or as amended in the future and found in Article 24.07 of the City of Dripping

Springs Code of Ordinances. Tenants are responsible for all permitting and inspection fees, as may be required. Allow City to enter the Premises to perform City's obligations, to inspect the Premises, and to use the City's storage area on the Premises.

2. **Payment.** Pay the Base Rent to City at City's Address on the anniversary of the signing of the Lease Agreement every year, with the first payment due upon execution of this Lease. Pay all utilities as they come due, including but not limited to water, electricity, and waste disposal. The Tenant shall pay for the costs of water and electricity that are over the average monthly amounts billed to the City for the past year. The average monthly amount for electricity was \$80.00 and the average monthly amount for water was \$39.00.
3. **Maintenance and Repair of Premises.** Repair, replace, and maintain any improvement or part of the Premises. These repairs, replacements, maintenance, and improvements shall be done solely at Tenants' expense. Repair any damage to the Premises caused by Tenants. Before commencement of any repairs: (a) any major repairs of the building, including any changes to the exterior of the building, must be approved by the City Council; and (b) any minor repairs shall be approved by the City Administrator. Maintain the premises immediately surrounding the building in a condition suitable for its intended use under this lease, including any landscaping, fencing, and the Welcome Sign.
4. **Insurance.** Maintain public liability coverage for the Premises and name the City as an additional named insured. Maintain insurance on Tenant's improvements and personal property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas. Deliver certificates of insurance to the City before the execution of this Lease and thereafter when requested.
5. **Indemnification.** Indemnify, defend, and hold City harmless from any loss, attorney's fees, court and other costs, or claims arising out of Tenant's use of the Premises.
6. **Termination of Lease.** Vacate and surrender the Premises on termination of this lease, including termination upon ninety (90) days' notice by City in cases of neglect, waste, or failure to pay timely rent.

C. Tenant agrees not to:

Use of Premises. Use the Premises for any purpose other than that stated in this Lease nor sublease or assign its use of the Premises in ways other than what is provided herein. The Tenants shall also agree not to: (a) create or permit a nuisance; (b) use the Premises in any way that is extra-hazardous, would increase insurance premiums, or would void insurance on

the building; or (c) alter the Premises without City's written consent, which may be given by the City Council as outlined in Section III (B)(3) above.

IV. TERMS AND CONDITIONS

- A. Term.** This Lease will become effective on the date it is signed by the last of the Parties to this Lease. The initial term of this Lease will be for a five (5) year term. Upon mutual written agreement between the Parties, the Parties may renew this Lease, in whole or in part and under the same terms and conditions, for a term of five (5) years.
- B. Termination.** This lease may be terminated by either party upon receipt of written notice ninety (90) days prior to the termination date.
- Base Rent.** One dollar (\$1.00) per year paid on the anniversary of this agreement.
- C. Utilities.** The City shall ensure that the building has adequate utilities for the Tenants' purposes. Tenants shall be responsible for the costs of the utilities, including water, trash, and electricity as described in Section III. B. 2.
- D. Non-Incorporation:** This Lease constitutes the entire agreement between the Parties with regard to the matters made the subject of this Lease. There are no verbal representations, inducements, agreements, or understandings between the Parties other than those specifically set forth herein.
- E. Amendments:** No modifications, amendments, or supplements to or waivers of any provision of this Lease will be valid unless made in writing and signed by both Parties to this Lease.
- F. Force Majeure:** Neither Party will be liable to the other for any default or delay in the performance of its obligations under this Lease caused by force majeure, provided the Party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within the Party's control. Force majeure is defined as those causes beyond the control of the Party that are generally recognized under Texas law as a force majeure event, such as acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party.
- G. Governing Law and Venue:** This Lease will be construed under and in accordance with the laws of the State of Texas. Venue for any litigation between the Parties will be Hays County, Texas.
- H. Attorney's Fees.** If City retains an attorney to enforce this lease and City prevails in litigation, City is entitled to recover reasonable attorney's fees and court and other costs.
- I. No Joint Enterprise:** The provisions of this Lease are not intended to create, nor will they be in any way construed to create, a joint venture, a partnership, or to create the relationships of an

employer-employee or principal-agent, or to otherwise create any liability for the Parties whatsoever with respect to the Parties' indebtedness, liabilities, and obligations.

- J. Severability:** If any provision of this Lease is held to be invalid, unenforceable, or illegal in any respect, such provision will be fully severable and the remainder of this Lease will remain valid and in full force and effect.
- K. Abatement.** Tenant's covenant to pay Rent and Utility Payments and City's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.
- L. Release of Claims/Subrogation.** Tenant agrees to release City from any claim, by subrogation or otherwise, for any damage to the Premises, the building, or personal property within the building, by reason of fire or the elements, regardless of cause, including negligence of City or Tenant. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.
- M. City Default.** Defaults by City are failing to comply with any provision of this lease within thirty (30) days after written notice and failing to provide Essential Services to Tenant within ten (10) days after written notice. Tenant's remedies for City's default are, if City fails to comply with any provision of this lease within thirty (30) days of written notice, to terminate this lease.
- N. Tenant Default.** Defaults by Tenant are (a) failing to pay timely Rent or utilities; (b) abandoning or vacating a substantial portion of the Premises; or (c) failing to comply, within ten (10) days after written notice, with any provision of this lease other than the defaults set forth in (a), (b), and (c) above. City's remedies for Tenant's default are to: (a) enter and take possession of the Premises, after which City may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting and Tenant agrees to reimburse City for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. City may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.
- O. Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. City and Tenant have a duty to mitigate damages.
- P. Holdover.** If Tenant does not vacate the Premises following termination of this Lease, Tenant will become a tenant at-will and must vacate the Premises on receipt of notice from City. No holding over by Tenant, whether with or without the consent of City, will extend the Term.

R. Notices. Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

If to the CITY:

Michelle Fischer
City Administrator
City of Dripping Springs
511 Mercer Street
Dripping Springs, TX 78620
Telephone: (512) 858-4725
Email: mfischer@cityofdrippingsprings.com

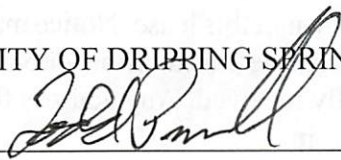
If to Tenants:

Robert Garland, Commander
VFW Post 2933
P. O. Box 216
Dripping Springs, Texas 78620

Mark Kendzora, Commander
American Legion Post 290
P. O. Box 1413
Dripping Springs, Texas 78620

S. Signatory Authorization. Signatory Authorization: The signatories for the Parties hereby represent and warrant that each has full and complete authority to enter into this Contract.

Having agreed to the terms and conditions stated herein, the Parties do hereby execute this Contract.

CITY OF DRIPPING SPRINGS:


Signature

Todd Purcell, Mayor

June 13, 2017

Date

TENANTS:

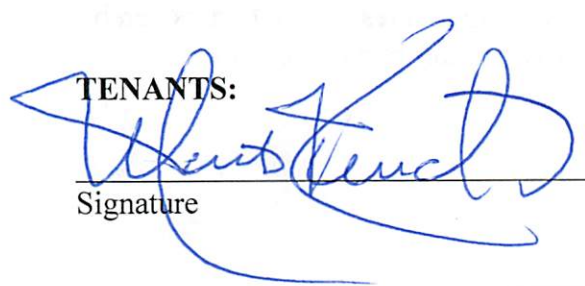

Signature

Robert Garland

Robert Garland, Commander
VFW Post 2933

2 JUNE 2017

Date

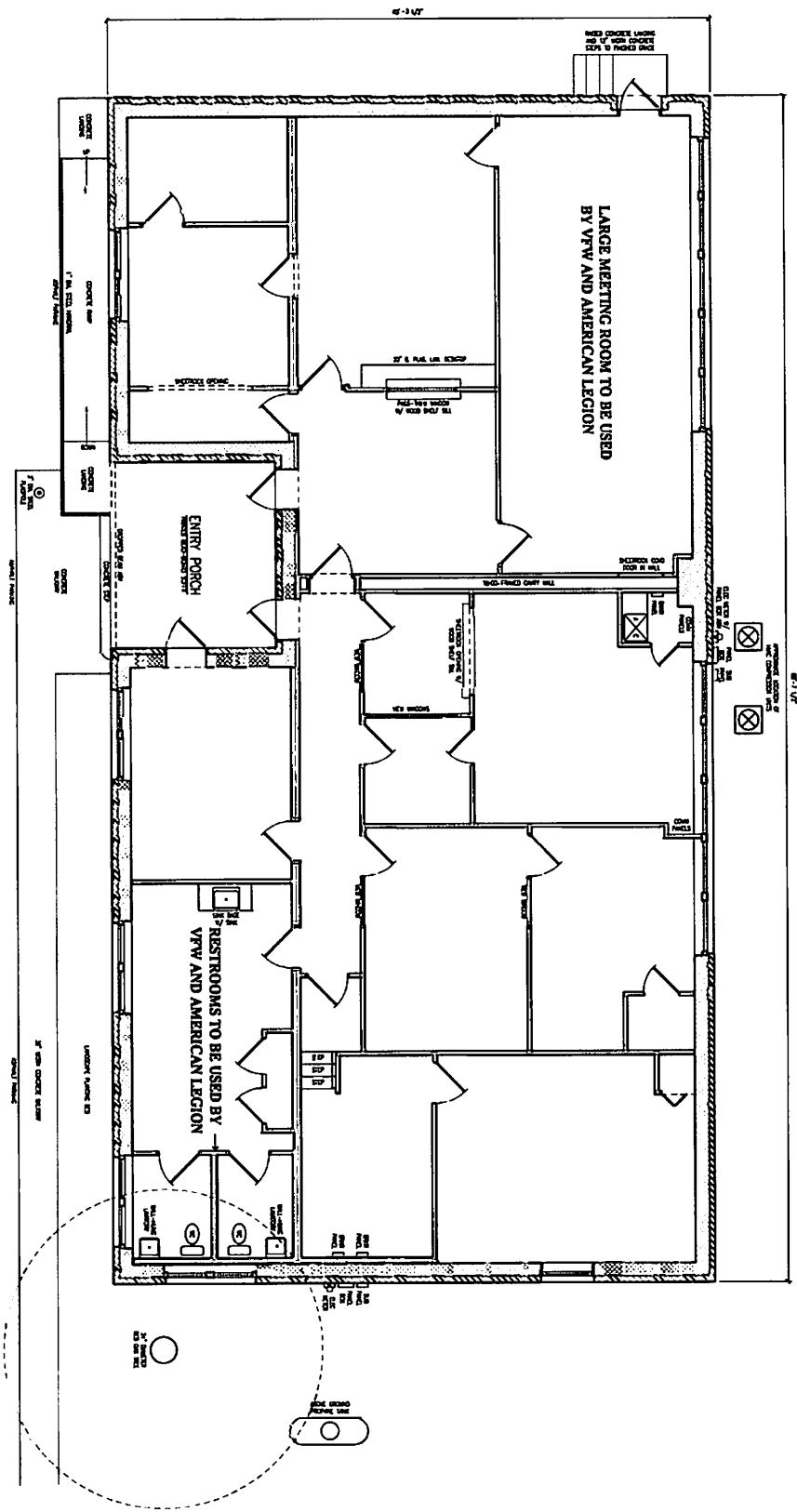
TENANTS:


Signature

Mark Kendzora, Commander
American Legion Post 290

2 JUNE 2017

Date



AS-BUILT FLOOR PLAN

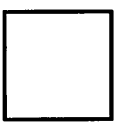
WALL LEGEND

[Symbol]	CONCRETE WALL
[Symbol]	CONCRETE FLOOR
[Symbol]	CONCRETE SLAB
[Symbol]	CONCRETE

A1

REVISIONS

Heron Design Studio
 architecture
 101 Hays Street, Suite 409
 Dripping Springs, Texas 78620
 512.858.8888



Stephenson Building As-Built Floor Plan
 101 Old Fitzhugh Road
 Dripping Springs, Texas 78620



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

Submitted By: Emily Nelson, Dripping Springs Ranch Park Manager and Michelle Fischer, City Administrator

DSRP Board Meeting Date: May 11, 2022

Agenda Item Wording: Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and Pride of Dripping Springs for the 2022 Pride of Dripping Springs Event.

Agenda Item Requestor: Emily Nelson

Summary/Background: Pride of Dripping Springs has requested a co-sponsorship agreement with the City of Dripping Springs for the 2022 Pride of Dripping Springs event. The request is to be able to hang a banner at the Triangle for the 2022 Pride of Dripping Springs event to be held June 25, 2022 at DSRP. The event includes a festival and rodeo. They have completed all required steps for this Co-sponsorship application.

Staff Recommendation: Staff recommends approving this application.

Board Recommendation: DSRP Board recommends approval.

Attachments: 2022 Pride Rodeo Co-Sponsorship Application

Next Steps/Schedule: If approved, notify applicant.



Co-Sponsorship

Policy & Application

I. Purpose

The purpose of this Co-Sponsorship policy is to set forth guidelines and criteria governing the granting of City of Dripping Springs funds or in-kind services for the purpose of supporting local festivals, special events, community projects or programs. The City recognizes that Co-Sponsorships play an important role in supporting our community, as well as to promote the tourism and economic development efforts of the City. This co-sponsorship agreement is separate from a request for a grant of Local Hotel Occupancy Tax funds.

II. Goals and Objectives

Co-Sponsorship of funds or in-kind services will be considered for special events, community projects or programs designed to accomplish one or more of the following goals and objectives:

- *Promote the City of Dripping Springs as a desirable place to live, visit and do business.*
- *Promote the City of Dripping Springs as a visitor destination and/or bring tourism- associated revenue to the City.*
- *Enhance the quality of life and wellbeing of some or all residents of the community.*
- *Advance the City's commitment to and pride in being a multicultural community.*
- *Promote the historic districts.*
- *Promote cultural and artistic awareness among the citizenry.*

The granting of City funds or in-kind support is evaluated according to the effectiveness and impact the particular special event, community project or program has on the community-at-large. Special attention is paid to Co-Sponsorships that promote the attractiveness of the City as a place to visit and/or live, celebrate the heritage of the City and its environs, and/or enrich the character and quality of life of its citizens.

Co-Sponsorship benefits may include:

- Up to 10% fee discount
- Banner on the Triangle or other city-owned property for specified number of days
- Required use of City Logo on marketing
- In kind donations from current city resources

Any Co-Sponsorship requesting benefits in excess of this amount must request a Donation Agreement with the City through the City Administrator.

III. General Requirements, Eligibility Criteria and Conditions

The applicant for Co-Sponsorship of funds or in-kind services for special events, community projects or programs must meet all of the following requirements, eligibility criteria, and conditions:

1. The applicant must be a registered nonprofit corporation or 501(c)3 organization with tax-exempt status. Co-application with a nonprofit corporation will make an applicant eligible to apply for co-sponsorship.
2. The special event, community project, or program supports the aforementioned goals and objectives.
3. Event and promotion must take place within the City of Dripping Springs limits or extraterritorial jurisdiction. Some limited exceptions will be made. Reason(s) for not holding the proposed event or promotion in the City of Dripping Springs must be stated on the application. Exemption from this requirement will be provided on a case-by-case basis and will favor activity promoting the City of Dripping Springs as a desirable place to live, visit and do business in.
4. The recipient of Co-Sponsorship funds or in-kind services shall provide the City recognition as a sponsor in exchange for the funds or in-kind services in a method consistent with other sponsors. In no event shall the recognition for the City's funds or in-kind services be less than that provided to other sponsors who have contributed the same total financial or in-kind support.
5. The nonprofit corporation must be ready, willing, and able to enter a contractual agreement for Co-Sponsorship with the City and provide a certificate of liability insurance.
6. The nonprofit corporation must comply with all City ordinances if applicable, wherein standards and procedures for the issuance of special event permits or other requirements are set forth.
7. The nonprofit corporation will not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition or any condition related thereto.
8. All co-sponsorship applications will be reviewed by City Administrator once the application is complete unless the application is for a co-sponsorship for the Dripping Springs Ranch Park and Event Center (DSRP). For the DSRP co-sponsorship applications, the DSRP Board shall review all co-sponsorship applications submitted for events at DSRP. The DSRP Board shall forward recommendations for co-sponsorship applications to the City Council. For non-DSRP co-sponsorship applications, the City Administrator's decision is final. The City will inform the applicant in writing whether an application has been approved or denied.

9. All packets must be submitted at least ninety (90) days prior to the event and shall include:

- a completed sponsorship application;
- a cover letter describing how the event will benefit the City, its residents, and its visitors; and
- a budget sheet that includes the expenses for which the sponsorship is requested. Filing of an application is not a guarantee that it will be approved.

10. Items that will be considered include:

- Benefit to the community.
- Success of past events that included community involvement.
- How the event complements or conflicts with current City programming and policies.
- How the event aligns with the City's goals and objectives.

SUBMIT

CLEAR

Co-Sponsorship Application

SPONSORING ORGANIZATION NAME: Pride of Dripping Springs

APPLICANT

First Name: Joe

Last Name: Harris

Contact Number: 972-762-3875

Email: joe@joseph-harris.com

Address: 168 Belterra Village Way #8208, Austin, TX 78737

EVENT

NAME: Pride of Dripping Springs 2022

START DATE/TIME: 6/25/2022

END DATE/TIME: 6/25/2022

ADDRESS: Dripping Springs Ranch Park and Event Center, 1042 Event Center Dr, Dripping Springs, TX 78620

ESTIMATED ATTENDANCE: 2000

EVENT DESCRIPTION

This is a Pride Festival and Rodeo where all are welcomed to attend and support the LGBTQ+ community. In the morning the events will be geared towards children and families and later in the afternoon and evening the events will be more geared towards teens and adults.

WILL THIS EVENT BE OPEN TO ALL MEMBERS OF THE PUBLIC?

Yes No

HAVE YOU PREVIOUSLY CO-SPONSORED WITH THE CITY OF DRIPPING SPRINGS?

Yes No

WILL YOU NEED MARKETING ASSISTANCE FOR THIS EVENT?

Yes No

WILL THE CITY LOGO BE USED FOR THIS EVENT?

Yes No

WILL ADMISSION BE CHARGED?

Yes No

WILL ANYTHING BE SOLD?

(Vendor permit may be required)

Yes No

WILL YOU BE SERVING FOOD?

(Food permit may be required)

Yes No

IS THE ORGANIZATION A REGISTERED NONPROFIT CORPORATION OR 501(c)3?

(Attach proof to Application)

Yes No

DOES THE ORGANIZATION HAVE LIABILITY INSURANCE FOR THIS EVENT?

(Attach proof to Application)

Yes No

IS A BUDGET SHEET THAT INCLUDES THE EXPENSES THE SPONSORSHIP IS REQUESTING INCLUDED WITH YOUR APPLICATION?

Yes No

HOW WILL THE CITY BE RECOGNIZED AS A CO-SPONSOR?

First and foremost, the name of the city is in the name of our organization and event - Pride of Dripping Springs. The second way the city will be recognized is in the story we will frequently share with attendees: in May of 2021 the City of Dripping Springs declared June Pride month in DS and now co-sponsors our annual pride festival... The city of Dripping Springs will be listed on banners for the event, recognized on our social media sites, mentioned on stage during the event, logo included on any printed materials produced once sponsorship is approved, and more.

WHAT IS YOUR MEDIA AND/ OR PUBLICITY PLAN?

We have a Facebook and Instagram page where we announce events, sponsorships, etc. We also send out press releases to local media outlets

WHAT IS THE PRIOR HISTORY OF THIS EVENT OR SIMILAR EVENTS THAT INCLUDED COMMUNITY INVOLVEMENT?

In June 2021 Pride of Dripping Springs hosted the inaugural Pride Festival. Even though we only had about 30 days to put the event together, it was attended by over 1300 people, including many families.

PLEASE, CHOOSE ONE OR MORE OF THE FOLLOWING OPTIONS AND BRIEFLY EXPLAIN YOUR SELECTION(S) BELOW:

This Event

- Promotes the City as a desirable place to live, visit and do business.
- Promotes the City as a visitor destination and/or bring tourism- associated revenue to the City.
- Enhances the quality of life and wellbeing of some or all residents of the community.
- Advances the City's commitment to and pride in being a multicultural community.
Promotes the historic districts.
- Promotes cultural and artistic awareness among the citizenry.

[Redacted area]

*****BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF*****

RECEIVED BY CITY DATE:

CITY ADMINISTRATOR:

DATE: APPROVE DENY

DRIPPING SPRINGS RANCH PARK BOARD OF DIRECTORS RECOMMENDATION:

DATE: APPROVE DENY

CITY COUNCIL:

DATE: APPROVE DENY

Sign Request Form

THE CITY MUST BE A CO-SPONSOR OF AN EVENT OR SERVICE FOR A SIGN ADVERTISING IT TO BE DISPLAYED ON CITY PROPERTY. ATTACH THIS REQUEST TO THE CO-SPONSORSHIP APPLICATION.

Banners shall not be more than 32 square feet in area and 6 feet in height.

Noncommercial signs and temporary signs shall not be more than 36 square feet in area and 6 feet in height.

Requirements for Banners to be displayed at The Triangle:

Banner Width & Height: 4 feet tall by 8 feet wide

Banner Material and Grommets: vinyl with hemmed grommets every 2 feet

WIND SLITS ARE REQUIRED TO BE CUT IN BANNER TO ALLOW AIR FLOW. A BANNER WITHOUT WIND SLITS SHALL NOT BE DISPLAYED.

Sign locations will be determined by the City, based on availability.

The City will install the sign.

The City is not responsible for damage caused to a sign.

NAME OF ENTITY: **Pride of Dripping Springs**

NAME OF REPRESENTATIVE: [Redacted]

MAILING ADDRESS: [Redacted]

TELEPHONE NUMBER [Redacted]

EMAIL ADDRESS: [Redacted]

DESCRIPTION OF EVENT OR SERVICE:
[Redacted]

DESCRIPTION OF INFORMATION TO BE DISPLAYED ON SIGN (ATTACH GRAPHIC TO APPLICATION):

Graphics not complete yet. To be provided later.

SIGN DIMENSIONS AND HEIGHT: 4 feet tall by 8 feet wide

SIGN MATERIALS:

vinyl with hemmed grommets every 2 feet

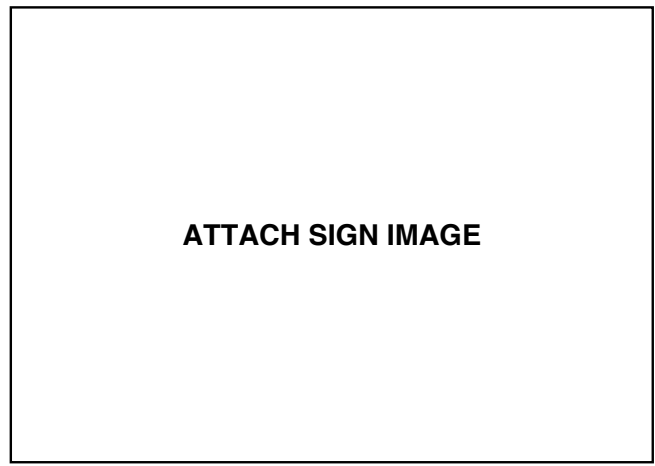
REQUESTED DATE FOR SIGN TO BE DISPLAYED:

(No more than 30 days prior to event/service)

TYPE OF SIGN: BANNER NONCOMMERCIAL TEMPORARY

LOCATION WHERE SIGN WILL BE DISPLAYED:

Triangle in Drip



*****BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF*****

RECEIVED BY CITY DATE: [Redacted]

CITY ADMINISTRATOR:

DATE: [Redacted] APPROVE DENY



Item # 5.

DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

APPLICANT INFORMATION

Lessee/Company Name: Pride of Dripping Springs
 Designated Event Spokesperson: Joe Harris, Alex Novotny
 Address: 148 Firefall Lane City/State/Zip Austin, TX 78737
 Phone #: (405) 334 3600 Alternate Phone #: (512) 308 8646
 Email: joe@joseph-harris.com, alexanderrobertnovotny@gmail.com, juana.searcy@gmail.com

EVENT INFORMATION

Name of Event: Pride Rodeo Website: https://linktr.ee/prideofds
 Event Start Date: June 24, 2022 (Actual Rental, including set up)
 Event End Date: June 26, 2022 (Actual Rental, including break down)
 Event Start Time: _____ * Event End Time: _____
***All music & alcohol consumption must end by 10PM. No exceptions.**

Description of Event: _____

Expected Attendance for Event: _____

Times and Types of Use: *(Please be specific and list all times the space is needed, including deliveries & set-up. Failure to list all set up times & dates and event times could result in the building not being accesible or staff unavailable at your desired times.* Full Day (12 hours), Half Day (6 hours). This must include set-up and breakdown times needed. Additional Per hour rates are available to Full and Half day rentals.

Set Up dates and times? _____

Special Requests? _____

WWW.DRIPPINGSRINGSRANCHPARK.COM
 PHONE: 512-894-2390

PHYSICAL ADDRESS: 1042 EVENT CENTER DRIVE
 DRIPPING SPRINGS, TEXAS 78620
 MAILING ADDRESS: PO BOX 384
 DRIPPING SPRINGS, TEXAS 78620



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

SOUND & AUDIO/VISUAL EQUIPMENT

Will there be loudspeakers, live music or any activity which involves amplification equipment or devices of any kind? YES NO If yes, please describe: _____

Will you use DSRP Sound System/Microphones? YES NO

Will you use the projector/screen in the Special Event Room? YES NO

Will you need a sound/AV Tech (additional fee TBD) prior to or during your event? YES NO

If you answered 'YES' to any of the above, please state your specific needs for sound/AV: _____

SPECIAL ELECTRICAL NEEDS

(Special electrical needs will result in additional fees)

Do you have special electrical needs/set up? YES NO

If **YES**, special electrical needs *must be submitted to DSRP no later than 30 days in advance of the event*. Failure to make this submittal could hinder your electrical needs being met by the facility. Please describe special electrical needs in detail: _____

ALCOHOLIC BEVERAGES

**Please see Facilities Rental Policy regarding alcoholic beverage service, consumption & security requirements*

Will alcohol be served at your event? YES NO

Will alcohol be sold at your event? YES NO

If alcohol is to be **sold** at your event, you must provide a copy of your **Texas Alcoholic Beverage Commission Permit** and a copy of the **Certificate of Liability Insurance** with at least \$1,000,000.00 (One-Million Dollars and Zero Cents) coverage for personal and property injuries.

TABC License Number: _____

Date Submitted: _____ Received by: _____



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

Certificate of Liability Insurance Provided (Must list Dripping Springs Ranch Park/City of Dripping Springs as Certificate Holder & Additional Named Insured): YES NO

Approved for Alcohol Sales: YES NO

City Staff Signature of Approval: X _____

GENERAL LIABILITY INSURANCE

Certificate of Liability Insurance Provided (Must list Dripping Springs Ranch Park/City of Dripping Springs as Certificate Holder & Additional Named Insured): YES NO

CONCESSION SALES

Would you like to request concession sales at your event? YES NO

SPECIAL SET-UP or DIRT NEEDS

(Special set-up & dirt needs will result in additional fees)

Do you have special set-up needs or special dirt needs? YES NO

If YES, special set-up needs or special dirt needs must be submitted to DSRP no later than 30 days in advance of the event. Failure to make this submittal could hinder your set-up and/or dirt needs being met by the facility.

Please describe special set-up and/or dirt needs in detail: _____

Rodeo speed events, Barrell Racing and Reining Drag Package: \$300



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

DRIPPING SPRINGS RANCH PARK FACILITIES RENTAL POLICY

(approved 12/10/19)

POLICIES AND PARK RULES FOR USE OF THE EVENT CENTER AND OUTDOOR ARENA COMPLEX ARE ATTACHED. PLEASE READ THOROUGHLY BEFORE RESERVING THE FACILITIES. YOU WILL BE REQUIRED TO ADHERE TO ALL POLICIES AND PARK RULES. FAILURE TO ADHERE TO POLICIES AND PARK RULES COULD RESULT IN EVENT CANCELLATION, FINES AND ALL PAYMENTS AND DEPOSITS BEING FORFEITED.

The following information includes: (1) definitions of rental categories; and (2) general policies and rules for use of the Dripping Springs Ranch Park Event Center and Outdoor Arena (“DSRP Event Center and Outdoor Arena”). In this document, the City of Dripping Springs is referred to as the “City”. The Dripping Springs Ranch Park Event Center Manager (“DSRP Manager”) will be the contact for all events at the Dripping Springs Ranch Park Event Center and Outdoor Arena. Please contact the DSRP Manager for details.

DSRP EVENT CENTER DEFINITIONS

Event Center Facility Rental

Fee includes use of the large indoor arena, small arena, lights, announcer’s booth, public address system, chutes, panels, warm up arena and common/ vendor areas; 12,000 sq. ft meeting space & 6,000 sq. Ft. meeting space, Concession Kitchen. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Event Center Large Indoor Arena Rental

Fee includes use of large indoor arena, lights, announcer’s booth, public address system, chutes, panels, and warm up arena. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Event Center Small Indoor Arena Rental

Fee includes use of small indoor arena, lights, announcer’s booth, public address system, chutes, panels, and warm up arena. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Large Special Event Room Rental

Fee includes the 12,000 sq. ft. meeting space is available in conjunction with other events, or for stand-alone events. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Small Special Event Room Rental

Fee includes the 6,000 sq. ft. meeting space is available in conjunction with other events, or for stand-alone events. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Vendor Hall/Front Porch Rental

Fee includes the 19,000 sq. ft. covered area in the Event Center is available in conjunction with other events, or for stand-alone events. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Event Center Stalls

Stalls are available for rent at the Event Center. Any horse that remains at the facility overnight must be in a fee for use stall or tied up at the trailer or in a portable pen adjacent to your primitive camp site (Grounds fee will apply if tied adjacent to primitive camp site, in a portable pen or tied to trailer). Tying horses to the stalls is prohibited. Tying horses to your trailer at your RV campsite or erecting a portable pen at your RV campsite is prohibited. Tying or placing horses in any livestock pens, rough stock pens or cattle pens is prohibited. Rental period is 24 hours, noon to noon daily. Users may pay the fee at the Dripping Springs Ranch Park or may pay directly the Lessee/event holder who is responsible for remitting payment to the City. Using the stalls without renting this amenity will result in forfeiture of event deposit. DSRP requires that each stall have a minimum of 2 bags of shavings per stall. Shavings are not included in the stall rental price but are available for purchase at

WWW.DRIPPINGSRINGSRANCHPARK.COM

PHONE: 512-894-2390

PHYSICAL ADDRESS: 1042 EVENT CENTER DRIVE
DRIPPING SPRINGS, TEXAS 78620
MAILING ADDRESS: PO BOX 384
DRIPPING SPRINGS, TEXAS 78620



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

Dripping Springs Ranch Park. No outside shavings are allowed. Event Managers/Show managers have the option to do their own stall check-ins and remit payment to DSRP for stalls and shavings at DSRP rates.

RV Sites

Rental period is 2PM-10AM daily. Electricity and water are included in fee. Campers may pay the Ranch Park staff or the Lessee/event holder responsible for remitting payment to the City. Maximum stay is 7 days. Event Managers/Show managers have the option to do their own RV check-ins and remit payment to DSRP for RVs at DSRP rates.

Concession Stand Rental

The Concession stand is available for rent during events. If Lessee requires a concessionaire, contact DSRP Manager. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Concession Kitchen Rental

The Concession Kitchen is available for rent during events. If Lessee requires a concessionaire, contact DSRP Manager. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Tables and Chairs

The DSRP Event Center has a limited number of 8-foot-long rectangular tables and folding chairs available for rent during events.

Arena Prep

DSRP will provide personnel on site to prepare the arena dirt before the rental time period as needed. Cost is included in rental fee. Lessees who wish to work the dirt themselves during the event will be required to: 1) bring their own equipment; 2) attend a scheduled orientation with event center staff; 3) provide proof of \$1,000,000.00 of liability insurance coverage to cover personal and property injury/damages to, including but not limited to, any portion of the arena, including the base layer of the arena floor. All equipment brought in by outside parties must be approved by the event center staff prior to use in the arena. Said equipment should be well maintained and in good working order. The DSRP equipment is available for use during events for a fee. Before use each operator must be cleared by staff on equipment use and sign the DSRP Equipment Use Waiver.

OUTDOOR ARENA COMPLEX DEFINITIONS

Dripping Springs Ranch Park also has an outdoor arena available for rental. Amenities include the riding arena, a round pen, and arena lights.

Lessee

Person or entity leasing the Event Center and/or the Outdoor Arena (aka: event holder, show manager, etc.).

Outdoor Riding Arena & Round Pen Rental

The arena is 250 x 150 sq ft. This arena can be used in conjunction with events at the Event Center or as a standalone rental. The arena has lighting for evening use, announcer’s booth, and public address system. An outdoor round pen is included in the rental of the riding arena for warm-up and training horses. The fee does not include any facilities not listed here. Additional Custodial Fees required.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

POLICIES FOR USE: Dripping Springs Ranch Park Event Center & Outdoor Arena

1. **No GLASS** containers are allowed on premises of the Dripping Springs Ranch Park and Event Center. This includes all outdoor spaces. **Failure for lessee and guests to comply with this policy will result in a \$500 fine and immediate cancellation of your event.**
2. When renting the special event rooms or any other areas of the facility it is the event holder's responsibility to supervise all children. Persons under the age of 18 years authorized to be in a park facility must always be accompanied by an adult. The ratio of minors to adults shall be no less than one adult for every eight minors. **Failure to follow these guidelines could result in immediate cancellation of event.**
3. **Facility Rental Period:** Full Day (12 hours), Half Day (6 hours). This must include set-up and breakdown times needed. Per hour rates are available to Full and Half day rentals.
4. **Multiple Day Events:** Parties booking for multiple day events will pay the 12-hour rate per day. Clean up must be done by 12:00 midnight of the last day of booking or the per hour charge will apply to additional clean-up time.
5. **Parties booking individual areas** of the Dripping Springs Ranch Park and Event Center (Vendor Hall/Front Porch, Special Event Rooms, etc.) are subject to being rescheduled or offered another space to hold their event if a party requests booking the entire facility 45 days or more from the individual area booking. In order to guarantee a reservation with no restrictions the entire Event Center must be reserved.
6. **No Sublease:** No subleasing of any area of the Dripping Springs Ranch Park Event Center or Outdoor Arena Complex is allowed, excluding vendors related to your event. The City requires knowledge of all the parties it deals with so it can assure that all parties are made aware of the requirements. An association or group that rents the arena and stalls and rents the stalls to its participants will not be considered as subleasing.
7. **Event Scheduling:** Bookings may be made up to eighteen (18) months in advance of the proposed event. Please contact the DSRP Manager for information and booking of the facilities. Reservations for the Outdoor Arena may be rescheduled or refunded due to weather conditions at the discretion of the City. Recurring events have the option to book multiple years in advance.
8. **Event Scheduling:** DSRP retains the right to refuse booking an event of a competing or similar nature within 45 days of an event already booked.
9. **Events with amplified music** must end at midnight and is restricted to 65 decibels or less. One hour will be given to clean up and exit after the event, but the music must end at midnight. Events with alcohol must cease alcohol consumption at midnight. If the premises are not vacated within the 1-hour clean up time, a per hour charge will be incurred. This 1-hour clean up time counts towards the 12 hour or 6 hour rental time frame.
10. **Payment:** A \$250 non-refundable deposit that credits toward your rental fees is due to reserve any dates. Remaining fees are due sixty (60) days prior to your event. The estimated charges are determined using the rental form that is completed prior to securing a confirmed date. If additional amenities or facilities are added or deleted at a later date, additional fees or refunds may apply. Events cancelled more than sixty (60) days prior to the first day/date of the scheduled event will receive a refund minus the \$250.00 deposit. Events cancelled between thirty (30) and sixty (60) days prior to the first day/date of the scheduled event will receive a fifty (50%) percent refund. Events cancelled less than thirty (30) days prior to the first scheduled day/date of the event will receive **NO** refund. **A \$25.00 NSF fee will be assessed for all returned checks.**
11. **Security Deposit:** A credit card must be placed on file as a security deposit. To avoid charges, Lessee agrees to leave the premises in as good or better condition than that which existed prior to their usage: such determination is at the sole discretion of the City. All trash must be disposed of properly.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

City representative will conduct a walk-through of the premises with the Lessee prior to the event to ensure that all facilities are in working order. An authorized City representative shall complete a walk-through with the Lessee following the event to determine and notify the Lessee of any damages and/or charges. Any damage repair incurred by the City will be charged to the card on file at actual cost.

12. **Insurance:** Event Lessee and any alcoholic beverage vendor must each provide a copy of its certificate of liability insurance, with a separate endorsement listing the City and DSRP as an additional insured, in the amount of \$1,000,000.00, insuring against any and all claims for personal injury, death, and/or property damage relating to the event and the Dripping Springs Ranch Park Event Center and Outdoor Arena.
13. **Indemnification:** City shall not be liable to Lessee or Lessee's employees, agents or invitees, or to any other person or entity, for any injury to person or property on or about the DSRP Event Center and Outdoor Arena caused by the negligence or misconduct of Lessee, its employees, or agents. Lessee and all vendors shall indemnify City and hold City harmless from any loss, expense or claims arising out of any such injury.
14. **Alcoholic Beverages:** No sale of alcoholic beverages will be allowed at the DSRP Event Center and Outdoor Arena without the prior written approval of the City. Lessees and/or vendors selling alcoholic beverages must be a holder of a current/valid Texas Alcoholic Beverage Commission ("TABC") license and must provide the City a copy of said TABC license/permit a minimum of two (2) business days prior to the event.
15. **Security and Emergency Medical Services ("EMS"):** Lessee shall be solely responsible for providing a reasonable number of Security and EMS personnel, at the City's discretion, before, during, and after the event to help maintain order, to regulate traffic control, and/or to provide any other security/safety functions that the City determines to be necessary. **Lessee shall be responsible for the actions and safety of Lessee or any of Lessee's guests, patrons, or anyone on or around the DSRP Event Center and Outdoor Arena premises as a result of the event, including without limitation protecting such persons from injury or death and protecting Lessee's and City's property or the property of such persons, including any vendors, from loss or damage. Lessee shall arrange for such security and EMS personnel at its own expense and advise the City of actions taken.** The City must approve the Lessee plan for security and safety a minimum of three (3) business days before the first day/date of the event. The event cannot take place without prior written approval from the City.

Emergency Medical Technicians are required at each event where there is a substantial risk of injury to the contestants or audience. Need is determined on an event by event basis by Staff. Securing and/or notifying EMT and Paramedics is the responsibility of the event holder.

The establishment of Security requirements for an event will be determined by Staff. These guidelines are established for the protection of life and property while events are in progress and may include officers before, during or after events. All security officers will be arranged for and managed by the event holder. Security and/or Law Enforcement must be present prior to the beginning of the event and must remain until all crowds and traffic are dispersed and evacuated. See below for guidelines-final plan must be approved by Staff.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

All Events with alcohol must have security present. Events with up to 250 attendees must have one licensed security personnel. 250-500 attendees require 2 licensed security personnel. Attendance of over 500 persons requires 3 licensed security personnel.

Other events may be required to have security, even if no alcohol is served or consumed, depending on attendance and type of event.

17. **Release of Liability Waivers:** The Lessee is responsible for copying waivers and obtaining signatures from each participant prior to participation in the event. Signed waivers must be returned to Dripping Springs Ranch Park Staff no later than seven (7) business days after an event is completed. A copy of the City’s waiver may be obtained from Dripping Springs Ranch Park or on the Ranch Park’s website.
18. **Special Event Food Vendors:** Special events that will have food vendors must obtain a Special Events Food Vendor permit from the City of Dripping Springs. Please contact Kyle DeHart, City of Dripping Springs Environmental Health & City Inspector for more information.
19. **Concessions:** Please contact dsrpevents@cityofdrippingsprings.com to inquire about concessions availability.
20. **Overnight RV Camping:** Overnight RV camping is permitted. Refer to the Fee Schedule for pricing. Campers may pay the DSRP Staff or the Lessee/event manager responsible for remitting payment to the City. There is a Dump Station on the property available for use with paid RV Fee. There is no discharge of grey water on the property and spills at the Dump Station will be the responsibility of the RV owner.
21. **Overnight Primitive Camping:** Overnight primitive camping is permitted. Refer to the Fee Schedule for pricing. Campers may pay the DSRP staff or the Lessee/event manager responsible for remitting payment to the City. Please note that the Park does not have electrical hook-ups for campers.
22. **Toilets:** The Event Center houses sixteen women’s toilets, nine men’s toilets and three urinals. The new addition houses eight women’s toilets, five men’s toilets and three urinals. There is one portable toilet available for the Outdoor Arena. In cases where the existing restroom facilities will be inadequate, the Lessee is responsible for renting additional toilets. Please see guidelines.

Special Event Toilet Calculator

		Maximum Attendance*										
		100	250	500	1,000	2,000	3,000	4,000	5,000	6,000	7,000	8,000
Number of Hours	1	1	2	2	3	4	10	10	12	17	20	24
	2	1	2	3	4	8	12	16	20	27	32	39
	3	1	2	3	5	10	15	19	24	34	38	47
	4	1	2	4	6	11	16	22	27	38	41	54
	5	2	2	4	6	12	18	24	29	41	42	58
	6	2	3	4	7	13	18	25	31	42	46	62
	7	2	3	4	7	13	19	25	32	46	46	64
	8	2	3	4	7	14	20	27	33	46	46	66

*If alcohol is being served, we recommend increasing the number of restrooms for your event. Please keep in mind that this is an estimated number of restrooms needed. You may need more, or less depending on your specific needs.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

24. **Parking:** Parking at DSRP event center is free to Lessee and its participants. The City may choose to charge for parking at other hosted events. If your event attendance is expected to exceed 500 attendees, Lessee will be required to submit a parking plan to DSRP management no later than 30 days prior to event. Parking Plans, parking requirements or parking lot attendants may be required, and this determination is at the sole discretion of DSRP management.
25. **Equipment:** Show production equipment provided by the Lessee must be removed by Lessee from the arena or other fields no later than end of rental period. All City equipment such as orange cones or other equipment provided by the City must be returned to original placement following use. All leasable equipment is noted on the Rate Schedule. DSRP can arrange for additional equipment or services through outside sources at rates to be quoted upon request.
26. **Orange Cones:** If Available the City will have, free of charge, 36" tall orange traffic cones should the Lessee request them for an event. Lessee is responsible for notifying the City at least five days prior to event, providing the number of cones needed. Lessee is also responsible for placing cones where needed and returning them to their original location. Lost/damaged cones will be replaced at Lessee expense.
27. **Coggins Lab Accession Log:** Lessee is required to comply with the Texas Animal Health Control ("TAHC") regulations. Current Coggins Lab Accessions are required for all horses on DSRP property.
28. **General Park Rules:** General park rules for the City apply at the DSRP Event Center and Outdoor Arena. Campfires, glass containers, or fireworks are NOT permitted at the DSRP Event Center and Outdoor Arena complex or in the general park area. If you have questions about other general park rules, please refer to the Parks link on the City of Dripping Springs website at www.cityofdrippingsprings.com or contact City Hall at 512-858-4725.
29. **No alterations of any structure** will be allowed and there will be no glue, wire, screws, or nails attached to or embedded into the walls or ceilings for any reason.
30. **No signs or banners** shall be placed in the DSRP Event Center and Outdoor Arena without the consent of the DSRP Manager. No signs or banners shall be placed over an existing banner or exit sign.
31. It is the responsibility of the Lessee to remove all event related items (i.e. banners, signs, decorations, etc.) at the end of the event. DSRP will not be responsible for any items left behind.
32. **No smoking on or around** the DSRP Event Center and Outdoor Arena.
33. No alcoholic beverages permitted on or around the DSRP Event Center and Outdoor Arena unless: (a) purchased on site from approved vendor possessing appropriate licensing from TABC, or (b) provided free of charge by a Lessee to invited guests at a private function that is not open to the general public.
34. **Dogs must be on leash at all times** on or around the DSRP Event Center and Outdoor Arena. Owners must pick up after dogs or may be asked to leave the premises.
35. **Special Needs:** If you find that your event requires services or has needs not addressed in this document or rental forms, please contact the DSRP Manager to discuss.
36. **Planning Setups (Floor Plans):** DSRP staff will assist with arrangements for set up of your event. This assistance includes helping you plan the floor plans and layout for your event. All efforts will be made to ensure no detail is overlooked.
37. **Floor Plan, layout, dirt needs & electrical needs and parking plan:** The floor plan, event layout, dirt needs and electrical need and parking plans are due to DSRP no later than 30 days prior to the event. Failure to do so could hinder DSRP from meeting layout and electrical needs. Changes made after this 30-day deadline may result in additional fees.
38. **DSRP has wifi internet available.** A password is required for access.
39. **Please keep DSRP staff informed of any deliveries** for your event. DSRP cannot accept responsibility for liability or loss. Lessees must arrange for security for items shipped in advance. DSRP does not arrange return shipping for any item, this is the Lessees responsibility.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

41. **DSRP will provide trashcans and liners for events.** Lessee is responsible for utilizing these cans throughout your event. Your custodial fee covers staff changing out trash throughout your event. All bulk trash items must be removed by Lessee. If not removed and disposed of an additional clean up fee may be assessed.
42. **The DSRP Lobby is not a rental space.** It is common area which serves as the entrance and restroom access for concurrent events. No Lessee will be permitted to conduct events in the Lobby that would interfere with other events occurring within DSRP.
43. **Any space is rented as is;** 'four walls'; any changes or modifications could result in additional fees. Please refer to fee schedule. Personnel necessary for normal building operations will be on duty. If additional staff is needed for your event there will be additional staff fees.
44. **Each event will have a designated spokesperson.** Any communications before and during the event must come through the designated spokesperson.

**Parties booking individual areas of the Dripping Springs Ranch Park and Event Center (Vendor Hall/Front Porch, Special Event Rooms, Indoor/Outdoor Arenas, etc.) are subject to being rescheduled or offered another space to hold their event if a party requests booking the entire facility 45 days or more from the individual area booking. In order to guarantee a reservation with no restrictions, the entire Event Center must be reserved.

To ensure no other events will take place during your event, you must book the entire Event Center.

The floor plan, event layout, dirt needs, electrical needs and parking plans are due to DSRP no later than 30 days prior to the event. Failure to do so could hinder DSRP from meeting floor plan, event layout, dirt needs, electrical needs and parking needs. Changes made after this 30 day deadline may result in additional fees.

The decision as to whether or not a proposed event or activity is appropriate for the desired space at the Dripping Springs Ranch Park and Event Center rests with the DSRP Manager.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

EVENT NAME: Pride Rodeo

FEES

EVENT DATE: June 25, 2022

Rental Space(s) Requested

- | | | |
|--|---|---|
| <input type="checkbox"/> Entire DSRP Park | <input type="checkbox"/> Main Event Room Main | <input type="checkbox"/> Catering Kitchen-New Expansion |
| <input checked="" type="checkbox"/> Entire DSRP Facility | <input type="checkbox"/> Concession Kitchen | <input type="checkbox"/> Outdoor Arena |
| <input type="checkbox"/> Main Indoor Arena | <input type="checkbox"/> Livestock Arena-New Expansion | <input type="checkbox"/> Outdoor Trails |
| <input type="checkbox"/> Exhibit Hall | <input type="checkbox"/> Small Event Room-New Expansion | <input type="checkbox"/> Field (4 total) How many? |

\$250 Non-refundable deposit is due to reserve dates. Full payment due ninety (90) days prior to the event.

RENTAL SPACE FEE AMOUNT: \$3000 full facility x3days [-25% NonProfit Discount] = \$6,750

ADD ONS & FEES: Drag Fees: \$300, Event Stage: \$50, Full Facility Custodial: \$1000

TOTAL RENTAL FEES: \$8,100 **BALANCE DUE ON RENTAL FEES:** \$7,850

Please read and initial/date below:

Initial: _____ Date _____ I have read and understand the policies, terms and conditions on the preceding pages required for rental of the park.

Initial: _____ Date _____ I understand that failure to comply with any of the policies, terms and conditions outlined in this agreement could result in forfeiture of my rental date, rental fees, security deposit and possible fines.

Initial: _____ Date _____ Damages to the rental space, facilities or any part of Dripping Springs Ranch Park Property exceeding the amount of the collected security deposit will be assessed at a cost plus 15% administrative fee.

Initial: _____ Date _____ Other fees may be assessed on an event basis depending on special requirements and requests from lessee.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

Please read and sign below:

I have read and agree to the terms and conditions stated in the Policies and General Park Rules for the Dripping Springs Ranch Park and Event Center and/or Outdoor Arena Complex, and Ranch House/Grounds and do hereby request the use of the facilities as outlined in this Agreement. As the authorized event agent, I shall be the responsible contact for my group, organization, membership, and/or event. Lessee hereby agrees to indemnify and hold harmless the City of Dripping Springs, and its officers and employees from and against any and all liabilities for any injury to person or property which may be suffered by me or by my party arising out of or in any way connected with participation in the rental noted above. By signing below, I declare I have read, understand, and agree to abide by the existing said Policies and Park Rules. I understand that I may request to have a copy of the Policies and Park Rules for my possession.

Lessee or Designated Event Spokesperson Signature

Date Signed

City Representative

Date Signed

*****CASH AND CHECKS ARE ACCEPTED*****

Please make checks payable to: DSRP; and hand deliver to 1042 Event Center Drive, Dripping Springs, Texas 78620 OR mail to DSRP, PO Box 384, Dripping Springs, Texas 78620. Contact DSRP Manager for more information.

Emily Nelson, DSRP Event Center Coordinator, enelson@cityofdrippingsprings.com



PEC BOARD OF DIRECTORS ELECTION PROUD TO BE MEMBER LED

Who votes this year? In 2022, members in districts 4 and 5 will elect district directors. Your voting district is printed on your bill beneath your name on the top right corner.

Vote early and be entered to win! Members who vote early will be entered to win bill credits.

Learn more about the 2022 board election at pec.coop/election.

The annual meeting will take place at 9 a.m. on **June 17**, in the auditorium at PEC Headquarters, located at 201 South Ave. F, Johnson City, Texas. There will be no voting at the annual meeting.



Pedernales Electric
Cooperative



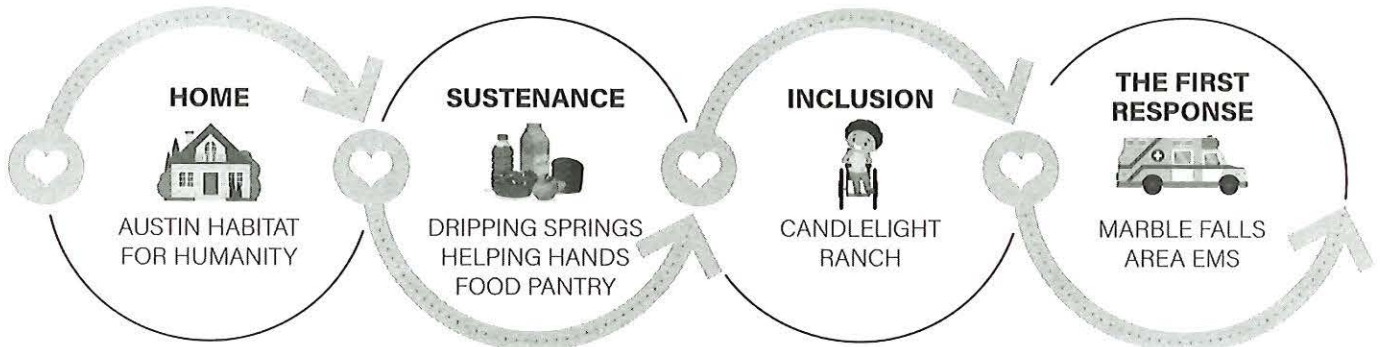
JOIN THE POWER of CHANGE

Round up your bill for charity each month by enrolling in our Power of Change Program.

For an average of \$0.49 a month, you can help support local nonprofits.

Visit pec.coop/change to learn how important organizations in your area benefit from the generosity of PEC members.

In 2021, we showed THE POWER OF:



For the full list of recipients, visit pec.coop/change.

Join the Power of Change!
Sign up now at pec.coop/change.

Director District 4



Travis Cox

- Board Accountability
- Running for the members and employees of PEC
- No affiliation with any special interest groups
- Reduce Rates while maintaining great service and reliability
- Continue to work to provide Broadband for members

Travis Cox lives in Driftwood, Texas, located in the heart of Hays County with his wife Victoria. Together they have raised 3 amazing daughters here. Travis, a 5th generation Texan was born and raised between Austin and Dripping Springs where his parents Brenda and Tommy Cox still live. He is proud to be the son of Tommy and Brenda Cox, both retired Texas educators and a brother Major Garrett Cox, USMC. Travis is a Master Plumber, licensed with the Texas Board of Plumbing Examiners and holds an Underground Fire Protection Sprinkler license with the Texas State Fire Marshalls office. In addition to maintaining his licenses, he is the owner of two successful local businesses. Travis has worked all over the great State of Texas with his commercial plumbing company and he is no stranger to working with the various fields associated with large renovations and new construction. He has gained a wealth of knowledge in the construction industry over the last 20 years.

Being self-employed for 17 of those years has given Travis extensive experience working with customers in the private and public sectors. He understands the significance of a budget and thoughtful dialogue. He is no stranger to hard work and will continue to work hard for PEC members.

Managing numerous contracts and deadlines is a part of his daily routine. Having held several contracts with The City of Austin, The Austin Independent School District, Texas General Land Office, Texas Military Department, Texas Department of Public Safety, Texas State University, University of Texas and numerous other universities, school districts, municipalities and numerous private projects Travis has acquired the patience and organizational skills needed to work with dozens of entities to get the job done, on time and on budget. He will continue to bring his wide-ranging experience to the PEC board to help in the coming years with our areas accelerated growth and maintaining a slow and steady business model which will benefit all PEC members.

On his free time, Travis serves on The Hays County Livestock Show Board as well as an active buyer for the last 10 years. He is also an active member to his families local Wimberley 4h club where his daughters have been involved the last 14 years. All 3 daughters have been active in their local Wimberley 4H showing many animals over the years. Two of his daughters will be attending Texas Tech University this fall while the youngest will continue showing livestock throughout her high school career just as her older sisters have. Travis Cox is a contributor to Hays County Young Life, Hays County Sheriff's Scramble for the kids, Gunner Thames Memorial Rodeo, The Wimberley Education Foundation, The Dripping Springs Education Foundation, Emily Anne Theater, Knights of Columbus, Rodeo Austin's youth livestock show, Wimberley Civic Club, Wimberley EMS, Lonestar Cattleman's, VFW Post #6441, Wimberley FFA, Buda 4H and countless other causes and groups. He has a heart to serve his community and feels this quality can be put to good use on the PEC board.

Travis Cox will be dedicated to helping the members get the most for their money when dealing with new and existing construction, while ensuring PEC customers that service is a top priority. Travis Cox was elected to the board in 2022 and will continue to work to keep rates fair for every member. Travis Cox will continue representing members best interests in the coming years.

Travis Cox is the best candidate for PEC board for District 4 and we hope you take the time to not only vote for him but call all your family and friends and ask them too as well.

Travis Cox
 Facebook @traviscoxfordistrict4
 Instagram@traviscoxfordistrict4

Director District 4 (continued)



Kathi Thomas

Kathi Thomas was born in Lubbock, but grew up in SE Texas, where she graduated from Kirby High School, first attending Sam Houston State University on full music scholarship, then transferring to UT-Austin, where she was a member of the Longhorn Band, Wind Ensemble and Orchestra, and earned a Bachelor of Music Degree. She taught band in public school, before leaving to manage her parents' floral business for 8 years. She moved to Austin, where she worked in the floral industry, including 5 years at Florafax International, serving as an account executive, also traveling for them, teaching design/floral business courses. In 1990, Thomas opened her floral design school, where she taught design and business, followed by teaching floral design/business at ACC for several years. She also taught music and government at a homeschool enrichment academy.

She married her college sweetheart in 1990, and they have a daughter, who attends Texas State. They live between Dripping Springs & Austin with her mentally disabled sister, along with two dogs, a cat and some chickens.

Since 1998, Kathi's business has focused on floral design, event and memorial planning, working with clients to plan and execute their wishes within their budget.

Kathi's work in the community has focused on family issues- public & higher education primarily, but also the environment and access to healthcare. She's involved with several organizations and has testified at the State Capitol many times.

Some of her civic involvements include:

- National Society of Daughters of the American Revolution (DAR)
 - Memorial Day Service Chair since ~2008
 - Conservation Chair, Thankful Hubbard Chapter, DAR ~2016-2022
- Longhorn Alumni Band member
- Dripping Springs High School, PTSA community member
- Bylaws revision Committee, Longhorn Alumni Band
- PART of Austin, Spanish Coffee Chair
- Elder, Central Presbyterian (nonserving)
 - Coordinator, Central Presbyterian Thursday Noonday Concert series, since 2003
 - Worship Committee-Central Presbyterian past chair, and now member
 - Video team

(Past activities)

- Dripping Springs Band Boosters, VP-Communications
- PTSA, Dripping Springs High School, VP-Hospitality
- PTA and PTSA, Reflections Chair and Reflections Council Level Chair
- Was the event planner for the first 6 years of the Rainwater Revival, hosted by Hill Country Alliance
- School Health Advisory Committee (SHAC,) 2018-20, also served on it when daughter was in Middle School

Kathi's advocacy for renewable resources reflects her lifestyle. Since 2001, her family lives in a home they designed and built in Hays County, with rainwater as their sole source of water. Her business is ecologically sensitive, sourcing local materials whenever possible. Solar is a goal for their home, too.

Kathi's experience with Co-ops goes back years. Her family's floral shop was a member of FTD, then a member owned co-op. It was later sold to a private equity group, and the emphasis became on profit for them, not those who subscribed to FTD, and FTD floundered.

They've been members of PEC since Feb. 2001. In Feb. 2008, Kathi wrote to the Board of PEC, which was involved in various nefarious to illegal uses of members' money. She told them that they should all resign due to their betrayal of the public trust. She feels strongly that public officials must do all they can to uphold the trust that is placed in them.

Kathi's goals for PEC include:

1. Upholding the ideals of cooperatives, working for the common good.
2. Making the renewables program more robust, through social media and other PR to our members
3. Working with the Legislature and Federal government to help provide high speed internet for our members. This will help more rural communities to build economic success.
4. Working to keep our costs down by smart investments in renewables for our future. With the rapidly expanding numbers of homes in our District, and more extreme weather, we need to do all we can to keep our wholesalers from needing to build more very expensive power plants. We can do this with a combination of conservation and shifting to solar on homes, especially new constructions. PEC needs to reverse its recent (basically) anti-solar policy.
5. Conserving electricity also conserves the water it takes to make the electricity, so we're creating double savings when we conserve electricity.
6. A commitment to transparency in all that we do. Bringing in members for committees to consider policy changes, before such policies are presented at a board meeting. Input is critical to success.
7. Listening to our members. We need to make it as easy as possible for our members to find what they need on the website, and to have access to any information they need. When they have a complaint about something the Board is doing, we need to listen, and to thoughtfully research and respond.



Election ID:
330096
Election Password:
KVRPFU7N

Pedernales Electric Cooperative, Inc. Item # 6.
2022 Board of Director Election Ballot


At PEC, your voice matters. For more than 80 years, we've been owned and governed by our members. Your vote in the annual board election is your chance to actively participate in your cooperative.

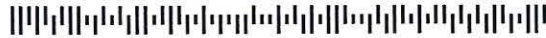
Please review the voting instructions below or visit pec.coop/voting for the various methods to vote. Learn more about the 2022 election at pec.coop/election.

113398
CITY OF DRIPPING SPRINGS
C/O MICHELLE FISCHER
PO BOX 384
DRIPPING SPRINGS TX 78620-0384



Scan this QR code with a mobile device to access your personal ballot package.





Voting instructions

You must cast your ballot online or by mail before **June 10, 2022**, by 5 p.m.

Voting online

Go to directvote.net/pec to access the login page of the 2022 PEC election.

- The Election ID and Election Password you will use to log in are on this paper ballot.
- Online voting begins May 18, 2022, at 12:01 a.m. CDT, and ends June 10, 2022, at 5 p.m. CDT.

Voting by mail

- Mark your selections by completely filling in the box next to your choice with a No. 2 pencil or blue or black pen (example ■).
- Detach ballot and place in the enclosed postage-paid return envelope. Mail to PEC Election, C/O Survey & Ballot Systems, P.O. Box 46430, Eden Prairie, MN 55344-9876.
- **DO NOT MAIL YOUR BALLOT TO PEC.**

Voting online via SmartHub

Log in to SmartHub and follow the online voting instructions.

PEC Annual Membership Meeting

The annual membership meeting will take place at 9 a.m. on June 17, in the auditorium at PEC Headquarters, located at 201 South Ave. F, Johnson City, Texas. There will be no voting at the annual membership meeting.

Replacement ballot

If you need a replacement ballot or experience issues with online voting, please call Survey & Ballot Systems directly at 866-909-3549, Monday through Friday from 8 a.m. to 5 p.m. CDT, or email support@directvote.net.

Received

MAY 10 2022

City of Dripping Springs

MARKING INSTRUCTIONS

EXAMPLE ■

PLEASE DETACH BEFORE RETURNING BALLOT ↴

↵ DETACH HERE

01

113398

2022 PEC ANNUAL DIRECTOR ELECTION

01

Candidate for Director District 4

Vote for only one (1) Candidate:

<input type="checkbox"/> Travis Cox	113398
<input type="checkbox"/> Kathi Thomas	

Option to voluntarily participate in the Power of Change program

Please mark the box if you wish to participate:

Yes, I want to enroll in the PEC Power of Change and round up my electric bill for all accounts to the nearest whole dollar to support local nonprofit organizations and the educational support program. Participation is voluntary, and I can withdraw at any time. Learn more at pec.coop/power-of-change.

RYAN KELLUS TURNER

May 30, 2022

The Honorable Bill Foulds Jr., Mayor
C/O Michelle Fischer, City Administrator
City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620
Via E-Mail: mfischer@cityofdrippingsprings.com

RE: FY 2023 Rate Adjustment Notification

Mayor Foulds:

In order to offset increased operations and overhead costs, I am adjusting my rates for legal services effective October 1, 2022. As you know, lawyers periodically increase their rates. However, this is the first time I have adjusted rates since I began working for the City in 2004.

While a lot has changed in the last 18 years, my commitment to providing competitively priced specialized legal services of value to the City has not. The rate adjustment reflects inflation and an increasing need for consultations with City staff regarding code enforcement, prosecution, and other related matters. The rate adjustment does not, however, change the scope of representation, alternative fee structure, or terms of agreement memorialized in the *Acceptance of Appointment/Engagement Letter*, dated March 3, 2004 (attached). All of which remain in effect subject to the following rate adjustments:

1. Flat Monthly Base Fee of \$500: This regular monthly fee retains my services and provides access to all City officials and staff for consultation without incremental billing.
2. Flat Fee of \$160 per Trip or Court-Related Appearance (plus mileage reimbursement at the prevailing federal mileage rate)
3. Hourly Fee for Conducting Legal Research, Drafting, Briefing & Document Review: Billed at \$160 per hour for the first four (4) hours. Beyond the first four hours the City will be billed \$200 an hour. Without mutual agreement, such service will be limited to eight (8) hours per month.
4. Related Incidental Expenses: No adjustment. Billed at actual costs.

I am grateful to be part of the City's legal team and look forward to continuing to collaborate with staff and officials. If you have any questions, please let me know.

Regards,

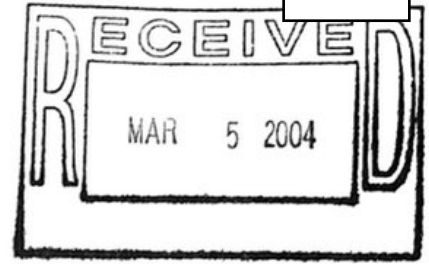


Ryan Kellus Turner
Attorney and Counselor at Law

4602 ARAPAHOE TRAIL
AUSTIN, TX 78745

RYAN KELLUS TURNER

Item # 7.



March 3, 2004

Michelle Fischer
City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620

RE: Acceptance of Appointment/Engagement Letter

Dear Mrs. Fischer:

This letter is to memorialize the City of Dripping Spring's acceptance of the scope of the limited consultation and related legal services as described in my initial letter of September 13, 2002 and my proposed fee structure as described in my letter of February 10, 2003. Copies of these letters, totaling three pages, are attached. Please sign and return this letter with attachments and keep a copy for the City's records.

I will generally bill the City at the end of each month. Payment of the billing statement is due upon receipt. The right to withdraw from representation is reserved in the event of non-payment.

I am happy to be of service to the City of Dripping Springs and look forward to working with you, other City officials, and staff.

Sincerely,

A handwritten signature in cursive script that reads "Ryan Kellus Turner".

Ryan Kellus Turner
Attorney and Counselor at Law

APPROVED AND ACCEPTED:

On behalf of the City of Dripping Springs

3/15/04
Date

February 10, 2003

Michelle Fischer
City Administrator
City of Dripping Springs
P. O. Box 384
Dripping Springs, TX 78620-0384

Re: Proposal for Legal Services

Dear Michelle:

Per your request, I am submitting this letter to supplement the proposed scope of limited legal services detailed in my September 13, 2002 letter to Mayor Purcell. Specifically, I am writing to memorialize the fee structure I described to you in our meeting of January 24th. As an alternative to a traditional fee structure, one entirely derived from the calculation of an hourly fee, I propose the following fee structure that I believe would be mutually beneficial in the sense that it would regulate legal costs incurred by the City while allowing me to manage my other professional obligations.

1. Flat Monthly Base Fee of \$300.00: This regular monthly fee would retain my services and provide City officials and staff access to counsel via phone, fax, or e-mail with no incremental billing.

2. Flat Fee of \$100.00 per Trip: The City would incur a \$100.00 flat fee for each court-related appearance, council meeting attended, or any other service-related trip requiring travel to, or on behalf of the City of Dripping Springs.

3. Hourly Fee for Legal Research, Drafting, and Briefing & Review of Related Legal Documents: Billed at \$100.00 per hour for the first four (4) hours. Beyond the first four hours, the City would be billed at \$125.00 an hour. Without mutual agreement, such services would be limited to eight (8) hours a month. All billing will be in increments of one-tenth (.10) hours (6 minutes). Note, the City will not be "premium billed" for the signing of form letters, or documents. Nor will the City be billed for the costs of on-line legal research.

4. Telephone, Postage, Photocopies, Faxes, and Related Incidental Expenses: Billed at actual costs.

Finally, as we discussed in our meeting, I would require the City of Dripping Springs to include me on its TML insurance policy for all legal services rendered on behalf of the City.

This proposal is not a contract. If the City agrees to retain my services, a signed engagement letter along with this proposal and my initial correspondence to Mayor Purcell, will establish the terms of our agreement.

If I may be of further assistance, do not hesitate to contact me. I welcome the opportunity meet with City officials to further discuss this matter.

Sincerely,

Ryan Kellus Turner
Attorney and Counselor at Law

4514 Richmond Avenue
Austin, Texas 78745
September 13, 2002

The Honorable Todd Purcell
City of Dripping Springs
P.O. Box 384
Dripping Springs, TX 78620

Dear Mayor Purcell:

I am writing to express my interest in providing limited legal consultation and related services to the City of Dripping Springs.

I understand from Ms. Fischer that the City has in certain instances retained special counsel to address and assist with specific legal matters. In order to assist you in determining whether the City would be interested in retaining my services in a similar capacity, allow me to briefly describe my qualifications and legal services.

For over three years, I have served as an attorney and judicial educator for the Texas Municipal Courts Education Center in Austin. During this time I have had the opportunity to work with and advise literally hundreds of Texas cities on a host of code enforcement, municipal court, and state law issues. As a consequence, I have developed a valuable and specialized body of knowledge and skills. Equally important is my extensive relationship and network of contacts with state agencies, municipal law practitioners, legal scholars, and state officials. Having worked at the State's highest criminal court, co-authored two books, and drafted legislation at the request of the House Committee on Juvenile Justice and Family Issues, I have extensive legal research and writing experience. Additionally, as detailed in my resume, I have prosecutorial and consultation experience.

As I informed Ms. Fischer, a limited representation could be mutually beneficial in the sense that it would regulate legal costs incurred by the City while allowing me to manage my preexisting professional obligations. I offer the following services:

Advising – I am prepared to advise the municipality on issue pertaining to municipal court operations and open government issues (Texas Public Information Act, common law right of inspection, Rule 12 of Judicial Administration). When the time comes, I am also willing to assist the city in establishing a local police department and serve as police legal advisor.

Prosecutorial Services – I am prepared to provide either full or joint prosecutorial services in municipal court and if necessary handle *de novo* appeals before the Hays County Court-at-Law.

Legal Research, Drafting, Briefing & Reviewing Legal Documents – I am prepared to audit, and if necessary revise existing ordinances; conduct related legal research; brief legal conclusions; draft new ordinances.

I am excited about the future of Dripping Springs and welcome the opportunity to work with you and other city officials. If you would like to discuss this matter in person please contact me. Find enclosed my resume and business card.

Sincerely,

Ryan Kellus Turner
Attorney and Counselor at Law

Cc: Michelle Fischer



Contract Cover Sheet

Contract Number	FEL06022022
Contractor with Contact Information	Felix Media Solutions <i>Company:</i> <i>POC:</i>
	3601 South Congress Ave H200, Austin TX, 78704 <i>Address:</i>
	512-572-1777 <i>Phone Number:</i>
Effective Date	06/08/2022
Termination Date	Term is 12 months.
Renewal/ Termination Notice Date	No renewal; 30 days notice to terminate.
Bid/Quotes/ Budgeted	Only able to obtain one quote, this is a sole source provider. Budgeted amount is \$50,000.
Finance Review	Finance Director has reviewed and recommends using contingency fund for the amount over the budgeted amount (\$3,918.32)
Contract Amount	\$53,918.32
Department	Dripping Springs Ranch Park
Reporting Requirements	<i>Insurance Certificate:</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> NA
	<i>Conflict Disclosure:</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> NA
	<i>1295 Reporting:</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> NA
	<i>Other Reporting Requirements:</i>
Council Meeting Date (if applicable)	6/7/22

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the _____ day of _____, 2022 by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **Felix Media Solutions**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

1. **Project Summary:** Dripping Springs Ranch Park and Event Center IT and AV rack relocation and QSC hardware installation.
2. **Scope of Work:** Scope of Work includes all work in Attachment “A”.
3. **Attachments:** All attachments to this Professional Service Agreement are hereby made part hereof as if fully set out herein
 - a. Attachment A: City of Dripping Springs Event Center QSC Rack Move Proposal
4. **Payment for Services:** Payments will be made as specified in Attachment “A”.
5. **Duration:** The work will be commenced on or before June 27, 2022, and completed by July 1, 2022. This Agreement shall be in effect for a period of one year (12 months), unless terminated as provided below or if all work associated with Agreement is completed. Contractor shall start work immediately after the execution of this Agreement.
6. **Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.
7. **Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefits, for the benefit of Contractor. The City may contract with other individuals or firms for engineering services.
8. **Limitations:** During the period the Contractor is covered by this agreement, the Contractor will contact the City in writing if a potential conflict of interest with a third-party client may exist. If the City Council finds that a project for a third-party client of the Contractor has a direct conflict with the City, the City Council shall contact the Contractor in writing. If the conflict of interest cannot be resolved to either party’s satisfaction, either the Contractor or the City Council may terminate this Agreement with seven (7) days’ notice to the other party.
9. **Employees:** Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor’s employees.
10. **Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the

Conflict of Interest Questionnaire Form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176).

- 11. Injuries/Insurance:** Contractor acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Contractor's employees, if any. Contractor waives the rights to recovery from City for any injuries that Contractor and/or Contractor's employees may sustain while performing services under this Agreement. Contractor is to provide a copy of a certificate of insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City.
- 12. INDEMNIFICATION:** CONTRACOT AGREES TO INDEMNIFY AND HOLD CITY HARMLESS FROM ALL CLAIMS, LOSSES, EXPENSES, FEES, INCLUDING REASONABLE ATTORNEY'S FEES, COSTS, AND JUDGMENTS THAT MAY BE INCURRED BY CITY TO THE EXTENT THAT RESULT FROM NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, CONTRACTOR'S EMPLOYEES, IF ANY, AND CONTRACTOR'S AGENTS.
- 13. Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
- 14. Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:
- | | |
|---|--|
| <p>For the City:
 Attention: City Administrator
 City of Dripping Springs City
 P.O. Box 384
 Dripping Springs, TX 78620
 512-858-4725</p> | <p>For the Contractor:
 Attention: Felix Media Solutions
 1042 Event Center Dr, Dripping Springs,
 TX 78620
 512-572-1777</p> |
|---|--|
- Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.
- 15. Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties. If a conflict exists between this Agreement and Attachment "A", this Agreement shall prevail.
- 16. Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 17. Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

- 18. Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- 19. Applicable Law:** The laws of the State of Texas shall govern this Agreement.
- 20. Venue:** The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.
- 21. Consequential Damages.** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; costs of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
- 22. Site Access and Safety.** City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including City's contractors, subcontractors, or other parties present at the site.

CITY OF DRIPPING SPRINGS:

 Michelle Fischer, City Administrator

 Date
FELIX MEDIA SOLUTIONS:

 Lionel Felix

 Date

ATTACHMENT A

Project General Narrative

This proposal is designated for work to be performed during normal business hours.

FMS Normal Business Hours:

Monday - Friday

8 AM - 5 PM

Felix Media Solutions will provide the labor to complete the relocation of the IT and AV racks from their current location to the new closet and install QSC hardware. We will need this closet to have permanent power as well as your internet modem installed.

We are not able to move the internet, it needs to be done by your service provider.

Below is the scope of work for the rack move:

- Label and remove all wires from connected equipment in racks
- Power all equipment down
- Move racks and extend wires to new location
 - Some wires may need to be extended which we will do in the most professional way possible
- Hook all wires back to equipment ports
 - We will do the internet first to minimize internet downtime
- Power On
- Test and Troubleshoot

QSC and QSYS will be the hardware and control system that will connect to the current AV hardware. We will install a new QSC QSYS core kit with 64 Dante channels and 8 input/output ports. This will come with 4 encoders/decoders to send signals, we can add more as needed. To control this we will install an 8 inch touchscreen QSC tablet. We will install a Netgar 24 port switch specifically designed for AV applications to network the QSC devices.

We expect this entire project to take up to 5 days to complete with an interruption of AV and IT networks.

This includes all labor and materials, programming, and end user training.

Appendix A: Bill of Materials

Project Detail	
Dripping Springs Event Center	
1042 Event Center Dr, Dripping Springs, TX 78620	
QSC QSYS & Rack Relocation	
QSC Core Kit	
QSC Dante Bridge Card	
QSC 4 ch input	
QSC 4 ch output	
QSC UCI License	
QSC Scripting engine License	
QSC 8" Table Top Touch Screen Control Panel	
QSC Encoder	
QSC Decoder	
Netgear POE Plus Switch	
Cables, consumables and small parts	
Parts Subtotal	
Design, Sub & Labor	
Installation Labor	
Programming & Commissioning	
Supervisor / Foreman	
CAD, As-Builts	
Project Management	
Travel	
Parking /day/pp	
General & Administrative	
Design, Sub & Labor Total	
Project Subtotal	
Shipping	
Tax	
Project Total	

Felix Media Solutions · 3601 South Congre

Appendix D: Project Assumptions & Division of Responsibilities

FMS made the following assumptions regarding the process required to complete the project.

Item / Task	Furnished By	Installed By	Notes
AV conduit and power infrastructure	NA		
Connectrac (Conference and Open Work areas)	NA		
Penetration between floors	NA		
AV floor box plates/ wall boxes	NA		
Wall supports (blocking)	NA		
Low voltage, data	FMS	FMS	
Satellite / cable TV feed & boxes	OWNER	OWNER	
Coax cabling for cable TV	OWNER	OWNER	
Low voltage AV signal cable	FMS	FMS	
AV cables, connectors & terminations	FMS	FMS	
Prefabricated AV equipment racks	OWNER	OWNER	
Patching and painting	NA		
Millwork / table modifications for AV devices	NA		
Table boxes	NA		
Table AV inserts, adapters and knockouts	NA		
In-ceiling support hardware	NA		
Ceiling speakers	OWNER	OWNER	
Support for projector	NA		
Projector motorized lift	NA		
Projection screen & low voltage wall switch	NA		
OFE equipment in good working order w/ all necessary cables and accessories	OWNER	OWNER	

Responsible Parties	
GC	General Contractor (or Subcontractor to GC)
Felix Media Solutions (FMS)	Audiovisual Integrator
Felix Media Solutions Subcontractor (FMS-US)	Installation contractor under contract w/ FMS
Owner	Client or Client's Subcontractor
Furniture	Client's furniture vendor

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Contract:

1. Definitions
 - a. This document will be considered the "Contract".
 - b. Felix Media Solutions may be referred to in this document and others as "FMS".
 - c. [City of Dripping Springs](#) may be referred to in this document and others as "Client".
 - d. Substantial Completion is defined as the delivery and installation of all physical products within this agreement and includes each device performing its primary function without special programming, short of manufacturer warranty items, minor bugs, cosmetic issues, or other "punch list" categorized items.
2. The Client is responsible for the "AV room ready" conditions below to be met prior to commencement of work and acknowledges that any incomplete items may result in scheduling delays and/or additional trip charges:
 - a. *Electrical is in place and working in all TV, projector, rack and locations designated for powering AV components*
 - b. *Wall and ceiling conduit specified is complete, clear of obstacles and "ring and string" provided*
 - c. *Furniture is 100% delivered, installed, secured, wired, ready for AV install*
 - d. *Floor devices, raceway, floor boxes are complete, room and pathways for AV cabling are complete, clear and include 'ring and string'*
 - e. *Paint is complete and dry in AV work areas*
 - f. *AV areas are clear of other trades performing ladder work, dust work, hot work, wet work*
 - g. *Work area is free of drywall dust, sawdust and other airborne contaminants that can interfere with equipment safe operation*
3. The specific work to be performed by Felix Media Solutions is the procurement, construction, supply, installation of the specified items in the Bill of Materials in this document, and systems as outlined in the preceding Contract. Any changes to the preceding Contract require a written change-order from a Client authorized approver signed by Felix Media Solutions and the Client.
4. All areas of work that require custom installation, calibration, programming, etc. will be done so by methods found to be best practices. Any modifications requested based on client preference or opinion will be considered a change.
5. If the scope of work exceeds the time estimated to complete due to unforeseen circumstances such as construction changes by owner or an Act of God, the client acknowledges that additional charges will be incurred at the rates outlined in the Services & Rates section of the contract, for all additional service time related to those circumstances. All deviations will be proposed and approved by owner prior to starting new work.
6. Any client-requested changes or additions to this document resulting in additions of equipment, labor, materials, or services will be presented in the form of a change-order. Felix Media Solutions will execute no change-orders until written / emailed approval has been received from the client.
7. In cases where estimated costs or budget amounts are declared, the client will be responsible for the actual charges for service and materials, but will be notified for approval before any estimated / budget amount is exceeded.
8. **For all spaces, rooms, areas to be worked on, FMS may require the space be free, AV ready and unoccupied for a specified period of time. If that space is not available when FMS arrives for work, a minimum of ½-day rate will be incurred for each member of the team on site for the work. If FMS is "kicked out" of a conference room, the remainder of the day rate will be incurred and a new trip fee may be incurred. FMS may not arrive at the exact time the room is booked.**
9. Felix Media Solutions commits to our manufacturers to take delivery of items when ordering equipment. Sometimes equipment deliveries are delayed by manufacturer lead-times, delivery schedules, availability. Equipment will be ordered 30 days prior to install or as close to 30 days as possible given Contract to start time lead time. Felix Media Solutions is in no way responsible for manufacturer or shipping delays. In cases where product has been ordered, received, and the client then decides to change equipment or decline the purchase, a restocking fee based on applicable manufacturers and accrued additional labor will be incurred by the client and is due and payable immediately upon purchase declination. Returns must include all original packaging, parts, documents and accessories in good condition or they will be refused.
10. No orders will be placed before a signed Contract is in place. Long lead items like projector screens, and other specialty equipment takes at least 14 days from time of FMS placing the order. Some long lead items can take longer to procure and as such, may cause install delays beyond the control of FMS.
11. There are no returns allowed on custom fabricated products, software, SaaS products, Lifesize equipment and services or special order items. Items that have been installed may not be returned unless they are materially different than stated in the SoW, are defective, does not deliver the service specified in the Contract.
12. In cases of recent equipment obsolescence, discontinuation or unavailability within a reasonable time, Felix Media Solutions will not be held liable in any way, and further reserves the right to replace any such proposed equipment models with comparable model(s) of equal or superior performance.
13. Normal scheduled work hours are between 7:30AM and 5:30PM, Monday through Friday. Any work that must be scheduled on "off hours" between 5:30PM and 7:30AM or weekends must be agreed to by FMS and will incur a time and a half premium on labor. Holiday labor is provided at a rate of 2X our standard rate for the labor specified. Unless

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specified in the contract FMS cannot be compelled to work "off hours".

Services & Rates

14. Felix Media Solutions' Service Rates are as follows:
General Labor - \$110.00 per hour;
Technical Service, CAD & Project Management - \$115.00/hour;
Design and Engineering - \$145.00/ hour; and
Programming / IT Services - \$175.00 per hour.
15. The client acknowledges that Project Management, meeting attendance, and other services often occur both on-site and off-site and are fully compensable services.
16. Any services performed by Felix Media Solutions (beyond those provided within this agreement - (if any)) will be charged at the same rate whether the service occurs on-site or off-site. Documentation of off-site services will be maintained to the best of our ability in hour increments.
17. All project related drawings, schematics, and operational programming and/or source code (intellectual property(ies)) generated by Felix Media Solutions are the property of Felix Media Solutions. The client has right to use, copy, store and edit code created for them by FMS. Should the client request copies of any such code or documentation, they should do so by email and they will be provided with a shared folder or compressed archive. All shared folders will be deleted after 6 months. Any IP created by FMS may not be transferred or resold without explicit consent of FMS. Code and documentation in digital format transferred in its uncompiled and usable form is provided at no charge, upon request. Formal documentation, as-builts, CAD, manuals, guides and other digital and physical deliverables are charged on a T&M rate if not included as a deliverable in the project description or requirements.
18. If "As Built" documentation is to be produced for the client by Felix Media Solutions, it must either be specified as an expected deliverable in the original Contract, or must be otherwise provided for through a separate and additional purchase agreement executable upon completion of the original contract.
19. Felix Media Solutions reserves the right to make use of contractors and outside firms to perform work such as low voltage cabling and termination, fabrication, modification, programming and other services to complete the project.

Payment

20. No work will be done under this contract until Felix Media Solutions has received a fully signed copy of the contract from the client, and the client has made any initial payment which is due under the contract.
21. The efficient execution of services by Felix Media Solutions is dependent upon timely payments by the client, Delays in all services will occur if the payment schedule is not fully observed. If any payment is not made in a timely fashion, Felix Media Solutions may suspend work for the Client until all accounts are current.
22. All payments are due within 15 days upon the client's receipt of an invoice or other written request for payment.
23. Final payment is due within 15 days of invoice submitted at Substantial Completion. Substantially Complete systems may have punch list items that do not stop the systems from operating in their primary function. Any invoice / balance which go unpaid for more than 10 days after presentation will bear interest at the rate of 1.5% per month, or the highest rate permitted by law, whichever is higher.
24. All right, title and interests in all equipment provided by Felix Media Solutions shall remain with Felix Media Solutions (regardless of location) until receipt of final payment for the project as defined in the payment schedule. Felix Media Solutions reserves all remedies allowed by law (up to and including mechanic's liens on the property) to secure these rights.
25. In the event that any problems are experienced by the Client after the project is completed; those problems must be promptly reported to FMS in writing / email in a clear bulleted fashion. If FMS does not receive notice of problems within 30 days of final system delivery, the system will be deemed to be complete and in good working order.
26. In the event of any dispute between Felix Media Solutions and the client, the parties will make a good faith effort to resolve their differences amicably before resorting to legal proceedings.
27. If collection or enforcement of this agreement is necessary, the defaulting party is liable for all costs incurred in connection therewith, including, but not limited to, attorney's fees.
28. Felix Media Solutions will hold the client harmless with respect to any financial claims of subcontractors and suppliers.

Warranties / Insurance / Freight

29. FMS Provides a 90 day materials and workmanship warranty which commences on the date of First Productive Use which covers all materials provided by FMS and all labor provided in the year after install. Within the first year all removal, reinstall, shipping and labor to replace parts is provided by FMS or the Manufacturer. This warranty does not extend to

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- software / firmware that operates within a system, FMS will work with the manufacturer to update, upgrade, troubleshoot those systems. Those aspects are warranted by the respective manufacturers and/or authors of the intellectual property.
30. Service Contracts are available and cover labor and exchange costs during the extended coverage period. Manufacturer Warranties may extend beyond the first year (often 3 years) but not cover the cost of services or freight related to the removal and reinstallation of equipment that fails or has failed while "in warranty".
 31. The Contract offers no equipment warranty provided by or through Felix Media Solutions for any owner furnished equipment- (O.F.E.) installed by Felix Media Solutions.
 32. Any consumer TVs utilized within our projects come with a 30 Day warranty.
 33. Felix Media Solutions maintains insurance as required to protect from claims under Worker's Compensation and from any damage to the owner's property resulting from the conduct of this contract.
 34. With International shipping, Client agrees that all shipping and VAT quotes are estimates and often cannot be guaranteed until final VAT, tax, tariffs, freight, customs charges and shipping charges are settled, often after delivery. All related charges will be pass-through and paid for by the client. All charges, VAT, tax, customs charges, freight-forwarding, tariffs and are the responsibility of the client and will be billed to the Client as incurred. Client may take on shipping and arrange for materials to be delivered on site and FMS will remove all related shipping and tax costs.
 35. Client will inspect all direct deliveries within 48 hours for damage. TVs and projectors are prone to shipping damage and should be inspected for container damage as items arrive and should refuse delivery of any boxes that appear to have damage where the items inside may be damaged.
 36. Client gives permission to Felix Media Solutions to photograph our work and all applicable rights associated.
 37. Non-Solicitation: During the term of engagement of this Contract and for 1 year after any termination of this agreement, The Client will not directly or indirectly, on the Client's own behalf or in the service or on behalf of others, in any capacity induce or attempt to induce any officer, director, contractor, subcontractor or employee to leave Felix Media Solutions company.
 38. The Client agrees to indemnify and hold harmless FMS of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, but only to the extent caused by, arising out of, or relating to the work of Contractor or products provided.
 39. The Client has read and agrees to all conditions as stated above and has so specified by signing herewith and initialing each page / section where indicated. This written agreement supersedes all prior written or unwritten agreements and negotiations. There are no other agreements either written or oral pertaining to this project.

Terms

Payment terms 65% due upon signing. Remainder billed monthly based on work completed and materials stored or ordered

Invoices All payments are due upon invoice receipt

Signature

Client	_____	FMS	Felix Media Solutions, Inc.
Name	_____	Name	_Lionel Felix_____
Title	_____	Title	_CEO_____
Date	_____	Date	_____
Signature	_____	Signature	_____

This Proposal is valid for a term of 30 days from the date on the proposal.

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IT & AV Proposal for Dripping Springs Ranch Park and Event Center

1042 Event Center Dr, Dripping Springs, TX 78620

Prepared for: Emily Nelson & Jason Weinstock

Prepared by:
James McNeely
Account Manager
james.mcneely@felixmediasolutions.com
512.593.2955

Felix Media Solutions, Inc.
3601 South Congress Avenue, H200
Austin, Texas 78704
512.572.1777

Lionel Felix
CEO
lionel@felixmediasolutions.com
512.716.5522

27 May, 2022
Version #: 002

About Us

The team at Felix Media Solutions takes great pride in providing custom, complete, and turn-key solutions for our clients. Each project we work on is different so please let us know if there are any changes that need to be made to get this proposal just right for you.

This proposal contains an overview of the major systems, descriptions of each area of work, and cost detail. Our designers strive to create a custom solution based on your specific requirements so please tell us if anything needs to be adjusted to accommodate your requirements for scope, function, and cost.

Each project includes design, coordination with all project teams (architects, GC, trades, and client), project management, documentation, delivery, cleanup, client acceptance testing, and a year warranty for work, materials, and parts.

- You are always treated as a valued client on the first day we meet and years after the job is complete.
- We come from the place of YES.
- We show up prepared and on time
- We have a team of skilled and seasoned AV & IT techs.
- We clean up after ourselves, are polite, dress professionally, and leave things better than they were.
- We are the easiest trade on your construction site and the quietest, most discrete vendor on your property.
- We return emails and calls quickly and cheerfully.
- We stay on budget.
- We do not underbid and then constantly change your order to increase the project price.
- We only spec the right parts, not the most expensive ones.
- We collaborate with the other trades and never blame others.
- We come back, check on you, and fix things until you are 100% satisfied with our work.

We are revolutionizing the commercial AV market by prioritizing client experience and providing the best customer service in the industry. Our dedication to client satisfaction is why we are the fastest growing AV company in Texas. We come from a strong foundation in technology and take pride in translating our technical mastery into smart, easy-to-use solutions. We work on new construction and retrofit commercial interiors from 2,000 to 1,000,000+ square feet.

We deliver turn-key solutions with an upgrade path for whatever comes next. We listen. We work together with our clients to create custom solutions that fit the client and space. We are serious about service, details, and delivery. Our team answers the phone, shows up quickly, and takes responsibility. Our commitment to amazing after-care remains long after the project ends.

Each project includes 90-day materials and workmanship warranty. Most components have their own factory supported warranty.

Project General Narrative

This proposal is designated for work to be performed during normal business hours.

FMS Normal Business Hours:

Monday - Friday

8 AM - 5 PM

Felix Media Solutions will provide the labor to complete the relocation of the IT and AV racks from their current location to the new closet and install QSC hardware. We will need this closet to have permanent power as well as your internet modem installed.

We are not able to move the internet, it needs to be done by your service provider.

Below is the scope of work for the rack move:

- Label and remove all wires from connected equipment in racks
- Power all equipment down
- Move racks and extend wires to new location
 - Some wires may need to be extended which we will do in the most professional way possible
- Hook all wires back to equipment ports
 - We will do the internet first to minimize internet downtime
- Power On
- Test and Troubleshoot

QSC and QSYS will be the hardware and control system that will connect to the current AV hardware. We will install a new QSC QSYS core kit with 64 Dante channels and 8 input/output ports. This will come with 4 encoders/decoders to send signals, we can add more as needed. To control this we will install an 8 inch touchscreen QSC tablet. We will install a Netgar 24 port switch specifically designed for AV applications to network the QSC devices.

We expect this entire project to take up to 5 days to complete with an interruption of AV and IT networks.

This includes all labor and materials, programming, and end user training.

Appendix A: Bill of Materials

Project Detail	Qty	Item Price	Item Total		
Dripping Springs Event Center					
1042 Event Center Dr, Dripping Springs, TX 78620					
QSC QSYS & Rack Relocation					
QSC Core Kit	1	\$7,469.00	\$7,469.00		
QSC Dante Bridge Card	1	\$1,824.90	\$1,824.90		
QSC 4 ch input	2	\$385.00	\$770.00		
QSC 4 ch output	2	\$346.50	\$693.00		
QSC UCI License	1	\$197.12	\$197.12		
QSC Scripting engine License	1	\$885.50	\$885.50		
QSC 8" Table Top Touch Screen Control Panel	1	\$1,830.00	\$1,830.00		
QSC Encoder	2	\$2,950.00	\$5,900.00		
QSC Decoder	2	\$2,950.00	\$5,900.00		
Netgear POE Plus Switch	1	\$1,299.00	\$1,299.00		
Cables, consumables and small parts	1	\$285.00	\$285.00		
				Parts	\$27,053.52
				Labor	\$16,500.00
				Total	\$43,553.52
Parts Subtotal			\$27,053.52		
Design, Sub & Labor					
Installation Labor	1	\$16,500.00	\$16,500.00		
Programming & Commissioning	1	\$4,125.00	\$4,125.00		
Supervisor / Foreman	1	\$2,000.00	\$2,000.00		
CAD, As-Builts	1	\$0.00	\$0.00		
Project Management	1	\$1,810.00	\$1,810.00		
Travel	1	\$0.00	\$0.00		
Parking /day/pp	0	\$40.00	\$0.00		
General & Administrative	1	\$1,954.80	\$1,954.80		
Design, Sub & Labor Total			\$26,389.80		
Project Subtotal			\$53,443.32		
Shipping			\$475.00		
Tax			\$0.00		
Project Total			\$53,918.32		

Appendix D: Project Assumptions & Division of Responsibilities

FMS made the following assumptions regarding the process required to complete the project.

Item / Task	Furnished By	Installed By	Notes
AV conduit and power infrastructure	NA		
Connectrac (Conference and Open Work areas)	NA		
Penetration between floors	NA		
AV floor box plates/ wall boxes	NA		
Wall supports (blocking)	NA		
Low voltage, data	FMS	FMS	
Satellite / cable TV feed & boxes	OWNER	OWNER	
Coax cabling for cable TV	OWNER	OWNER	
Low voltage AV signal cable	FMS	FMS	
AV cables, connectors & terminations	FMS	FMS	
Prefabricated AV equipment racks	OWNER	OWNER	
Patching and painting	NA		
Millwork / table modifications for AV devices	NA		
Table boxes	NA		
Table AV inserts, adapters and knockouts	NA		
In-ceiling support hardware	NA		
Ceiling speakers	OWNER	OWNER	
Support for projector	NA		
Projector motorized lift	NA		
Projection screen & low voltage wall switch	NA		
OFE equipment in good working order w/ all necessary cables and accessories	OWNER	OWNER	

Responsible Parties	
GC	General Contractor (or Subcontractor to GC)
Felix Media Solutions (FMS)	Audiovisual Integrator
Felix Media Solutions Subcontractor (FMS-US)	Installation contractor under contract w/ FMS
Owner	Client or Client's Subcontractor
Furniture	Client's furniture vendor

Contract:

1. Definitions
 - a. This document will be considered the "Contract".
 - b. Felix Media Solutions may be referred to in this document and others as "FMS".
 - c. [City of Dripping Springs](#) may be referred to in this document and others as "Client".
 - d. Substantial Completion is defined as the delivery and installation of all physical products within this agreement and includes each device performing its primary function without special programming, short of manufacturer warranty items, minor bugs, cosmetic issues, or other "punch list" categorized items.
2. The Client is responsible for the "AV room ready" conditions below to be met prior to commencement of work and acknowledges that any incomplete items may result in scheduling delays and/or additional trip charges:
 - a. *Electrical is in place and working in all TV, projector, rack and locations designated for powering AV components*
 - b. *Wall and ceiling conduit specified is complete, clear of obstacles and "ring and string" provided*
 - c. *Furniture is 100% delivered, installed, secured, wired, ready for AV install*
 - d. *Floor devices, raceway, floor boxes are complete, room and pathways for AV cabling are complete, clear and include 'ring and string'*
 - e. *Paint is complete and dry in AV work areas*
 - f. *AV areas are clear of other trades performing ladder work, dust work, hot work, wet work*
 - g. *Work area is free of drywall dust, sawdust and other airborne contaminants that can interfere with equipment safe operation*
3. The specific work to be performed by Felix Media Solutions is the procurement, construction, supply, installation of the specified items in the Bill of Materials in this document, and systems as outlined in the preceding Contract. Any changes to the preceding Contract require a written change-order from a Client authorized approver signed by Felix Media Solutions and the Client.
4. All areas of work that require custom installation, calibration, programming, etc. will be done so by methods found to be best practices. Any modifications requested based on client preference or opinion will be considered a change.
5. If the scope of work exceeds the time estimated to complete due to unforeseen circumstances such as construction changes by owner or an Act of God, the client acknowledges that additional charges will be incurred at the rates outlined in the Services & Rates section of the contract, for all additional service time related to those circumstances. All deviations will be proposed and approved by owner prior to starting new work.
6. Any client-requested changes or additions to this document resulting in additions of equipment, labor, materials, or services will be presented in the form of a change-order. Felix Media Solutions will execute no change-orders until written / emailed approval has been received from the client.
7. In cases where estimated costs or budget amounts are declared, the client will be responsible for the actual charges for service and materials, but will be notified for approval before any estimated / budget amount is exceeded.
8. **For all spaces, rooms, areas to be worked on, FMS may require the space be free, AV ready and unoccupied for a specified period of time. If that space is not available when FMS arrives for work, a minimum of ½-day rate will be incurred for each member of the team on site for the work. If FMS is "kicked out" of a conference room, the remainder of the day rate will be incurred and a new trip fee may be incurred. FMS may not arrive at the exact time the room is booked.**
9. Felix Media Solutions commits to our manufacturers to take delivery of items when ordering equipment. Sometimes equipment deliveries are delayed by manufacturer lead-times, delivery schedules, availability. Equipment will be ordered 30 days prior to install or as close to 30 days as possible given Contract to start time lead time. Felix Media Solutions is in no way responsible for manufacturer or shipping delays. In cases where product has been ordered, received, and the client then decides to change equipment or decline the purchase, a restocking fee based on applicable manufacturers and accrued additional labor will be incurred by the client and is due and payable immediately upon purchase declination. Returns must include all original packaging, parts, documents and accessories in good condition or they will be refused.
10. No orders will be placed before a signed Contract is in place. Long lead items like projector screens, and other specialty equipment takes at least 14 days from time of FMS placing the order. Some long lead items can take longer to procure and as such, may cause install delays beyond the control of FMS.
11. There are no returns allowed on custom fabricated products, software, SaaS products, Lifesize equipment and services or special order items. Items that have been installed may not be returned unless they are materially different than stated in the SoW, are defective, does not deliver the service specified in the Contract.
12. In cases of recent equipment obsolescence, discontinuation or unavailability within a reasonable time, Felix Media Solutions will not be held liable in any way, and further reserves the right to replace any such proposed equipment models with comparable model(s) of equal or superior performance.
13. Normal scheduled work hours are between 7:30AM and 5:30PM, Monday through Friday. Any work that must be scheduled on "off hours" between 5:30PM and 7:30AM or weekends must be agreed to by FMS and will incur a time and a half premium on labor. Holiday labor is provided at a rate of 2X our standard rate for the labor specified. Unless

specified in the contract FMS cannot be compelled to work "off hours".

Services & Rates

14. Felix Media Solutions' Service Rates are as follows:
General Labor - \$110.00 per hour;
Technical Service, CAD & Project Management - \$115.00/hour;
Design and Engineering - \$145.00/ hour; and
Programming / IT Services - \$175.00 per hour.
15. The client acknowledges that Project Management, meeting attendance, and other services often occur both on-site and off-site and are fully compensable services.
16. Any services performed by Felix Media Solutions (beyond those provided within this agreement - (if any) will be charged at the same rate whether the service occurs on-site or off-site. Documentation of off-site services will be maintained to the best of our ability in hour increments.
17. All project related drawings, schematics, and operational programming and/or source code (intellectual property(ies)) generated by Felix Media Solutions are the property of Felix Media Solutions. The client has right to use, copy, store and edit code created for them by FMS. Should the client request copies of any such code or documentation, they should do so by email and they will be provided with a shared folder or compressed archive. All shared folders will be deleted after 6 months. Any IP created by FMS may not be transferred or resold without explicit consent of FMS. Code and documentation in digital format transferred in its uncompiled and usable form is provided at no charge, upon request. Formal documentation, as-builts, CAD, manuals, guides and other digital and physical deliverables are charged on a T&M rate if not included as a deliverable in the project description or requirements.
18. If "As Built" documentation is to be produced for the client by Felix Media Solutions, it must either be specified as an expected deliverable in the original Contract, or must be otherwise provided for through a separate and additional purchase agreement executable upon completion of the original contract.
19. Felix Media Solutions reserves the right to make use of contractors and outside firms to perform work such as low voltage cabling and termination, fabrication, modification, programming and other services to complete the project.

Payment

20. No work will be done under this contract until Felix Media Solutions has received a fully signed copy of the contract from the client, and the client has made any initial payment which is due under the contract.
21. The efficient execution of services by Felix Media Solutions is dependent upon timely payments by the client. Delays in all services will occur if the payment schedule is not fully observed. If any payment is not made in a timely fashion, Felix Media Solutions may suspend work for the Client until all accounts are current.
22. All payments are due within 15 days upon the client's receipt of an invoice or other written request for payment.
23. Final payment is due within 15 days of invoice submitted at Substantial Completion. Substantially Complete systems may have punch list items that do not stop the systems from operating in their primary function. Any invoice / balance which go unpaid for more than 10 days after presentation will bear interest at the rate of 1.5% per month, or the highest rate permitted by law, whichever is higher.
24. All right, title and interests in all equipment provided by Felix Media Solutions shall remain with Felix Media Solutions (regardless of location) until receipt of final payment for the project as defined in the payment schedule. Felix Media Solutions reserves all remedies allowed by law (up to and including mechanic's liens on the property) to secure these rights.
25. In the event that any problems are experienced by the Client after the project is completed; those problems must be promptly reported to FMS in writing / email in a clear bulleted fashion. If FMS does not receive notice of problems within 30 days of final system delivery, the system will be deemed to be complete and in good working order.
26. In the event of any dispute between Felix Media Solutions and the client, the parties will make a good faith effort to resolve their differences amicably before resorting to legal proceedings.
27. If collection or enforcement of this agreement is necessary, the defaulting party is liable for all costs incurred in connection therewith, including, but not limited to, attorney's fees.
28. Felix Media Solutions will hold the client harmless with respect to any financial claims of subcontractors and suppliers.

Warranties / Insurance / Freight

29. FMS Provides a 90 day materials and workmanship warranty which commences on the date of First Productive Use which covers all materials provided by FMS and all labor provided in the year after install. Within the first year all removal, reinstall, shipping and labor to replace parts is provided by FMS or the Manufacturer. This warranty does not extend to

- software / firmware that operates within a system. FMS will work with the manufacturer to update, upgrade, troubleshoot those systems. Those aspects are warranted by the respective manufacturers and/or authors of the intellectual property.
30. Service Contracts are available and cover labor and exchange costs during the extended coverage period. Manufacturer Warranties may extend beyond the first year (often 3 years) but not cover the cost of services or freight related to the removal and reinstallation of equipment that fails or has failed while "in warranty".
 31. The Contract offers no equipment warranty provided by or through Felix Media Solutions for any owner furnished equipment- (O.F.E.) installed by Felix Media Solutions.
 32. Any consumer TVs utilized within our projects come with a 30 Day warranty.
 33. Felix Media Solutions maintains insurance as required to protect from claims under Worker's Compensation and from any damage to the owner's property resulting from the conduct of this contract.
 34. With International shipping, Client agrees that all shipping and VAT quotes are estimates and often cannot be guaranteed until final VAT, tax, tariffs, freight, customs charges and shipping charges are settled, often after delivery. All related charges will be pass-through and paid for by the client. All charges, VAT, tax, customs charges, freight-forwarding, tariffs and are the responsibility of the client and will be billed to the Client as incurred. Client may take on shipping and arrange for materials to be delivered on site and FMS will remove all related shipping and tax costs.
 35. Client will inspect all direct deliveries within 48 hours for damage. TVs and projectors are prone to shipping damage and should be inspected for container damage as items arrive and should refuse delivery of any boxes that appear to have damage where the items inside may be damaged.
 36. Client gives permission to Felix Media Solutions to photograph our work and all applicable rights associated.
 37. Non-Solicitation: During the term of engagement of this Contract and for 1 year after any termination of this agreement, The Client will not directly or indirectly, on the Client's own behalf or in the service or on behalf of others, in any capacity induce or attempt to induce any officer, director, contractor, subcontractor or employee to leave Felix Media Solutions company.
 38. The Client agrees to indemnify and hold harmless FMS of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, but only to the extent caused by, arising out of, or relating to the work of Contractor or products provided.
 39. The Client has read and agrees to all conditions as stated above and has so specified by signing herewith and initialing each page / section where indicated. This written agreement supersedes all prior written or unwritten agreements and negotiations. There are no other agreements either written or oral pertaining to this project.

Terms

Payment terms 65% due upon signing. Remainder billed monthly based on work completed and materials stored or ordered

Invoices All payments are due upon invoice receipt

Signature

Client	_____	FMS	Felix Media Solutions, Inc.
Name	_____	Name	_Lionel Felix_____
Title	_____	Title	_CEO_____
Date	_____	Date	_____
Signature	_____	Signature	_____

This Proposal is valid for a term of 30 days from the date on the proposal.



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

Submitted By: Emily Nelson, Dripping Springs Ranch Park Manager

Council Meeting Date: June 7, 2022

Agenda Item Wording: **Approval of the renewal of a Co-Sponsorship Agreement between the City of Dripping Springs and Texas Beef Initiative for roping practices and events. Sponsor: Council Member King.**

Agenda Item Requestor: Emily Nelson, Dripping Springs Ranch Park Manager

Summary/Background: This is the annual co-sponsorship renewal request for our roping club, Texas Beef Initiative.

They hosted one roping on Labor Day Weekend. They are interested in creating some youth roping education experiences at the Ranch Park this next year.

Commission Recommendations: Dripping Springs Ranch Park Board recommends the approval of the CoSponsorship renewal with the addition on Sunday practices when facility is available.

Recommended Council Actions: Approval of Texas Beef Initiative CoSponsorship renewal.

Attachments: 2022 Texas Beef Initiative Co-Sponsorship Agreement

Next Steps/Schedule: Execute agreement

Co-Sponsorship Agreement

This *Texas Beef Initiative Co-Sponsorship Agreement* ("Agreement") is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement by and between the City of Dripping Springs, Texas, a Type A, general-law municipality incorporated pursuant to the laws of the State of Texas and located in Hays County, Texas, ("City"), and the Texas Beef Initiative ("Co-Sponsor").
2. **PURPOSE:** This Agreement serves as a statement or exchange of promises between the City and Co-Sponsor. It is enacted to provide clear responsibilities and duties for the use of the Dripping Springs Ranch Park ("DSRP") by Co-Sponsor. This Agreement will encourage the development of DSRP as all funds generated by the City from this agreement will go to the DSRP General Operating Fund.
3. **DESCRIPTION:** Co-Sponsor is hereby engaged to organize and hold the following events ("Event"):
 - 3.1. Texas Beef Initiative weekly roping practices at a reduced rental cost of \$50 for the outdoor arena and \$100 for the indoor arena.
 - 3.2. Texas Beef Initiative weekend events at a discounted rate of \$450 per day in the indoor arena, plus custodial/overtime staffing fees if outside of operational hours
 - 3.3. Scheduling of all events shall be in coordination with the DSRP staff and shall be scheduled at least 60 days in advance of any event. A event rental agreement shall be completed for each event or series of events. Unless otherwise scheduled, roping practices shall be from 6 p.m. to 9 p.m. on scheduled dates.
4. **SCOPE:** This Agreement applies to Co-Sponsor's utilization of DSRP for the reasons stated above, which shall be conducted weekly beginning on June 3, 2021.
5. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas and performance shall take place at DSRP, the premises located at: 1042 Event Center Drive, Dripping Springs, TX, 78620.
6. **OBLIGATIONS OF THE CITY:**
 - 6.1. The City agrees to allow Co-Sponsor to utilize DSRP for the purpose stated in Section 3.
 - 6.2. The City and Co-Sponsor agree to jointly create a Committee to oversee the organization and execution of the Event. The Committee will consist of one representative appointed by the City and two representatives appointed by Co-

Sponsor.

- 6.3. The City agrees to grant Co-Sponsor access to the City's tractor and skid steer. Co-Sponsor agrees that all drivers of the tractor and skid steer must be approved and registered with the City.
- 6.4. City agrees to provide Co-Sponsor with access to the following utilities for the limited purpose of Co-Sponsor's performance under this Agreement.
 - a. Electricity
 - b. Water
- 6.5. City shall provide trash cans for the event, for the collection and disposal of solid waste generated at the event.
- 6.6. City will provide staff for each event and shall provide that the arena is ready for each scheduled event.
- 6.7. City agrees to allow the Co-Sponsor to house stock at the park.

7. OBLIGATIONS OF THE CO-SPONSOR:

- 7.1 Co-Sponsor agrees to provide all volunteer labor needed to operate and oversee all aspects of the Event.
- 7.2 Co-Sponsor will be responsible for the care and feeding of the cattle at DSRP and all expenses related to the care and feeding of the cattle.
- 7.3 Co-Sponsor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.
- 7.4 Co-Sponsor agrees to the standard twelve (12) hour rental and fees may be applicable if the event goes over the 12 hours to include setup and breakdown. All other fees needed for the event, including RV stalls, additional equipment, or related fees shall be paid by Co-Sponsor with an estimate provided at scheduling of event and use of equipment or facilities.
- 7.5 Co-Sponsor agrees to abide by all state, federal and local rules, and regulations.
- 7.6 Co-Sponsor agrees to take all reasonable steps to ensure public safety and protection from fire damage.
- 7.7 The Co-Sponsor shall require and be responsible for obtaining liability waivers (to be provided to the City) to be signed by all arena event participants. Such waiver will be provided by the City and is required to be executed by all roping participants. All

executed waivers must be returned to the City within seven (7) calendar days prior to the event.

- 7.8 Co-Sponsor agrees not to perform waste or damage DSRP.
- 7.9 Co-Sponsor shall ensure that all trash is placed in the City-provided trash cans.
- 7.10 Co-Sponsor shall exercise reasonable care and due diligence to avoid harming DSRP.
- 7.1. Co-Sponsor agrees to utilize good management practices, including but not limited to safe animal handling techniques. Co-Sponsor will be responsible for the care and feeding of the cattle at DSRP and all expenses related to the proper health, care, and maintenance of the Stock. They will also furnish all labor required to maintain the proper health, care, and maintenance of the Stock.
- 7.2. Co-Sponsor will maintain fencing in a reasonable manner to prevent escape of Stock from Land. The Texas Beef Initiative will regularly maintain the space utilizing good land management practices. They will not make any improvements without DSRP's written permission.
- 8. INDEPENDENT CONTRACTOR:** The Parties agree that Co-Sponsor is an independent contractor and is neither an agent nor an employee of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor's resources and staff to achieve the goals of this Agreement.
- 9. INJURIES/INSURANCE:** Co-Sponsor acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Co-Sponsor's employees, if any. Co-Sponsor waives the rights to recovery from City for any injuries that Co-Sponsor and/or Co-Sponsor's employees may sustain while performing services under this Agreement. Co-Sponsor is to provide a copy of a certificate of insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Co-Sponsor uses the services of any of Co-Sponsor's employees for the provision of services to the City.
- 10. DURATION:** This Agreement shall be enforceable when signed by both parties and shall be deemed terminated March 31, 2022 or as outlined below.
- 11. TERMINATION:**
- 11.1 This Agreement may be terminated by mutual consent of the parties.
- 11.2 This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to commencement of the use of DSRP.
- 11.3 Termination shall release each party from all obligations of this Agreement, except as specified below.

- 11.4 Termination of this Agreement, as provided above, shall not prohibit, or impair any claim by either party based upon any breach of this Agreement.
- 11.5 The City shall determine if Co-Sponsor shall be relieved of Co-Sponsor's obligation to participate at DSRP due to inclement weather.
- 11.6 *Force Majeure*: In situations in which Co-Sponsor's participation at DSRP is delayed, cancelled, or suspended due to Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

12. INDEMNIFICATION:

CO-SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE CITY'S ASSOCIATION WITH CO-SPONSOR UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF CO-SPONSOR, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE CITY.

- 13. CONTROLLING LAW & VENUE:** Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.

- 14. NOTICES:** Any notice provided for by this Agreement and any other notice, demand, or communication which either party may wish to send to the other, shall be in writing and given by (a) hand delivery, (b) express overnight delivery service, or (c) registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party's address as set forth below.

City:

Attention: DSRP Manager
 Post Office Box 384
 Dripping Springs, Texas 78620
 Phone: (512) 858-4725

Co-Sponsor:

Attention: Noel McAlexander
 P.O. Box 189
 Dripping Springs 78620
 Phone: 512-981-8482

- 15. HEADINGS:** The headings and titles to the Articles, Paragraphs and Subparagraphs of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provision hereof.

16. ASSIGNMENT: Neither Party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Co-Sponsor.

17. BINDING ON SUCCESSORS: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

18. SEVERABILITY: Any provisions of this Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

19. MERGER: This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Co-Sponsor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the participation at DSRP.

20. MODIFICATIONS: All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.

21. COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

BE IT HEREBY AGREED & APPROVED, for good & valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

Executed this, the 16 day of June 2021.

City of Dripping Springs:

by: [Signature]
Bill Foulds, Jr, Mayor

Texas Beef Initiative

by: [Signature] 6-10-21
Noel McAlexander, President

ATTEST:

by: [Signature]
Andrea Cunningham, City Secretary



Co-Sponsorship Agreement

This *Texas Beef Initiative Co-Sponsorship Agreement* ("Agreement") is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement by and between the City of Dripping Springs, Texas, a Type A, general-law municipality incorporated pursuant to the laws of the State of Texas and located in Hays County, Texas, ("City"), and the Texas Beef Initiative ("Co-Sponsor").
2. **PURPOSE:** This Agreement serves as a statement or exchange of promises between the City and Co-Sponsor. It is enacted to provide clear responsibilities and duties for the use of the Dripping Springs Ranch Park ("DSRP") by Co-Sponsor. This Agreement will encourage the development of DSRP as all funds generated by the City from this agreement will go to the DSRP General Operating Fund.
3. **DESCRIPTION:** Co-Sponsor is hereby engaged to organize and hold the following events ("Event"):
 - 3.1. Texas Beef Initiative weekly roping practices at a reduced rental cost of \$50 for the outdoor arena and \$100 for the indoor arena.
 - 3.2. Texas Beef Initiative Sunday roping practices at a reduced rental cost of \$50 for the outdoor arena and \$100 for the indoor arena when there is facility availability.
 - 3.3. Scheduling of all events shall be in coordination with the DSRP staff and shall be scheduled at least 60 days in advance of any event. An event rental agreement shall be completed for each event or series of events. Unless otherwise scheduled, roping practices shall be from 6 p.m. to 9 p.m. on scheduled dates.
4. **SCOPE:** This Agreement applies to Co-Sponsor's utilization of DSRP for the reasons stated above, which shall be conducted weekly beginning on June 3, 2022.
5. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas and performance shall take place at DSRP, the premises located at: 1042 Event Center Drive, Dripping Springs, TX, 78620.
6. **OBLIGATIONS OF THE CITY:**
 - 6.1. The City agrees to allow Co-Sponsor to utilize DSRP for the purpose stated in Section 3.
 - 6.2. The City and Co-Sponsor agree to jointly create a Committee to oversee the organization and execution of the Event. The Committee will consist of one representative appointed by the City and two representatives appointed by Co-Sponsor.
 - 6.3. The City agrees to grant Co-Sponsor access to the City's tractor and skid steer. Co-Sponsor agrees that all drivers of the tractor and skid steer must be approved and registered with the City.

6.4. City agrees to provide Co-Sponsor with access to the following utilities for the limited purpose of Co-Sponsor's performance under this Agreement.

6.4.1. Electricity

6.4.2. Water

6.5. City shall provide trash cans for the event, for the collection and disposal of solid waste generated at the event.

6.6. City will provide staff for each event and shall provide that the arena is ready for each scheduled event.

6.7. City agrees to allow the Co-Sponsor to house stock at the park.

7. OBLIGATIONS OF THE CO-SPONSOR:

7.1. Co-Sponsor agrees to provide all volunteer labor needed to operate and oversee all aspects of the Event.

7.2. Co-Sponsor will be responsible for the care and feeding of the cattle at DSRP and all expenses related to the care and feeding of the cattle.

7.3. Co-Sponsor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.

7.4. Co-Sponsor agrees to the standard twelve (12) hour rental and fees may be applicable if the event goes over the 12 hours to include setup and breakdown. All other fees needed for the event, including RV stalls, additional equipment, or related fees shall be paid by Co-Sponsor with an estimate provided at scheduling of event and use of equipment or facilities.

7.5. Co-Sponsor agrees to abide by all state, federal and local rules, and regulations.

7.6. Co-Sponsor agrees to take all reasonable steps to ensure public safety and protection from fire damage.

7.7. The Co-Sponsor shall require and be responsible for obtaining liability waivers (to be provided to the City) to be signed by all arena event participants. Such waiver will be provided by the City and is required to be executed by all roping participants. All executed waivers must be returned to the City within seven (7) calendar days prior to the event.

7.8. Co-Sponsor agrees not to perform waste or damage DSRP.

7.9. Co-Sponsor shall ensure that all trash is placed in the City-provided trash cans.

7.10. Co-Sponsor shall exercise reasonable care and due diligence to avoid harming DSRP.

7.11. Co-Sponsor agrees to utilize good management practices, including but not limited to safe animal handling techniques. Co-Sponsor will be responsible for the care and feeding of the cattle at DSRP and all expenses related to the proper health, care, and maintenance of the Stock. They will also furnish all labor required to maintain the proper health, care, and maintenance of the Stock.

7.12. Co-Sponsor will maintain fencing in a reasonable manner to prevent escape of Stock from Land. The Texas Beef Initiative will regularly maintain the space utilizing good land management practices. They will not make any improvements without DSRP's written permission.

8. INDEPENDENT CONTRACTOR: The Parties agree that Co-Sponsor is an independent contractor and is neither an agent nor an employee of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor's resources and staff to achieve the goals of this Agreement.

8.1. **INJURIES/INSURANCE:** Co-Sponsor acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Co-Sponsor's employees, if any. Co-Sponsor waives the rights to recovery from City for any injuries that Co-Sponsor and/or Co-Sponsor's employees may sustain while performing services under this Agreement. Co-Sponsor is to provide a copy of a certificate of insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Co-Sponsor uses the services of any of Co-Sponsor's employees for the provision of services to the City.

9. DURATION: This Agreement shall be enforceable when signed by both parties and shall be deemed terminated March 31, 2023, or as outlined below.

10. TERMINATION:

10.1. This Agreement may be terminated by mutual consent of the parties.

10.2. This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to commencement of the use of DSRP.

10.3. Termination shall release each party from all obligations of this Agreement, except as specified below.

10.4. Termination of this Agreement, as provided above, shall not prohibit, or impair any claim by either party based upon any breach of this Agreement.

10.5. The City shall determine if Co-Sponsor shall be relieved of Co-Sponsor's obligation to participate at DSRP due to inclement weather.

10.6. *Force Majeure:* In situations in which Co-Sponsor's participation at DSRP is delayed, cancelled, or suspended due to Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

11. INDEMNIFICATION:

CO-SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE CITY'S ASSOCIATION WITH CO-SPONSOR UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF CO-SPONSOR, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE CITY.

12. CONTROLLING LAW & VENUE: Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.

13. NOTICES: Any notice provided for by this Agreement and any other notice, demand, or communication which either party may wish to send to the other, shall be in writing and given by (a) hand delivery. (b) express overnight delivery service, or (c) registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party's address as set forth below.

City:

Attention: DSRP Manager
Post Office Box 384
Dripping Springs, Texas 78620
Phone: (512) 858-4725

Co-Sponsor:

Attention: Noel McAlexander
P.O. Box 189
Dripping Springs 78620
Phone: 512-981-8482

14. HEADINGS: The headings and titles to the Articles, Paragraphs and Subparagraphs of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provision hereof.

15. ASSIGNMENT: Neither Party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Co-Sponsor.

16. BINDING ON SUCCESSORS: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

17. SEVERABILITY: Any provisions of this Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

18. MERGER: This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Co-Sponsor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written made with respect to the participation at DSRP.

19. MODIFICATIONS: All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.

20. COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

BE IT HEREBY AGREED & APPROVED, for good & valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

Executed this, the ____ day of _____ 2022.

City of Dripping Springs

Texas Beef Initiative

by: _____
Bill Foulds, Jr., Mayor

by: _____
Noel McAlexander, President

ATTEST:

by: _____
Andrea Cunningham, City Secretary



To: Dripping Springs City Council
From: Tory Carpenter, AICP – Senior Planner
Date: June 7, 2022
RE: Special Event Facility

I. Overview

Staff has been approached by prospective applicants interested in operating wedding venues within the Dripping Springs City Limits. After exploring the land use chart and definitions in the zoning ordinance, staff found that this use is not listed. Per section E.1.1(c) of the zoning ordinance, if a use is not listed then it is not allowed in any zoning district. The purpose of this text amendment is to allow wedding venues and other similar uses in commercial districts after approval of a Conditional Use Permit. At their meeting on April 26, the Planning and Zoning Commission voted unanimously to approve the text amendment. The Commission's recommended changes are shown in **red** below.

At their meeting on May 17, City Council raised concerns about how this new land use would affect existing businesses who currently host special events on a regular basis. After review with the City Attorney, staff has determined that businesses which operate as a primary use other than a special event facility can host special events on an occasional basis without being considered a special event facility. Staff updated the land use definition below to clarify this point. These updates are shown in **green**.

II. Summary of Zoning Ordinance Update

1. Use Title & Definition

Special Event Facility - An establishment and/or premises ~~which is reserved~~ **whose primary use is the reservation** by individuals or groups via appointment for limited engagement(s) to accommodate gatherings and functions, both private and public, including, but not limited to, banquets, weddings, anniversaries, receptions, conferences, markets, and other similar celebrations. ~~Such a use is authorized but is not required to include~~ **Such a use may or may not include:** 1) kitchen facilities for the preparation or catering of food; 2) the sale of alcoholic beverages for on-premises consumption, only during scheduled events and not open to the general public; and 3) outdoor gardens or reception facilities. **A special event facility does not include a business who occasionally hosts special events, but whose primary use is not as a special event facility as defined herein.**

2. Land Use Chart Update

	AG	SF-1	SF-2	SF-4	SF-5	MR-1	O	LR	GR	CS	HO	I	GUI	PR	PP
Special Event Facility									C	C	C				

CITY OF DRIPPING SPRINGS

ORDINANCE NO. [REDACTED].

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER 30: ZONING: EXHIBIT A: ZONING ORDINANCE AND APPENDIX E: ZONING USE REGULATIONS (CHARTS) FOR SPECIAL EVENT FACILITIES; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE & MEETING.

WHEREAS, the City desires to regulate the development of special event facilities as to location and use; and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, a city may establish zoning regulations for the purpose of promoting the public health, safety, morals, or general welfare; and

WHEREAS, the City has found the regulation of the location of special event facilities to be in the best interest of promoting comfortable enjoyment of residential neighborhoods; and

WHEREAS, the City seeks to amend the Zoning Ordinance as it relates to special event facilities as to the location of the facilities in the City; and

WHEREAS, the proposed zoning amendment has been reviewed by City staff, including the City’s Land Planner, with the consensus being that the proposed changes are consistent with best planning practices and consistent with the Comprehensive Plan; and

WHEREAS, after notice and hearing required by law, a public hearing was held before the Dripping Springs Planning and Zoning Commission on April 26, 2022 to consider the proposed amendment and the Planning and Zoning Commission recommended _____ of the proposed change; and

WHEREAS, after public hearing held by the City Council on May 3, 2022 the City Council voted to _____ the recommendation of the Planning and Zoning Commission; and

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

WHEREAS, the City Council finds that it is necessary and proper for the protection of the welfare, health, peace, temperance, and safety of the City of Dripping Springs to adopt an ordinance amending regulations of special event facilities.

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

1. FINDINGS OF FACT

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

2. ENACTMENT

Chapter 30, Exhibit “A” Zoning Ordinance and Appendix “E” Zoning Use Regulations of the Dripping Springs Code of Ordinances are hereby amended to read in accordance with *Attachment “A”* and which are attached hereto and incorporated into this Ordinance and the City Code for all intents and purposes. Additions to the Ordinance text are underlined and highlighted and deletions are struck-through.

3. REPEALER

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

4. SEVERABILITY

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

5. CODIFICATION

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

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

7. PROPER NOTICE & MEETING

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

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

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT “A”

CHAPTER 30: ZONING

EXHIBIT A: ZONING ORDINANCE

Section 1: General Provisions

* * *

1.6 Definitions

* * *

Special Event Facility - An establishment and/or premises whose primary use is the reservation by individuals or groups via appointment for limited engagement(s) to accommodate gatherings and functions, both private and public, including, but not limited to, banquets, weddings, anniversaries, receptions, conferences, markets, and other similar celebrations. Such a use is authorized but is not required to include: 1) kitchen facilities for the preparation or catering of food; 2) the sale of alcoholic beverages for on-premises consumption, only during scheduled events and not open to the general public; and 3) outdoor gardens or reception facilities. A special event facility does not include a business who occasionally hosts special events, but whose primary use is not as a special event facility as defined herein.

* * *

APPENDIX E. - ZONING USE REGULATIONS (CHARTS)

	Residential Uses						Nonresidential Uses								
PERSONAL AND BUSINESS SERVICES	AG	SF-1	SF-2	SF-4	SF-5	MF-1	O	LR	GR	CS	HO*	I	GUI	PR	PP
<u>Special Event Facilities</u>									<u>C</u>	<u>C</u>	<u>C</u>				



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

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: June 7, 2022

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

Agenda Item Requestor: Laura Mueller, City Attorney

Summary/Background: The City applied for Hays County park bond funds for the Skate Park project. Hays County has approved \$624,250 to be given to the Dripping Springs Community Foundation for the benefit of the Dripping Springs Skatepark, Inc. to use in construction of the Skate Park at Founders Memorial Park. The license agreement for construction of the Skate Park at Founders Memorial Park is on this agenda for extension as well. The parties to the agreement are Hays County, Dripping Springs Community Foundation (fiscal agent), Dripping Springs Skatepark, Inc. (Project Manager), and the City (property owner).

City Duties and Authority:

- Provide park land.
- Review and approve construction plans and contracts.
- Supervise construction.
- Maintain and operate Skate Park after completion.
- Acknowledge County contributions to the Skate Park
- Provide License Agreement to Hays County

Dripping Springs Community Foundation

- Hold and distribute funds for the Skate Park.
- Ensure that donated funds are spent prior to use of County funds.
- Track the spending of County funds.
- Assist Dripping Springs Skatepark as needed.
- Acknowledge County contributions to the Skate Park

Dripping Springs Skatepark, Inc.

- Contract for design and construction through process outlined in ILA including quotes and bond requirements.
- Manage Skatepark construction.
- Ensure that donated funds are spent prior to use of County funds.
- Acknowledge County contributions to the Skate Park

Hays County

- County pays Foundation \$624,250.
- Inspect receipts, invoices, and records.

**Commission
Recommendations:**

N/A (Parks Commission supports this project).

**Recommended
Council Actions:**

Recommend Approval.

Attachments:

ILA, Concept Plan, Staff Report. (License Agreement is separate item).

Next Steps/Schedule:

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DRIPPING SPRINGS,
TEXAS; HAYS COUNTY, TEXAS; DRIPPING SPRINGS SKATEPARK, INC., AND
THE DRIPPING SPRINGS COMMUNITY FOUNDATION FOR THE CONSTRUCTION
OF DRIPPING SPRINGS REGIONAL SKATE PARK, TO BE CONSTRUCTED AT
THE FOUNDERS MEMORIAL PARK, A PUBLIC PROPERTY OWNED BY THE CITY
OF DRIPPING SPRINGS, TEXAS**

This Agreement is made and entered into by Hays County, a political subdivision of the State of Texas (“County”), the City of Dripping Springs, Texas, a general law municipality (“City”) under the authority of Chapter 791, of the Texas Government Code, the Dripping Springs Community Foundation (“Foundation”), and the Dripping Springs Skatepark, Inc.

For and in consideration of the mutual agreements herein exchanged, County, City, and Foundation hereby contract as follows:

I. Purpose and Legal Authority.

- 1.1 The purpose of this Agreement is to provide for the design and construction of various improvements at the Dripping Springs Regional Skate Park (hereinafter “the Skate Park”) property at Founders Memorial Park, used for park/recreation purposes and owned by the City. The Property is located within the corporate limits of the City of Dripping Springs. Legal descriptions of the Property are attached hereto as Exhibit “C.” Improvements to the Project are described in Exhibit “A,” attached hereto and incorporated herein by reference and referred in this Agreement as “the Project.” The proposed location of the Project improvements is depicted on the Site Plan attached as Exhibit “B.”
- 1.2 The City and County, as units of local government, are authorized by §791.011 of the Texas Government Code to contract with each other to perform certain governmental

functions and services. As defined in §791.003 of the Texas Government Code, such governmental functions and services include parks and recreation.

- 1.3 The County’s obligations under this Agreement include, after the performance of certain conditions precedent as cited in Section VI of this Agreement, availability of sufficient funding for construction costs to complete the Skate Park improvements depicted in Exhibit “C.” By and through this Agreement, as more particularly specified elsewhere in the Agreement, the Skate Park will serve the recreational needs of the County. The County’s funding toward the Skate Park will enhance the Skate Park’s utility as a public park and recreation area for the use and enjoyment of County citizens.
- 1.4 All of the duties and obligations of the County and the City under this Agreement shall be performed from lawfully available current revenues.
- 1.5 This Agreement has been approved by the Hays County Commissioners Court and the Dripping Springs City Council as required by §791.011 of the Texas Government Code.

II. Term; Expenditure.

- 2.1 This Agreement is made for a term beginning on the 17th day of May 2022 (“Effective Date”) and shall remain in effect until the construction of improvements identified in Exhibit “C” has been completed. However, the obligations of the Parties may extend beyond the Effective Date where such extension is indicated within this Agreement.
- 2.2 The Dripping Springs Skatepark, Inc. (Skatepark), its Designated Subcontractor in partnership with the Dripping Springs Community Foundation as its fiscal agent, shall expend funding it has received from sources other than the County prior to

expending County funds. Within (30) days of final payment to the contractor(s) for construction costs, any monies provided under this agreement and not expended by the Dripping Springs Community Foundation and no longer needed for the purposes described herein shall be returned to the County.

III. Dripping Springs Skatepark, Inc. and Dripping Springs Community Foundation

Duties -- General

- 3.1 In consideration of County's obligations under this Agreement, the Dripping Springs Skatepark, Inc. and the Dripping Springs Community Foundation shall conduct its business under this Agreement as follows:
- a. For any County funds expended under this Agreement, the Dripping Springs Skatepark, Inc. and the Foundation, shall select a qualified designer and construction company and shall prepare construction contract(s) (whether one or more, the "Construction Contract"), and shall award contract(s) for construction and improvement of the Project. The Skatepark and the Foundation shall gather no less than three (3) quotes and choose the Lowest and Best vendor or contractor. "Lowest and best," for the purposes of this Section, shall mean a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale. Alternatively, The Dripping Springs Skatepark, Inc. and the Foundation may procure a contractor via a Purchasing Cooperative authorized to issue skate park services in the State of Texas. It is the intent of the parties to select a contractor with a knowledge of the site, experience with projects of

similar size and scope in the area, and with positive referrals from other cities in the Central Texas area.

- b. In any Construction Contract executed for improvement of the Project, the Skatepark and the Foundation shall require payment, performance, and maintenance bonds, insurance, and all other terms and conditions that the City normally includes in a construction contract and in accordance with all applicable federal and state laws and city ordinances and in accordance with the license agreement between the City and the Skatepark;
- c. In any Construction Contract executed for improvement of the Project, the Foundation in cooperation with the Dripping Springs Skatepark, Inc., or its Designated Subcontractor, shall require five percent (5%) retainage by the Foundation on each payment to the Contractor;
- d. In any Construction Contract executed for improvement of the Project, state that Contractor is an independent contractor of the Foundation and the Skatepark.

3.2 The Foundation, Dripping Springs Skatepark, Inc., and the City shall review and approve plans and contracts prior to execution. The Foundation, the Dripping Springs Skatepark, Inc. and the City, shall review the construction plans and cost estimates prior to construction. No construction shall begin until the construction plans and cost estimates are approved by the City, approval which shall not be unreasonably withheld. Construction shall be done to City Standards. All construction shall be in accordance with the City regulations and requirements.

3.3 Following the award of any Construction Contract, Foundation, the Dripping Springs Skatepark, Inc. and the City, will oversee execution of the contract documents and

provide a notice to proceed to the Contractor only after any and all contingencies contained in the contract documents have been met.

- 3.4 In consideration of the County's obligations under this Agreement, the Foundation, the Dripping Springs Skatepark, Inc., and the City shall acknowledge County contributions to the Skate Park by including reference to Hays County on public signage and public literature that promotes and/or serves the Skate Park.
- 3.5 City shall operate the Skate Park as a public facility for the use and benefit of Hays County residents, with reasonable limitations on the time, place, and manner of the public's use.
- 3.6 City shall be solely responsible for costs related to the operation and maintenance of the Skate Park. County shall not be responsible for any costs related to operation and maintenance of the Skate Park, unless specified by a separate legal instrument expressly approved by the Hays County Commissioners Court.

IV. Dripping Springs Community Foundation and Dripping Springs Skate Park LLC
Duties – Construction Phase of the Project.

- 4.1 The Dripping Springs Skatepark, Inc. and the Foundation, with assistance from its Designated Subcontractor, shall monitor any contractor's compliance with all terms and conditions of the Construction Contract. The Dripping Springs Skatepark, Inc. and the Foundation shall notify the contractor, in writing of any deficiencies or defaults.
- 4.2 The Dripping Springs Skatepark, Inc. and the City shall inspect the work done by any contractor to verify the delivery of materials and completion of work as represented in each payment draw and in accordance with the City's ordinances.

- 4.3 The Dripping Springs Skatepark, Inc. shall review and approve payment draw requests and supporting documentation from its Designated Subcontractor.
- 4.4 For all payment draws except the final payment draw submitted by a contractor, the Dripping Springs Skatepark, Inc. and the Foundation, with assistance from its Designated Subcontractor, shall promptly pay the Contractor directly after its approval of the payment draws, less a 5% retainage and less any other amounts authorized to be withheld under the construction agreement. For the final payment draw submitted by Contractor, the Dripping Springs Skatepark, Inc. and the Foundation shall make final payment to Contractor only after release of retainage is authorized by the Foundation and the Dripping Springs Skatepark, Inc.
- 4.5 If the Project changes substantially from that described in Exhibit “A,” the Dripping Springs Skatepark, Inc. shall contact the Hays County Office of General Counsel in writing. Substantial changes to the Project must be reviewed and approved by the County Commissioners Court. If changes are not approved, the Skatepark, Inc. and the Foundation shall:
- (1) proceed with original Project as described in Exhibit “A;” or
 - (2) refund to County the estimated funds allocated to the portion of the Project that has changed.
- 4.6 Within sixty (60) days after Effective Date, the Dripping Springs Skatepark, Inc., and the Foundation shall submit to the County all records of expenditures related to the Project incurred as of the Effective Date.

V. County’s Rights and Duties.

- 5.1 Subject to the conditions precedent cited in Article VI of this Agreement, County shall pay the Dripping Springs Community Foundation an amount not to exceed Six Hundred and Twenty-Four Thousand, Two Hundred and Fifty Dollars (\$624,250.00 USD), which are lawfully available current funds, for the construction of the Project, to be paid in lump sum within fifteen (15) business days of the Effective Date.
- 5.2 County shall, upon ten (10) days' written notice to the Foundation, have a right to inspect all receipts, invoices, proofs of purchase, and records of expenditures related to the Project. County's rights under this Section shall extend until ten (10) years after the termination date cited in Section 2.1, above. The County may utilize the records provided under this section to ensure any monies provided under this agreement have been expended by the City for the purposes described herein.

VI. Conditions Precedent.

- 6.1 This Agreement shall become effective and binding on the City and the County upon approval by the Hays County Commissioners Court and the Dripping Springs City Council. It shall become binding on the Dripping Springs Skatepark, Inc., and the Dripping Springs Community Foundation after approved by the Foundation.
- 6.2 **Public Dedication of Park Improvements.** As a condition precedent to the provision of funding under this Agreement, the City shall provide a copy of a valid License Agreement allowing the Skate Park to be placed in the Founders Memorial Park which has been dedicated as Park Property in perpetuity to the County which shows that the Property associated with the Project is burdened with a public dedication in perpetuity, or its equivalent, that runs with the land and grants a right of access to the

public, with reasonable limitations on the time, place, and manner of the public's use ("Public Dedication").

VII. Amendments.

- 7.1 This Agreement can be amended only by written approval of the Hays County Commissioners Court, the Dripping Springs City Council, the Dripping Springs Skatepark, Inc., and the Dripping Springs Community Foundation.

VIII. Authorization to Sign.

- 8.1 The Hays County Judge is authorized to sign this Agreement on behalf of Hays County, Texas. The City Administrator is authorized to sign this Agreement on behalf of the City of Dripping Springs, Texas. The Dripping Springs Community Foundation Board President is authorized to sign this Agreement on behalf of the Dripping Springs Community Foundation. The Board President of the Dripping Springs Skatepark, Inc.

IX. Representations.

- 9.1 City, County, the Skatepark, Inc. and the Foundation each make the following representations to each other as inducements to enter into this Agreement:
- a. That it has the legal authority to enter into this Agreement for the purposes stated herein and to perform the obligations it has undertaken hereunder;
 - b. That the meetings at which this Agreement and any amendments were approved were held in accordance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, if required;
 - c. That it has been represented by legal counsel and has had legal counsel available to it for consultation prior to entering into this Agreement.

X. Severability.

10.1 If any clause, sentence, paragraph, or article of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such determination shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion. To this extent, the provisions of this Agreement are declared to be severable.

XI. Entire Agreement.

11.1 This Agreement contains the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior understandings and agreements between the parties regarding the specific improvements contemplated in this Agreement. This Agreement may not be modified or amended except by written agreement duly executed by City and County and approved in the manner provided in Section VII above.

XII. Interpretation

12.1 The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, which is codified as Chapter 791 of the Texas Government Code. All terms and provisions hereof are to be construed and interpreted consistently with that Act. This Agreement shall not be more strictly construed against either City or County.

XIII. Applicable Law and Venue

13.1 This Agreement shall be construed in accordance with the laws of the State of Texas. All obligations hereunder are performable in Hays County, Texas, and venue for any action arising hereunder shall be in Hays County, Texas.

EXECUTED IN DUPLICATE ORIGINALS THIS _____ DAY OF _____

2022.

CITY OF DRIPPING SPRINGS, TEXAS

HAYS COUNTY, TEXAS

MICHELLE FISCHER
CITY ADMINISTRATOR

RUBEN BECERRA
HAYS COUNTY JUDGE

ATTEST:

ATTEST:

ANDREA CUNNINGHAM, TRMC
CITY SECRETARY

ELAINE CARDENAS, MBA, PhD
HAYS COUNTY CLERK

DRIPPING SPRINGS COMMUNITY FOUNDATION

Board President

ATTEST:

Board Secretary

DRIPPING SPRINGS SKATEPARK, INC.

Board President

ATTEST:

Board Secretary

Exhibit A
The Project

Exhibit B
Project Site Plan

Exhibit C
The Property (Legal Descriptions)

DRIPPING SPRINGS - NEW SKATEPARK

Regional Skatepark Context



Dripping Springs, TX

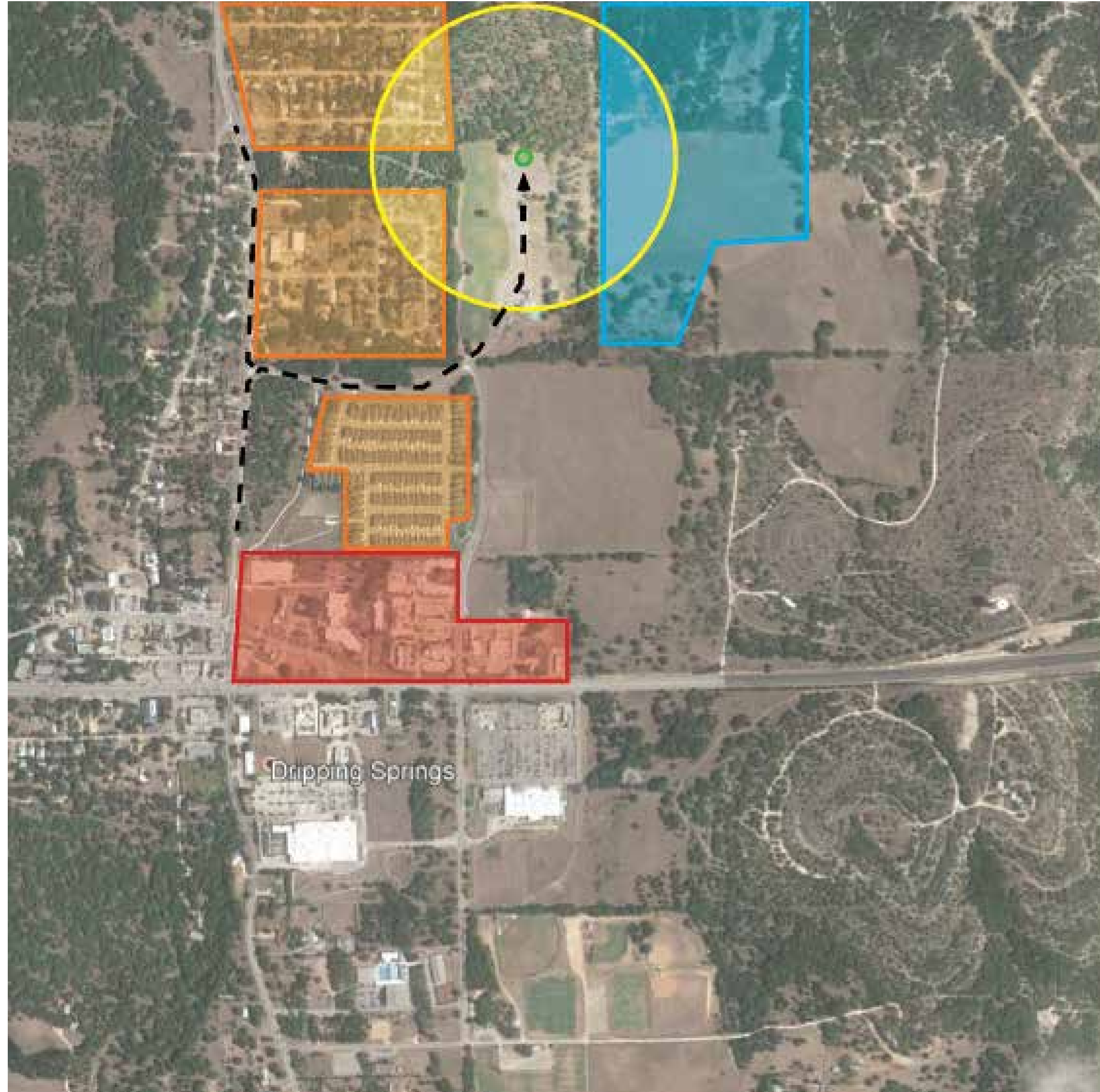
June 25, 2021

WWW.NEWLINESKATEPARKS.COM

DRIPPING SPRINGS - NEW SKATEPARK

Skatepark Site Analysis

COUNTY CONTEXT PLAN



- Residential
- New Development
- Commercial
- 1,000' radius
- Proposed Entrance
- Vehicle Access

- Proposed Skatepark
- City Pool
- Athletic Fields
- Perimeter Pathway
- Skatepark Parking
- Vehicle Access

OVERALL PARK CONTEXT PLAN



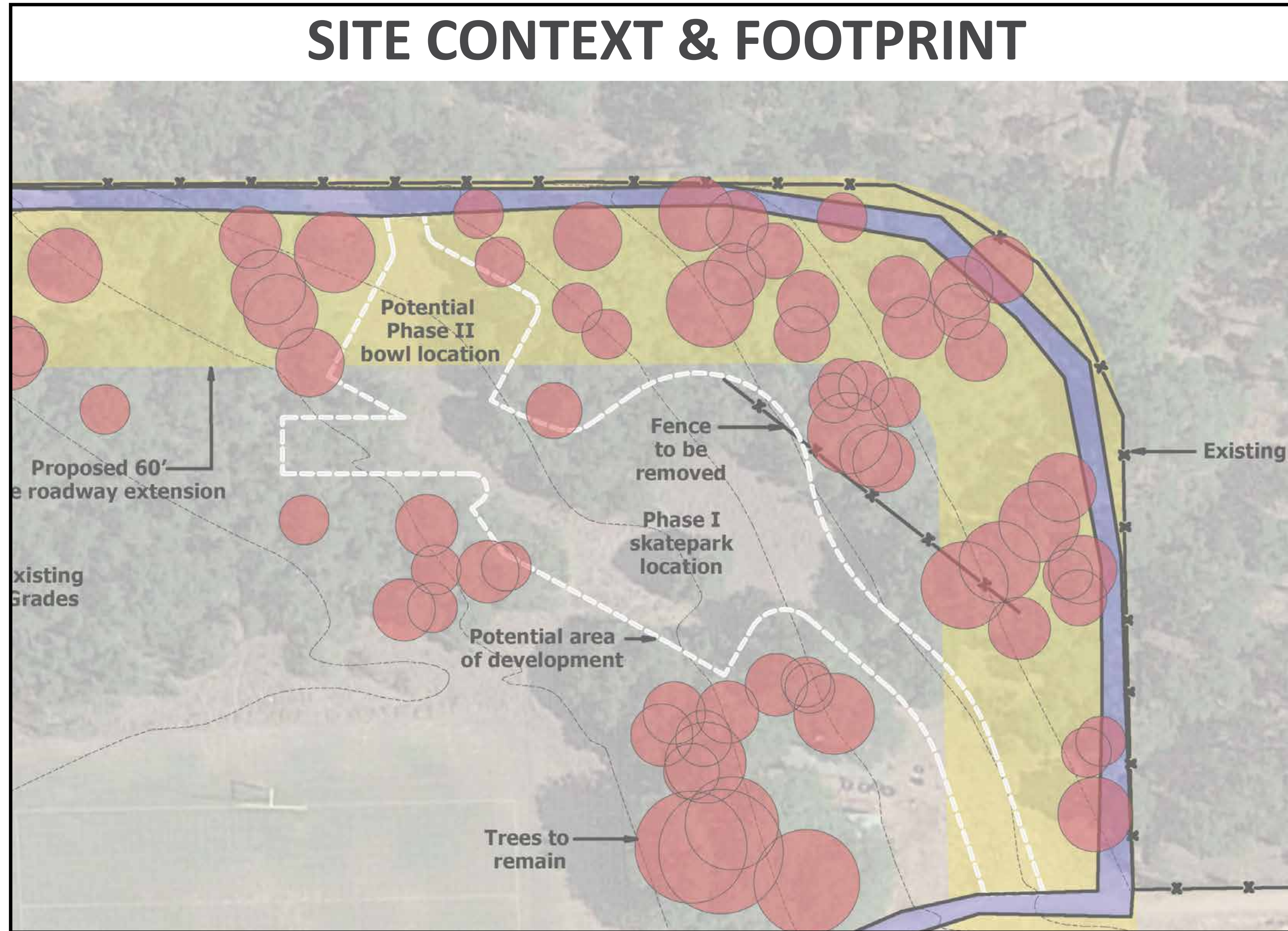
Dripping Springs, TX

June 25, 2021

WWW.NEWLINESKATEPARKS.COM

DRIPPING SPRINGS - NEW SKATEPARK

Skatepark Planning



GOALS: TREE PRESERVATION DEFINED ENTRANCE FLOW AND STREET PHASE 2 BOWL



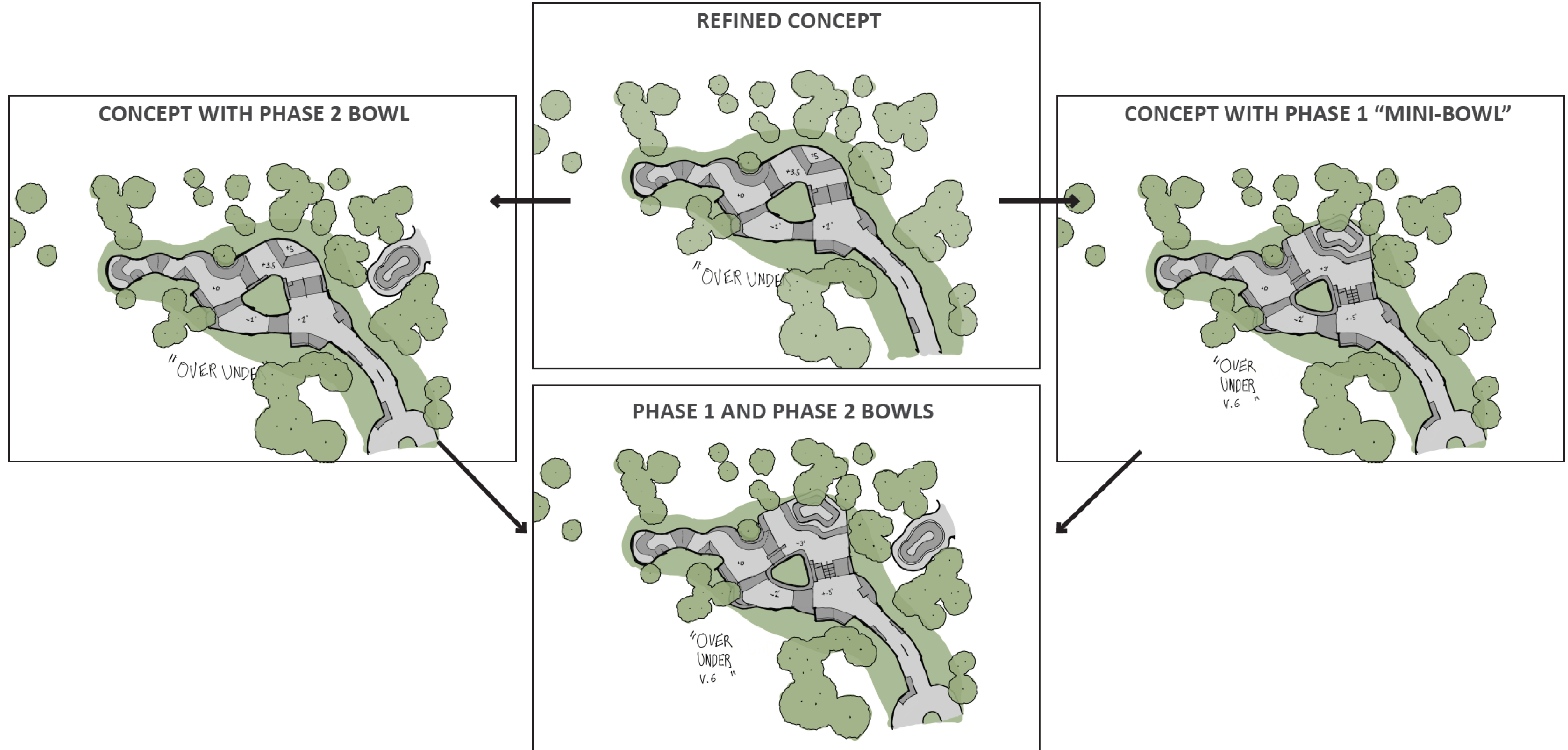
Dripping Springs, TX

June 25, 2021

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DRIPPING SPRINGS - NEW SKATEPARK

Schematic Concept Design Development



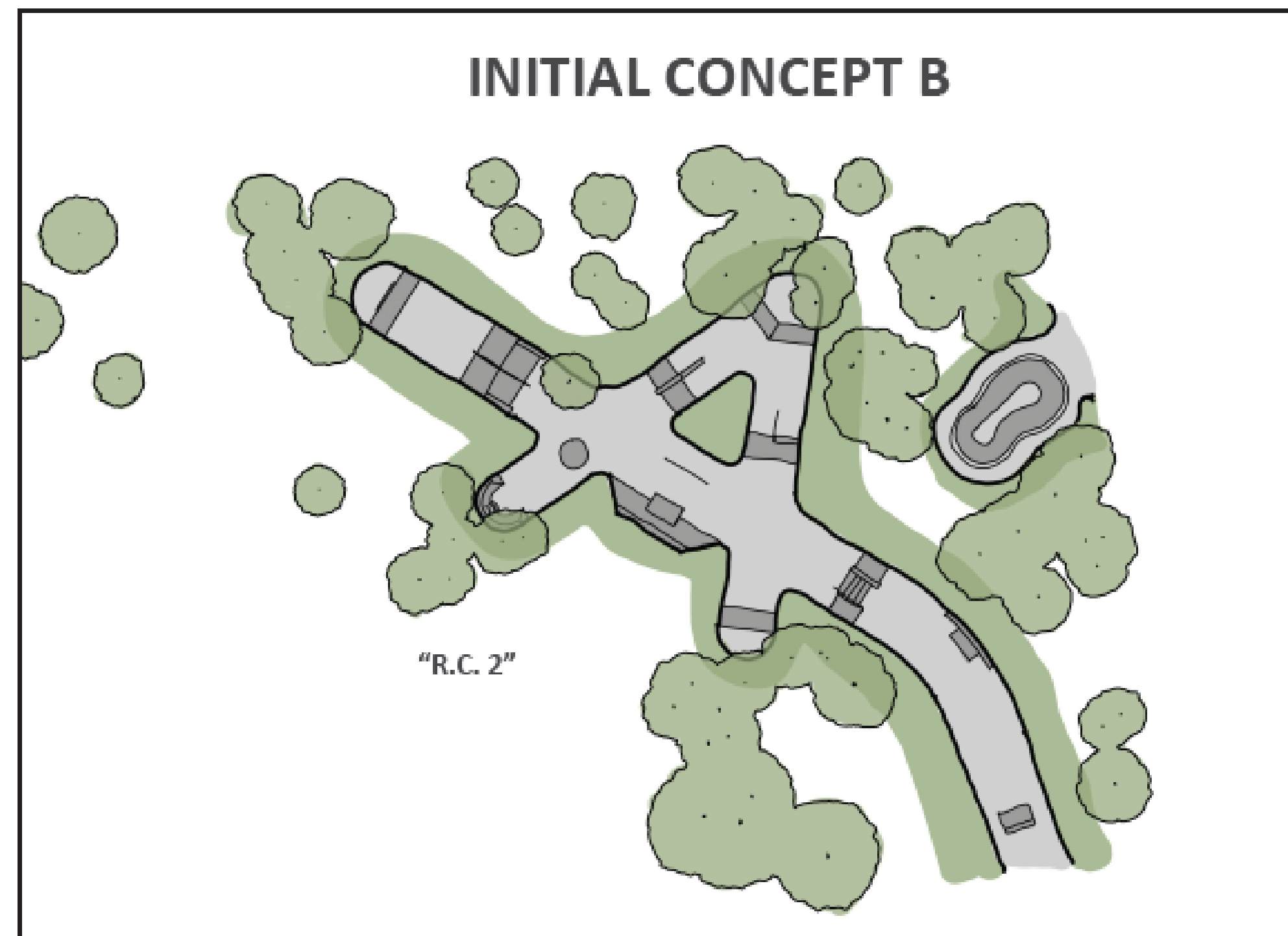
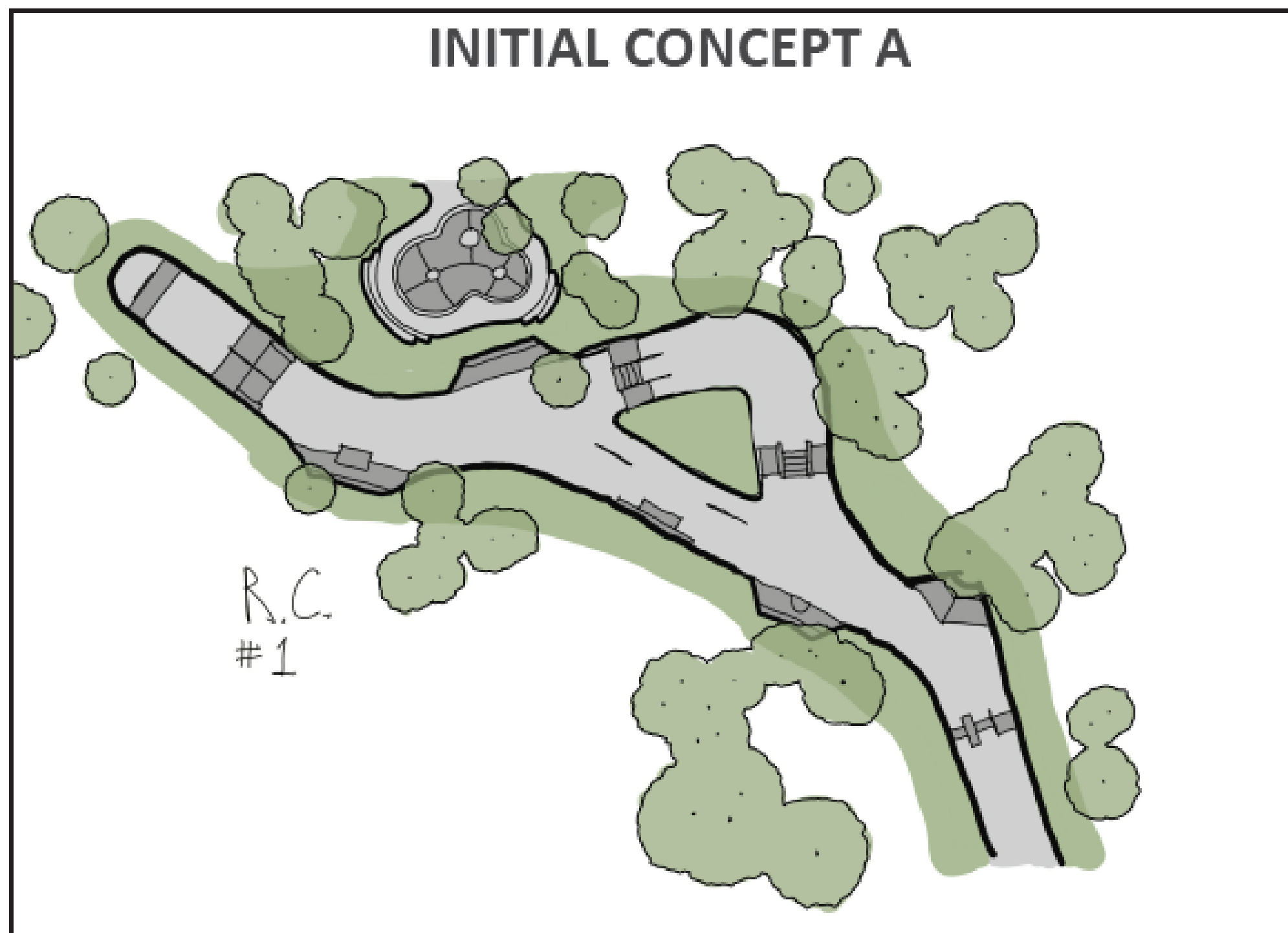
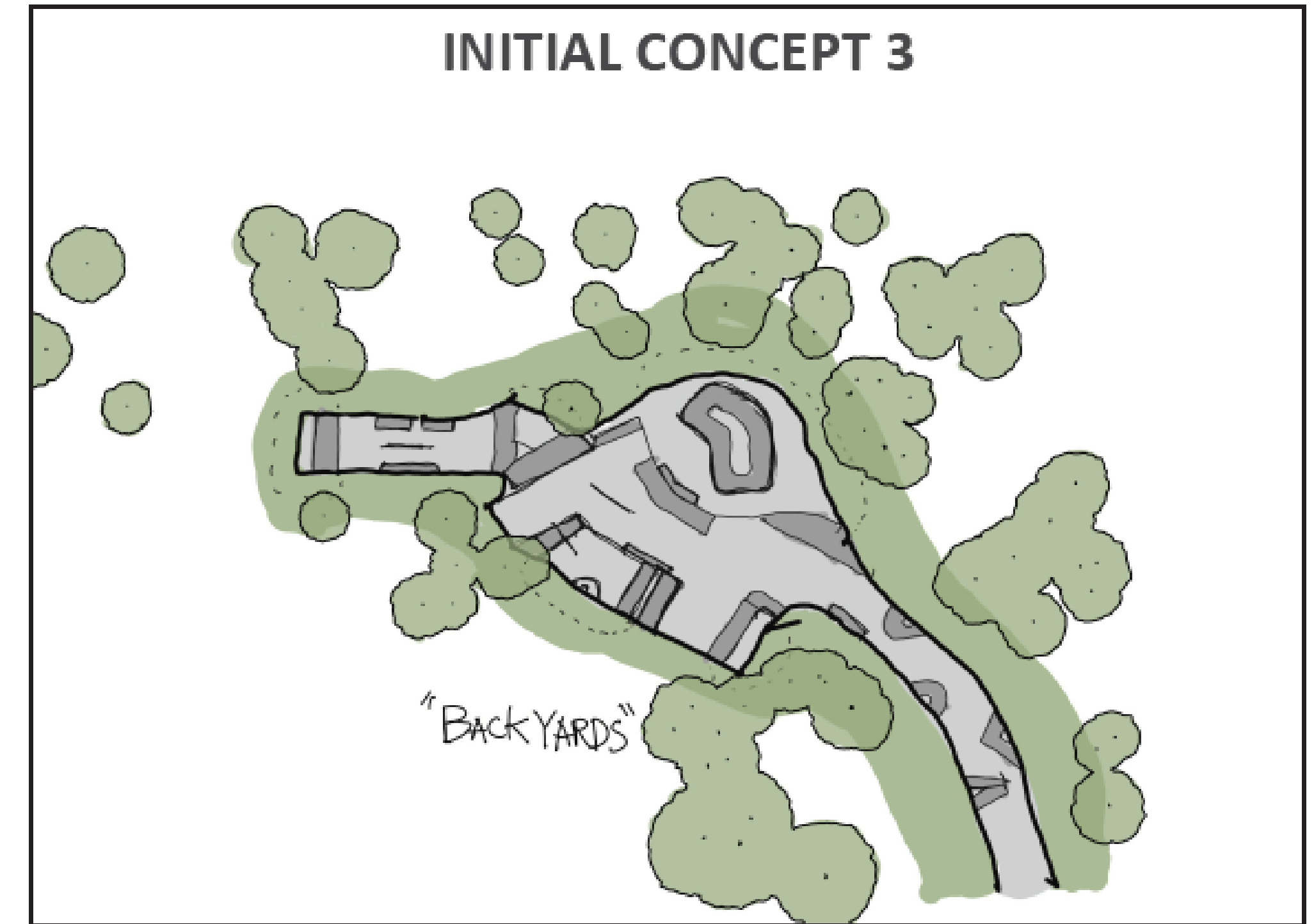
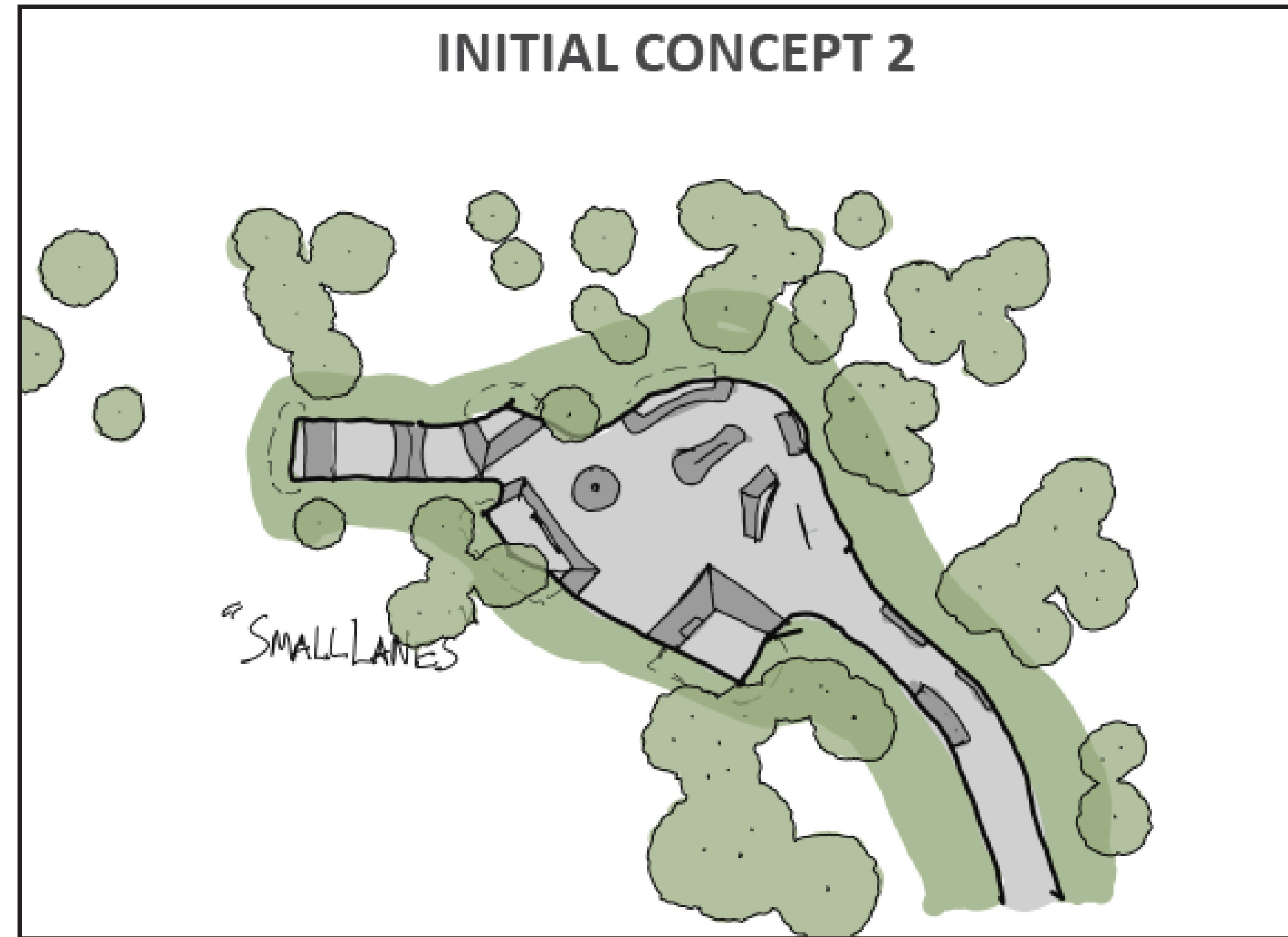
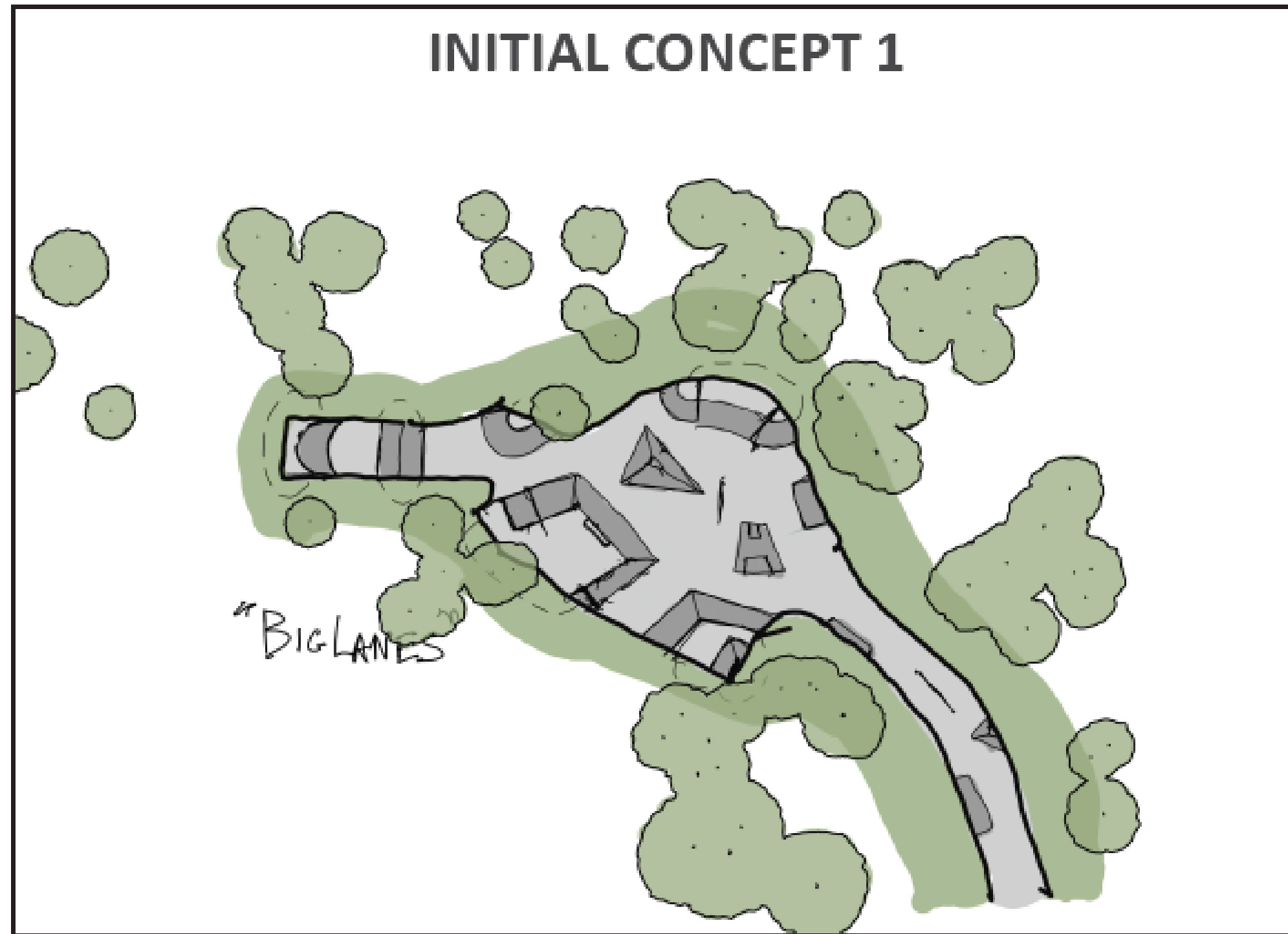
Dripping Springs, TX

June 25, 2021

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DRIPPING SPRINGS - NEW SKATEPARK

Schematic Concept Design Development



Dripping Springs, TX

June 25, 2021

WWW.NEWLINESKATEPARKS.COM

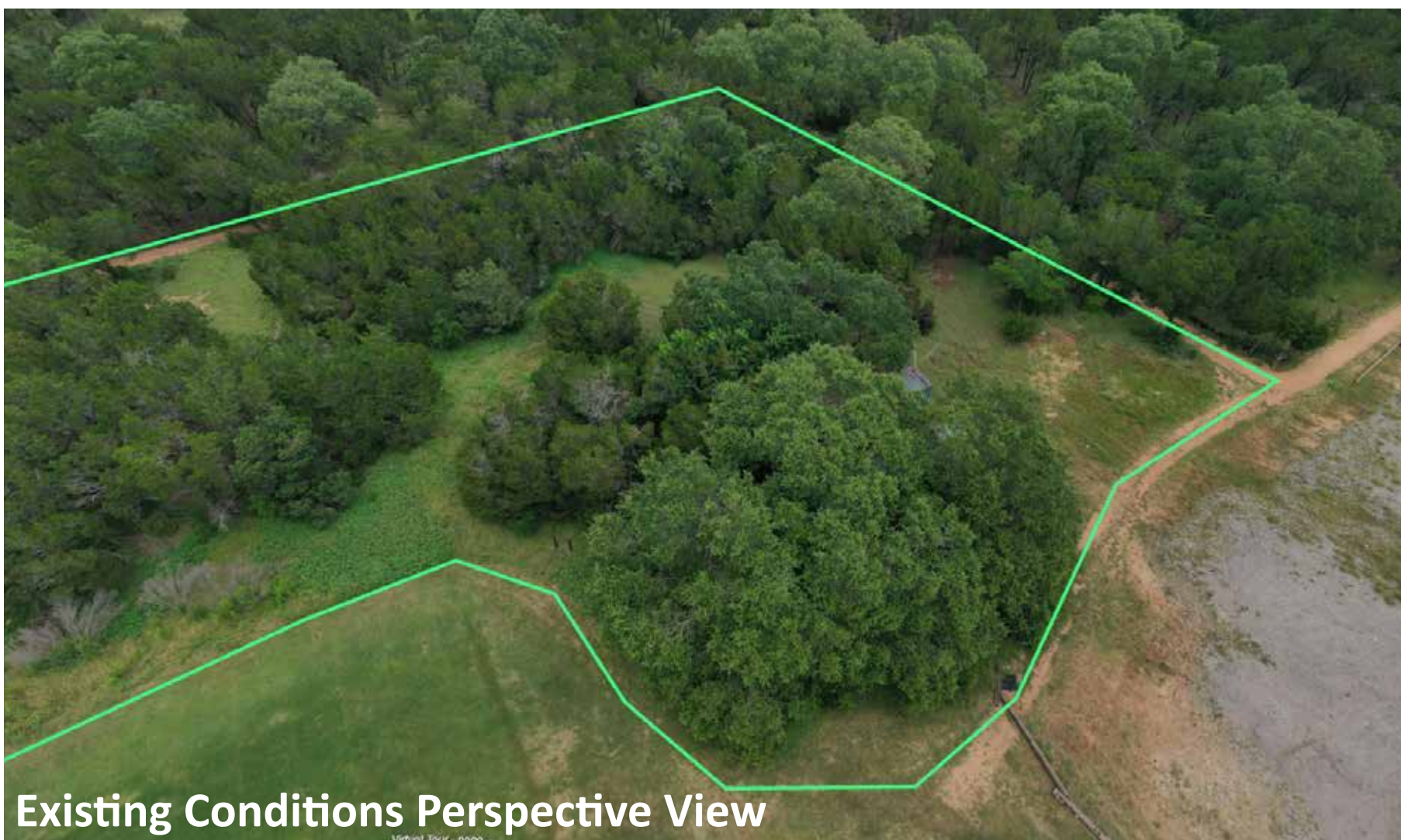
DRIPPING SPRINGS - NEW SKATEPARK

Schematic Concept Design Feature Plan

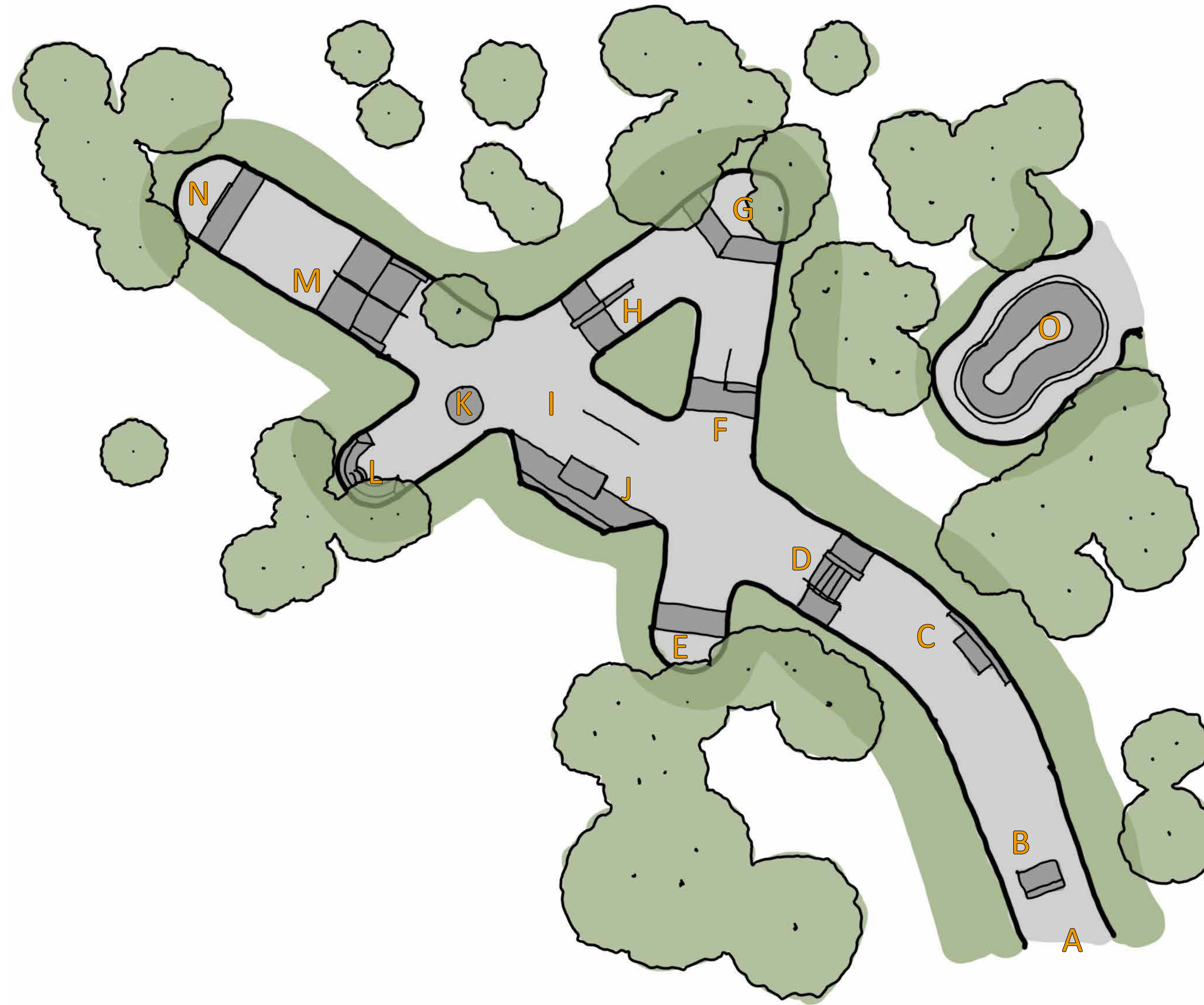
FEATURE LEGEND

- A** - Skatepark Entry
- B** - 3.5' Return Quarter Pipe
- C** - Manual Pad/Ledge Combo
- D** - 2.5' Bank with 5-stair, hubba, and handrail
- E** - 4' Bank
- F** - 1.5' bank with step up and bump to bar
- G** - 3' banked hip
- H** - 1.5' bank with flat/down hubba
- I** - 14" Flatbar
- J** - Bank with manual pad combo
- K** - Pump bump
- L** - Radial pocket quarter pipe with wedding cake
- M** - A-frame with handrail and hubbas
- N** - 4' Quarter pipe
- O** - Future Phase Pool

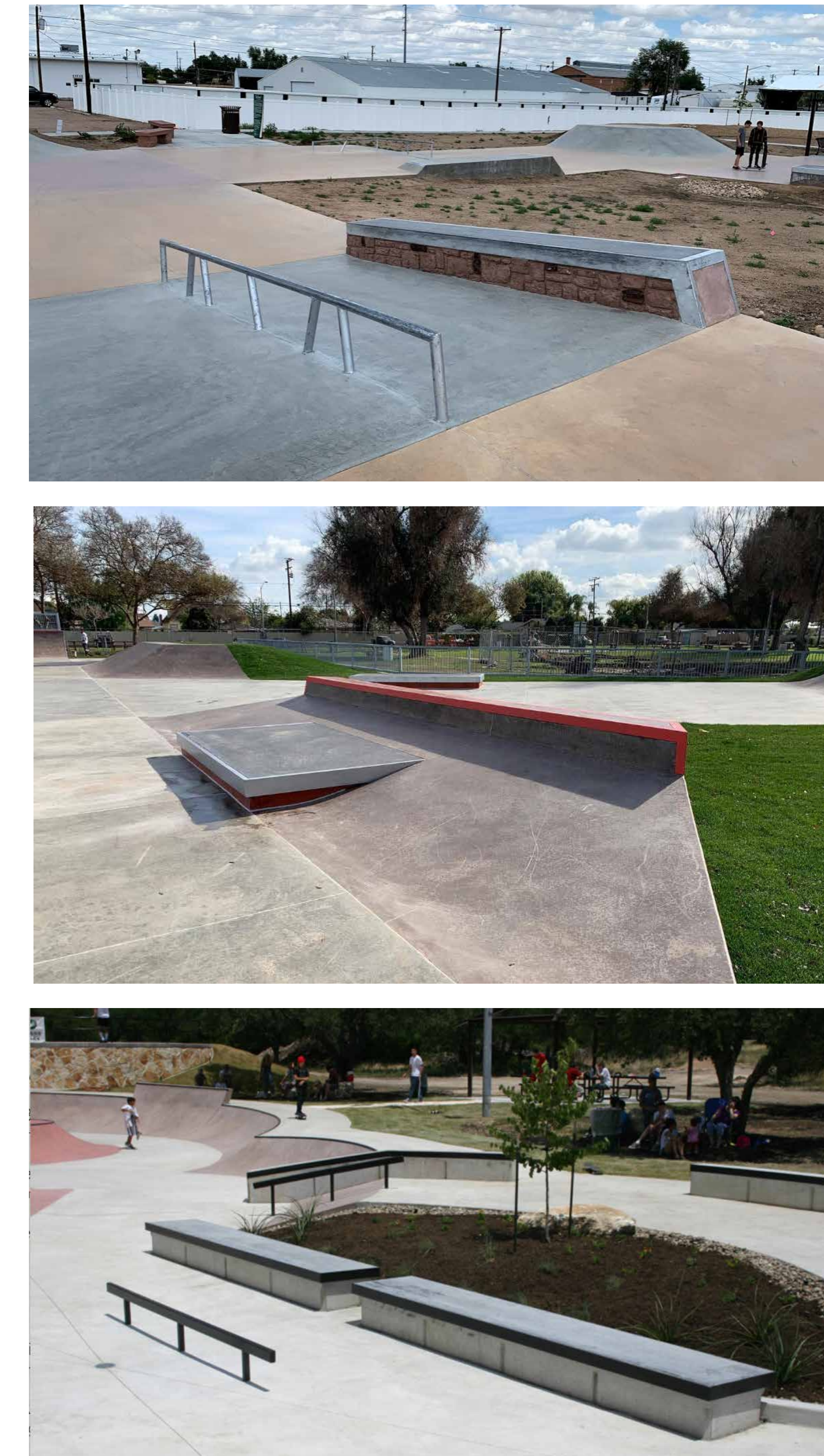
Skatepark **features are schematic** and will be modified based on **community input**. The current design is schematic to represent the intended **terrain style** within the project scope.



SCHEMATIC CONCEPT DESIGN PLAN



EXAMPLE TERRAIN PHOTOS



Dripping Springs, TX

June 25, 2021

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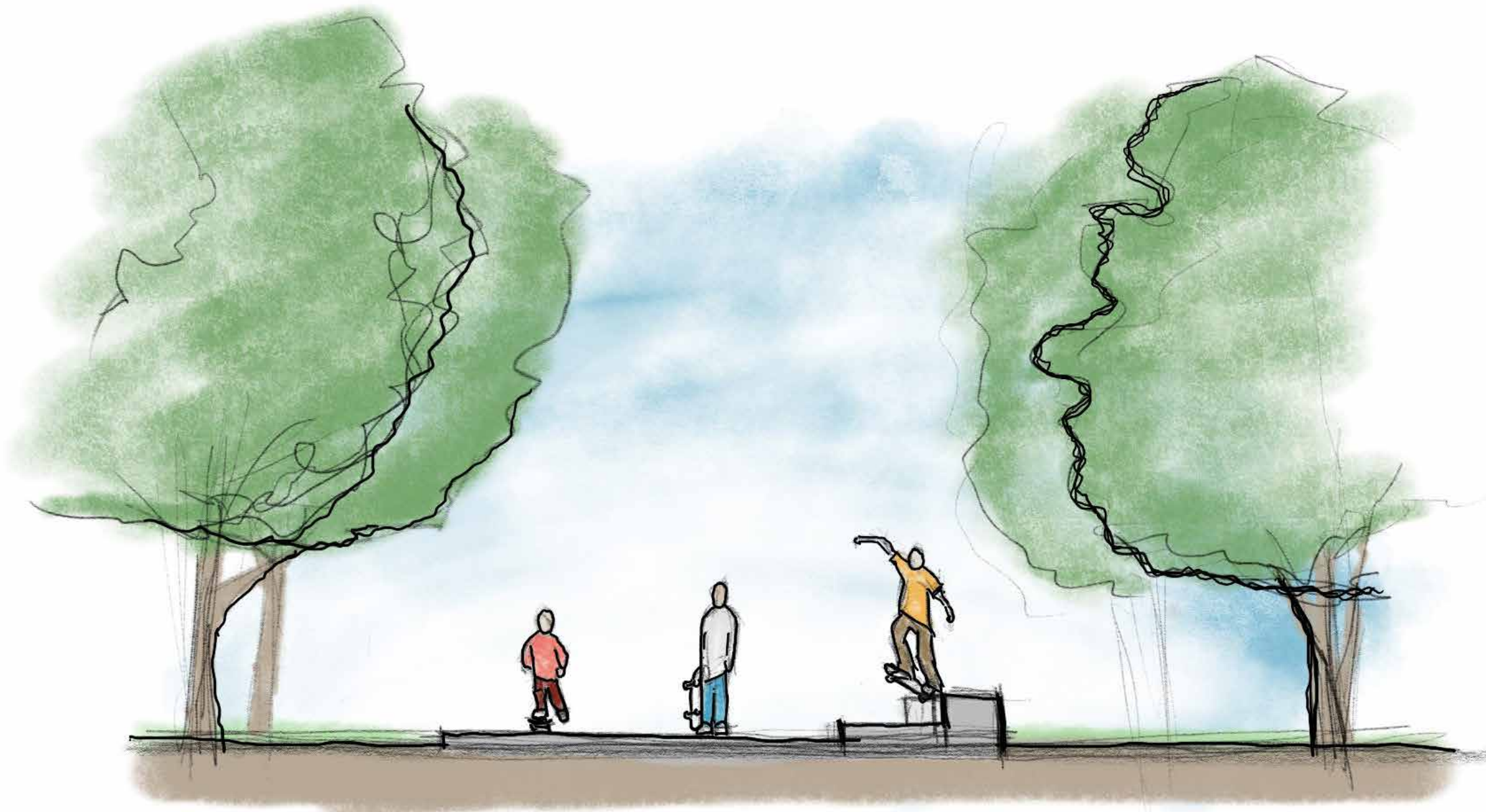
DRIPPING SPRINGS - NEW SKATEPARK

Schematic Concept Design Views

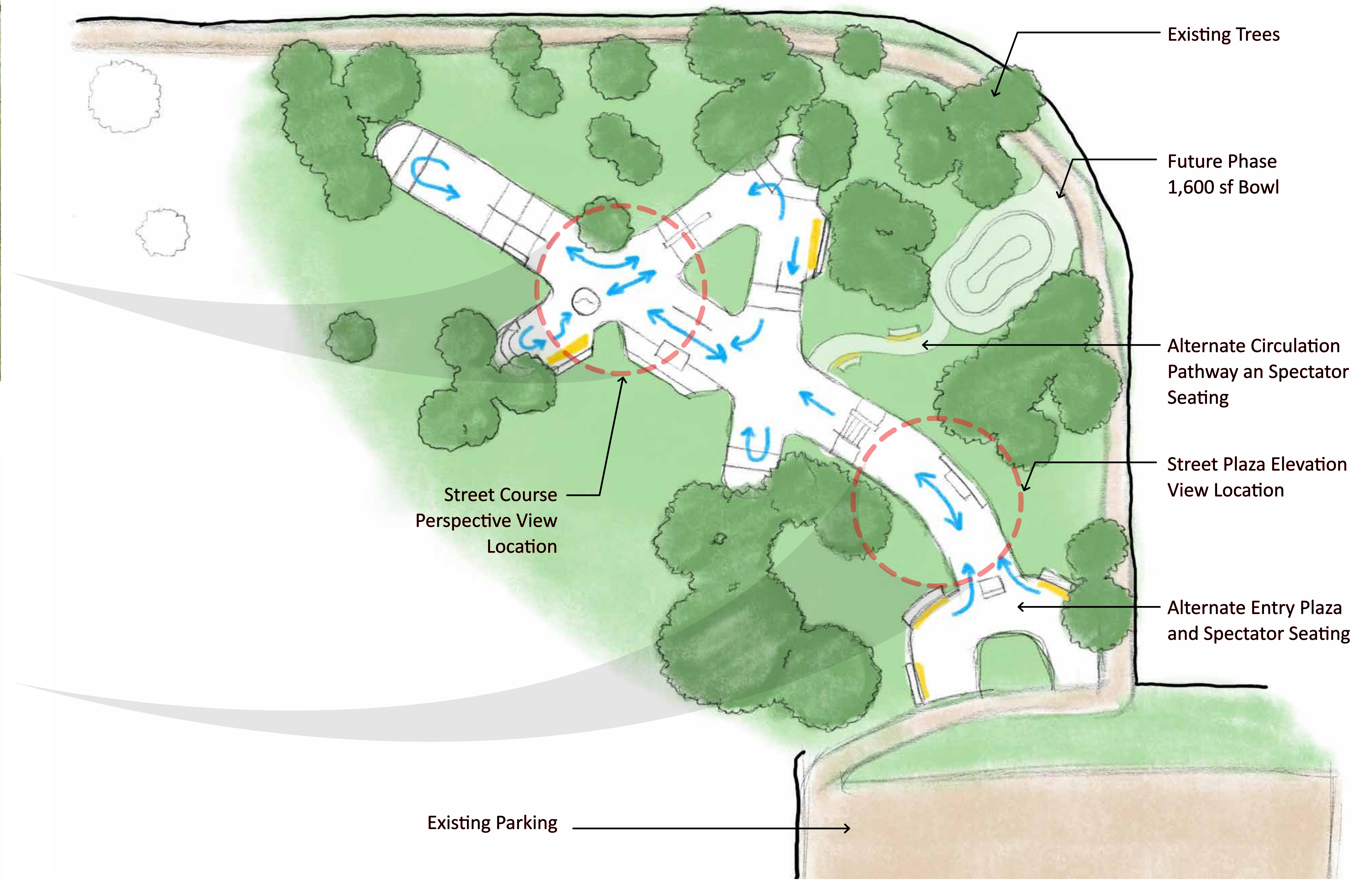
STREET COURSE PERSPECTIVE VIEW



SKATEPARK ELEVATION VIEW



SCHEMATIC CONCEPT DESIGN SITE CIRCULATION PLAN



Dripping Springs, TX

June 25, 2021

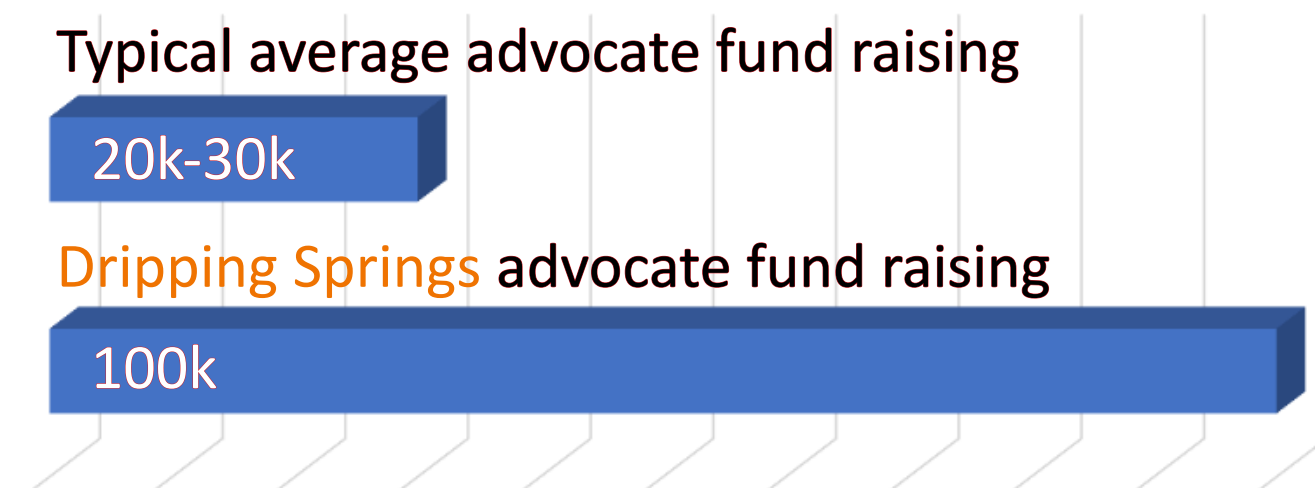
WWW.NEWLINEKATEPARKS.COM

DRIPPING SPRINGS - NEW SKATEPARK

Schematic Concept Design Cost Exhibit

FUNDING SOURCES

Advocate Fund raising	\$100,000
County Funding	\$550,000
Additional Funding Request	\$75,000
<i>(Inflation/Increased Material Costs - 14%)</i>	
Total Funding	\$725,000



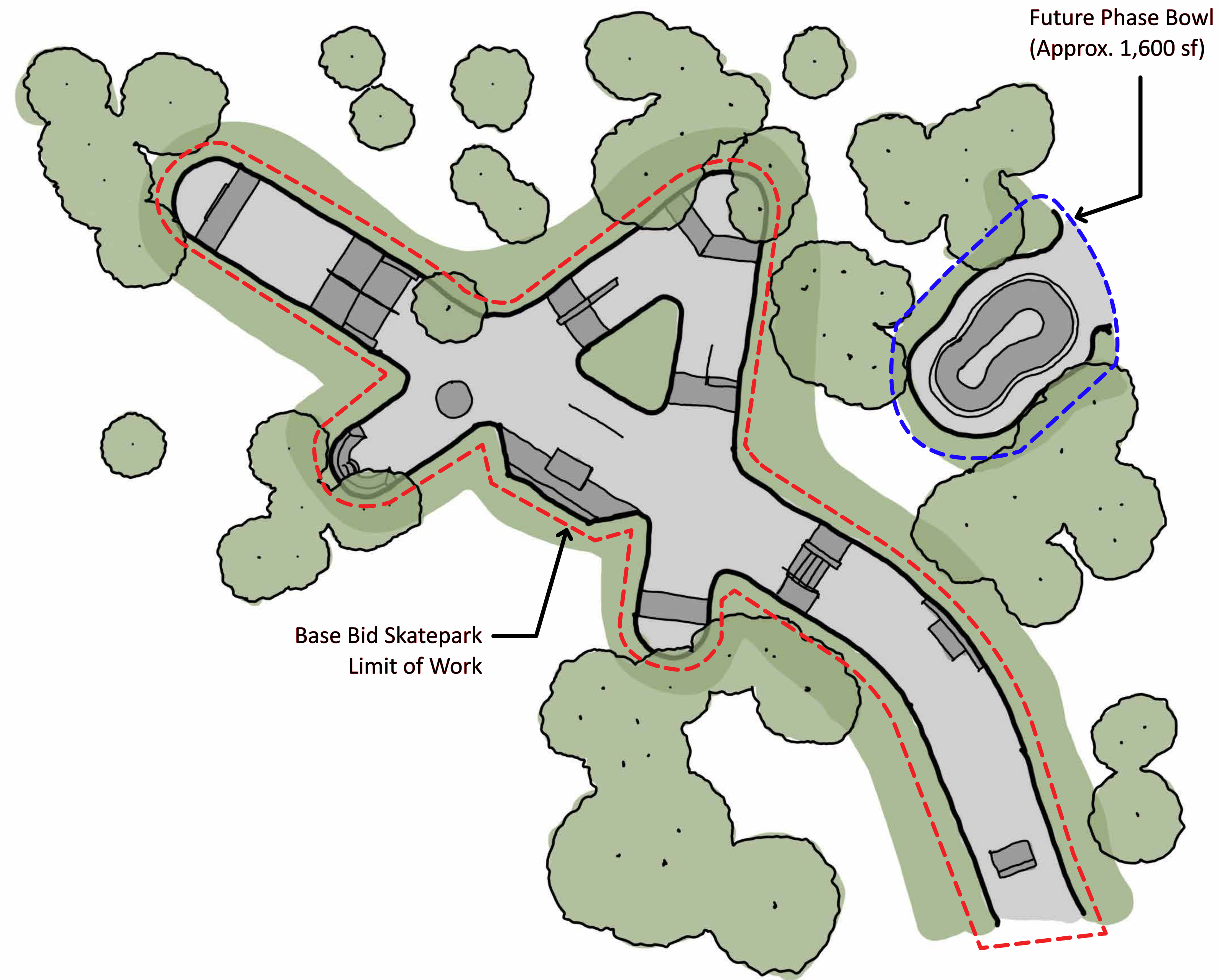
SKATEPARK COST BREAKDOWN

ITEM	ESTIMATED COST
Design Fee	\$65,000
General Conditions	\$110,000
Civil Works	\$140,000
Skatepark Elements (Approx. 10,000 sf)	\$300,000
Clearing and Grubbing	\$37,500
TOTAL	\$652,500
Contingency (10%)	\$72,500

BASE BID TOTAL	\$725,000
-----------------------	------------------

ALTERNATE ITEMS	ESTIMATED COST
Future Phase Bowl (Approx. 1,600 sf)	\$150,000
Alternate Skatepark Lighting	\$100,000
Additional Spectator Plaza/Seating	\$40,000
Signage	\$5,000
Trash/Recycling/Bike Rack	\$10,000
Connection Walkways	\$25,000
GRAND TOTAL	\$1,055,000

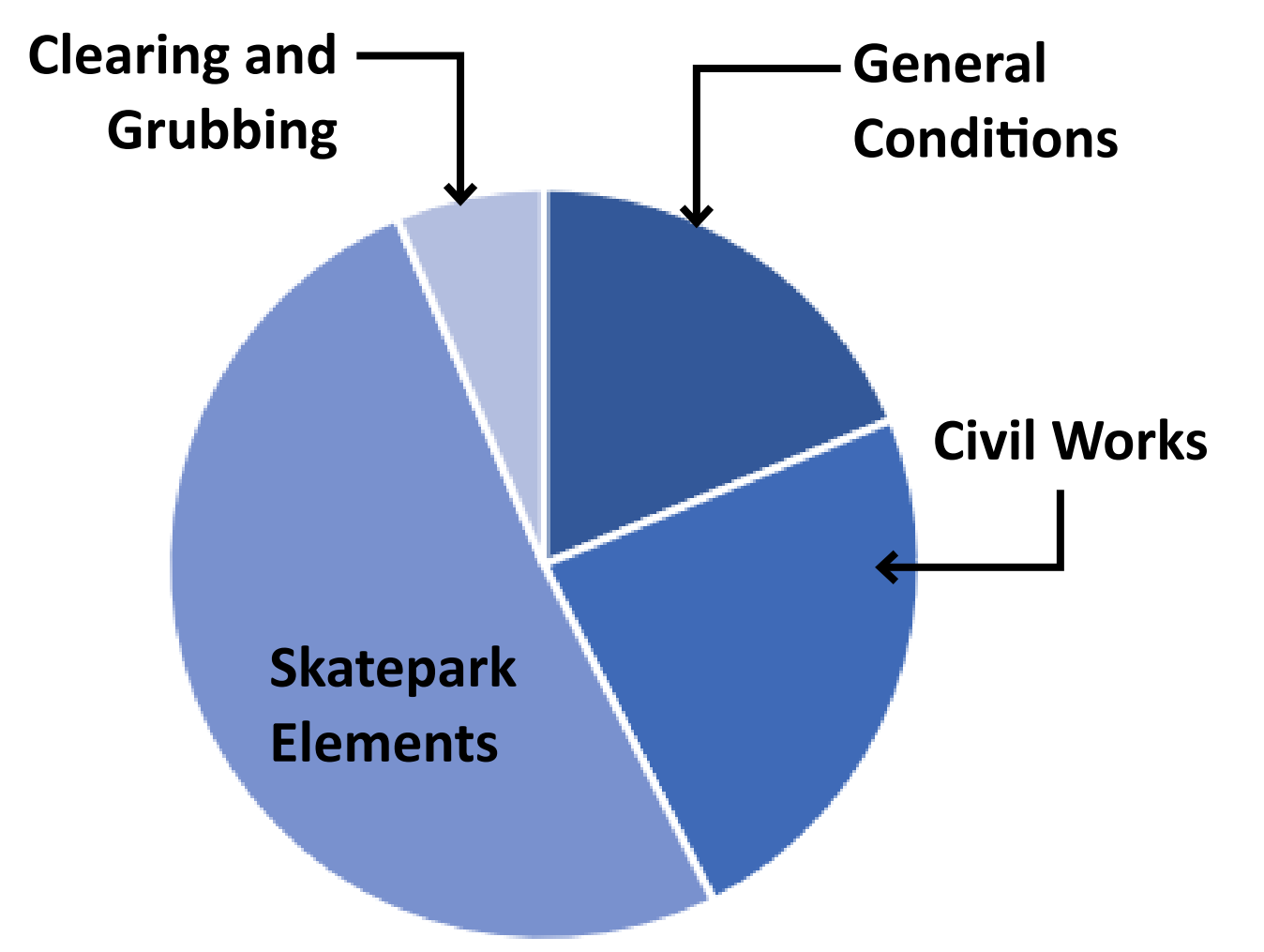
10,000 SF SCHEMATIC CONCEPT WITH ALTERNATE BOWL



KEY ASSUMPTIONS

This estimated cost of construction is based off of the following project assumptions:

- Suitable site soil conditions
- Assuming 1'-0" topsoil removal and replace
- Cedar clearing
- Contractor can stage material and equipment and on site
- Site amenities not included in base bid (park signage, benches, trash cans)
- Skatepark terrain consisting of street plaza terrain with a variety of features for different skill levels
- Skate Park lighting does not include electrical utility service cost
- Site Work and Remediation on any interior planters and exterior landscaping by others



Dripping Springs, TX

June 25, 2021

WWW.NEWLINESKATEPARKS.COM



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

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: June 7, 2022

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

Agenda Item Requestor: Laura Mueller, City Attorney

Summary/Background: The City entered into the License Agreement with the Skatepark in 2019 to allow construction of the Skate Park in Founders Memorial Park. This extension allows the project to be constructed onsite but requires that all funding of the construction of the Skate Park be completed within two years of execution of this extension. The Skate Park project is also receiving \$624,250 from Hays County through its parks bond project and in an Interlocal Agreement that is also on this agenda. As part of this license agreement, the City will be able to review the contracts and construction of the Skate Park, requires bonding, but also provides the benefit of not charging any fees to Dripping Springs Skatepark, Inc. including third-party fees.

Commission Recommendations: N/A (Parks Commission supports this project).

Recommended Council Actions: Recommend Approval.

Attachments: License Agreement, Staff Report.

Next Steps/Schedule:

LICENSE AGREEMENT

This License Agreement (this “License”) is made by and between the City of Dripping Springs, a Type A General Law city (“Licensor”), and Dripping Springs Skatepark, Inc., a Texas non-profit corporation (“Licensee”), effective as of the date set forth on the signature page hereto.

WHEREAS, that certain property more particularly described on Exhibit A attached hereto (the “Property”) is a public property owned and maintained by Licensor; and

WHEREAS, as a public service, for the benefit and improvement of the community, Licensee intends to design and construct a structure for skateboards and roller skates, which shall include landscaping in accordance with the City’s landscape ordinances; and

WHEREAS, subject to the terms and conditions of this agreement, the City hereby grants Licensee a revocable exclusive license to construct the Park on approximately 54,450 square feet of City owned land at Founders Memorial Park; and

WHEREAS, the Licensor finds that it is the best interest of the City and its residents to provide property for this Skate Park;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. License. Licensee shall have the right to enter upon the Licensed Property to construct, maintain, repair, and replace the Skate Park and for all purposes related thereto, in coordination with the Dripping Springs Skatepark, Inc. Licensed property is described in more detail in Exhibit “C”.
2. Consideration. In consideration for this License, Licensee agrees to construct the Skate Park in a good and workmanlike manner. Description of the Skate Park is in Exhibit “B”
3. Assignment. Licensee shall not assign this License to any third party without the express written consent of Licensor, such consent not to be unreasonably withheld. This License shall bind and inure to the benefit of the parties hereto, their respective heirs, successors and permitted assigns.
4. Licensee’s Duties.
 - (a) Construction Plans: The Licensee shall provide the construction plans and cost estimates to the City as Licensor for review prior to beginning construction. No construction shall begin until the construction plans and cost estimates are approved by the City as Licensor, approval which shall not be unreasonably withheld.
 - (b) Construction in Compliance with City Code: Construction shall be done to City Standards. Licensee shall replace any removed trees as required by City Code and at City direction. All construction shall be done in a safe and workmanlike manner and shall not interfere with the use of the City Park.

- (c) Signage: Temporary Sign will be allowed to state that the Skate Park is coming soon and may be up to thirty-two (32) square feet. The Licensee shall purchase and post both liability and skate rule sites to be approved by the City as Licensor. Name, directional, and sponsorship signs shall be allowed as approved by the City as Licensor. All signs to be reviewed for approval by City Administrator and Park and Community Services Director.
- (d) Construction Contract: Construction contract shall include Performance, Payment, and Maintenance Bonds. The Contract shall name the Licensor as an additional named insured. Construction contract shall have a maintenance bond for at least two years in the name of Licensee and Licensor.
- (e) Inspection. The Licensee shall open the Skate Park for inspection by the Licensor at any time. The Skate Park shall not open to the public without inspection and approval by the Licensor, which approval shall not be unreasonably withheld.

5. Licensor's Duties.

- (a) Licensor shall provide an adequate site for the Skate Park as outlined in Exhibit "B".
- (b) City as Licensor shall waive all review fees other than fees incurred due to third party consultants. The third-party consultant fees shall be paid by Licensee based on the actual cost of the consultant fees without administrative costs.
- (c) City as Licensor shall consider park rules related to skate parks in line with state law within one hundred and eighty (180) days of execution of this Agreement.
- (d) City as Licensor shall issue a Notice to Proceed within thirty (30) days of execution of this Agreement to allow without regard to approvals related to construction plans or cost estimates:
 - (i) Storage of materials and equipment in the North Parking Lot.
 - (ii) Site Clearing that does not include tree removal.
- (e) City as Licensor shall take over maintenance and ownership of the Skate Park once the two-year maintenance bond expires and any needed improvements or maintenance needed related to the maintenance bond is completed and approved by the Licensor.

6. Licensor's Rights. The Licensee's right to use the Licensed Property as provided in this Agreement is expressly subject and subordinate to the present and future right of the Licensor to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets, and related appurtenances on, beneath, or above the Licensed Property. The Licensor shall take reasonable measures to prevent damage to or removal of the Skate Park. Nothing in this Agreement shall be construed to limit in any way the power of the Licensor to improve the surface of the

Licensed Property, pursuant to official action by the Licensor’s governing body; provided, however, that the Licensor shall provide the Licensee with at least thirty (30) days prior written notice of any such contemplated action.

7. Contingency. This Agreement is contingent on the Licensee raising sufficient funding to build the Skate Park. The Agreement terminates if the funds for construction are not raised within twenty-four (24) months after execution of this Agreement. No construction other than that listed in Section 5(d) shall begin until the funds needed for construction as outlined in the approved cost estimates are raised and proof of said funds is provided to the Licensor.
8. Termination. The parties hereto agree that Licensee, its successors and permitted assigns shall continue to exercise the rights and privileges set forth in this License if Licensee maintains the Skate Park in good condition; provided, however, that prior to terminating this License for Licensee’s failure to so maintain the Skate Park, Licensor shall promptly and in writing notify Licensee, at the address set forth on the signature page hereof, of such failure to maintain the Skate Park, specifying the general nature thereof, and shall give Licensee thirty (30) days to cure such failure; provided further that if during such thirty (30) day period Licensee either (a) cures such failure or (b) commences and diligently pursues curing such failure, then this License shall continue in full force and effect as if such failure never occurred.
9. Indemnity. Licensee shall hold harmless, defend, and indemnify Licensor against any suits, liabilities, claims, demands or damages, including without limitation personal injuries and attorneys’ fees, arising from Licensee’s exercise of the License.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this License Agreement effective as of the ____ day of _____, 2022.

LICENSOR

City of Dripping Springs

By: _____
Name: Bill Foulds, Jr.
Title: Mayor

LICENSEE

Dripping Springs Community Foundation

By: _____
Name: _____
Title: _____

EXHIBIT A

Description of the Founders Memorial Park Property

[see attached]

EXHIBIT B

Description of the Skate Park

[see attached]

EXHIBIT C

Description of Licensed Property

[see attached]

LICENSE AGREEMENT

This License Agreement (this “License”) is made by and between the City of Dripping Springs, a Type A General Law city (“Licensor”), and Dripping Springs Skate, Inc a Texas non-profit corporation (“Licensee”), effective as of the date set forth on the signature page hereto.

WHEREAS, that certain property more particularly described on Exhibit A attached hereto (the “Property”) is a public property owned and maintained by Licensor; and

WHEREAS, as a public service, for the benefit and improvement of the community, Licensee intends to design and construct a structure for skateboards and roller skates, which shall include landscaping in accordance with the City’s landscape ordinances; and

WHEREAS, subject to the terms and conditions of this agreement, the City hereby grants Licensee a revocable exclusive license to construct the Park on approximately 54,450 square feet (1.25 acre) of City owned land at Founders Memorial Park; and

WHEREAS, the Licensor finds that it is the best interest of the City and its residents to provide property for this Skate Park.;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. License. Licensee shall have the right to enter upon the Licensed Property to construct, maintain, repair and replace the Skate Park and for all purposes related thereto. Licensed property is described in more detail in Exhibit “C”.
2. Consideration. In consideration for this License, Licensee agrees to construct the Skate Park in a good and workmanlike manner. Description of the Skate Park is in Exhibit “B”
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Licensed Property, pursuant to official action by the Licensor's governing body; provided, however, that the Licensor shall provide the Licensee with at least thirty (30) days prior written notice of any such contemplated action.

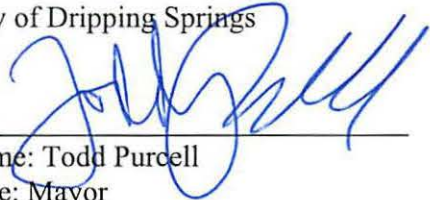
7. Contingency. This Agreement is contingent on the Licensee raising sufficient funding to build the Skate Park. The Agreement terminates if the funds for construction are not raised within thirty-six (36) months after execution of this Agreement. No construction other than that listed in Section 5(d) shall begin until the funds needed for construction as outlined in the approved cost estimates are raised and proof of said funds is provided to the Licensor.
8. Termination. The parties hereto agree that Licensee, its successors and permitted assigns shall continue to exercise the rights and privileges set forth in this License if Licensee maintains the Skate Park in good condition; provided, however, that prior to terminating this License for Licensee's failure to so maintain the Skate Park, Licensor shall promptly and in writing notify Licensee, at the address set forth on the signature page hereof, of such failure to maintain the Skate Park, specifying the general nature thereof, and shall give Licensee thirty (30) days to cure such failure; provided further that if during such thirty (30) day period Licensee either (a) cures such failure or (b) commences and diligently pursues curing such failure, then this License shall continue in full force and effect as if such failure never occurred.
9. Indemnity. Licensee shall hold harmless, defend and indemnify Licensor against any suits, liabilities, claims, demands or damages, including without limitation personal injuries and attorneys' fees, arising from Licensee's exercise of the License.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this License Agreement effective as of the 15 day of April, 2018. **2019**

LICENSOR

City of Dripping Springs

By: 
Name: Todd Purcell
Title: Mayor



ATTEST:


Andrea Cunningham, City Secretary

LICENSEE

By: _____
Name: Dennis Baldwin
Title: President

By: _____
Name: Eric Henline
Title: Secretary

By: _____
Name: Jonathan Lozano
Title: Treasurer

IN WITNESS WHEREOF, the undersigned have executed this License Agreement effective as of the 15 day of April, 2018. **2019**



LICENSOR

City of Dripping Springs

By: [Signature]
Name: Todd Purcell
Title: Mayor

ATTEST:

[Signature]
Andrea Cunningham, City Secretary

LICENSEE

By: [Signature]
Name: Dennis Baldwin
Title: President

By: [Signature]
Name: Eric Henline
Title: Secretary

By: [Signature]
Name: Jonathan Lozano
Title: Treasurer

EXHIBIT A

Description of the Founders Memorial Park Property



EXHIBIT B

Description of the Skate Park



EXHIBIT C

Description of Licensed Property





Office of the Secretary of State

CERTIFICATE OF FILING OF

Drippings Springs Skatepark, Inc.
File Number: 803255164

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 03/05/2019

Effective: 03/05/2019



A handwritten signature in black ink, appearing to read "David Whitley".

David Whitley
Secretary of State



Office of the Secretary of State

March 06, 2019

Attn: Avera Law Firm, PLLC
Avera Law Firm, PLLC
225 B Windy Hills Road
Dripping Springs, TX 78620 USA

RE: Drippings Springs Skatepark, Inc.
File Number: 803255164

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created nonprofit corporation.

Nonprofit corporations do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <http://window.state.tx.us/taxinfo/franchise/index.html>. For information on state tax exemption, including applications and publications, visit the Comptroller's Exempt Organizations web site at <http://window.state.tx.us/taxinfo/exempt/index.html>. Information on exemption from federal taxes is available from the Internal Revenue Service web site at www.irs.gov.

Nonprofit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in the involuntary termination of the corporation. Additionally, a nonprofit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its certificate of formation. If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555
Enclosure



Office of the Secretary of State

March 06, 2010

Ann Avera Law Firm PLLC
Avera Law Firm PLLC
222 B Windy Hills Road
Dripping Springs, TX 78620 USA

RE: Dripping Springs Statebank, Inc.
File Number 80322764

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created nonprofit corporation.

Nonprofit corporations do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. Information about franchise tax and contact information for the Comptroller's office is available on their web site at <http://www.window.state.tx.us/franchise/index.html>. For information on state tax exemption, including applications and publications, visit the Comptroller's Exempt Organizations web site at <http://www.window.state.tx.us/info/exempt/index.html>. Information on exemption from federal taxes is available from the Internal Revenue Service web site at www.irs.gov.

Nonprofit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a report to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in the involuntary termination of the corporation. Additionally, a nonprofit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its certificate of formation. If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 403-2222
Enclosure

Form 202

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$25



**Certificate of Formation
Nonprofit Corporation**

**Filed in the Office of the
Secretary of State of Texas
Filing #: 803255164 03/05/2019
Document #: 872256230002
Image Generated Electronically
for Web Filing**

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

Drippings Springs Skatepark, Inc.

Article 2 – Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

Registered Agents Inc.

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:

**700 Lavaca St.
STE 1401 Austin TX 78701**

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Dennis Baldwin**

Title: **Director**

Address: **500 Shadywood Dripping Springs TX, USA 78620**

Director 2: **Jonathan Lozano**

Title: **Director**

Address: **6500 Champion Grandview Way Apt 26202 Austin TX, USA 78750**

Director 3: **Eric Henline**

Title: **Director**

Address: **28511 Ranch Road 12 Dripping Springs TX, USA 78620**

Article 4 - Organization Structure

A. The corporation will have members.

or

B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

Any purpose as authorized by the BOC and the IRS code Section 501(c)3 including but not limited to the following: "promote healthy activity for the youth of Dripping Springs through development of Skate Park and educate community"

members regarding the importance of Skate Parks and raising funds to achieve these ends"

Supplemental Provisions / Information

On its termination its assets will be distributed in a manner described in section 22.304 of the BOC

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer are set forth below.

Robert Avera 310 US 290 West, Suite C Dripping Springs TX 78620

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Robert Avera

Signature of organizer.

FILING OFFICE COPY

**BYLAWS OF
DRIPPING SPRINGS SKATEPARK, INC.**

ARTICLE I - OFFICES

1. REGISTERED OFFICE AND AGENT

The registered office and registered agent of the Corporation shall be as set forth in the Corporation's Certificate of Formation. The registered office or the registered agent may be changed by resolution of the Board of Directors, upon making the appropriate filing with the Secretary of State.

2. PRINCIPAL OFFICE

The principal office of the Corporation shall be at PO Box 1091, Dripping Springs, Texas 78620, provided that the Board of Directors shall have the power to change the location of the principal office.

3. OTHER OFFICES

The Corporation may also have other offices at such places, within or without the State of Texas, as the Board of Directors may designate, or as the business of the Corporation may require or as may be desirable.

ARTICLE II – MEMBERS

1. CLASSES OF MEMBERS

The Corporation shall have one class of members. Members must meet the following qualifications for membership: applying for membership in the Corporation by meeting such qualifications, completing such forms, and paying such membership fee or fees as shall from time to time be designated by the Board of Directors.

2. ELECTION OF MEMBERS

Members shall be elected by the Board of Directors. An affirmative vote of a fifty-one percent (51.00%) of the Board of Directors shall be required for election.

3. TERMINATION OF MEMBERSHIP

The Board of Directors, by affirmative vote of fifty-one percent (51.00%) of the Board of Directors, may suspend or expel a member for cause after an appropriate hearing.

4. RESIGNATION

Any member may resign by filing a written resignation with the Secretary.

5. REINSTATEMENT

Upon written request signed by a former member and filed with the Secretary, the Board of Directors may, by the affirmative vote of fifty-one percent (51.00%) of the Board of Directors, reinstate such former member to membership upon such terms as the Board of Directors may deem appropriate.

6. TRANSFER OF MEMBERSHIP

Membership in this Corporation is not transferable or assignable.

7. PLACE OF MEETING

The Board of Directors may designate any place, either within or without the State of Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Corporation in the State of Texas, but if all of the members shall meet at any time and place either within or without the State of Texas and consent to the holding of a meeting, such meeting shall be valid without call or notice, and any corporate action may be taken at such meeting.

8. ANNUAL MEETING

The annual meeting of members shall be held on the date and time set by the Board of Directors.

Failure to hold the annual meeting at the designated time shall not work a dissolution of the Corporation. In the event the Board of Directors fails to call the annual meeting at the designated time, any member may make demand that such meeting be held within a reasonable time, such demand to be made in writing by registered mail directed to any officer of the Corporation. If the annual meeting of members is not called within sixty (60) days following such demand, any member may compel the holding of such annual meeting by legal action directed against the Board of Directors, and all of the extraordinary writs of common law and of courts of equity shall be available to such member to compel the holding of such annual meeting.

9. NOTICE OF MEMBERS' MEETING

Written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally, by facsimile transmission, or by mail, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the member at the member's address as it appears on the records of the Corporation, with postage thereon paid. If transmitted by facsimile, notice is deemed to be given on successful transmission of the facsimile.

10. SPECIAL MEMBERS' MEETINGS

Special meetings of the members may be called by the President, the Board of Directors, by members having not less than one-tenth of the votes entitled to be cast at such meeting.

Only business within the purpose or purposes described in the notice or executed waiver of notice may be conducted at a special meeting of the members.

Any person or persons entitled hereunder to call a special meeting of members may do so only by written request sent by certified mail or delivered in person to the President or Secretary. The officer receiving the written request shall within ten (10) days from the date of its receipt cause notice of the meeting to be given in the manner provided by these Bylaws to all members entitled to vote at the meeting. If the officer does not give notice of the meeting within ten (10) days after the date of receipt of the written request, the person or persons calling the meeting may fix the time of meeting and give the notice in the manner provided in these Bylaws. Nothing contained in this section shall be construed as limiting, fixing, or affecting the time or date when a meeting of members called by action of the Board of Directors may be held.

11. VOTING OF MEMBERS

Each member, regardless of class, shall be entitled to one (1) vote on each matter submitted to a vote of the members, except to the extent that the voting rights of members of any class or classes are limited, enlarged, or denied by the Certificate of Formation or these Bylaws.

Unless otherwise provided by the Certificate of Formation or these Bylaws, a member may vote in person or may vote by proxy executed in writing by the member or by the member's duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for more than eleven (11) months. Elections of directors or officers may be conducted by mail, by facsimile transmission, or by any combination of the two.

At each election for directors every member entitled to vote at such election shall have the right to vote, in person or by proxy, for as many persons as there are directors to be elected and for whose election the member has a right to vote, or, if expressly authorized by the Certificate of Formation, to cumulate the member's vote by giving one candidate as many votes as the number of such directors multiplied by such member's vote shall equal, or by distributing such votes on the same principle among any number of such candidates. Any member who intends to cumulate votes as herein authorized shall give written notice of such intention to the secretary of the Corporation on or before the day preceding the election at which such member intends to cumulate votes.

The vote of the majority of the votes entitled to be cast by the members present, or represented by proxy at a meeting at which a quorum is present, shall be the act of the members meeting, unless the vote of a greater number is required by law, the Certificate of Formation, or these

Bylaws.

Any vote may be taken by voice or show of hands unless a member entitled to vote, either in person or by proxy objects, in which case written ballots shall be used.

12. QUORUM OF MEMBERS

Unless otherwise provided in the Certificate of Formation or in these Bylaws, members holding one-tenth of the votes entitled to be cast, represented in person or by proxy, shall constitute a quorum. Unless otherwise provided in the Certificate of Formation or these Bylaws, once a quorum is present at a meeting of members, the members represented in person or by proxy at the meeting may conduct such business as may be properly brought before the meeting until it is adjourned, and the subsequent withdrawal from the meeting of any member or the refusal of any member represented in person or by proxy to vote shall not affect the presence of a quorum at the meeting. Unless otherwise provided in the Certificate of Formation or these Bylaws, the members represented in person or by proxy at a meeting of members at which a quorum is not present may adjourn the meeting until such time and to such place as may be determined by a vote of the majority of the members represented in person or by proxy at that meeting.

13. FIXING RECORD DATES FOR DETERMINING MEMBERS ENTITLED TO VOTE AND NOTICE

The record date for determining the members entitled to notice of a members' meeting and for determining the members entitled to vote at a members' meeting shall be the close of business on the business day preceding the date on which notice is given, such date in any case not be earlier than the 60th day before the date the action requiring the determination of members is originally to be taken.

A determination of members entitled to notice of or to vote at a members' meeting is effective for any adjournment of the meeting unless the Board of Directors fix a new date for determining the right to notice or the right to vote. The Board of Directors must fix a new date for determining the right to notice or the right to vote if the meeting is adjourned to a date more than ninety (90) days after the record date for determining members entitled to notice of the original meeting.

14. VOTING LISTS

After fixing a record date for the notice of a meeting, the Corporation shall prepare an alphabetical list of the names of all the voting members who are entitled to notice of the meeting. The list must show the address and number of votes each voting member is entitled to cast at the meeting. The Corporation shall maintain, through the time of the members' meeting, a list of members who are entitled to vote at the meeting but are not entitled to notice of the meeting. This list shall be prepared on the same basis and be part of the list of voting members.

Not later than two (2) business days after the date notice is given of a meeting for which a list was prepared, as provided above, and continuing through the meeting, the list of voting members must be available for inspection by any member entitled to vote at the meeting for the purpose of communication with other members concerning the meeting at the Corporation's principal office

or at a reasonable place identified in the meeting notice in the city where the meeting will be held. A voting member or voting member's agent or attorney is entitled on written demand to inspect and to copy the list at a reasonable time and at the member's expense during the period it is available for inspection.

The Corporation shall make the list of voting members available at the meeting, and any voting member or voting member's agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

15. ACTION BY MEMBERS WITHOUT MEETING

Any action required by the Texas Business Organizations Code to be taken at a meeting of the members, or any action which may be taken at a meeting of the members or any committee, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all the members entitled to vote with respect to the subject matter thereof, or all of the members of the committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote.

If the Corporation's Certificate of Formation so provide, any action required by the Texas Business Organizations Code to be taken at a meeting of the members or any action that may be taken at a meeting of the members of any committee may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of members or committee members as would be necessary to take that action at a meeting at which all of the members or members of the committee were present and voted.

Each written consent shall bear the date of signature of each member or committee member who signs the consent. Prompt notice of the taking of any action by members or a committee without a meeting by less than unanimous written consent shall be given to all members or committee members who did not consent in writing to the action.

If any action by members or a committee is taken by written consent signed by less than all of the members or committee members, any articles or documents filed with the Secretary of State as a result of the taking of the action shall state, in lieu of any statement required by this Act concerning any vote of the members, that written consent has been given in accordance with the provisions of section 6.202 of the Texas Business Organizations Code and that any written notice required by such section has been given.

A telegram, telex, cablegram, or similar transmission by a member or member of a committee or a photographic, photostatic, facsimile, or similar reproduction of a writing signed by a member or member of a committee shall be regarded as signed by the member or member of a committee for purposes of this section.

16. COMMITTEES OF THE MEMBERS

The members, by resolution adopted by a majority of the members, may designate one or more committees which, to the extent provided in such resolution, shall have and exercise the authority

of the members in the management of the Corporation, except as limited by the Certificate of Formation, these Bylaws or the Texas Business Organizations Code. Each such committee shall consist of two or more members. The designation of such committees and the delegation thereto of authority shall not operate to relieve the members of any responsibility imposed upon it or him by law.

Each member of a committee shall continue as such until the next annual meeting of the members of the Corporation and until a successor is appointed in the committee member's stead, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member cease to qualify as a member thereof. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments. Unless otherwise provided in the resolution designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the members.

ARTICLE III - DIRECTORS

1. BOARD OF DIRECTORS

To the extent not limited or prohibited by law, the Certificate of Formation or these Bylaws, the powers of the Corporation shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of the Board of Directors of the Corporation. Directors need not be residents of the State of Texas or members of the Corporation unless the Certificate of Formation or these Bylaws so require.

2. NUMBER AND ELECTION OF DIRECTORS

The number of directors shall be three (3) provided that the number may be increased or decreased from time to time by an amendment to these Bylaws or resolution adopted by the Board of Directors, provided that the number of directors may not be decreased to fewer than three (3). No decrease in the number of Directors shall have the effect of shortening the term of any incumbent director.

At the first annual meeting of members and at each annual meeting thereafter, the members shall elect directors. A director shall hold office until the next annual election of directors and until said director's successor shall have been elected, appointed, or designated and qualified.

3. REMOVAL

A director may be removed from office, with or without cause, by the persons entitled to elect, designate, or appoint the director. If the director was elected to office, removal requires an affirmative vote equal to the vote necessary to elect the director.

4. RESIGNATION

A director may resign by providing written notice of such resignation to the Corporation. The resignation shall be effective upon the date of receipt of the notice of resignation or the date specified in such notice. Acceptance of the resignation shall not be required to make the resignation effective.

5. VACANCIES AND INCREASE IN NUMBER OF DIRECTORS

Any vacancy occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of the previous director. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of members called for that purpose.

6. ANNUAL MEETING OF DIRECTORS

Immediately following each annual meeting of members, the Board of Directors elected at such meeting shall hold an annual meeting at which they shall elect officers and transact such other business as shall come before the meeting. The time and place of the annual meeting of the Board of Directors may be changed by resolution of the Board of Directors.

7. REGULAR MEETING OF DIRECTORS

Regular meetings of the Board of Directors may be held with or without notice at such time and place as may be from time to time determined by the Board of Directors.

8. SPECIAL MEETINGS OF DIRECTORS

The Secretary shall call a special meeting of the Board of Directors whenever requested to do so by the President or by two (2) or more directors. Such special meeting shall be held at the date and time specified in the notice of meeting.

9. PLACE OF DIRECTORS' MEETINGS

All meetings of the Board of Directors shall be held either at the principal office of the Corporation or at such other place, either within or without the State of Texas, as shall be specified in the notice of meeting or executed waiver of notice.

10. NOTICE OF DIRECTORS' MEETINGS

Notice of any special meeting of the Board of Directors shall be given at least two (2) days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at that Director's address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, the postage thereon prepaid. If notice is given by telegram, such notice

shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transaction at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

11. QUORUM AND VOTING OF DIRECTORS

A quorum for the transaction of business by the Board of Directors shall be a majority of the number of directors fixed by these Bylaws. Directors present by proxy may not be counted toward a quorum. The act of the majority of the directors present in person or by proxy at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or the Certificate of Formation.

A director may vote in person or by proxy executed in writing by the director. No proxy shall be valid after three months from the date of its execution. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and unless otherwise made irrevocable by law.

12. COMPENSATION

Directors, as such, shall not receive any stated salary for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at any meeting of the Board or Directors. A director shall not be precluded from serving the Corporation in any other capacity and receiving compensation for such services. Member of committees may be allowed similar compensation and reimbursement of expenses for attending committee meetings.

13. ACTION BY DIRECTORS WITHOUT MEETING

Any action required by the Texas Business Organizations Code to be taken at a meeting of the Board of Directors, or any action which may be taken at a meeting of the Board of Directors or any committee, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all the Board of Directors entitled to vote with respect to the subject matter thereof, or all of the members of the committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote.

If the Corporation's Certificate of Formation so provide, any action required by the Texas Business Organizations Code to be taken at a meeting of the Board of Directors or any action that may be taken at a meeting of the Board of Directors of any committee may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of Board of Directors or committee members as would be necessary to take that action at a meeting at which all of the Board of Directors or members of the committee were present and voted.

Each written consent shall bear the date of signature of each Director or committee member who signs the consent. A written consent signed by less than all of the Board of Directors or committee members is not effective to take the action that is the subject of the consent unless, within sixty (60) days after the date of the earliest dated consent delivered to the Corporation in the manner required by this section, a consent or consents signed by the required number of Board of Directors or committee members is delivered to the Corporation at its registered office, registered agent, principal place of business, transfer agent, registrar, exchange agent, or an officer or agent of the Corporation having custody of the books in which proceedings of meetings of Board of Directors or committees are recorded. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the Corporation's principal place of business shall be addressed to the President or principal executive officer of the Corporation.

Prompt notice of the taking of any action by Board of Directors or a committee without a meeting by less than unanimous written consent shall be given to all Board of Directors or committee members who did not consent in writing to the action.

If any action by Board of Directors or a committee is taken by written consent signed by less than all of the Board of Directors or committee members, any articles or documents filed with the Secretary of State as a result of the taking of the action shall state, in lieu of any statement required by this Act concerning any vote of the Board of Directors or committee members, that written consent has been given in accordance with the provisions of section 6.202 of the Texas Business Organizations Code and that any written notice required by such section has been given.

A telegram, telex, cablegram, or similar transmission by a Director or member of a committee or a photographic, photostatic, facsimile, or similar reproduction of a writing signed by a Director or member of a committee shall be regarded as signed by the Director or member of a committee for purposes of this section.

14. COMMITTEES OF THE BOARD OF DIRECTORS

The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation, except that no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the Bylaws; electing, appointing or removing any member of any such committee or any Director or officer of the Corporation; amending or restating the Certificate of Formation; adopting a plan of merger or adopting a plan of consolidation with another Corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking proceedings therefore; adopting a plan for the distribution of the assets of the Corporation; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repeated by such committee. The designation and appointment of any such committee and the delegation of authority to such

committee shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed by law upon the Board of Directors or upon any individual Director.

Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be appointed in such manner as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Corporation, and the President of the Corporation shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Corporation shall be served by such removal.

Each member of a committee shall continue as such until the next annual meeting of the members of the Corporation and until a successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member cease to qualify as a member thereof.

One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE IV - OFFICERS

1. NUMBER OF OFFICERS

The officers of a Corporation shall consist of a president and a secretary and may also consist of one or more vice-presidents, a treasurer, and such other officers and assistant officers as may be deemed necessary. New offices may be created and filled at any meeting of the Board of Directors. Any two or more offices may be held by the same person, except the offices of president and secretary. A committee duly designated may perform the functions of any officer and the functions of any two or more officers may be performed by a single committee, including the functions of both president and secretary.

2. ELECTION OF OFFICERS AND TERM OF OFFICE

All officers shall be elected or appointed annually by the Board of Directors at the regular annual meeting of the Board of Directors for such terms not exceeding three (3) years.

3. REMOVAL OF OFFICERS, VACANCIES

Any officer elected or appointed may be removed by the Board of Directors whenever in their judgment the best interests of the Corporation will be served thereby. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed. Election or appointment of an officer or agent shall not of itself create contract rights. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

4. POWERS OF OFFICERS

Each officer shall have, subject to these Bylaws, in addition to the duties and powers specifically set forth herein, such powers and duties as are commonly incident to that office and such duties and powers as the Board of Directors shall from time to time designate. All officers shall perform their duties subject to the directions and under the supervision of the Board of Directors. The President may secure the fidelity of any and all officers by bond or otherwise.

All officers and agents of the Corporation, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the Corporation as may be provided in these Bylaws, or as may be determined by resolution of the Board of Directors not inconsistent with these Bylaws.

In the discharge of a duty imposed or power conferred on an officer of a Corporation, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person, that were prepared or presented by: (1) one or more other officers or employees of the Corporation, including members of the Board of Directors; or (2) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.

An officer is not relying in good faith within the meaning of this section if the officer has knowledge concerning the matter in question that makes reliance otherwise permitted by this subsection unwarranted.

5. PRESIDENT

The President shall be the chief executive officer of the Corporation and shall preside at all meetings of all directors and members. Such officer shall see that all orders and resolutions of the board are carried out, subject however, to the right of the directors to delegate specific powers, except such as may be by statute exclusively conferred on the President, to any other officers of the Corporation.

The President or any Vice-President shall execute bonds, mortgages and other instruments requiring a seal, in the name of the Corporation. When authorized by the board, the President or any Vice-President may affix the seal to any instrument requiring the same, and the seal when so

affixed shall be attested by the signature of either the Secretary or an Assistant Secretary.

The President shall be ex-officio a member of all standing committees.

The President shall submit a report of the operations of the Corporation for the year to the directors at their meeting next preceding the annual meeting of the members and to the members at their annual meeting.

6. VICE-PRESIDENTS

The Vice-President, or Vice-Presidents in order of their rank as fixed by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and they shall perform such other duties as the Board of Directors shall prescribe.

7. THE SECRETARY AND ASSISTANT SECRETARIES

The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall record all votes and the minutes of all proceedings and shall perform like duties for the standing committees when required. The Secretary shall give or cause to be given notice of all meetings of the members and all meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors. The Secretary shall keep in safe custody the seal of the Corporation, and when authorized by the Board of Directors, affix the same to any instrument requiring it, and when so affixed, it shall be attested by the Secretary's signature or by the signature of an Assistant Secretary.

The Assistant Secretaries shall in order of their rank as fixed by the Board of Directors, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary, and they shall perform such other duties as the Board of Directors shall prescribe.

In the absence of the Secretary or an Assistant Secretary, the minutes of all meetings of the board and members shall be recorded by such person as shall be designated by the President or by the Board of Directors.

8. THE TREASURER AND ASSISTANT TREASURERS

The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements. The Treasurer shall keep and maintain the Corporation's books of account and shall render to the President and directors an account of all of the Treasurer's transactions and of the financial condition of the Corporation and exhibit the books, records and accounts to the President or directors at any time. The Treasurer shall disburse funds for capital expenditures as authorized by the Board of Directors

and in accordance with the orders of the President, and present to the President's attention any requests for disbursing funds if in the judgment of the Treasurer any such request is not properly authorized. The Treasurer shall perform such other duties as may be directed by the Board of Directors or by the President.

If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office and for the restoration to the Corporation, in case of death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the incumbent's possession or under the incumbent's control belonging to the Corporation.

The Assistant Treasurers in the order of their seniority shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer, and they shall perform such other duties as the Board of Directors shall prescribe.

ARTICLE V - CERTIFICATES OF MEMBERSHIP

1. CERTIFICATES OF MEMBERSHIP

The Board of Directors may provide for the issuance of certificates, or cards, or other instruments evidencing membership rights, voting rights or ownership rights (hereinafter referred to as "certificates"), which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or an Assistant Secretary. All certificates evidencing membership of any class shall be consecutively numbered. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Corporation. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefore upon such terms and conditions as the Board of Directors determine.

2. ISSUANCE OF CERTIFICATES

When a member has been elected to membership and has paid any initiation fee and dues that may then be required, a certificate shall be issued in that member's name and delivered to the member by the Secretary, if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of this Article V.

ARTICLE VI - INDEMNIFICATION AND INSURANCE

1. INDEMNIFICATION

The Corporation shall have the full power to indemnify and advance or reimburse expenses pursuant to the provisions of the Texas Business Organizations Code to any person entitled to indemnification under the provisions of the Texas Business Organizations Code.

2. INSURANCE

3 INSURANCE

indemnification under the provisions of the Texas Business Organizations Code pursuant to the provisions of the Texas Business Organizations Code to any person entitled to the Corporation shall have the full power to indemnify and advance or reimburse expenses

4 IDENTIFICATION

ARTICLE A - IDENTIFICATION AND INSURANCE

certificates of membership under the provisions of this Article A member by the Secretary. If the Board of Directors shall have provided for the issuance of may then be required a certificate shall be issued in that member's name and delivered to the When a member has been elected to membership and has paid any initiation fee and dues that

3 ISSUANCE OF CERTIFICATES

Board of Directors determine or destroyed a new certificate may be issued hereafter upon such terms and conditions as the shall be entered on the records of the Corporation. If any certificate shall become lost, mutilated numbered. The name and address of each member and the date of issuance of the certificate Assistant Secretary. All certificates evidencing membership of any class shall be consecutively certificates shall be signed by the President or Vice President and by the Secretary or in to as "certificates." which shall be in such form as may be determined by the Board. Such instruments evidencing membership rights, voting rights or ownership rights (hereinafter referred the Board of Directors may provide for the issuance of certificates of stock or other

4 CERTIFICATES OF MEMBERSHIP

ARTICLE A - CERTIFICATES OF MEMBERSHIP

such other duties as the Board of Directors shall prescribe Treasurer perform the duties and exercise the powers of the Treasurer, and they shall perform The Assistant Treasurer in the order of their seniority shall, in the absence or disability of the control pertaining to the Corporation

and other property of whatever kind in the instruments possession or under the instruments of death, resignation, retirement or removal from office, of all books, papers, vouchers, money, jointly performance of the duties of the office and for the restoration to the Corporation, in case sum and with such assets of assets as shall be satisfactory to the Board of Directors for the If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such

Directors or by the President authorized. The Treasurer shall perform such other duties as may be directed by the Board of requests for disbursing funds if in the judgment of the Treasurer any such request is not properly and in accordance with the orders of the President, and present to the President's attention any

The Corporation may purchase and maintain insurance or another arrangement on behalf of any person who is or was a member, director, officer, employee, or agent of the Corporation or who is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, employee benefit plan, other enterprise, or other entity, against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person, whether or not the Corporation would have the power to indemnify him or her against that liability. If the insurance or other arrangement is with a person or entity that is not regularly engaged in the business of providing insurance coverage, the insurance or arrangement may provide for payment of a liability with respect to which the Corporation would not have the power to indemnify the person only if including coverage for the additional liability has been approved by the members of the Corporation. Without limiting the power of the Corporation to procure or maintain any kind of insurance or other arrangement, the Corporation may, for the benefit of persons indemnified by the Corporation, (1) create a trust fund; (2) establish any form of self-insurance; (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Corporation; or (4) establish a letter of credit, guaranty, or surety arrangement. The insurance or other arrangement may be procured, maintained, or established within the Corporation or with any insurer or other person deemed appropriate by the Board of Directors regardless of whether all or part of the stock or other securities of the insurer or other person are owned in whole or part by the Corporation. In the absence of fraud, the judgment of the Board of Directors as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement shall be conclusive and the insurance or arrangement shall not be voidable and shall not subject the directors approving the insurance or arrangement to liability, on any ground, regardless of whether directors participating in the approval are beneficiaries of the insurance or arrangement.

ARTICLE VII - MISCELLANEOUS

1. WAIVER OF NOTICE

Whenever any notice is required to be given to any member or director of the Corporation under the provisions of the Texas Business Organizations Code, the Certificate of Formation, or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

2. MEETINGS BY TELEPHONE CONFERENCE, ELECTRONIC OR OTHER REMOTE COMMUNICATIONS TECHNOLOGY

Subject to the provisions required or permitted by the Texas Business Organizations Code and these Bylaws for notice of meetings, members of the Corporation, members of the Board of Directors, or members of any committee may participate in and hold a meeting of such members, board, or committee by means of: (1) conference telephone or similar communications equipment by which all persons participating in the meeting can communicate with each other; or (2) another suitable electronic communications system, including videoconferencing technology or the Internet, only if: (a) each member entitled to participate in the meeting

consents to the meeting being held by means of that system; and (b) the system provides access to the meeting in a manner or using a method by which each member participating in the meeting can communicate concurrently with each other participant. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3. SEAL

The Corporation may adopt a corporate seal in such form as the Board of Directors may determine. The Corporation shall not be required to use the corporate seal and the lack of the corporate seal shall not affect an otherwise valid contract or other instrument executed by the Corporation.

4. CONTRACTS

The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

5. CHECKS, DRAFTS, ETC.

All checks, drafts or other instruments for payment of money or notes of the Corporation shall be signed by such officer or officers or such other person or persons as shall be determined from time to time by resolution of the Board of Directors.

6. DEPOSITS

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

7. GIFTS

The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

8. BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the members, Board of Directors, and committees and shall keep at the registered office or principal office in this State a record of the names and addresses of its members entitled to vote. A member of the Corporation, on written demand stating the purpose of the demand, has the right to examine and copy, in person or by agent, accountant, or attorney, at any reasonable time, for any proper purpose, the books and records of the Corporation relating to the stated purpose, at the expense of the member.

9. FINANCIAL RECORDS AND ANNUAL REPORTS

The Corporation shall maintain current true and accurate financial records with full and correct entries made with respect to all financial transactions of the Corporation, including all income and expenditures, in accordance with generally accepted accounting practices. All records, books, and annual reports (if required by law) of the financial activity of the Corporation shall be kept at the registered office or principal office of the Corporation in this state for at least three years after the closing of each fiscal year and shall be available to the public for inspection and copying there during normal business hours. The Corporation may charge for the reasonable expense of preparing a copy of a record or report.

10. FISCAL YEAR

The fiscal year of the Corporation shall be as determined by the Board of Directors.

ARTICLE VIII – CONSTRUCTION

1. PRONOUNS AND HEADINGS

All personal pronouns used in these Bylaws shall include the other gender whether used in masculine or feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate. All headings herein are for convenience only and neither limit nor amplify the provisions of these Bylaws.

2. INVALID PROVISIONS

If any one or more of the provisions of these Bylaws, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any such provision shall not be affected thereby.

ARTICLE IX - AMENDMENT OF BYLAWS

The Board of Directors may amend or repeal these Bylaws, or adopt new Bylaws, unless the Certificate of Formation or the Texas Business Organizations Code limits such powers. Unless the Certificate of Formation or a bylaw adopted by the members provides otherwise as to all or some portion of these Bylaws, the members may amend or repeal these Bylaws or adopt new Bylaws even though the Bylaws may also be amended, repealed, or adopted by the Board of Directors.

Adopted by the Board of Directors on March 7, 2019.

DocuSigned by:
Eric Henline
B897A2G3D9654E...
Eric Henline, Secretary

**UNANIMOUS WRITTEN CONSENT OF BOARD OF DIRECTORS OF
DRIPPING SPRINGS SKATEPARK, INC.
IN LIEU OF ORGANIZATIONAL MEETING**

The undersigned, being all of the members of the initial Board of Directors of Dripping Springs Skatepark, Inc., named in the Corporation's Certificate of Formation filed with the Secretary of State of Texas, pursuant to section 6.201 of the Texas Business Organizations Code, adopt the following resolutions in lieu of holding an Organizational Meeting of the Board of Directors.

ARTICLES OF INCORPORATION

RESOLVED, that the Acknowledgment of Filing issued by the Secretary of State of Texas and the certified copy of the Certificate of Formation of the Corporation filed with the Secretary of State of Texas on March 5, 2019, are approved, and the Secretary of the Corporation is instructed to place same in the minute book of the Corporation.

BYLAWS

RESOLVED, that the Bylaws submitted to the undersigned are approved and adopted as the Bylaws of the Corporation and the Secretary of the Corporation is instructed to place same or a certified copy thereof in the minute book of the Corporation.

PRINCIPAL OFFICE

RESOLVED, that the Corporation's principal office be located and maintained at PO Box 1091, Dripping Springs, Texas 78620, and that meetings of the Board of Directors from time to time may be held either at the principal office or at such other place as the board of directors shall from time to time order.

MINUTE BOOK AND CORPORATE RECORDS

RESOLVED, that the corporate record book is adopted as the record book of the corporation, and further,

RESOLVED, that the Corporation maintain appropriate corporate records in the corporate record book, including but not limited to originals, copies or certified copies of the Corporation's original and any amended, corrected or restated, Acknowledgment of Filing, Certificate of Formation, Bylaws, minutes of meetings, and written consents.

OFFICERS

RESOLVED, that the following persons are elected to the offices set forth opposite their names to serve as such at the pleasure of the Board of Directors or pursuant to the terms of any written employment agreement executed by the Corporation and the respective officer:

written employment agreement executed by the Corporation and the respective officer;

namely to serve as such in the presence of the Board of Directors or pursuant to the terms of any

RESOLVED that the following persons are elected to the offices set forth opposite their

OFFICERS

Certificate of Formation, Bylaws, minutes of meetings and written consents;

Corporation's original and any amended, corrected or restated Acknowledgment of Filing; corporate record book including but not limited to originals, copies or certified copies of the

RESOLVED that the Corporation maintain appropriate corporate records in the

corporation and further

RESOLVED that the corporate record book is adopted as the record book of the

MINUTE BOOK AND CORPORATE RECORDS

minutes shall from time to time order

time to time may be held either at the principal office or at such other place as the Board of Directors may determine; and that minutes of the Board of Directors from

RESOLVED that the Corporation's principal office be located and maintained at PO

PRINCIPAL OFFICE

a certified copy thereof in the minute book of the Corporation;

the Bylaws of the Corporation and the Secretary of the Corporation is instructed to place same in

RESOLVED that the Bylaws submitted to the undersigned are approved and adopted as

BYLAWS

is instructed to place same in the minute book of the Corporation;

Secretary of State of Texas on March 2, 2012, are approved, and the Secretary of the Corporation Texas and the certified copy of the Certificate of Formation of the Corporation filed with the

RESOLVED that the Acknowledgment of Filing issued by the Secretary of State of

ARTICLES OF INCORPORATION

following resolutions in lieu of holding an Organizational Meeting of the Board of Directors:

State of Texas, pursuant to section 9.501 of the Texas Business Organizations Code, adopt the

Articles, Inc. named in the Corporation's Certificate of Formation filed with the Secretary of

the undersigned being all of the members of the initial Board of Directors of Dribbing Springs

IN LIEU OF ORGANIZATIONAL MEETING

DRIBBING SPRINGS STRATEGY, INC.

UNANIMOUS WRITTEN CONSENT OF BOARD OF DIRECTORS OF

	<u>Office</u>	<u>Name</u>
President		Dennis Baldwin
Secretary		Eric Henline
Treasurer		Jonathan Lozano

BANK ACCOUNT

RESOLVED, that the Corporation establish in its name one or more accounts with one or more financial institutions on such terms and conditions as may be agreed with said financial institutions, and that the officers of the Corporation are authorized to execute any resolutions required by said financial institutions for such accounts and to designate the person or persons authorized to write checks on such accounts on behalf of the Corporation.

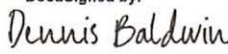
ORGANIZATIONAL COSTS

RESOLVED, that the attorney's fees, filing fees and other expenses and charges incurred and that may be incurred by the Corporation or persons acting on behalf of the Corporation in connection with the formation of the Corporation are reasonable and shall be paid or reimbursed by the Corporation.

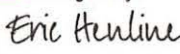
FURTHER INSTRUCTIONS TO OFFICERS

RESOLVED, that the officers of the Corporation are authorized to do all things and take all action necessary and helpful to carry out the above resolutions and all acts of the officers and any persons acting for the Corporation which are consistent with the above resolutions are ratified and adopted as the acts of the Corporation.

DATE: March 7, 2019.

DocuSigned by:

 8F238622D098445

 Dennis Baldwin

DocuSigned by:

 8807A2C3D06544E...

 Eric Henline

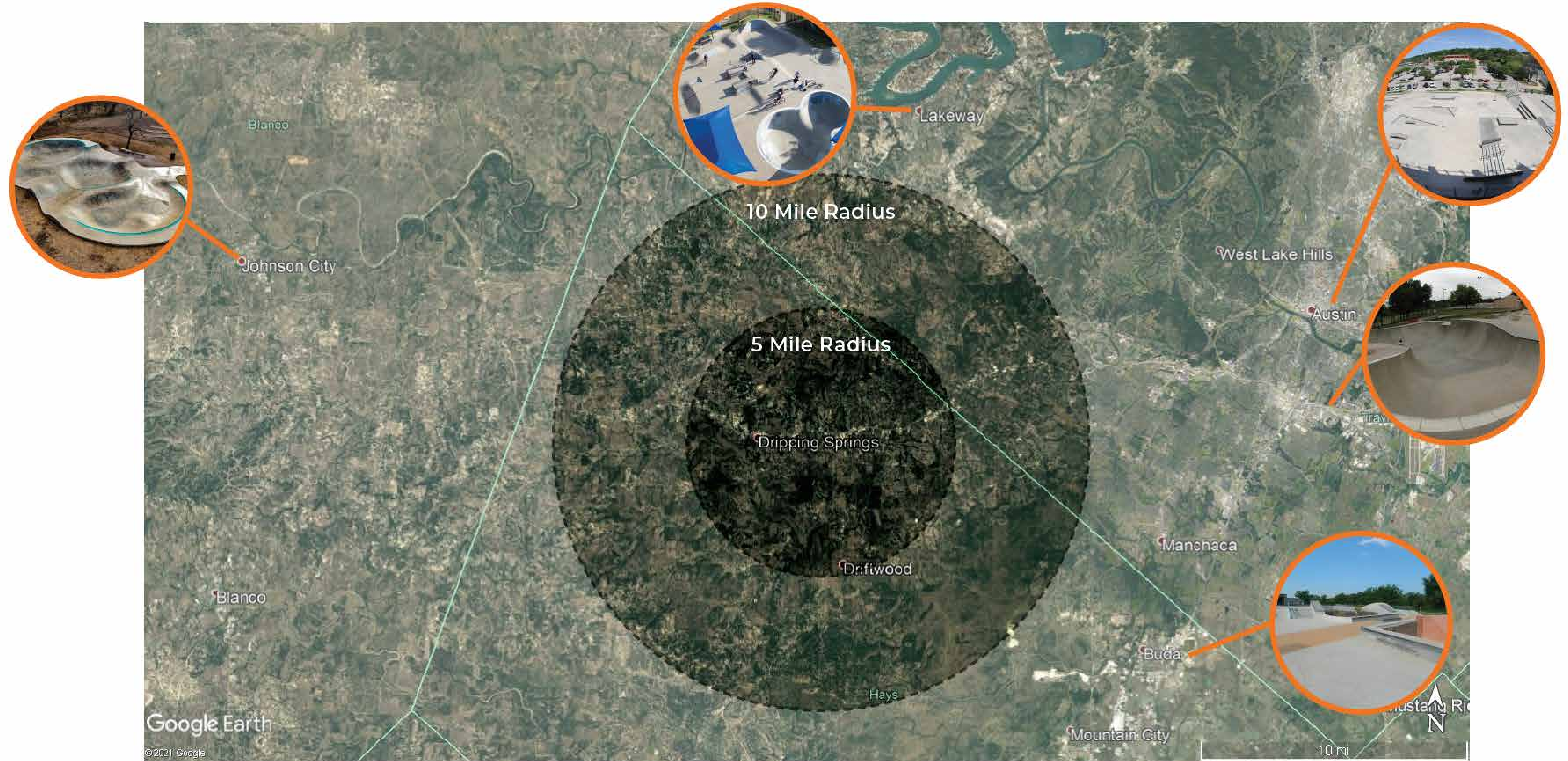
DocuSigned by:

 9D2EFFE933B36427

 Jonathan Lozano

DRIPPING SPRINGS - NEW SKATEPARK

Regional Skatepark Context



Dripping Springs, TX

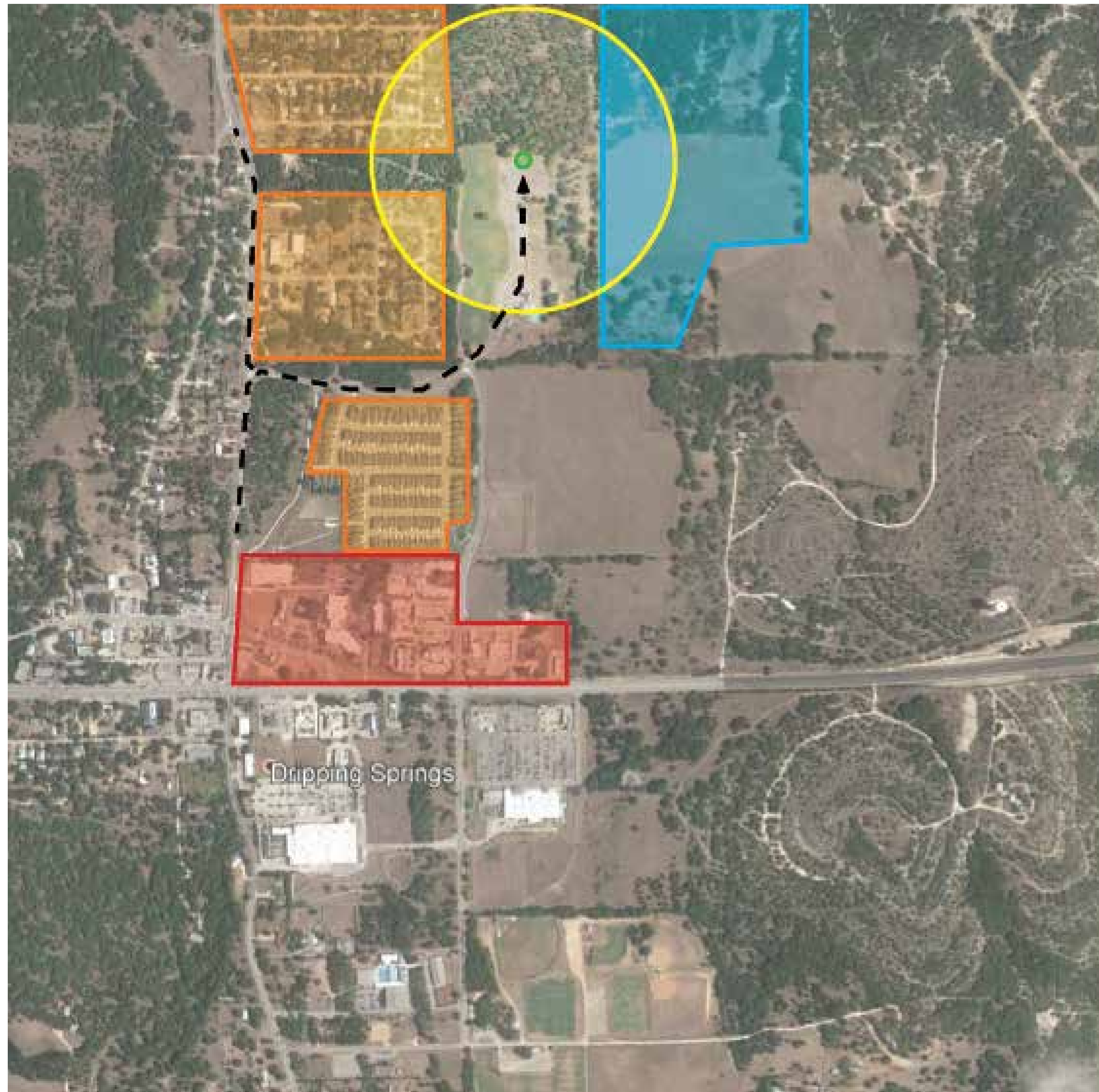
June 25, 2021

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DRIPPING SPRINGS - NEW SKATEPARK

Skatepark Site Analysis

COUNTY CONTEXT PLAN



- Residential
- New Development
- Commercial
- 1,000' radius
- Proposed Entrance
- Vehicle Access

- Proposed Skatepark
- City Pool
- Athletic Fields
- Perimeter Pathway
- Skatepark Parking
- Vehicle Access

OVERALL PARK CONTEXT PLAN



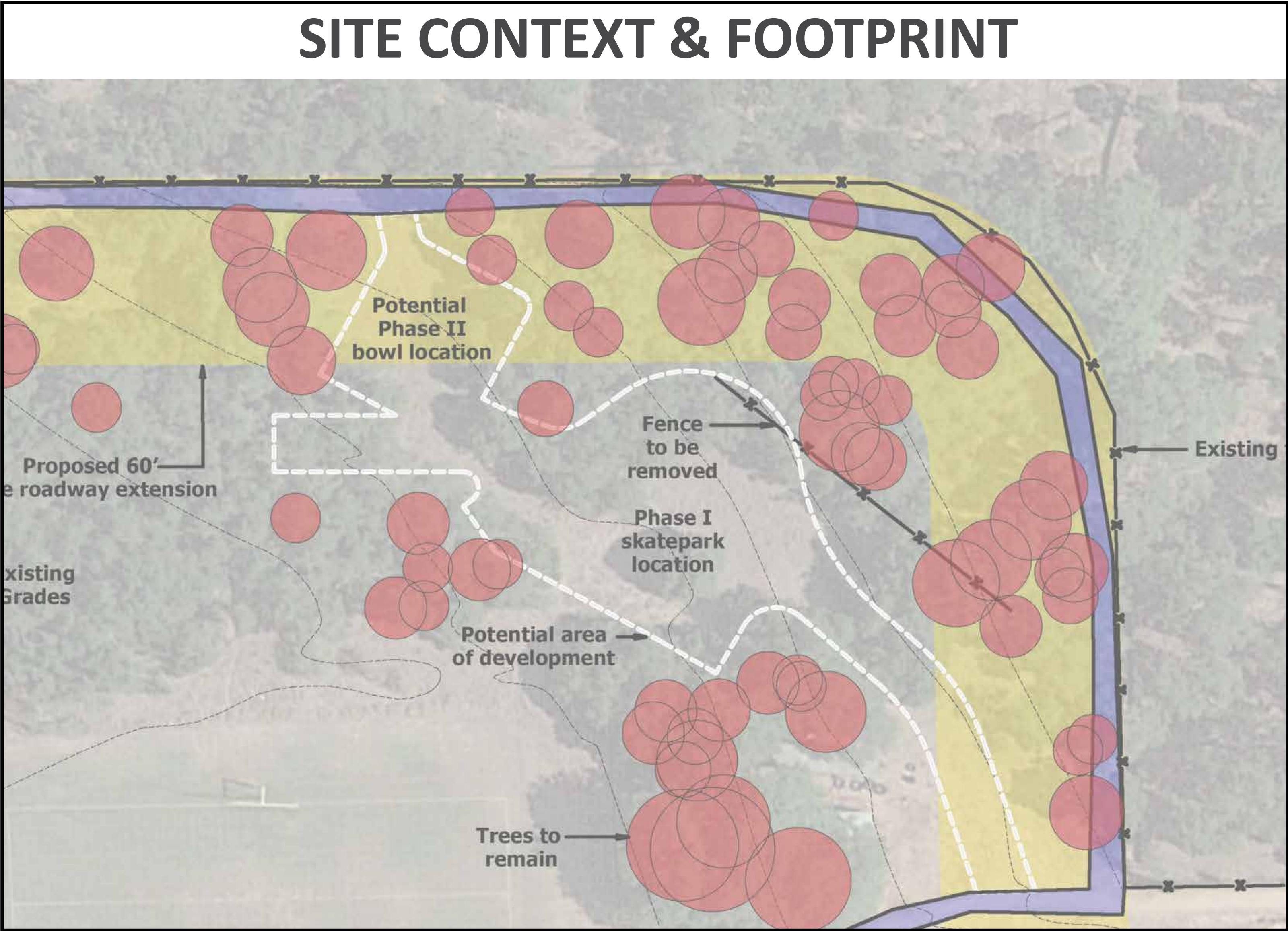
Dripping Springs, TX

June 25, 2021

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DRIPPING SPRINGS - NEW SKATEPARK

Skatepark Planning



GOALS: TREE PRESERVATION DEFINED ENTRANCE FLOW AND STREET PHASE 2 BOWL



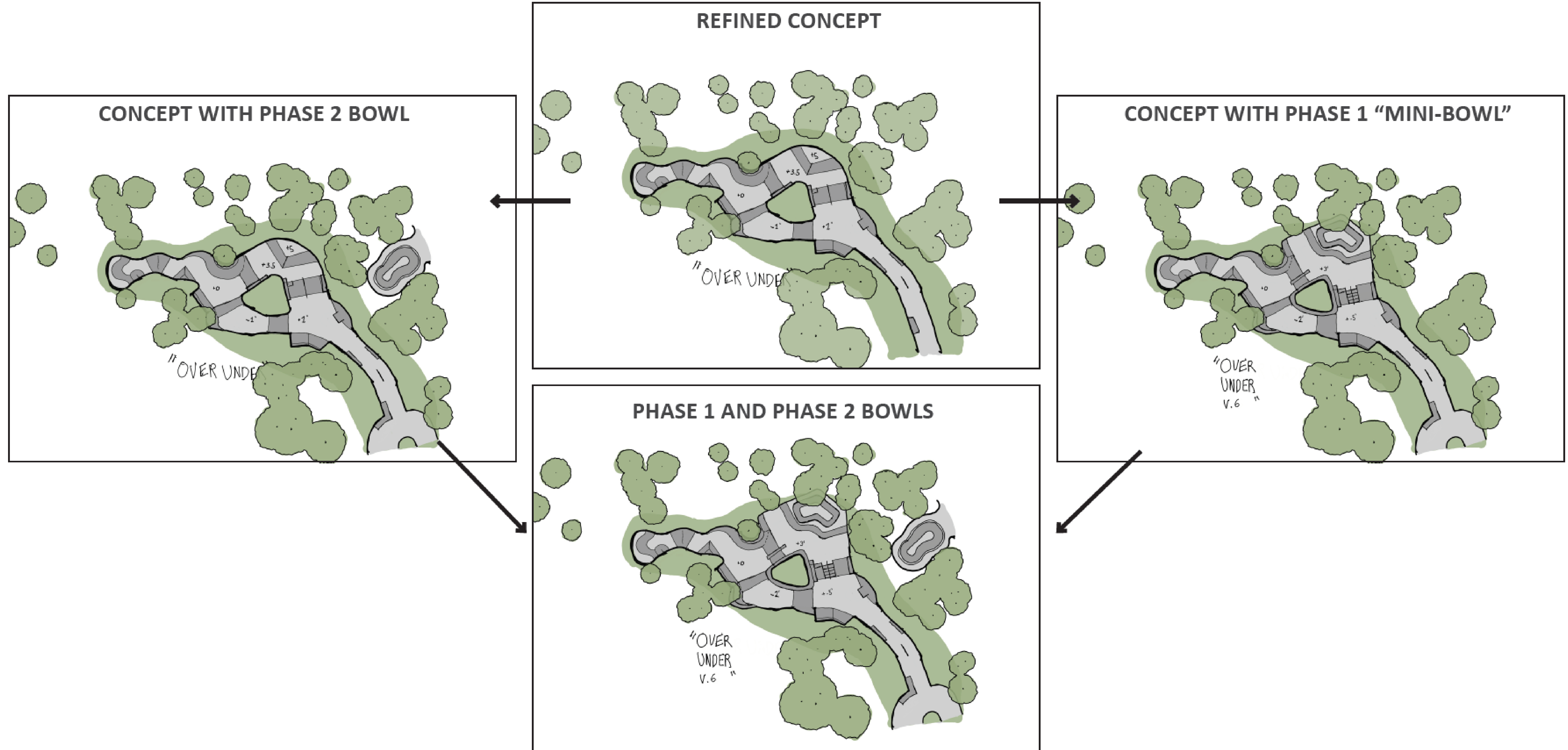
Dripping Springs, TX

June 25, 2021

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DRIPPING SPRINGS - NEW SKATEPARK

Schematic Concept Design Development



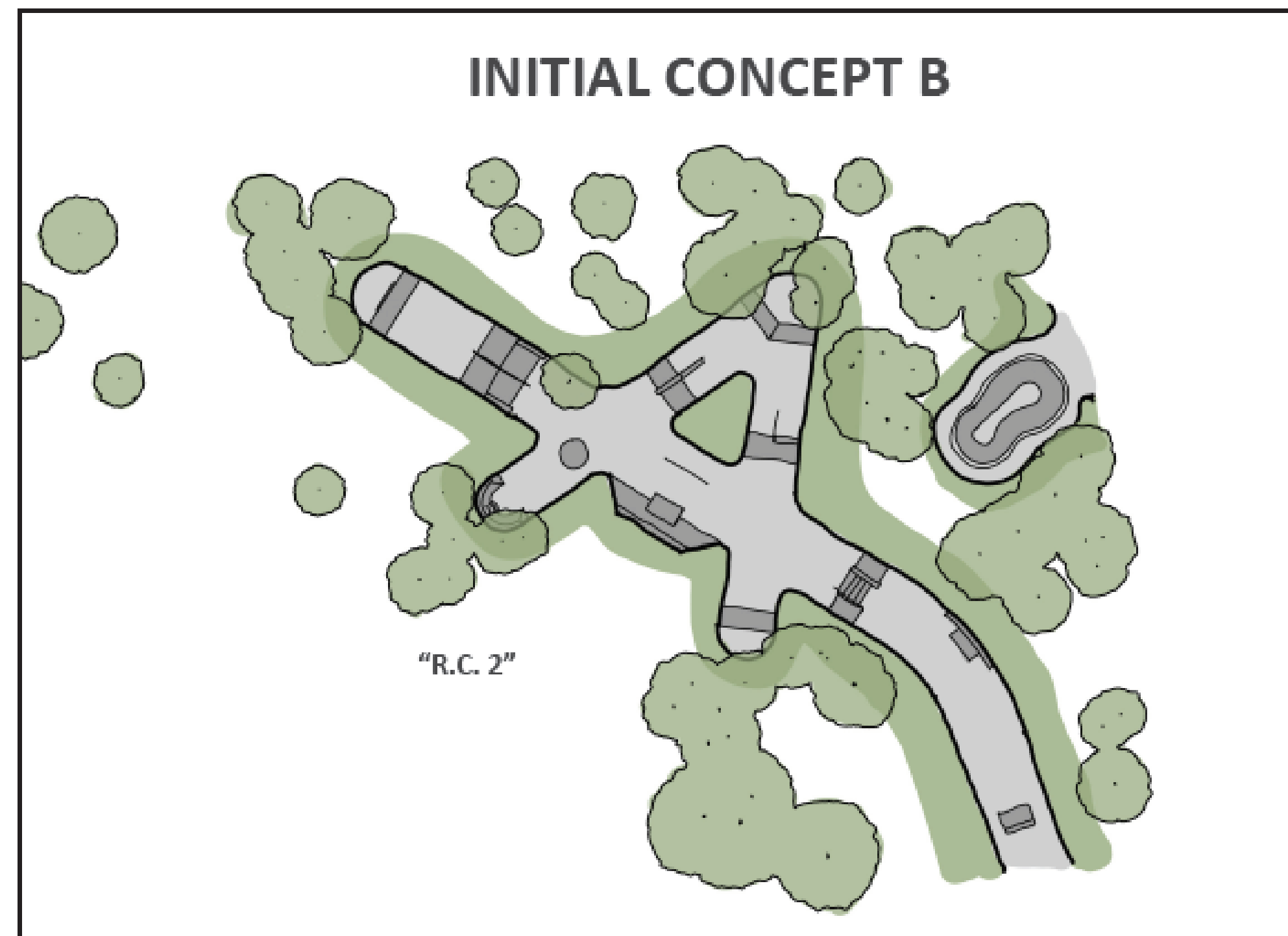
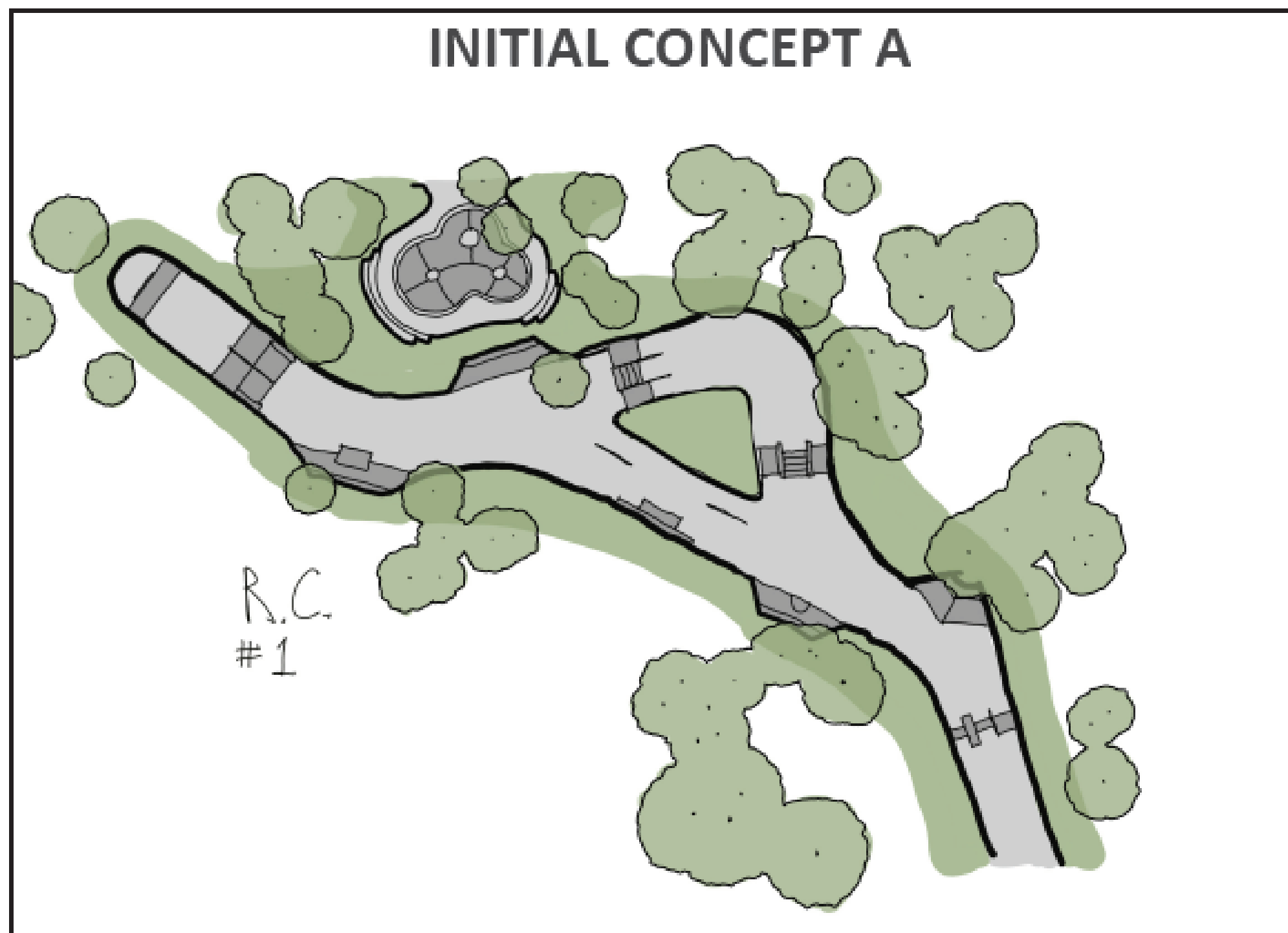
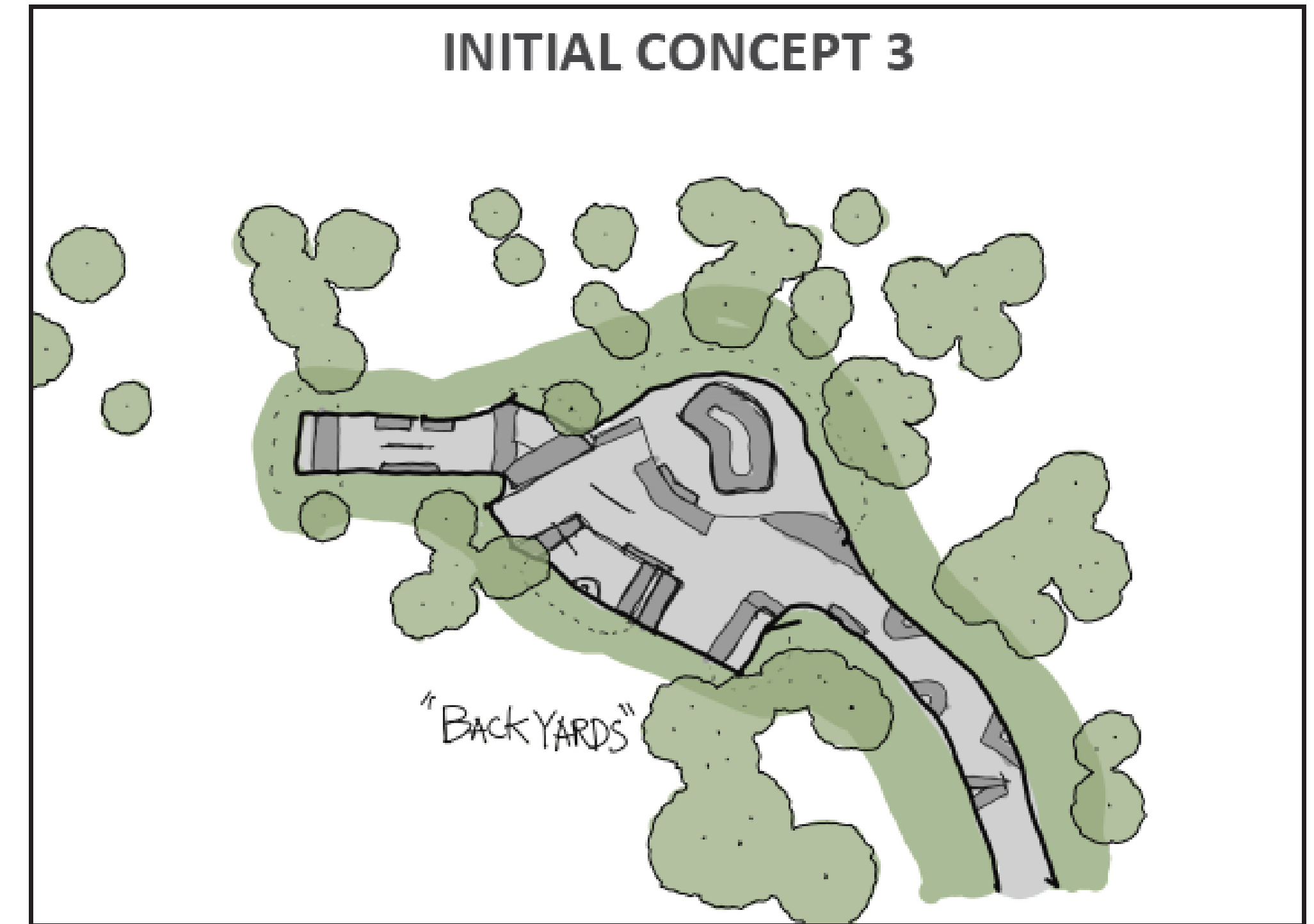
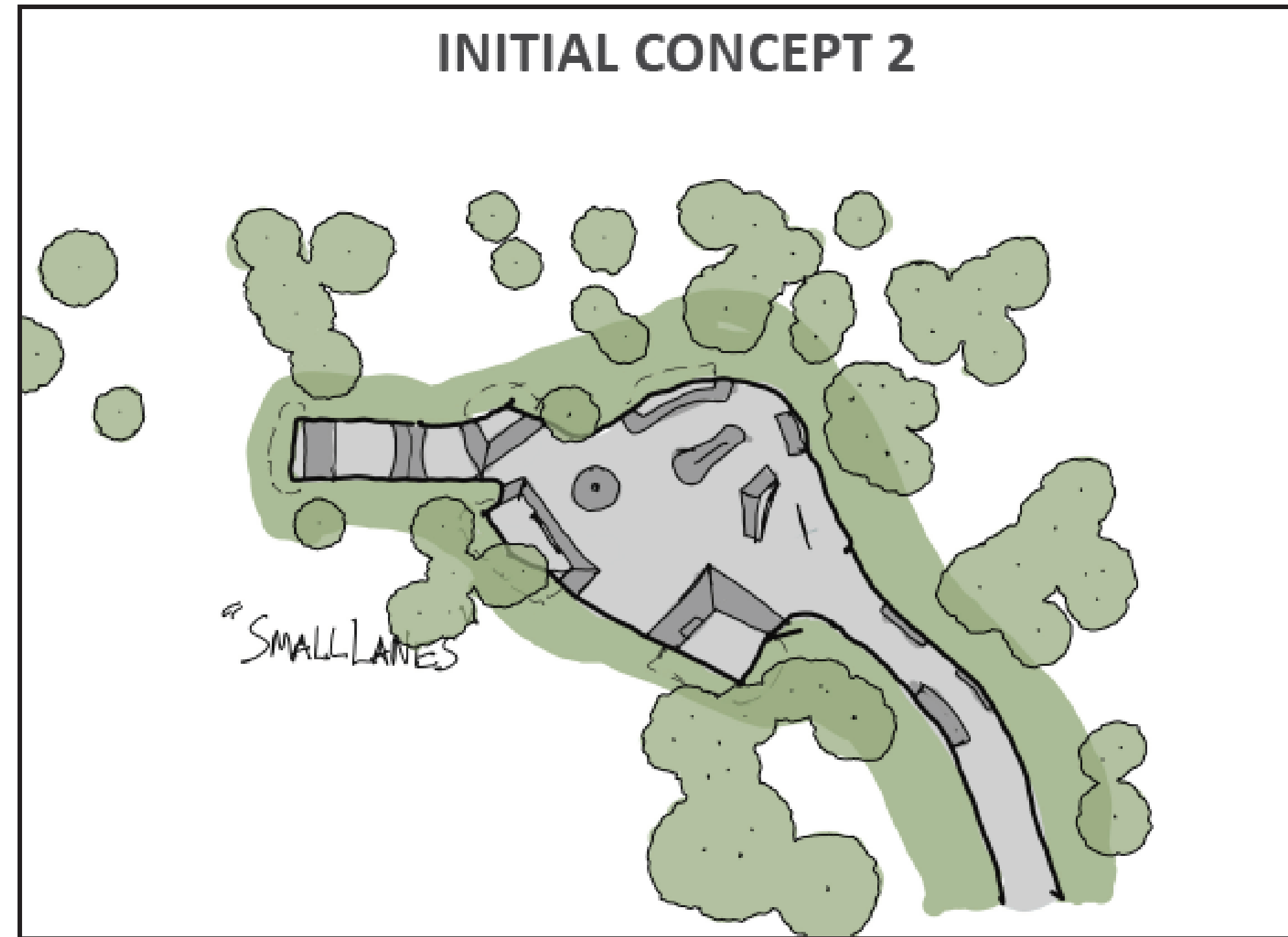
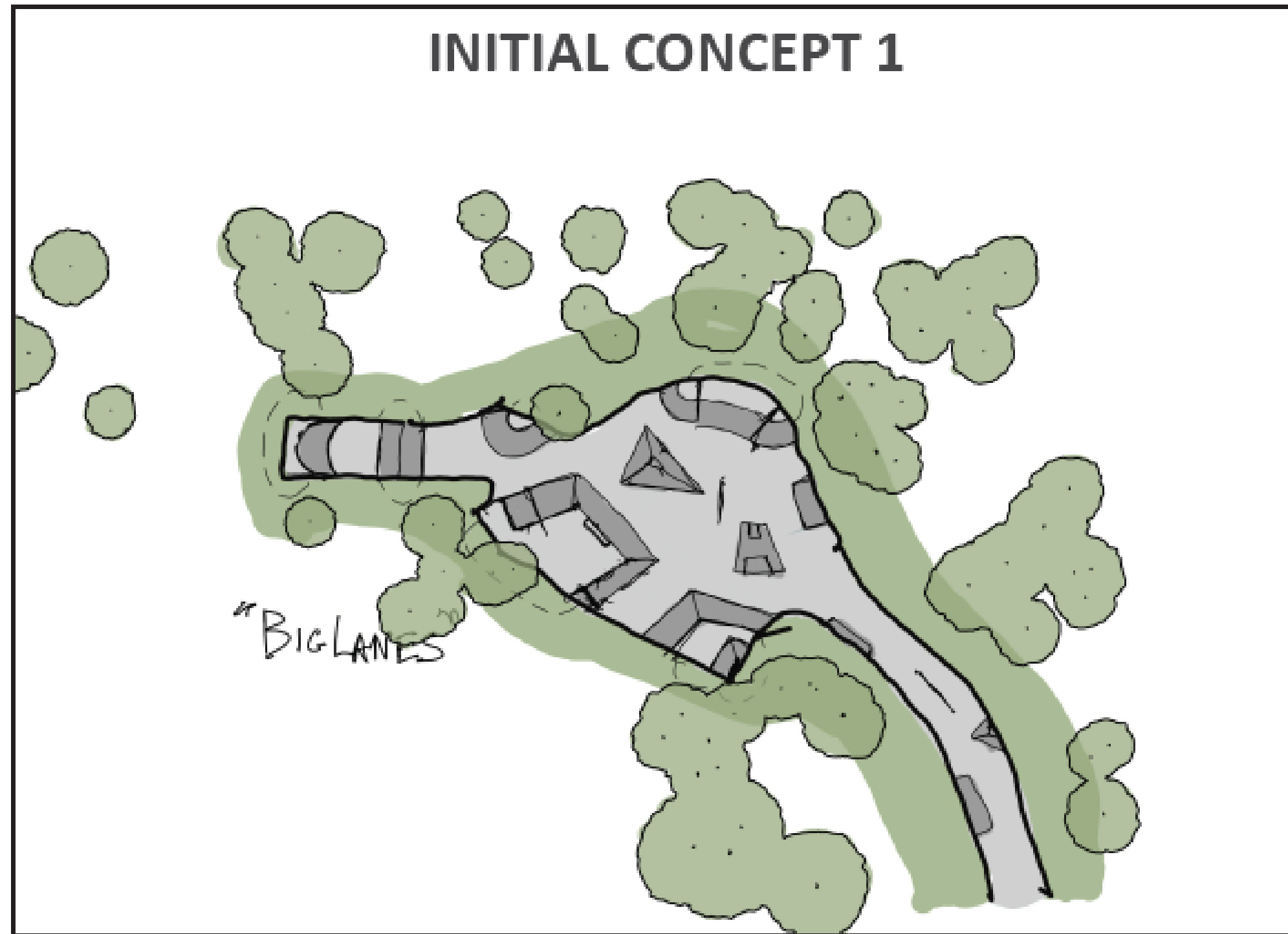
Dripping Springs, TX

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DRIPPING SPRINGS - NEW SKATEPARK

Schematic Concept Design Development



Dripping Springs, TX

June 25, 2021

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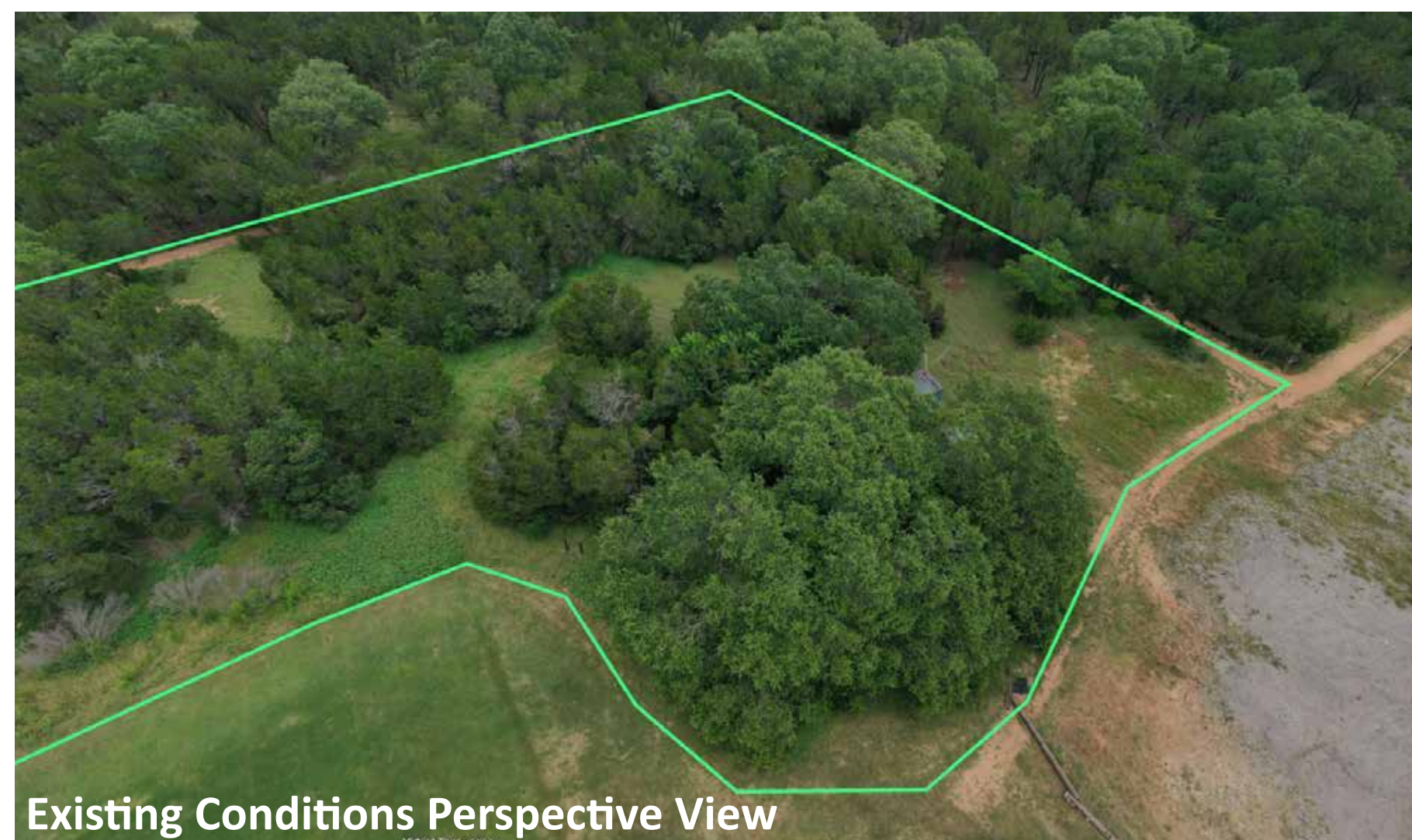
DRIPPING SPRINGS - NEW SKATEPARK

Schematic Concept Design Feature Plan

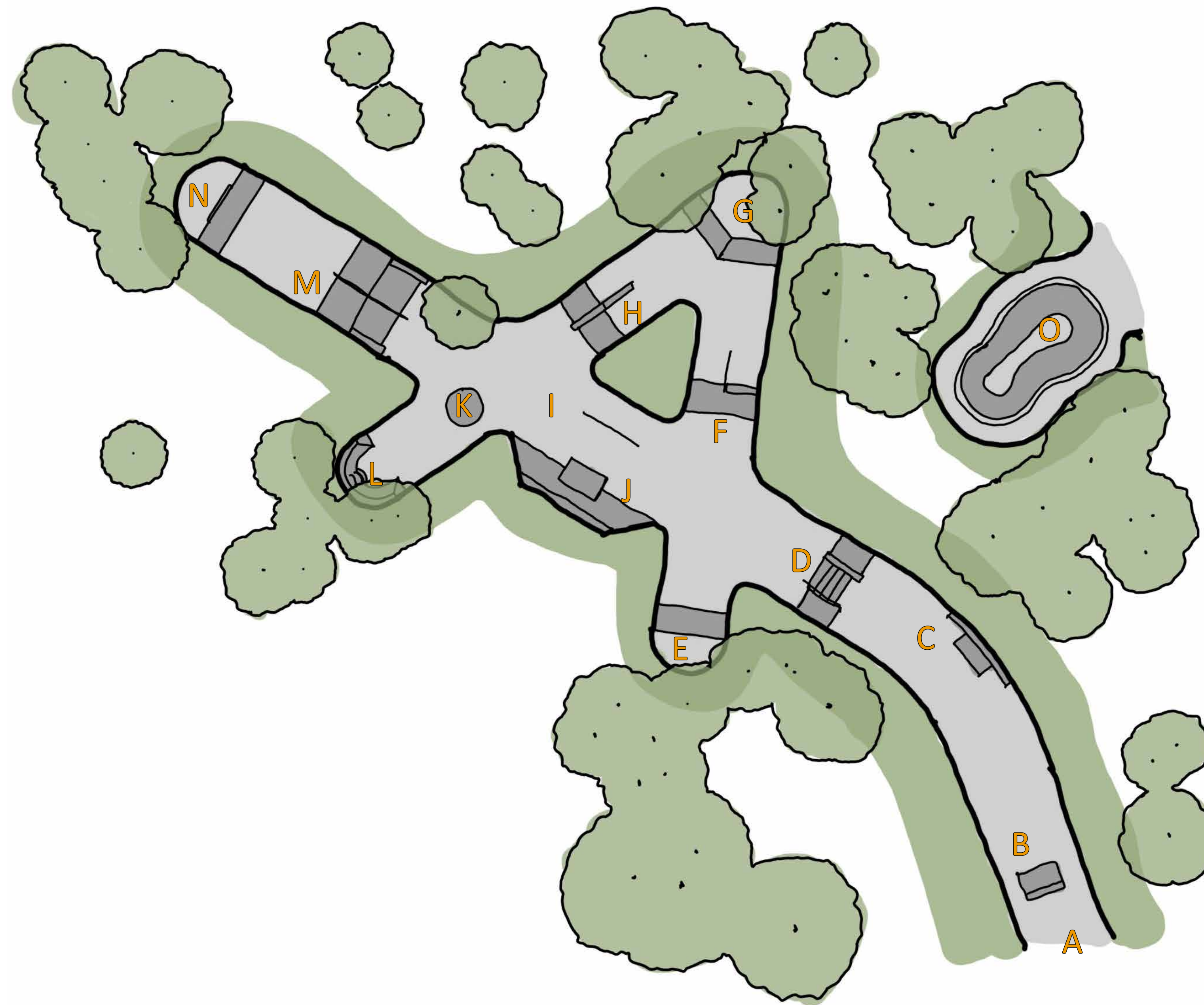
FEATURE LEGEND

- A** - Skatepark Entry
- B** - 3.5' Return Quarter Pipe
- C** - Manual Pad/Ledge Combo
- D** - 2.5' Bank with 5-stair, hubba, and handrail
- E** - 4' Bank
- F** - 1.5' bank with step up and bump to bar
- G** - 3' banked hip
- H** - 1.5' bank with flat/down hubba
- I** - 14" Flatbar
- J** - Bank with manual pad combo
- K** - Pump bump
- L** - Radial pocket quarter pipe with wedding cake
- M** - A-frame with handrail and hubbas
- N** - 4' Quarter pipe
- O** - Future Phase Pool

Skatepark **features are schematic** and will be modified based on **community input**. The current design is schematic to represent the intended **terrain style** within the project scope.



SCHEMATIC CONCEPT DESIGN PLAN



EXAMPLE TERRAIN PHOTOS



Dripping Springs, TX

June 25, 2021

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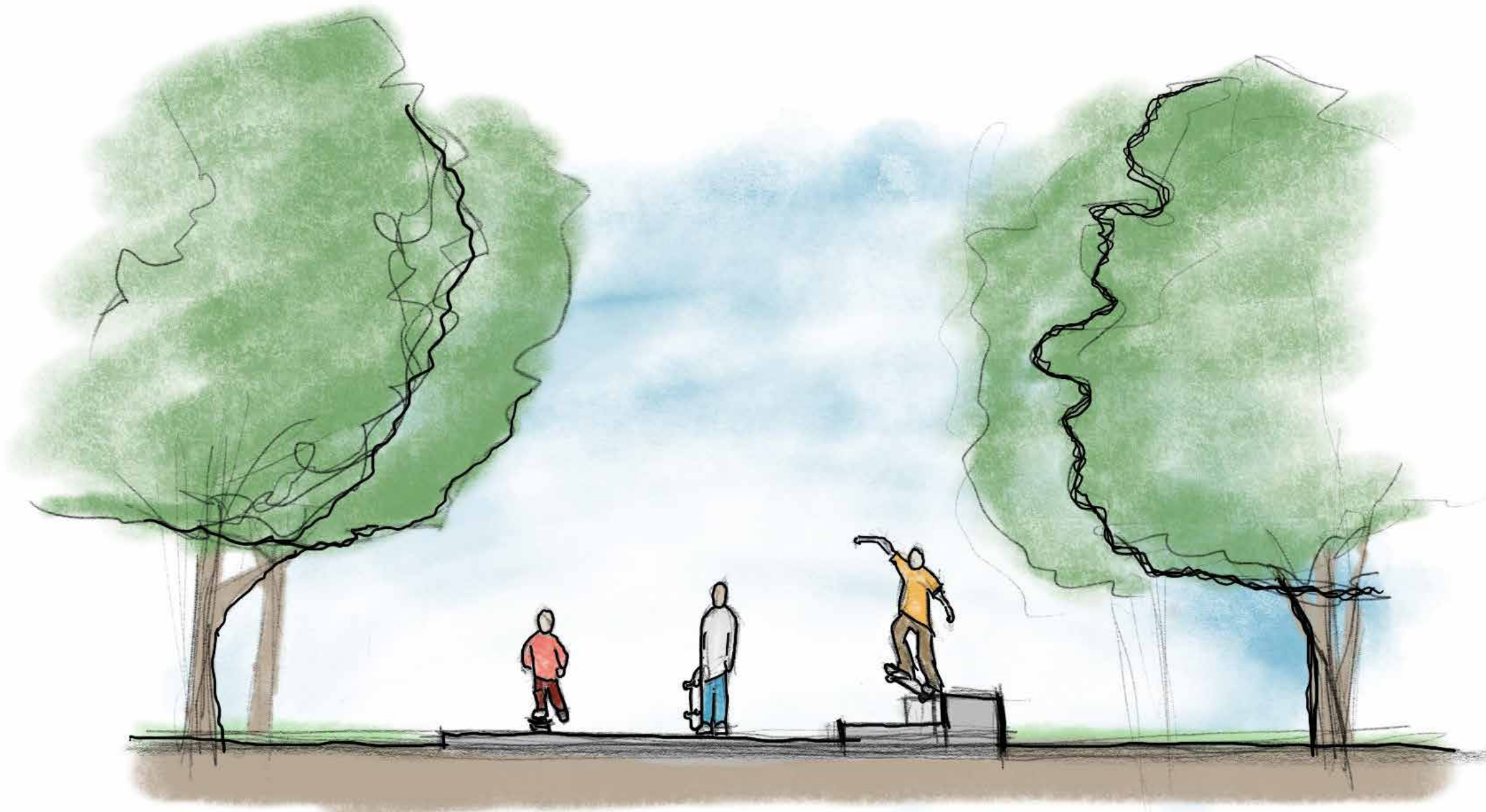
DRIPPING SPRINGS - NEW SKATEPARK

Schematic Concept Design Views

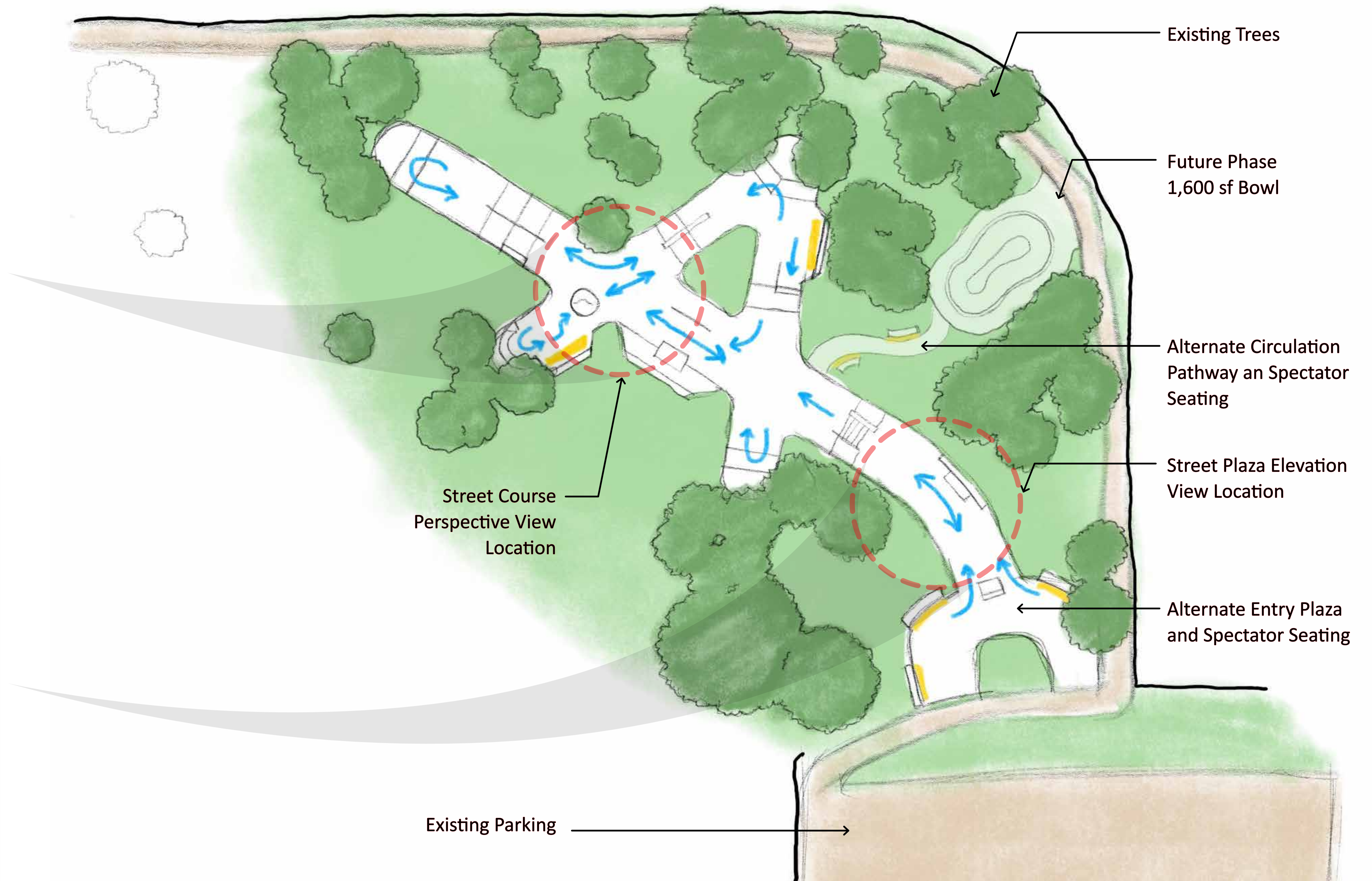
STREET COURSE PERSPECTIVE VIEW



SKATEPARK ELEVATION VIEW



SCHEMATIC CONCEPT DESIGN SITE CIRCULATION PLAN



Dripping Springs, TX

June 25, 2021

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DRIPPING SPRINGS - NEW SKATEPARK

Schematic Concept Design Cost Exhibit

FUNDING SOURCES

Advocate Fund raising	\$100,000
County Funding	\$550,000
Additional Funding Request	\$75,000
<i>(Inflation/Increased Material Costs - 14%)</i>	
Total Funding	\$725,000

Typical average advocate fund raising

20k-30k

Dripping Springs advocate fund raising

100k

SKATEPARK COST BREAKDOWN

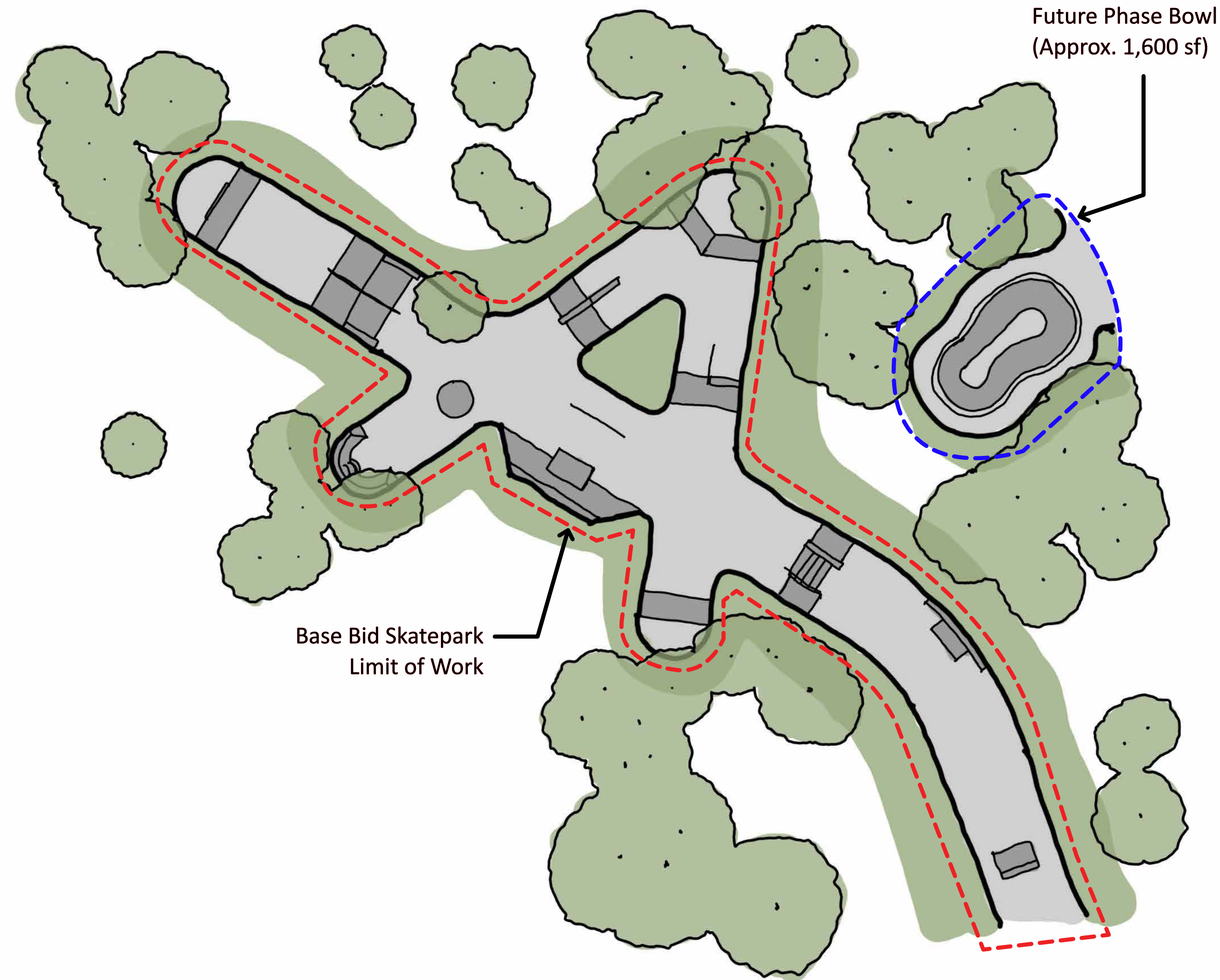
ITEM	ESTIMATED COST
Design Fee	\$65,000
General Conditions	\$110,000
Civil Works	\$140,000
Skatepark Elements (Approx. 10,000 sf)	\$300,000
Clearing and Grubbing	\$37,500
TOTAL	\$652,500
Contingency (10%)	\$72,500

BASE BID TOTAL	\$725,000
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ALTERNATE ITEMS	ESTIMATED COST
Future Phase Bowl (Approx. 1,600 sf)	\$150,000
Alternate Skatepark Lighting	\$100,000
Additional Spectator Plaza/Seating	\$40,000
Signage	\$5,000
Trash/Recycling/Bike Rack	\$10,000
Connection Walkways	\$25,000

GRAND TOTAL	\$1,055,000
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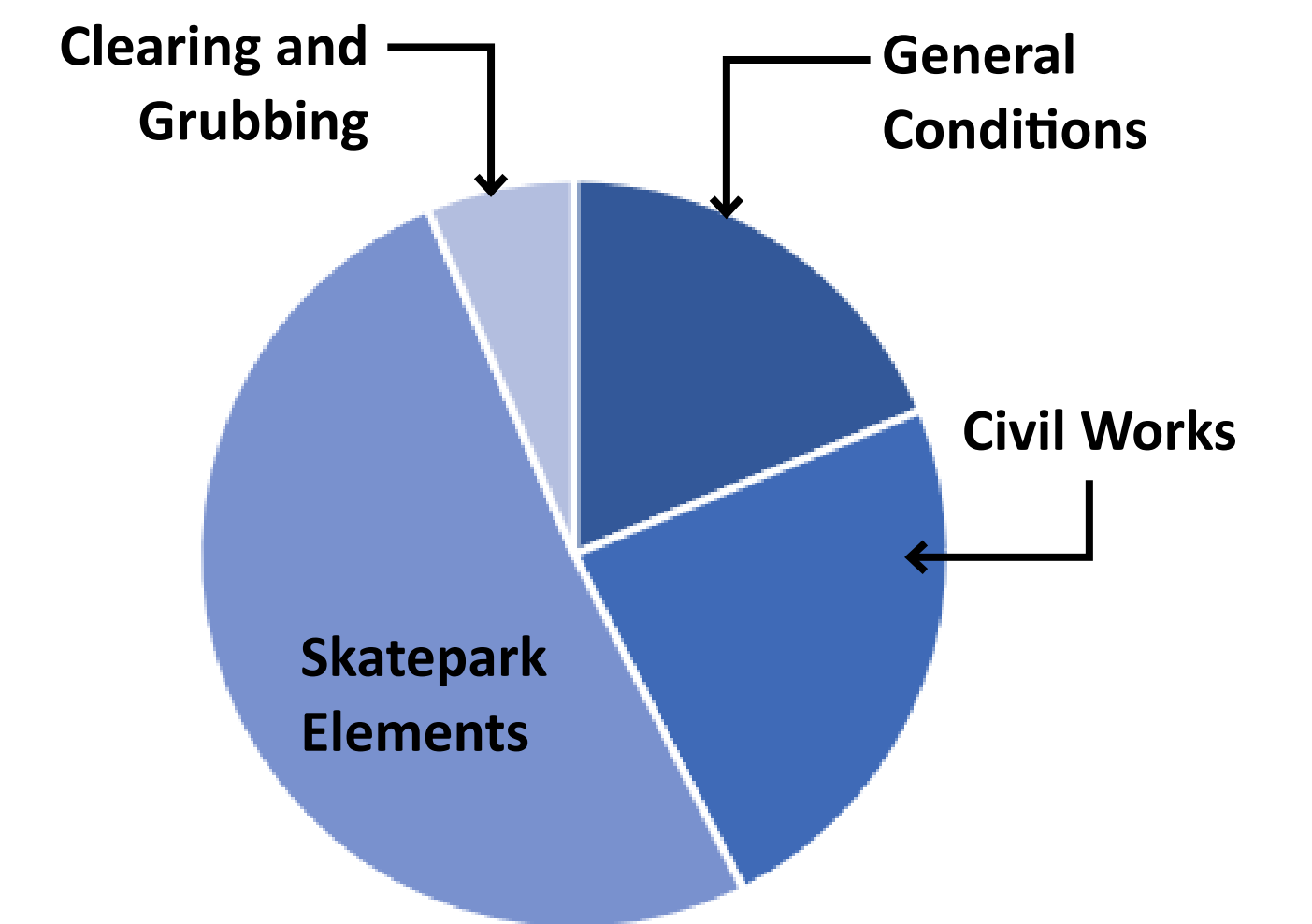
10,000 SF SCHEMATIC CONCEPT WITH ALTERNATE BOWL



KEY ASSUMPTIONS

This estimated cost of construction is based off of the following project assumptions:

- Suitable site soil conditions
- Assuming 1'-0" topsoil removal and replace
- Cedar clearing
- Contractor can stage material and equipment and on site
- Site amenities not included in base bid (park signage, benches, trash cans)
- Skatepark terrain consisting of street plaza terrain with a variety of features for different skill levels
- Skate Park lighting does not include electrical utility service cost
- Site Work and Remediation on any interior planters and exterior landscaping by others



Dripping Springs, TX

June 25, 2021

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City of Dripping Springs

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

Agenda Item Report from:

Council Meeting Date:	June 7, 2022
Agenda Item Wording:	Discuss and consider approval of a rate increase request from Waste Connections related to the 2020 Franchise Agreement between the City of Dripping Springs and Waste Connections. Applicant: John Harris, Waste Connections
Agenda Item Requestor:	John Harris, Waste Connections
Council Member Sponsor:	

Summary/Background:

We currently have a Contract and Franchise Agreement with Waste Connections Lone Star for solid waste services within the City Limits. In the Agreement, Waste Connections can request a rate increase up to once annually based on an increase in "fuel costs, taxes, fee, or regulations." On May 10, 2022, Waste Connections has requested an 8.5% increase in rates for residential services based on an increase in the cost of fuel, wages, and equipment. The back up information related to this request includes equipment increase tracking reports, increase in raw materials and CPI costs, Exxon Mobil price increase including gas, and Diesel Pricing. These increases are in excess of 8.5% as documented. The changes will be as follows:

	<u>July,</u> <u>2020</u>	<u>July,</u> <u>2022</u>	<u>% Increase</u>
Residential Services			
95-Gallon Solid Waste Collection	\$13.75	\$14.92	8.5%
95-Gallon Recycle Collection (Optional)	\$5.50	\$5.97	8.5%

The increase in prices, if approved, will be staggered as the summer bills go out.

11.02. Modification to Rates

- (a) The rates and prices set by Exhibit "A" and Exhibit "C" are to remain in place through the entire contact period as stated, including stated increases. If the Contractor wishes to modify the rates or prices, Contractor must give sixty (60) days notice to the City and rates may only be increased with the approval of the City. If rates are increased, the Contractor shall give sixty (60) days notice to the affected customers. Notice to customers of rate or price increases shall be in a form prescribed by the City. Notice to the City must be by certified mail, return receipt requested.
- (b) At any time during the term of this Agreement, the Contractor may petition the City for rate and price adjustments based on an increase in cost of operations from increased fuel costs, taxes, fee, or regulations. Contractor may seek a rate increase no more than once per year. Any such adjustment of the rates and/or prices requires prior written approval by the City, which approval shall not be unreasonably conditioned, withheld or denied. Failure by the City to act within thirty (30) days of a petition constitutes a denial.
- (c) The rates may only be adjusted by the proportionate share of any change in expenditures (whether capital or operational) required by federal, state or local law, regulation, rule, ordinance, or order that

becomes effective after the Effective Date of this Agreement, if it was not imposed as a penalty sanction because of action or inaction of Contractor to comply with a legal requirement. The rates may only be adjusted by the proportionate share of any change in expenditures (whether capital or operational) necessitated by increased fuel or other costs. The Contractor shall furnish the City with calculations showing the basis for any such adjustment.

Commission Recommendations:	N/a
Actions by Other Jurisdictions/Entities:	N/a
Previous Council Action:	N/a
Recommended Council Action:	Approval of the rate adjustment.
Alternatives/Options:	Deny rate adjustment; ask for additional information.
Budget/Financial Impact:	Increase in charges will lead to a slight increase in franchise fees.
Attachments:	Attachments are listed in report above.
Related Documents at City Hall:	Solid Waste Agreement Documents
Public Notice Process:	If approved, the City and Waste Connections will issue a press release.
Public Comments:	
Enforcement Issues:	
Comprehensive Plan Element:	
Next Step/Schedule:	If approved, a press release will be issued.

WCLS06242020

SOLID WASTE SERVICES AGREEMENT

A Solid Waste Services Agreement (this “Agreement”) is hereby entered into between the City of Dripping Springs (“City”), a Texas municipality, and Waste Connections Lone Star (“Contractor”), a Texas corporation, referred to jointly as the Parties.

PREAMBLE

- WHEREAS**, the City is a municipal corporation organized under the laws of the State of Texas and, pursuant to the Texas Constitution and state statutes, possesses the power to protect and promote the public health, safety, and welfare, to regulate the use of the public rights-of-way, and to issue and revoke licenses; and
- WHEREAS**, the City owns or is the proprietor over public streets, rights-of-way, alleys, and other public property and acts as trustee and guardian for the benefit of City citizens; and
- WHEREAS**, pursuant to the laws of the State of Texas, the Texas legislature has recognized and established that an incorporated municipality may make a reasonable, lawful charge for the use of public rights-of-way within the municipality; and
- WHEREAS**, uncollected garbage or a chaotic system whereby garbage is disposed of on an irregular basis without enforcement of reasonable rules would constitute both a health hazard and a nuisance; and
- WHEREAS**, the City seeks to preserve the quality of life by minimizing noise, odor, and litter related to solid waste collection, and to protect pedestrians and motorists by limiting the number of trucks operating near residences, parks, and schools; and
- WHEREAS**, the City Council has determined that the centralized and coordinated availability of refuse collection services in the City will promote the public health, safety, and general welfare of the residents of the City and would serve the public interest; and
- WHEREAS**, the City publicly issued a Request for Proposals for Solid Waste Services on March 2020 (the “RFP”), and subsequently reviewed submissions by four (4) different potential vendors; and
- WHEREAS**, Contractor, is organized as a Texas corporation, and is now and has been engaged in solid waste services in the State of Texas; and
- WHEREAS**, the City Council finds Contractor to be the most qualified vendor, with the best proposal to serve the community; and
- WHEREAS**, the City Council finds that the public interest will be served by entering into an exclusive solid waste services agreement with Contractor to provide services within the boundaries of the City of Dripping Springs, Texas.

NOW, THEREFORE, in consideration of the mutual covenants herein provided, the City and Contractor agree as follows:

1.00 DEFINITIONS

- 1.01. Brush & Yard Waste – All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste, or Stable Matter.
- 1.02. Bulky Waste – Stoves, refrigerators, hot water heaters, washer and dryer machines, furniture and other similar household waste materials that do not fit in the cart. This excludes refrigerant charged appliances.
- 1.03. Bundled Brush – Tree, shrub and brush trimmings or newspaper and magazines securely tied together, forming an easily handled package not exceeding two (2) feet in length or thirty-five (35) pounds in weight.
- 1.04. Cart(s) – Waste receptacle provided by the Contractor not to exceed 95-gallon capacity.
- 1.05. City – The City of Dripping Springs, an incorporated Type-A, General Law municipality located in Hays County, Texas
- 1.06. Commercial Unit – All premises, locations or units, public or private, requiring refuse and recycling collection and disposal services that are not used as a single-family residence within the corporate limits of the City. This term does not include duplexes and four-family units (quadruplex).
- 1.07. Construction Debris – Waste building materials resulting from construction remodeling, repair or demolition operations.
- 1.08. Contractor – Waste Connections Lone Star, a Texas corporation, and its employees, agents, representatives, and independent contractors.
- 1.09. Customer – An occupant (or occupants) of a residential unit or commercial unit who generates refuse and recyclable materials.
- 1.10. Dead Animals – All wild animals and all domesticated animals more than ten (10) pounds in weight, or portions thereof that have expired from any cause, except those slaughtered or killed for human use.
- 1.11. Disposal Site – A refuse depository licensed or permitted by the State of Texas, including but not limited to, sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted, or approved to receive for processing or final disposal of refuse and dead animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

- 1.12. Excluded Waste – Any Hazardous Waste, any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as currently or in future defined as such by applicable Federal, State or Local laws or regulations, or other refuse prohibited for disposal at a sanitary landfill.
- 1.13. Garbage – Dead domesticated animals of less than ten (10) pounds in weight, except those slaughtered for human consumption; every accumulation of solid waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers, and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents), except (in all cases) any matter included in the definition of Excluded Waste, Brush and Yard Waste, Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, or Stable Matter.
- 1.14. Hazardous Waste – Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency, or appropriate agency of the state, to be “hazardous” as that term is defined by or pursuant to Federal or State law.
- 1.15. Landfill – Any facility receiving Municipal Solid Waste or Construction and Demolition Waste under the regulation and authority of the Texas Commission on Environmental Quality (TCEQ), or a successor agency.
- 1.16. Occupied – A parcel of property is deemed occupied when either water or power services are being supplied thereto or when the owner of the property expressly requests service pursuant to this Agreement.
- 1.17. Recycling Bin – A receptacle with a capacity of ninety-five (95) gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance into the container by vectors. The top of the recycling bin shall have a diameter greater than or equal to that of the base.
- 1.18. Refuse – This term shall refer to residential and commercial municipal solid waste and bulky waste, bundled brush, construction debris and stable matter generated at a residential or commercial unit, unless the context otherwise requires.
- 1.19. Residential Unit – A single family dwelling within the corporate limits of the City. This term shall also include duplexes and three- or four-unit multiplexes.
- 1.20. Recycling – “Recycle” or “Recycling” means any process or portion thereof by which solid waste or materials which would otherwise become solid waste are separated, collected, and processed for reuse or returned to use or to market in the form of raw materials or products.

- 1.21. RFP – That certain Request for Proposals for Solid Waste Services issued by the City on March 2020, a copy of which is attached hereto as Exhibit “C”.
- 1.22. Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- 1.23. Year – Each 365– or 366–day period during the term hereof commencing upon the effective date of this Agreement and each anniversary thereafter and ending the day prior to the next such anniversary date.

2.00 FRANCHISE

- 2.01. Exclusive Franchise – The Contractor is hereby granted the sole and exclusive authority by the City for collection and disposal of refuse and recyclable materials within the territorial jurisdiction of the City as set forth below. The activities governed by this Agreement shall consist of the items contained in this Agreement, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the agreement. The City hereby grants the exclusive right and privilege to Contractor to perform all of the services set forth in the RFP. The City may, in its sole discretion, enforce the exclusivity provisions of the Agreement against third–party violators, considering the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of the Agreement against third–party violators, including, but not limited to, seeking injunctive relief and/or damages, and the City shall use good–faith efforts to cooperate in such enforcement actions brought by Contractor. The City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the Agreement, including, without limitation, the exclusive service rights granted to Contractor pursuant to the Agreement.
- 2.02. Contractor’s Obligations – The Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide refuse and recycling collection, removal, and disposal services for all customers as specified in this Agreement. Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain Excluded Waste; (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the CITY and the producer of the Excluded Waste, if the producer can be readily identified; and (c) the City will use best efforts to work with the Contractor to ensure that Excluded Waste is appropriately disposed of and that the producer is held responsible for the Excluded Waste.
- 2.03. City’s Obligations – The City shall comply with any description of and/or procedures with respect to removal of contaminants as reasonably provided by Contractor. If the City fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Any equipment furnished hereunder by Contractor to the City shall remain the property of Contractor; however, the City shall have care, custody and control of the equipment while at the City service locations. The City shall not overload

(by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. The City must provide unobstructed access to the equipment on the scheduled collection day. The word “equipment” as used in this Agreement shall mean all containers used for the storage of non-hazardous solid waste for the City.

- 2.04. Violation Notices – The City authorizes Contractor to send a Notice of Violation to a property owner utilizing solid waste services of another vendor. Contractor agrees to notify the City of any known violations. The City agrees to coordinate with Contractor with respect to enforcement of the exclusive franchise granted herein.
- 2.05. Roll-Offs Excluded – An exception to the exclusive franchise granted herein is recognized for Roll-Off Dumpster Service utilized for building construction.

3.00 COLLECTION AND DISPOSAL SERVICES

3.01. Residential Service

- (a) All services will be provided as described in Exhibit “B” Solid Waste RFP: Applicant Qualifications, except in the case that this Agreement conflicts with any provision of Exhibit “B” or Exhibit “C”, this Agreement controls. Provisions included in pages 111–113 of Exhibit “B” are not included other than as incorporated into this Agreement.
- (b) Frequency: Contractor shall provide curbside collection of garbage for occupied residential units one (1) time per week.
- (c) Set-Out Time: Carts and bags shall be required to be placed at curbside by 7:00 a.m. on the designated collection day.
- (d) Collection Days: Contractor shall inform the City which two (2) days of the week are collection days under this Agreement for the once per week collection day for residences.
- (e) Carts: The Contractor shall be required to collect one (1) 95-gallon cart (up to fifty (50) pounds and five (5) feet in length cart). The Contractor will furnish the carts to each customer. The Contractor will retain ownership of these carts and will be responsible for their replacement due to normal wear and tear. However, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a customer, the customer will be responsible for the replacement of a cart due to negligence or abuse plus a twenty-five-dollar (\$25.00) delivery fee. The replacement cost for a cart shall be seventy-five dollars (\$75.00).
- (f) Additional Receptacles: For an additional charge or charges to the customer, Contractor will collect any additional carts or recycling bins requested by the customer, and up to an additional five (5) extra bags of garbage (up to thirty (30) gallons).

(g) Recycling: Contractor shall provide recycling upon request of residential customer. If requested, Contractor shall collect single-stream recycling on the same day as refuse collection for the occupied residential unit one (1) time per week for all residential units. Recyclables include:

- (1) Kraft Paper
- (2) Cardboard Egg Cartons
- (3) Cardboard Trays
- (4) Smooth Cardboard (food and shoe boxes, tubes, file folders, product packaging)
- (5) Pizza Boxes
- (6) Paper Cups
- (7) Corrugated Containers (with liners of kraft, jute, or test liner including dry food boxes, beer and soda carriers, and shoe boxes)
- (8) Old Newspaper including slick paper inserts
- (9) Chipboard
- (10) Other Mixed Paper (including but not limited to junk mail, junk mail inserts, residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, magazines, paperback books, small catalogs, telephone books and Yellow Pages)
- (11) Program Plastic Recyclable Material 5
#1-#7 Rigid Plastic Bottle Container, Jug, or Jar
- (12) Program Aluminum and Steel Recyclable Material
Beverage Container
Food Container
Lids
- (13) Program Glass Recyclable Material 7
Food and Beverage Bottles, Containers, and Jars

(h) Cart Placement – Each Cart, Bin, and/or Bag shall be placed at curbside for collection.

- (i) Curbside refers to that portion of right-of-way adjacent to paved or traveled City Roadways. Carts, Bins, and Bags shall be placed as close to the roadway as practicable to an access point for the collection vehicle. Contractor may decline to collect any Bin, or Bag not so placed or any refuse or recyclable material not in a cart, bin, or bag. Carts shall be returned to within five (5) feet of customer's placement without obstructing traffic or damaging landscaping.

3.02. Commercial

- (a) Frequency – Contractor shall provide commercial dumpster pick up at least one (1) time per week.
- (b) Charges – This service will be charged by the cubic yard.
- (c) Dumpster Options – Contractor will provide commercial customers the option of front or rear-load services.
- (d) Recycling – Contractor will provide recycling to commercial customers on request.

3.03. Other Collection Services and Community Benefits

- (a) Roll-off Dumpster Service – Contractor will provide, on request, roll-off dumpsters of varying sizes. The exclusive franchise granted by this Agreement does not apply to Roll Off Dumpster service.
- (b) Brush & Bulk Waste Collection – Contractor will collect brush, leaves, branches, and bulky waste every other week for residential customers. Contractor will pick up as much as four cubic yards per every-other-week pick up. Residential customers may request special pickup with pricing determined on the type and volume of waste pickup.
- (c) Special Needs Service – Contractor shall make reasonable accommodations for the elderly and the disabled when requested in writing and approved by the City.
- (d) Municipal Events:

Contractor shall provide refuse collection during special events including, but not limited to:

1. Founders Day;
2. Dripping Springs Fair and Rodeo; and
3. Christmas on Mercer.

In addition to providing refuse collection during Founders Day, Contractor shall provide the City with cardboard containers for this event.

- (e) Municipal Facilities:

Contractor shall transport solid waste from the following city facilities including, but not limited to:

1. City Hall;
2. Dripping Springs Ranch Park;
3. Founders Memorial Park;
4. Sports and Recreation Park;
5. Charro Ranch Park; and
6. the Dripping Springs Wastewater Treatment Plant.

Name	Address	LOB	Qty	Service	Frequency
FOUNDERS MEMORIAL PARK	27900 RANCH ROAD 12	RESI	1	95G-trash	1x
CITY OF DRIPPING SPRINGS	0000 SPORTS PARK DR	COMM	1	4yd-trash	1x
CITY OF DRIPPING SPRINGS	0000 SPORTS PARK DR	RESI	12	95G-trash	1x
DRIPPING SPRINGS CITY HALL	511 W MERCER ST	COMM	1	2yd-trash	1x
CITY OF DRIPPING SPRINGS	1042 DS RANCH RD	RESI	20	95G-trash	1x
CITY OF DRIPPING SPRINGS	1042 DS RANCH RD	RESI	2	95G-recycle	1x
DRIPPING SPRINGS RODEO ARENA	1042 EVENT CENTER DR	COMM	2	8yd-trash	1x
CITY OF DRIPPING SPRINGS	23127 RANCH ROAD 12	RESI	1	95G-trash	1x
CITY OF DRIPPING SPRINGS	22322 RANCH ROAD 150	R.O	1	30yd-trash	quarterly
CITY OF DRIPPING SPRINGS	101 OLD FITZHUGH RD	R.O	1	30yd-trash	2x annually
DRIPPING SPRINGS RANCH PARK	1042 EVENT CENTER DR	R.O	2	30yd-trash	weekly

- (f) Community Benefits
1. Ten thousand dollars (\$10,000) grant to the City for the City’s Master Park and Open Space Plan.
 2. Sponsorship of the DSISD’s Denim & Diamonds Fundraiser Gala.
 3. Sponsorship of the Dripping Springs Fair & Rodeo.
 4. Gold Sponsor of the Founders Day Festival.
 5. Founders Day Parade Float participant.

3.04. Performance Standards

- (a) City and Contractor agree that the goal of this Agreement shall be to enhance sanitary and aesthetic living conditions for City's citizens; protect the environment; deliver consistent, reliable, convenient, safe services; provide for respectful, friendly, responsive communications with customers; and to show a commitment to the community.
- (b) Contractor will be required to comply with the following conditions:
1. Cart Placement – Residential carts shall be returned to within five (5) feet of customer's placement without obstructing traffic or damaging landscaping.
 2. Closing Lids – Contractor will make every effort to close lids and leave street(s) uniform wherever possible.
 3. Street Obstacles – Contractor shall make all reasonable efforts to collect garbage and recycling regardless of barriers (i.e., blocked streets) except when the safety and health of the Contractor's employees or the public is placed in danger.
 4. Litter Control – Contractor will not leave loose trash which, during collection, may fall in the streets or yards of the residents and Contractor will make every reasonable effort to keep the City's streets clean and free of litter.
 5. Engine Braking – Drivers will be expressly forbidden to use their emergency brake to stop a moving truck. No engine breaking is allowed in the City.
 6. School Safety – Contractor will not provide collection service one-half (1/2) hour prior to or one (1) hour after dismissal on a scheduled school date on streets directly adjacent to school campuses.
 7. Consistency – Contractor will make every effort to maintain a consistent route schedule.
 8. Rescheduling Pickups – In the event of equipment breakdowns or missed pick-ups, Contractor will make every effort to notify the customer if the service will be delayed or rescheduled for another pick-up day, no more than two days from the date of notice.
 9. Customer Service Voicemail – Contractor will maintain a 24 hour-per-day, 7 day-per week voice mail system to be responsive to customer communications.
 10. Uniforms – Contractor's collections crews shall wear a uniform while in the City identifying the Contractor.

4.00 OPERATION

- 4.01. Hours of Operation – Collection days shall be Monday through Saturday, and collection shall not start before 7:00 a.m. or continue after 6:00 p.m. Evening collections schedules can be approved by the City for commercial customers whose facilities do not abut

residential areas upon written request by Contractor. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

- 4.02. Routes of Collection – Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time to time propose to the City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City’s approval of the proposed changes, Contractor shall promptly give written or published notice to the affected customers.
- 4.03. Holidays – If a holiday falls on a normal collection day, collection will resume the following day. The following shall be holidays for purposes of this Agreement:
- Christmas Day
New Year’s Day
Thanksgiving Day
- 4.04. Complaints – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. A copy of any written complaints received by Contractor must be given to City within ten (10) days of receipt. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the refuse not collected within twenty-four (24) hours after the complaint is received. Repeated failure to address customer complaints can constitute a breach if City notifies Contractor in accordance with this Agreement.
- 4.05. Collection Equipment – The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.
- 4.06. Office – The Contractor shall maintain an office or such other facilities through which he can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on Monday through Friday.
- 4.07. Hauling – All refuse hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing is minimized.
- 4.08. Disposal – All refuse collected for disposal by the Contractor shall be hauled to a disposal site. The charge for disposal shall be included in the rate set forth in Exhibit “A” for each residential or commercial unit serviced by the Contractor.
- 4.09. Notification – The Contractor shall notify all customers about complaint procedures, rates, regulation, and day (s) for scheduled refuse collection, and of bulk and brush collections including description of items eligible and/or suitable for pickup and of placement and assembly of items for pickup (ex: bundled, cut, size, width, weight, etc.). Notification may be made via publication.

- 4.10. Point of Contact – Contact between the parties regarding any issues arising out of this Agreement shall be as follows:

Waste Connections Lone Star
 Attention: District Manager
 9904 FM 812
 Austin, Texas 78719

City of Dripping Springs
 Attention: Deputy City Administrator
 P.O. Box 384
 Dripping Springs, Texas 78620

With a copy to:
 Waste Connections US, Inc.
 Attention: Legal Department
 3 Waterway Square Place, Suite 110
 The Woodlands, Texas 77380

- 4.11. Leaks – Contractor’s vehicles shall not leak liquids such as motor oil, antifreeze, transmission oil, or hydraulic fluid onto the streets, alleys, or sidewalks of the City. If such a leak occurs, the Contractor shall have twenty-four (24) hours to clean up such spills before a fine is levied. Spills which have not been cleaned up within twenty-four (24) hours may subject the Contractor, at the City’s sole discretion, to a penalty of two hundred dollars (\$200.00) per occurrence.

5.00 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws. Wages of all employees of the Contractor will equal or exceed the minimum wage requirements of state and federal law.

6.00 NONDISCRIMINATION

The Contractor shall not discriminate against any person, including customers, employees, and prospective employees, because of race, sex, age, creed, color, religion or national origin.

7.00 INDEMNITY

INDEMNIFICATION. CONTRACTOR HEREBY RELEASES, AND SHALL CAUSE ITS INSURERS, ITS SUBCONTRACTORS, TO RELEASE CITY AND ITS AGENTS AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION WHICH CONTRACTOR, ITS INSURERS, AND/OR ITS SUBCONTRACTORS MIGHT OTHERWISE POSSESS RESULTING IN OR FROM OR IN ANY WAY CONNECTED WITH ANY LOSS COVERED OR WHICH SHOULD HAVE BEEN COVERED BY INSURANCE MAINTAINED AND/OR REQUIRED TO BE MAINTAINED BY CONTRACTOR AND/OR ITS SUBCONTRACTORS PURSUANT TO THIS AGREEMENT, EXCEPT TO THE EXTENT SUCH CLAIMS OR CAUSES OF ACTION ARISE FROM OR ARE ATTRIBUTED TO THE SOLE OR CONCURRENT NEGLIGENCE OF ANY CITY AGENT OR FROM STRICT LIABILITY.

8.00 LICENSES, TAXES, AND CONFLICTS OF INTEREST

The Contractor shall obtain all licenses and permits and pay all taxes required by local, state, and federal law. Texas law requires that vendors make certain disclosures. Prior to the effective date of this Agreement, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). Contractor agrees by approving this Agreement that it is in compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor shall also comply with the requirements related to 1295 filing through the Texas Ethics Commission.

9.00 DURATION

- 9.01. Effective Date – This Agreement shall be effective upon execution by both parties.
- 9.02. Initial Term – The Agreement shall be for a five year term beginning July 1, 2020 and ending June 30, 2025.
- 9.03. Initial Commencement Date – Except as provided in Section 9.04, Contractor shall commence services under this Agreement to individual customers under this Agreement immediately upon execution of this Agreement.
- 9.04 Delayed Commencement Date – The following services shall have a delayed start, but no later than August 3, 2020:
- a. Bulk & Brush services referenced in 3.03(b); and
 - b. the Residential Recycling Services outlined in 3.01(g) for any residents who will be newly introduced to the program.

10.00 INSURANCE

- 10.01. Liability Insurance – The Contractor shall maintain throughout the term of this Agreement, extended coverage and general liability insurance and automobile liability insurance with an insurance company licensed to do business in the State of Texas, insuring against claims for liability or damages. The City shall be named as an additional named insured on the policy. Proof of insurance coverage in conformance with this Agreement shall be provided to the City within thirty (30) days of the effective date of this Agreement and prior to the performance of any waste collection activities by Contractor otherwise authorized by this Agreement. Extended coverage insurance under this section shall be a minimum of One Million and No/ 100 Dollars (\$ 1,000,000 general aggregate and One Million and No/100 Dollars (\$ 1,000,000.00) per occurrence for the protection of the public in connection with:
- (a) Liability to persons or damages to property, in any way arising out of or through the acts or omissions of Contractor, its servants, agents or employees or to which Contractor’s negligence shall in any way contribute; and
 - (b) Arising out of Contractor’s operations and relationships with any independent Contractor or subcontractor.

10.02. Workers Compensation – The Contractor shall maintain throughout the term of this Agreement workers compensation insurance to cover all employees engaged in activities related to this Agreement and such insurance shall contain a waiver of subrogation as to any claim against the City.

10.03. Approved Form – The insurance policies obtained by the Contractor in compliance with this section shall be approved by the City Attorney, and such insurance policy, along with written evidence of payment of required premiums, shall be filed and maintained with the City Secretary during the term of this Agreement, and shall be changed from time to time to reflect changing liability limits, as reasonably required by the Council. The Contractor shall immediately advise the City Attorney of any significant litigation, actual or potential that may develop that would affect this insurance.

10.04. Conditions – All insurance policies maintained pursuant to this Agreement shall contain the following conditions by endorsement:

“The City of Dripping Springs shall be named an additional insured and the term “additional insured” or “City of Dripping Springs” shall include all authorities, Boards, Bureaus, Councils, Commissions, Divisions, Departments, and offices of the City and the individual members, employees, and agents thereof in their official capacities and/or while acting on behalf of the City.

Notice of any cancellation or material change in policies shall be given to the City Administrator in accordance with the applicable notice provisions of the policies.

Insurers shall have no right of recovery against the City, it being the intention that the insurance policies shall protect the Contractor and the City and shall be primary coverage for all losses covered by the policies.

The policy clause “Other Insurance” shall not apply to the City of Dripping Springs where the City is an insured on the policy.

Companies issuing the insurance policies shall not have recourse against the City of Dripping Springs for payment of any premiums or assessments which all are set at the sole risk of the Contractor.”

10.05. Acceptability – If the City Attorney of Dripping Springs determines that a certificate of insurance is acceptable evidence of insurance coverage, a copy of the endorsement required under the above item shall be attached to the certificate of insurance.

11.00 PAYMENT BASIS AND METHOD

11.01. Rates

- (a) For collection and disposal services required to be performed, the charges shall not exceed the rates as fixed by Exhibit "A" and Exhibit "C" attached, as adjusted in accordance with this Agreement.
- (b) The refuse collection charges provided by this Agreement shall include all disposal and related costs.
- (c) The refuse collection charges provided by this Agreement also do not include a seven percent (7%) franchise fee that is to be paid to the City. Such franchise fee shall be in addition to the refuse collection charges set forth in Exhibit "A" and Exhibit "C".

11.02. Modification to Rates

- (a) The rates and prices set by Exhibit "A" and Exhibit "C" are to remain in place through the entire contact period as stated, including stated increases. If the Contractor wishes to modify the rates or prices, Contractor must give sixty (60) days notice to the City and rates may only be increased with the approval of the City. If rates are increased, the Contractor shall give sixty (60) days notice to the affected customers. Notice to customers of rate or price increases shall be in a form prescribed by the City. Notice to the City must be by certified mail, return receipt requested.
- (b) At any time during the term of this Agreement, the Contractor may petition the City for rate and price adjustments based on an increase in cost of operations from increased fuel costs, taxes, fee, or regulations. Contractor may seek a rate increase no more than once per year. Any such adjustment of the rates and/or prices requires prior written approval by the City, which approval shall not be unreasonably conditioned, withheld or denied. Failure by the City to act within thirty (30) days of a petition constitutes a denial.
- (c) The rates may only be adjusted by the proportionate share of any change in expenditures (whether capital or operational) required by federal, state or local law, regulation, rule, ordinance, or order that becomes effective after the Effective Date of this Agreement, if it was not imposed as a penalty or sanction because of action or inaction of Contractor to comply with a legal requirement. The rates may only be adjusted by the proportionate share of any change in expenditures (whether capital or operational) necessitated by increased fuel or other costs. The Contractor shall furnish the City with calculations showing the basis for any such adjustment.

11.03. Quarterly Invoices to Customers – Contractor shall submit quarterly statements to, and collect from, all Residential and Commercial customers for services provided by the Contractor pursuant to this Agreement.

11.04. Quarterly Reports to City – Contractor shall submit quarterly reports to the City summarizing the number and type of accounts serviced, and rates charged to customers.

- 11.05. Delinquent & Closed Accounts – The Contractor may discontinue refuse collection service for any residential or commercial customer for failure to pay the required fees upon the account becoming two (2) months delinquent. After full payment of the delinquent amount and a late fee has been received, the Contractor shall resume refuse collection on the next regularly scheduled collection day.
- 11.06. City Right to Review – The City shall have the right to review the books and records of the Contractor related to the services described by this Agreement.
- 11.07. Franchise Fee – Within thirty (30) days after the end of each quarter, Contractor will submit a franchise fee payment to the City equal to seven percent (7%) of all fees actually collected from customers pursuant to this Agreement during the previous quarter.

12.00 TRANSFERABILITY AND AMENDMENT

No Assignment of the agreement or any right occurring under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the City. All provisions of the agreement shall be strictly complied with and conformed to by the Contractor, and no amendment to this Agreement shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the agreement except as specifically provided for in such amendment.

13.00 RIGHTS OF CONTRACTOR

The City, during the term of this Agreement, shall not enter into any agreement with a third party to obtain the services performed by the Contractor under this Agreement and shall not suffer or permit any other party to provide similar service within the City. This provision does not apply to temporary arrangements made pursuant to the Force Majeure clause of this Agreement.

14.00 OWNERSHIP

Title to non-excluded Refuse and recyclable material shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Recycling bin, or removed by Contractor from the Customer's premises, whichever last occurs. Title to Excluded Waste shall at all times remain with the generator of such waste.

15.00 EXCLUSIONS

This Agreement shall not cover Excluded Waste. Contractor may agree, but shall not be required, to haul human waste or stable matter, hazardous waste, auto parts, rocks, concrete, sand, gravel, dirt, construction debris or other Excluded Waste.

16.00 SUBCONTRACTORS

Use of subcontractors by the Contractor or subsidiaries or affiliates of the Contractor for technical or professional services shall not be considered an assignment of this Agreement; provided that in any such event the Contractor remains responsible for all services and performance provided

under this Agreement. The City reserves the right to object, in writing, to the use of specific subcontractors. No subcontractor may be used over the City's objection.

17.00 RIGHTS OF THE CITY

17.01. In the event of a material breach by Contractor, the City shall have the right to terminate this Agreement if written notice of the breach is given to Contractor and the problem has not been cured within thirty (30) days. A decision by the City to terminate this Agreement may be appealed to the City Council. Failure of the City Council to act within thirty (30) days constitutes a ratification of the City's decision.

17.02. This Agreement shall not be construed or in interpreted as the City having waved any regulatory or police powers, except to the extent, if any, specifically provided herein.

18.00 FORCE MAJEURE AND INTERRUPTION OF SERVICE

The Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, strike, fire, accident, epidemic, pandemic, act of God, or similar or different contingency beyond the reasonable control of the Contractor. If service under the agreement is discontinued for more than forty-eight (48) hours beyond the regular schedule, regardless of fault, the City may seek other temporary arrangements with third parties. Temporary arrangements will not constitute a breach of the exclusive franchise granted to Contractor if the temporary arrangement ends when Contractor is ready, willing, and able to recommence performing its obligations.

19.00 SEVERABILITY

In the event that any provision of this Agreement, or portion thereof, shall be found to be invalid or unenforceable, then, such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of this Agreement shall not affect the validity or enforceability of any other provision or portion thereof within the Agreement.

20.00 ENTIRE AGREEMENT

This Agreement, including the Exhibits, constitutes the entire agreement and understanding between the parties, and shall not be modified, altered, or amended unless in a writing signed by both parties.

21.00 VENUE FOR DISPUTES

In the event that a lawsuit is brought concerning events arising out of this Agreement, the venue for such action is Hays County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas. The prevailing party in any such lawsuit shall be entitled to recover all of its reasonable and necessary attorney's fees and costs.

22.00 CUMULATIVE REMEDIES

Execution of this Agreement shall not preclude or limit the ability of either party to seek any and all remedies provided by law, nor shall pursuit of any remedy provided for in this Agreement constitute waiver of any performance due or any damages accruing by reason of violation of this Agreement. No waiver of any violation arising hereunder shall constitute waiver of any other violation. Forbearance to enforce one or more remedy in the case of default shall not be deemed waiver of such default.

23.00 TRANSITION

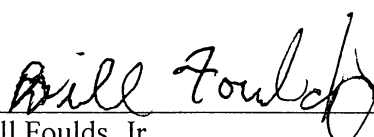
23.01. Upon execution of this Agreement, City and Contractor shall jointly formulate and distribute notification to all solid waste customers in the city limits informing them of this Agreement and providing an anticipated schedule for collections.

23.02. As the City annexes new territory into the city limits, City will notify Contractor and customers.

IN WITNESS WHEREOF, the City and Contractor hereby execute this Agreement as duly authorized by the respective parties.

WASTE CONNECTIONS LONE STAR, CITY OF DRIPPING SPRINGS:
INC.

By: _____
Name: Robert A. Nielsen III
Title: Regional Vice President – Southern
Region

By:  _____
Name: Bill Foulds, Jr.
Title: Mayor

22.00 CUMULATIVE REMEDIES

Execution of this Agreement shall not preclude or limit the ability of either party to seek any and all remedies provided by law, nor shall pursuit of any remedy provided for in this Agreement constitute waiver of any performance due or any damages accruing by reason of violation of this Agreement. No waiver of any violation arising hereunder shall constitute waiver of any other violation. Forbearance to enforce one or more remedy in the case of default shall not be deemed waiver of such default.

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INC.

By: Robert A. Nielsen III
Name: Robert A. Nielsen III
Title: Regional Vice President – Southern Region

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

**EXHIBIT "A"
COLLECTION CHARGES**

Exhibit A

Residential Services

95-Gallon Solid Waste Collection	\$13.75
95-Gallon Recycle Collection (Optional)	\$5.50

Commercial Dumpster Services

Beginning Rates - July 1, 2020

		Service Frequency (x/wk)				
		1	2	3	4	5
Container Size	2 yd	\$ 35.16	\$ 85.00	\$ 105.00	\$ 125.00	\$ 145.00
	3 yd	\$ 49.45	\$ 120.00	\$ 150.00	\$ 180.00	\$ 210.00
	4 yd	\$ 70.32	\$ 140.00	\$ 180.00	\$ 220.00	\$ 260.00
	6 yd	\$ 89.63	\$ 178.00	\$ 248.00	\$ 308.00	\$ 368.00
	8 yd	\$ 119.51	\$ 239.00	\$ 358.00	\$ 438.00	\$ 518.00
	10 yd	\$ 139.51	\$ 259.00	\$ 378.00	\$ 478.00	\$ 578.00

Rates Adjusted - December 1, 2020

		Service Frequency (x/wk)				
		1	2	3	4	5
Container Size	2 yd	\$ 36.92	\$ 89.25	\$ 110.25	\$ 131.25	\$ 152.25
	3 yd	\$ 51.92	\$ 126.00	\$ 157.50	\$ 189.00	\$ 220.50
	4 yd	\$ 73.84	\$ 147.00	\$ 189.00	\$ 231.00	\$ 273.00
	6 yd	\$ 94.11	\$ 186.90	\$ 260.40	\$ 323.40	\$ 386.40
	8 yd	\$ 125.49	\$ 250.95	\$ 375.90	\$ 459.90	\$ 543.90
	10 yd	\$ 146.49	\$ 271.95	\$ 396.90	\$ 501.90	\$ 606.90

Rates Adjusted - July 1, 2021

		Service Frequency (x/wk)				
		1	2	3	4	5
Container Size	2 yd	\$ 42.46	\$ 102.64	\$ 126.79	\$ 150.94	\$ 175.09
	3 yd	\$ 59.71	\$ 144.90	\$ 181.13	\$ 217.35	\$ 253.58
	4 yd	\$ 84.92	\$ 169.05	\$ 217.35	\$ 265.65	\$ 313.95
	6 yd	\$ 108.23	\$ 214.94	\$ 299.46	\$ 371.91	\$ 405.80
	8 yd	\$ 144.31	\$ 288.59	\$ 432.29	\$ 528.89	\$ 625.49
	10 yd	\$ 168.46	\$ 312.74	\$ 456.44	\$ 577.19	\$ 697.94

Exhibit A - Continued on next page

Rates Adjusted - July 1, 2022

		Service Frequency (x/wk)				
		1	2	3	4	5
Container Size	2 yd	\$ 48.83	\$ 118.04	\$ 145.81	\$ 173.58	\$ 201.35
	3 yd	\$ 68.67	\$ 166.64	\$ 208.30	\$ 249.95	\$ 291.62
	4 yd	\$ 97.66	\$ 194.41	\$ 249.95	\$ 305.50	\$ 361.04
	6 yd	\$ 124.46	\$ 247.18	\$ 344.38	\$ 394.11	\$ 405.80
	8 yd	\$ 161.87	\$ 323.74	\$ 461.33	\$ 590.83	\$ 719.31
	10 yd	\$ 192.22	\$ 359.65	\$ 524.91	\$ 663.77	\$ 802.63

Rates Adjusted - July 1, 2023

		Service Frequency (x/wk)				
		1	2	3	4	5
Container Size	2 yd	\$ 56.15	\$ 135.75	\$ 167.68	\$ 199.62	\$ 231.55
	3 yd	\$ 78.97	\$ 182.10	\$ 239.55	\$ 287.44	\$ 335.36
	4 yd	\$ 112.31	\$ 223.57	\$ 287.44	\$ 351.33	\$ 415.20
	6 yd	\$ 139.61	\$ 267.08	\$ 382.42	\$ 394.11	\$ 405.80
	8 yd	\$ 161.87	\$ 323.74	\$ 461.33	\$ 590.83	\$ 720.33
	10 yd	\$ 192.22	\$ 384.44	\$ 576.66	\$ 730.44	\$ 884.22

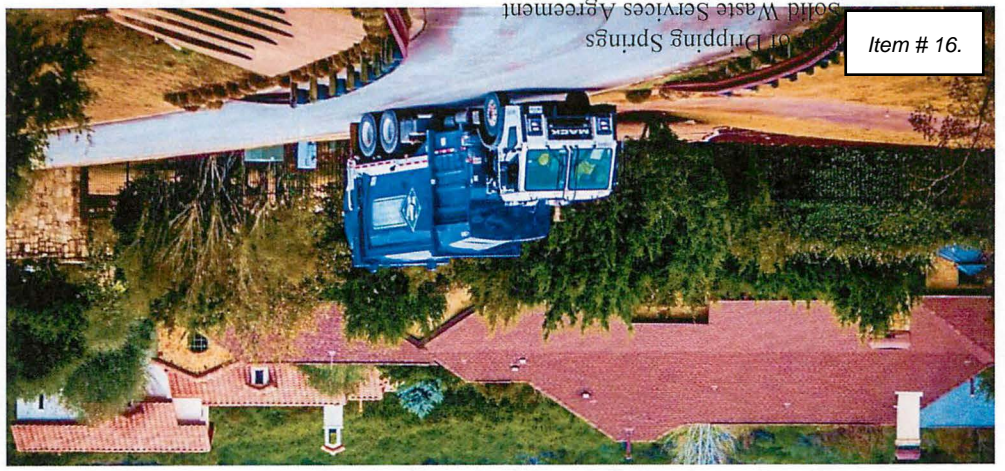
Rates Adjusted - July 1, 2024

		Service Frequency (x/wk)				
		1	2	3	4	5
Container Size	2 yd	\$ 64.57	\$ 137.59	\$ 192.83	\$ 229.56	\$ 266.28
	3 yd	\$ 90.82	\$ 182.10	\$ 273.15	\$ 330.56	\$ 385.66
	4 yd	\$ 117.36	\$ 226.62	\$ 327.79	\$ 404.03	\$ 477.48
	6 yd	\$ 139.61	\$ 267.08	\$ 382.42	\$ 394.11	\$ 405.80
	8 yd	\$ 161.87	\$ 323.74	\$ 461.33	\$ 590.83	\$ 720.33
	10 yd	\$ 192.22	\$ 384.44	\$ 576.66	\$ 730.44	\$ 884.22

WASTE CONNECTIONS
LONE STAR, INC.



Exhibit "B"
Solid Waste RFP



Residential and Commercial waste collection, recycling collection, transport, and disposal of municipal solid waste, including refuse, yard waste, and bulky waste from within the contiguous City Limits and the non-contiguous City Limits (resulting from island annexations) to a disposal or processing site identified by the Applicant.

Solid Waste RFP: Applicant Qualifications

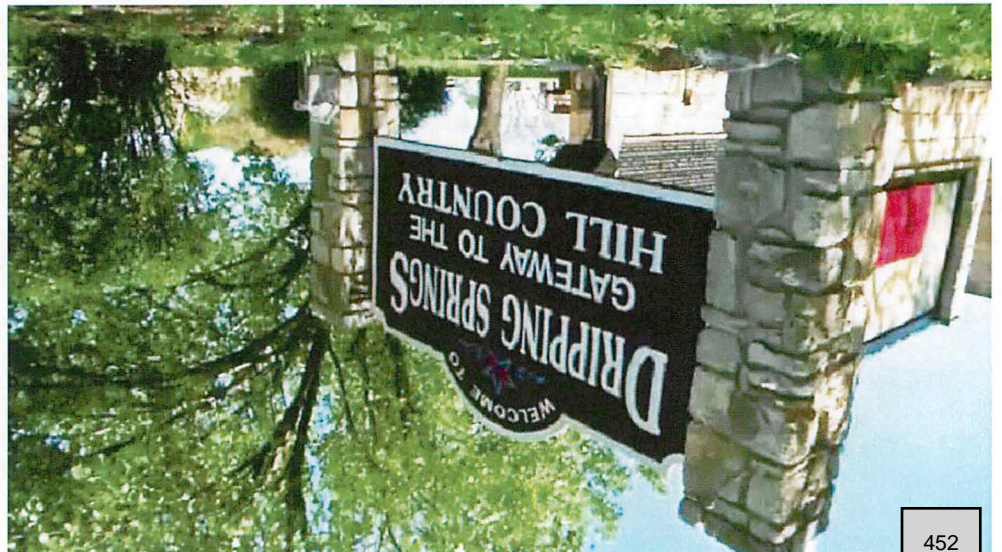


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Waste Connections Lone Star, Inc.

1. List of Applicant's experience with similar projects in Texas **ABOUT WASTE CONNECTIONS LONESTAR, INC.**

A wholly owned subsidiary of Waste Connections (WCN), Waste Connections Lone Star, Inc. (WC) provides excellent services to more than 300 communities in Texas and we have served numerous municipal, commercial, industrial, institutional and residential customers in central Texas for many years. Our guiding principles are to always provide excellent services, safety, responsive communication, compliance with the terms of our agreements, accuracy in correspondence and to treat our customers with respect and dignity.

Waste Connections is national, but also local. Waste Connections employs 200 local Texans, many of whom live in our around Dripping Springs. We have two operating locations; one at 9904 FM 812 south of the airport in Austin and another at 15711 Cameron Road in Pflugerville, just north of Manor. Each has management and supervisory personnel, customer service representatives, Dispatchers and accounting personnel. Both locations include training facilities, safety equipment, collection vehicles, mobile repair vehicles, cart delivery vehicles, and container and cart inventory.

Stability—Overview of Waste Connections

WCN is the third largest publicly traded solid waste services company in North America. WCN is a publicly traded (NYSE and TSX symbol WCN) regional, integrated environmental services company that provides solid waste collection, transfer, disposal, and recycling services, as well as petroleum exploration and production (E&P) throughout the United States and Canada. For more information, see www.wasteconnections.com. From its principal executive offices in Vaughan, Ontario, Canada, and its principal administrative offices in The Woodlands, Texas, WCN serves residential, commercial, industrial customers in 38 U.S. states and five Canadian provinces. WCN owns or operates a network of 271 solid waste collection operations, 133 transfer stations, seven intermodal facilities, 71 recycling operations, and 94 active municipal solid waste ("MSW") landfill facilities.

Growth

Since its founding in 1997 in Vancouver, Washington, WCN has grown into the third largest solid waste and recycling services provider in North America through a series of acquisitions of private and publicly-traded waste companies;

divestitures from other solid waste companies; privatization of governmental operations; and successfully bidding, securing, and maintaining a large number of municipal contracts.

Management Philosophy

The WCN corporate philosophy is based on the belief that the solid waste service business is a local business best managed by professionals living and working in the communities we serve. WCN strives to provide service excellence for those communities that place their trust in our company and are always dedicated to putting our customers first. We look to technology and best practices to help our customers, employees, and shareholders "Connect with the Future."

Both corporate-wide and locally, we are committed to improving the environment for the future of the communities we live in and serve. We believe that our services play an integral part in improving the environment and are always mindful of having the most cost-effective waste management solutions for our customers. In addition, we are committed to the safety of our workers and the communities we serve and have programs in place to continually upgrade our safety management and environmental policies.

WCN's ability to effectively and ethically operate has been driven by our emphasis on integrity since the inception of the Company. Integrity is imperative throughout the organization—not only in the financial and accounting arena, but also in compliance with laws governing our employees, anti-trust and competitive practices. It also applies to our environmental track record as we work with regulators in a large number of states. WCN is committed to this value and continuously strives to have the systems in place to ensure the preservation of integrity. A strong internal and external audit program has been and will continue to be integral to the corporate philosophy.

The WCN Statement of Values, created by a team of corporate, region and district employees, guides our daily and long-term decisions.

Our Core Operating Values

Honoring our commitments provides our stakeholders peace of mind and establishes us as the premier solid waste services company in the markets we serve. This creates a safe and rewarding environment for our employees while protecting the health and welfare of the communities we serve, thereby increasing the value for our shareholders.

Safety

We strive to assure complete safety of our employees, our customers and the public in all of our operations. Protection from accident or injury is paramount in all we do. Waste Connections has the best safety record of any publicly-held company in the industry.

Integrity

We define integrity as “saying what you will do and then doing it.” We keep our promises to our customers, our employees and our shareholders. We do the right thing, at the right time, for the right reason.

Customer Service

We provide our customers the best possible service in a courteous and effective manner, showing respect for those we are fortunate to serve.

A Great Place to Work

We maintain a growth culture where our employees can maximize their potential personally and professionally. Our objective is to provide an environment where people enjoy what they do and take pride in their work.

To Be the Best, Not Necessarily the Biggest

We continue to grow and remain environmentally responsible. We grow in a disciplined way, deploying resources intelligently and benefiting communities we live in. We remain big enough to serve, yet small enough to care for our local community partners.

Vision of the Future

Our goal is to create an environment where self-directed, empowered employees strive to consistently fulfill our constituent commitments and seek to create positive impacts through interactions with customers, communities, and fellow employees, always relying on our Operating Values as the foundation for our existence.

Local Autonomy and Economy of Scale

WCN believes that decentralization provides a low-overhead, highly efficient operational structure that gives our customers an advantage. Local employees

are empowered and supported to make decisions. This employee empowerment results in responsive and timely service provided by people who know the community—from WCN’s district and facility managers to the customer service representatives answering the phone. These empowered employees are backed by WCN’s financial management, accounting, information systems, environmental compliance, risk management, and personnel functions, which are centralized and shared among locations to improve productivity, lower operating costs and control certain assets. While district management operates with a high degree of autonomy, WCN’s regional and senior officers monitor district operations and require adherence to accounting, purchasing, marketing, and internal control policies, particularly with respect to financial matters.

Community Connections

At WCN, we are connected to the communities we serve. Each holiday season, our central Texas employees purchase approximately 300 bicycles, assemble them, and give them to needy children and charities. Nationally, WCN provides more than 15,000 bicycles to needy children annually.

We support numerous charities such as Keep Austin Fed, Habitat for Humanity, Goodwill, Williamson County Flood Relief, several youth athletic organizations, many civic fund raising events, community cleanup events, and give presentations to area schools and universities.

WCN is an active member of the Texas Chapter of the National Waste and Recycling Association and the State of Texas Alliance for Recycling. We support many area chambers of commerce and the Texas Municipal League’s state and local chapters. WCN employees serve on local boards and committees including the Capitol Area Council of Governments Solid Waste Advisory Committee.

WASTE CONNECTIONS LONE STAR, INC. EXPERIENCE

Waste Connections provides solid waste collection, disposal and recycling services to more than 300 cities in Texas and many other communities including Municipal Utility Districts, Water Control Improvement Districts, Homeowner and Property Owner Associations and privately managed residential communities.

In Central Texas we serve the cities of Lakeway, The Hills, Pflugerville, Manor, Taylor, Bastrop, Lago Vista, Jonestown, Pointe Venture, Uhland, San Leanna, Thorndale and Rockdale and many other residential communities.

In January 2020, Waste Connections successfully transitioned the residential and commercial solid waste and recycling collection franchise services for City of Manor from its previous service provider. The transition involved several challenges including taking place around the Christmas and New Year Holidays, and successfully introducing a new commercial recycle collection service to Manor's local businesses. The City of Dripping Springs is welcome to contact officials with the City of Manor for references on the success of the project during and following the transition.

2. Waste Connections Lone Star, Inc. References

We invite the City of Dripping Springs to contact any of our customers and provide these references:

City of Pflugerville – Residential solid waste, bulky waste and recyclables

Tracey Hibbs – Utility Operations Business Manager
Traceyh@pflugervilletx.gov
 512-990-6100

Exclusive residential solid waste service agreement began on November 1, 2006 and extended by renewals through January 31, 2018. New residential solid waste service agreement effective February 1, 2018 is for a five-year term, expiring in January 31, 2023.

WC provides collection services for residentially generated trash, bulky items, and recyclables, and is responsible for the legal disposal or recycling of the respective portions of the waste stream. We provide a monetary contribution to the City to support the public education and awareness outreach program attend various community outreach activities and make presentations relating to solid waste and recycling to public and civic organizations annually.

WC provides solid waste and recycling services to 23,500 residences that generate more than 24,400 tons of landfill waste and 10,380 tons of recycled material annually.

City of Bastrop – Residential, Commercial and Industrial solid waste, bulky waste, compostable waste and recyclables

Tracey Moffett – Utility Customer Service Supervisor

tmoffett@cityofbastrop.org

512-332-8831

Dates of Service September 1, 2015–Present

Contract End Date: August 31, 2022

WC provides trash, recycling, bulk waste yard trimmings/brush collection. Also serve all schools, and commercial and industrial customers in Bastrop. WC makes an annual donation to the City of Bastrop to provide and support the public education program. WC provides service support for numerous public activities, festivals and makes numerous educational presentations to public and civic organizations.

WC provides solid waste and recycling services to more than 2,600 residential and 500 commercial, industrial customers and schools. Note: not all commercial businesses elect to recycle though we collect recyclables from more than 40 commercial customers. The Bastrop customers generate more than 11,000 tons of landfilled waste and 900 tons of recycled waste annually.

City of Taylor – Residential, Commercial and Industrial solid waste and recyclables

Jim Gray – Public Works Director

Jim.gray@taylortx.gov

512-365-9949 and 512-352-5818

Dates of Service February 1, 2007–Present

Contract End Date: January 31, 2023

WC provides residential solid waste, bulk waste, and recycling services. Also serve all schools, commercial and industrial customers. 5,400

residential customers and more than 500 commercial customers generate more than 11,000 tons of landfilled waste and 900 tons of recyclables annually. The contract does not specify recycling for commercial customers.

City of Lago Vista – Residential solid waste, bulky waste and recycling and Commercial solid waste

Joshua Ray – City Manager
jray@lago-vista.org
512-267-1155 X100

Dates of Service: October 1, 2012
Contract End Date: September 28, 2022

WC provides residential solid waste, bulky waste and recycling services and also serves all commercial customers and schools. WC supported Lago Vista in the cleanup grant received from CAPCOG in 2019.

More than 3,400 residential customers and 80 commercial customers generate more than 4,600 tons of landfilled waste and 1,500 tons of recycled material annually.

City of Rockdale Residential and Commercial Solid Waste Collection and Recycling Drop Off Center

Chris Whittaker, City Manager
cwhittaker@rockdalecityhall.com
512-446-2511

Dates of Service: January 1, 2012, contract extended in 2017
Contract End Date: Potentially December 31, 2022

WC provides residential solid waste and bulky waste collection services and commercial cart and dumpster services to 1,828 residences and 150 businesses. These customers generate 1,400 tons of landfilled waste annually. The City and WC provide a recycling drop off station which is a covered roll off container emptied 2 to 4 times per month diverting approximately 100 tons of recyclables per year to Balcones Resources Recycling Facility in Austin. We provide public presentations in the local schools each year regarding recycling.

Terminated Service Contracts

In Central Texas in the past five years only one municipal customer has terminated our contract. However, it was not terminated prematurely prior to the end of the contract term. At the end of the multi-year contract we lost the contract for South Buda MUD #1 in a competitive bid due to a lower price; they were very satisfied with our service. Contact Brett Lanham at AWR Services for the facts at 512-294-8535.

3. Applicant's Financial Capacity;

Waste Connections is the third largest solid waste services provider in North America. The attached pages from our 2019 Annual Report and 10-K Filing should serve to demonstrate that we have the financial capability to service the terms of a contract with the City of Dripping Springs.

Waste Connections Lone Star, Inc. has not filed bankruptcy.

The following pages are inserted for quick reference. To avoid inserting the entirety of the document into this application, the following link is provided for reference to Waste Connections' Annual Report Library:

[Waste Connections Investor Room: Annual Reports](#)

4. Applicant’s insurance coverage, showing coverage of at least:

Please refer to **Exhibit E** for a copy of Waste Connections Lone Star, Inc. Certificate of Insurance.

5. Waste Connections Proposed Management Staff & Project Leaders

Key Personnel Job Descriptions and Resumes

District Manager

Responsibilities: The district manager is the principal point of contact for City Staff throughout the transition of services and the length of contract. On a day-to-day basis, the district manager works directly with the district's municipal project manager and leadership in operations, fleet maintenance, customer service and billing to establish specific requirements and expectations for solid waste services under each contract they manage. With input from project and departmental leaders, the district manager develops and implements a program for reliable facility operations that support the goals of the municipalities.

The district manager works directly with the district's project and operations managers to ensure the City's goals for recycling, diversion, and safe collection are achieved. The district manager also works directly with the customer service manager, maintenance manager, district controller, regional landfill engineer, and public education specialist to verify that these important functions are being performed as expected.

Qualifications: Although it is preferred that the district manager holds a bachelor of arts or science, a strong track record demonstrating management skills that garner positive results for municipalities is fundamental to success. The district manager must have five or more years of experience in management; excellent communication and interpersonal skills; knowledge of waste hauling operating procedures; knowledge of OSHA, U.S. Department of Transportation, Texas Department of Transportation (TXDOT), U.S. Environmental Protection Agency (EPA), and Texas Commission on Environmental Quality (TCEQ)

guidelines pertaining to operations and facility requirements; and budgetary knowledge required to maximize economic results while working with monetary restraints.

Experience: The district manager must have waste industry experience; experience developing and implementing procedures and systems for personnel to operate in a safe, efficient, and cost-effective manner; establishing and maintaining performance targets, objectives, and standards for each service activity at the site; monitoring all expenditures within the operating location; staying current and conversant on all new services, policies, and be able to communicate them in a skillful manner; maintaining proper rapport with the community as well as seeking out new relationships that would further promote or enhance service capability; selecting, hiring, training, and retaining competent personnel; overseeing all departments including truck shop maintenance, office, and operations; regulatory compliance; managing municipal contracts; full profit-and-loss and capital management; and budgeting and forecasting operational needs.

District Manager—John Harris

Project-Specific Responsibility:

As district manager, John will provide transition guidance to project manager Chris Kjar to map-out and implement a successful program for the transition. He will ensure that Chris has the financial, staffing, and equipment resources needed to cost-effectively support the City's collection needs throughout the term of the contract. John will oversee contract negotiations with the City.

On a day-to-day basis, John will work with Chris to establish specific requirements and expectations for all services impacted by the transition under the executed City of Dripping Springs Agreement. He

will work with Chris to develop a program for reliable facility operations that support the goals of the municipalities.

Once the transition is complete and throughout the life of the contract, John will work with City staff to get contract performance feedback and confirm that requirements and expectations are being met. He will help execute and maintain compliance with all operational plans developed during the transition period and will continue to refine the programs to leverage the latest best industry practices, processing options, and market conditions to support the City's in meeting its diversion goals.

Education

- Master of Business Administration (MBA), Rice University - Jones Graduate School of Business, Houston , Texas, 2015
- Degree(s): Bachelor of Business Administration (BBA), University of Houston, Houston, Texas, 2009, Concentration: Management of Information Systems

Background

John has managed and developed commercial and residential solid waste industry operations teams since 2015. This has included overseeing service of over 100 collection routes serving over 100,000 customers. He successfully launched WC's commercial organics collection program that supports municipalities as they implement programs that maximize diversion potential. Prior to his experience with WCN, beginning in 2011, John worked at R360 Environmental Solutions, LLC, providing financial modeling and risk assessment for capital expenditure, mergers, and acquisitions projects and analytical support and administration of asset management information systems.

References

1. Sereniah Breland, City Manager, City of Pflugerville, Texas. Sereniah Breland, SereniahB@pflugervilletx.gov, (512) 990-6100

2. Karen Gallaher, City Administrator, City of Umland, TX,
city@uhlandtx.us (512) 398-7399

Project Manager

Responsibilities: The project manager is the principal point of contact for WC's departmental managers and oversees collection operations, customer service, financial management, and public education and outreach leaders throughout the transition of services. During the project that involves the transition and modification of services, the project manager is ensuring that operational expectations are met for safety and productivity, customer needs are met, operations are fiscally responsible, and public outreach meets the goals of municipalities for diversion and program participation.

He or she keeps the district manager informed on a day-to-day basis of strategic planning, status of drivers, customer issues, safety issues, vehicle and equipment needs, as well as issues that need to be reported to the City. The project manager implements safety and compliance programs, staffing, route planning, budgeting, and customer service.

In addition, the project manager works closely with the operations manager, providing the capital resources, support, and guidance needed for operational efficiencies and effective performance on the part of drivers and mechanics.

The project manager remains in this role for six months following project completion to ensure that routes, programs, and reporting measures are fully in place before returning to regular duties as a Site Manager.

Qualifications: The project manager may hold an associate of arts (a bachelor of arts or science is preferred) in a business-related field; and must have five years of supervision experience, preferably in the waste, logistics, or transportation industries; and must be certified as a CDL Class B.

Experience: The project manager must have experience implementing multiple municipal solid waste and recycle collection services; experience is often gained through a minimum of 2 to 5 years experience in several positions as a driver supervisor and operations manager in WC's organizational structure.

Project Manager—Chris Kjar

Project-Specific Responsibility:

During his preliminary analysis of ways to enhance the City's solid waste management program, Chris has identified key areas of focus for his efforts during transition:

- He will spend as much time as necessary with the district manager and operations manager, evaluating key considerations for routing, reporting to the City, collection, and hauling—to find ways to optimize services.
- Keeping current routes. In the time from award to commencement, routes and collection sequence will be established, with drivers hired and trained months in advance. The residential solid waste, recycle, and commercial solid waste collection routes have been well-established as effective service plans for years in the City of Dripping Springs.
- Some new routes. The commercial recycling, brush and bulk waste collection routes are the only relatively new services that would require extensive route planning, equipment acquisition and driver training.

During the transition period, Chris will work with the City, district manager John Harris, and all key personnel responsible for the implementation of the contract to meet or exceed requirements and expectations established in the contract. He will collaborate with the City on the transition plan and will oversee its implementation, including equipment acquisition and routing for all residential customers.

Background:

Chris began his career in the solid waste industry in 1998 and joined WCN in March 2010, serving as the Johnson City, Texas, division manager. During the course of his career, he has managed a number of contract transitions and implemented new services in various Texas communities.

In Johnson City, he was responsible for the residential, commercial, municipal, and industrial collection operations as well as the Blanco County Transfer Station, consisting of a staff of 25 employees and a fleet of 12 vehicles, serving 13,333 customers including six municipal contracts and more than 13,010 residential customers, 1,680 recycling customers, and 323 commercial customers.

Chris also served as WCN's San Antonio district manager responsible for Seguin and San Antonio day-to-day operations and customer services for the residential, commercial, municipal, and industrial collection operations consisting of a total staff of 121 employees and a fleet of 92 vehicles, serving 49,476 customers including thirty (30) municipal contracts and more than 45,563 residential customers, 12,065 recycling customers and 3,903 commercial customers and in addition will lead the regular reviews of the operation to ensure the unit is operating consistent with the City's requirements and contract specifications.

Chris joined WCN's North Austin district in April 2019 to manage residential, commercial, and municipal collection operations serving the greater Austin area. Chris's prior waste industry experience includes district operations and sales management positions with Waste Management of Texas, Inc.

Chris most recently oversaw the successful implementation for residential and commercial solid waste and recycle collection services for the City of Manor. City of Manor franchise includes over 5,000 residential and 150 commercial customers.

References

1. Tom Bolt, City Manager, City of Manor, Texas, tbold@cityofmanor.org, (512) 215-8285
2. Joshua Ray, City Manager, City of Lago Vista, Texas, jray@lago-vista.org (512) 267-1155
3. City of Woodcreek, Brenton Lewis, City Manager, (512) 847-9390

Operations Manager

Responsibilities: The operations manager manages drivers, facility and equipment operators, and laborers, to meet operational expectations for safety, productivity, and meeting customer needs. He or she keeps the general manager informed on a day-to-day basis of the strategic planning, status of drivers, customer issues, safety issues, vehicle and equipment needs, as well as issues that need to be reported to the City. The operations manager implements safety and compliance programs, staffing, route planning, budgeting, and customer service.

The operations manager supports the driver supervisor and outreach specialist by providing coaching, general instruction, and providing information on upcoming events, providing safety instructions. He or

she regularly talks with the outreach specialist regarding customer visits and the related performance information that is compiled.

Qualifications: The operations manager may hold an associate of arts (a Bachelor of Arts or science is preferred) in a business-related field; have five years of supervision experience, preferably in the waste, logistics, or transportation industries; and must be certified as a CDL Class B.

Experience: The operations manager must have experience organizing and scheduling resources required to complete daily activities; planning, distributing, monitoring, and following up on daily route assignments to ensure all customers are serviced; coordinating with other departments to assure operational needs are met; managing safety, and recommending improvements; setting, communicating, tracking, and achieving productivity, service, and safety targets; ensuring that drivers comply with all legal, testing, and reporting requirements of the company and/or regulatory agencies; conducting investigations to determine the cause of accidents and injuries, and assisting in preventing future similar incidents; ensuring that disciplinary action and retraining is done on a consistent basis; visiting customers and customer sites to evaluate and resolve safety and operational issues; ensuring a clean, safe work environment in compliance with company standards as well as federal, state, and local requirements; communicating and following up on sales opportunities and customer relation issues; and reviewing and auditing all information related to operations on a daily basis, and following up where appropriate.

Operations Manager — Fernando Gutierrez

Project-Specific Responsibility

As operations manager, Fernando is a key part of WC's experienced staffing strategy. He will manage drivers, facility and equipment operators, and laborers, ensuring that operational expectations are met for safety, productivity, and meeting customer needs. He is responsible for the dispatch department and will manage routes and scheduling, work with office staff, and be responsible for accident reports, and safety committee meetings. He will verify that pre- and post-trip truck inspections are completed as required and meet customer needs.

During the transition, Fernando will coordinate with our customer service manager to vet customer lists, optimize routes, and verify carts are delivered as requested. He will train drivers in advance of the contract—conducting ride-alongs and providing performance feedback. Throughout the contract, Fernando will continue closely coordinating with the customer service manager and project manager—ensuring that customer requests are met and follow-up is completed. Each morning, he will hold a driver operations and safety briefing, noting route areas requiring special attention and any safety concerns. He will track the performance of all drivers and provide corrective action as needed.

Fernando will keep WC's project manager, Chris Kjar, informed on a day-to-day basis of the strategic planning, status of drivers, customer issues, safety issues, vehicle and equipment needs, as well as issues that need to be reported to the City. He will implement safety and compliance programs, staffing, route planning, budgeting, and customer service. Fernando will support the maintenance manager and outreach manager by providing coaching, general instruction, safety instruction, and information on upcoming events within the City. He will regularly talk with the outreach manager regarding customer visits and the related information that is compiled.

Background

Fernando's career in solid waste management began in 1992 and he joined WCN as an operations supervisor in 2006 before being promoted to Operations Manager in 2018. He brings proven success in troubleshooting and problem resolution. He has valuable experience driving and operating all types of solid waste and recycle collection equipment. He is resourceful and adept to working in fast-paced environments and managing multiple priorities and demands while maintaining effective relations with customers and co-workers with integrity and efficiency. Fernando optimizes routes, and manages driver and truck utilization to create capacity, maximize productivity, and ensure prompt, courteous, and efficient service to all customers. He manages the dispatch team which schedules and assigns routes and loads to various drivers throughout the workday and monitors overtime, scheduling, routing, work assignments, and daily improvement plans in effort to maintain efficient operations. He tracks individual driver performance using WC's driver information systems and communicates driver performance issues and concerns to management for resolution. Fernando schedules, updates, distributes, and tracks the daily route schedule to verify completion. Further he analyzes and resolves customer inquiries for missed pick-ups, misplaced containers, and property damage.

Maintenance Manager

Responsibilities: The maintenance manager will oversee maintenance operations—completing proper preventative maintenance at scheduled intervals, and verifying compliance with regulations as they relate to trucks, ensuring that trucks are operating in a safe and efficient manner.

Qualifications: The maintenance manager must have five or more years of management experience in automotive/truck, and light or heavy equipment maintenance and repair. Solid waste industry

experience mandatory. The maintenance manager must have knowledge of air brake, hydraulic, and electrical systems; an equivalent of high school diploma or G.E.D. certification; CDL Class B with air brakes; proficiency in vehicle and equipment diagnosis and repair; and the ability to read and comprehend service and technical information. He or she must have excellent organizational skills; a high level of knowledge of DOT compliance requirements; and an ability to motivate staff to meet objectives.

Experience: The maintenance manager must have experience planning, budgeting, scheduling, and supervising multiple projects from concept to completion. He or she must have experience with OSHA, U.S. Department of Transportation, Texas Department of Transportation (TXDOT), U.S. Environmental Protection Agency (EPA), and Texas Commission on Environmental Quality (TCEQ) compliance relative to truck and vehicle fleets.

Maintenance Manager—Bryce Sheppard

Project-Specific Responsibility

As maintenance manager, Bryce will provide guidance and expertise to set up the maintenance operations—ensuring the proper preventive maintenance schedules are completed, compliance with State of Texas regulations as they relate to the trucks, and that trucks are operating in a safe and efficient manner. Bryce will evaluate equipment needs to ensure that operations will consistently have the equipment needed to serve the community.

Background

A native of Dripping Springs, Bryce is an employee of WC since 2017. Bryce's career in fleet maintenance began in 1996. He later worked with Longhorn International and Dripping Springs ISD before beginning his solid waste career with Red River Waste Solutions. Bryce's

experience includes directing fleet maintenance and repair, coordinating budgets, controlling inventory, negotiating with vendors, and hiring, training, and developing staff. He brings a proven track record of managing multi-million-dollar budgets and projects and consistently discovers methods to reduce operating costs through root-cause analysis and develops efficient and cost-effective processes. Bryce's knowledge of heavy equipment and hauling vehicle maintenance and repair, and experience with OSHA and DOT compliance help him anticipate and prevent downtime. He applies best practices, principles, and techniques to this end. Bryce is a veteran of the US Navy.

Customer Service Manager

Responsibilities: The customer service manager reports to the district manager, organizes daily customer service operations to satisfy all customer needs, provides leadership for all elements of the operation, and manages customer service operations. The customer service manager works in conjunction with other departments to resolve customer service issues. He or she will deliver services to customers in a manner that promotes goodwill; interact with customers and WCCVI employees to determine service requirements; resolve problems or complaints; seek cost-effective, safe, and environmentally sound solutions to service issues; remain levelheaded when dealing with difficult, upset, or impatient customers; conduct regular analysis of key performance measurements to identify unfavorable performance trends; develop corrective actions to address unfavorable performance trends; and determine actions that define specific practices and tools that will be utilized, who is accountable for implementation, and deadlines for completion.

The customer service manager will ensure that all hiring is done in accordance with WCN employee hiring guidelines and promote WCN

standard operating procedures—supporting efficient, environmentally correct, and safe workplace practices.

Qualifications: The customer service manager must have a minimum of five years of experience in the customer service field; a minimum of two years of experience in a management position; and excellent communication and interpersonal skills. Although it is beneficial that the customer service manager holds a bachelor of arts or science, an understanding of waste hauling operations and procedures and a strong track record demonstrating skills that garner positive results is highly valued.

Experience: The customer service manager must have experience with the effective use of software applications including, as a minimum, MS Word and Excel. He or she must demonstrate the ability to become proficient in the use of proprietary operational systems; sound personal conduct; leadership that inspires employees to strive for the highest level of performance and professionalism; effective communication of issues, needs, and opportunities with customer service employees and other managers; and an ability to effectively hire, train, and perform periodic employee evaluations.

Customer Service Manager—Cheryl Whited

Role and Responsibilities

During the transition period, Cheryl will be directly involved in training the customer service representatives (CSRs) who will serve Dripping Springs customers, setting up the WC Dripping Springs website, and updating customer billing information. She will organize daily customer service operations to satisfy all customer needs and provide leadership for all elements of the operation. Cheryl will work in conjunction with other departments to resolve customer requests during our transition.

On a day-to-day basis, Cheryl manages customer service operations with a focus on total customer satisfaction. She is a resource for the CSRs when they need guidance and works closely with other departments to responsively address customer inquiries and resolve customer complaints. Her training of CSRs equips them to ascertain customer needs in the context of contract requirements and efficiently and effectively resolve issues—remaining levelheaded when dealing with difficult, upset, or impatient customers. Cheryl verifies that all customer contact info, billing, services, routing, notes, and all other vital data are accurate and up-to-date.

Cheryl regularly analyzes key performance metrics to identify performance trends in an effort to develop continuous improvement plans. She plays a key role in identifying cost-effective, safe, and environmentally sound solutions to customer service issues. Her determination and leadership abilities support WC's customers as our #1 priority—providing top-quality customer service in a timely manner.

Background

Cheryl's career in customer service began in 1988. Early on she served as an office assistant and later, an office manager, for AAA Grass and Landscape. In 2007, she began working in customer service at Builders Blinds in 2007. Her strong problem-solving skills and willingness to help lead her to earn the company's "W.O.W." award for going above and beyond to provide superior customer service. In 2013, she joined the WCN team as a CSR and quickly demonstrated strong leadership skills and desire to excel—leading her to become the Waste Connections Austin District customer service manager. Her attention to detail, strong communication skills, and desire to seek cost-effective, safe, and environmentally sound solutions to service issues earned her the 2016 Top-Ten National Finalist for WCN's Excellence in Customer Service award.

References:

1. The Colony, Beverly Malke, Property Manager, (512) 581-0099
2. City of Jonestown, Stephanie Price, (512) 267-3243 x214

Public Education and Outreach Manager

Responsibilities: The public education specialist manages waste reduction education and outreach programs including source reduction, recycling, organics, and HHW. Day-to-day tasks include designing outreach materials, answering questions regarding the “how-tos” of recycling, and giving classroom presentations in elementary schools.

Qualifications: The public education specialist must be an independent and creative thinker, and have demonstrated knowledge of local recycling and waste reduction resources. Although it is beneficial that the public education and outreach manager holds a bachelor of arts or science, an understanding of source reduction, and recycling, organics, and HHW collection and processing as well as skills using MS Word, MS Excel, and Adobe InDesign is highly valued.

Experience: The public education specialist must be experienced working in small groups; giving presentations to large and small groups; taking projects

Public Education and Outreach Manager—Shawnee Kjar**Role and Responsibilities**

Shawnee will report directly to WC’s project manager. During the transition period, she will work with the City and coordinate with WC’s

collection operations management, customer service, and financial departments to plan the outreach program.

On a regular basis, Shawnee will work collaboratively with her counterpart at the City to develop materials that are consistent with City graphics standards and messaging, support outreach objectives, and encourage participation in the City and WC's diversion program. She will be responsible for designing all of the education and promotion material used for the initial start-up and cart roll out.

Background

Shawnee's career in the solid waste industry began in 2011 at WCN. At WCSLI, she has managed customized recycling campaigns, school presentations, community events, and sponsorships, and developed information flyers and brochures, including newspaper notifications and advertisements. Currently, Shawnee proudly serves as the WC's community relations manager and is actively involved in the local community and with WC's philanthropic partners and commercial customers. Recent highlights include her involvement in the "Keep Austin Fed (Adopt-a-Run)" for which WCSLI is currently the only corporate sponsor and proudly provides annual donations as well as monthly food runs. Also, in honor of Earth Day, WC brought a collection truck to The Goddard School Manor, where they presented to preschool and kindergarten children about the importance of safety, waste reduction, and recycling.

Shawnee is committed to developing strong relationships and building strategic communication and outreach programs that target safety, waste reduction, recycling, and composting education through various innovative and engaging approaches. Shawnee is a proud native Texan and former U.S. Marine with an extensive background in public relations and community outreach. Prior to joining the Waste

Connections Austin team, she worked closely with our municipal communities in the North Dallas area.

References:

1. Keep Austin Fed, Lisa Barden, Program Director, (512) 831-3654
2. The Goddard School Manor, Heather Juelfs, Executive Director, (512) 258-5292

Accounts Receivable Supervisor—Penelope Jimenez

Responsibility

Pennye manages WC's accounts receivable, including tracking of account balances, issuing invoices, and collections. She also supports various departments in their operational efforts.

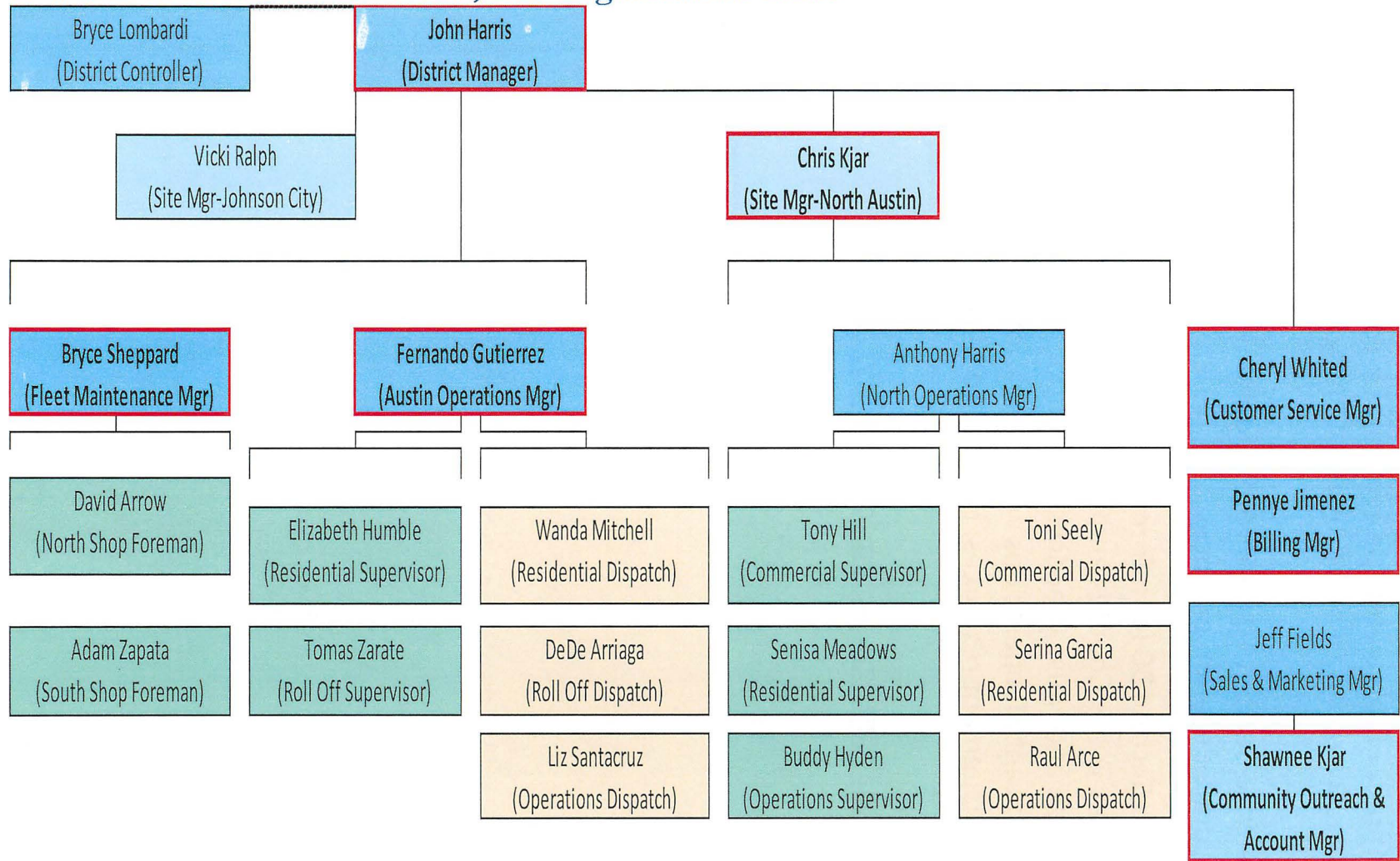
Background

Pennye's career in the solid waste industry began in 2001, when she came to work as a CSR at WC (formerly Progressive Waste). By 2002, she became a billing team member and has worked in accounting for the company ever since. Prior to that, she was a bus driver for the Austin Integrated School District, then worked in human resources and provided training for new hires at Solectron Manufacturing.

References:

1. Gloria Barba, Wells Branch Mud, (512) 251-9814 x106
2. Nicole Luna, City of Taylor, Texas, (512) 352-2066 x39

6. Waste Connections Lone Star, Inc. Organization Chart



7. Description of innovative projects and environmentally safe methodologies recommended by Applicant, if any;

Please refer to Section 10 for information on WC's environmental outreach and education practices.

Also refer to Section 30 for information on what WC's post collection operations at Travis County Landfill offer for brush and construction waste recycle and reuse practices. In addition, WC's future Post Oak Clean Green Landfill operations will offer various public education and wildlife management resources, planned to be in place by the end of 2020.

<https://postoakcleangreen.com/community/>

8. Evidence of Applicant's Authority to Conduct Business in State of Texas

Full Business Name: Waste Connections Lone Star, Inc. (3 years, 2017–Present)

Other company names used with dates from/to:

Progressive Waste (1 year, 2016–2017)

IESI (18 years, 1994–2016)

Principal Business Address: 3 Waterway Square Place, Suite 110
The Woodlands, TX 77380-3488

Principal Phone Number: (832) 442-2200

Local Business Address: 9904 FM 812
Austin TX 78719

Local Business Contact Person: John Harris

Local Business Phone: (512) 282-3508

Local Business Fax: (512) 280-1099

Local Business E-Mail: JohnHar@WasteConnections.com

Type of Organization: Corporation

Tax ID #: Texas Taxpayer #17525451161

License #: Texas SOS #0131598000, USDOT 840183, TXDOT
5093416C,
City of Austin 1005-V1033-DP-2019 CJM5609

Waste Connections Lone Star, Inc.

9. If Applicant is a corporation, a copy of the corporate resolution authorizing Applicant to enter into this transaction;

**UNANIMOUS WRITTEN CONSENT
OF THE SOLE DIRECTOR OF
WASTE CONNECTIONS LONE STAR, INC.**

The undersigned, being the sole director of Waste Connections Lone Star, Inc., a Texas corporation, hereby consents to the following actions and adopts the following resolution pursuant to the Bylaws of this corporation:

BE IT RESOLVED that John Harris, District Manager of the Company, be, and he hereby is, authorized to sign and submit the Company's proposals, and execute by and on behalf of the Company any and all agreements, instruments, documents or papers, as he may deem reasonably appropriate or necessary, pertaining to the Request for Proposal to provide Solid Waste Collection and Disposal Services to the City of Dripping Springs, Texas, as well as any contract documents that may result from the submission of this proposal, and that any such action taken to date involving the above proposal is hereby ratified and approved

IN WITNESS WHEREOF, the undersigned sole director of Waste Connections Lone Star, Inc. has duly executed this Written Consent in The Woodlands, Texas on the date set forth below.

Dated: April 1, 2020



Worthing Jackman, Director

{00091248.DOC.}

10. Description of public relations and customer education; Innovative Outreach Programs for City Consideration

Source Reduction Education

One of the greatest means of diverting waste from landfills is to educate customers about source reduction—reducing the volume of materials that enter the waste stream in the first place. Many consumers already do this to some degree, but may not be aware of all of the opportunities available to them. Teaching consumers about considering the environmental impact of their purchases can make a real difference. Helping them understand how it provides health benefits, conserves resources, protects the environment, and reduces household expenses are key messages.

Continuously Reusable Alternatives. There are many examples of source reduction by using objects that can be continuously reused. These include:

- Filling washable stainless steel or glass water bottles with tap water instead of buying plastic water bottles,
- Using cloth napkins and towels instead of paper,
- Buying in bulk—buying staples such as flour, sugar, and cereals from the grocery store bulk bins and storing in reused glass product jars and/or hermetically sealed glass jars (this reduces long-term exposure to plastics).
- Cooking from scratch—premixing home-made pancake mixes and blending one’s own spice mixes, (e.g., taco seasoning) costs a fraction of what pre-packaged products cost, avoids filler ingredients and stabilizers, and produces superior food flavor. It takes only a few extra minutes to cook from scratch.
- Using sturdy, washable fabric grocery bags instead of plastic or paper
- Reusing plastic grocery bags and produce bags as small garbage can liners (although continuous reuse is preferable, reusing non-recyclable plastic grocery bags is better than immediately discarding them)

Minimally Packaged Products. Source reduction options for packaging include:

- Selecting products with visibly less packaging
- Buying the largest size of a product, rather than the smaller size (the cost per ounce is generally cheaper, too)
- Avoiding products packaged into single servings and using reusable containers if packaging lunches, etc.

- Using products in concentrated forms (reduces shipping carbon footprint)

Green Cleaning—Using Non-Pre-Packaged Natural Cleaning Products. The following source reduction options for household cleaners are dramatically less expensive than prepackaged bottles and release zero destructive chemicals into the wastewater treatment system or septic system. Further, using natural disinfectants keeps immune systems strong and reduces the instance of antibiotic-resistant bacteria. There are many guides available that indicate which items should be used for specific stains. These ingredients are but a few options.

- Bulk baking soda—a cheap and effective stain scrubber and polisher, from teeth to sinks
- Salt—combined with a natural soap, it is an excellent alternative for scrubbing pots and pans
- White vinegar—a natural disinfectant, soap scum pH neutralizer, window cleaner, and streak remover
- Washing soda—a laundry brightener, highly effective stain remover as an alternative to Bleach.

Avoiding Disposables. Disposable cameras, batteries, and many other items have reusable counterparts. Selecting products that can be electrically recharged via universal serial bus (USB) chargers instead of those that require batteries can make a big difference in source reduction and reduces household expenses.

Organics Diversion Education

We believe there is significant potential for diversion of organic waste materials if commercial businesses with food permits in the City were to implement utilize WC's food waste diversion solutions.

We will discuss with the City and the selected organics processor opportunities for public education and promotion of food waste diversion.

Food Waste Reduction

WC partners with local non-profit Keep Austin Fed. Keep Austin Fed is a heavily volunteer based 501(c)(3) nonprofit organization that gathers wholesome surplus food from commercial kitchens and distributes it to area charities that serve people in need. WC volunteers its own employees as regular runners of “rescued foods” to local community members living with food insecurity. In addition to

volunteering, WC donates \$5 to Keep Austin Fed for every Organics Cart service sold to local commercial businesses.

WC would love to discuss ways for Dripping Spring's local businesses to take part in Food Waste Reduction and Diversion.

Recycling Education

We will discuss with the City using the following elements for the public education endeavor:

- A "Recycler of the Week or Month" program where a local participant is recognized in the newspaper and on electronic media.
- A scholarship to the Dripping Springs High School Science Department to develop a mobile, solar powered electronic billboard that will promote recycling and illuminate the economic and environmental impacts of recycled tons to date.
- Signage to be placed at Public Events. We have successfully used some that read: "You are Entering a Green Zone. Please Use the Proper Waste and Recycling Containers." Recycling containers for the downtown pedestrian area.
- An art contest for local students and citizens to create the artwork used in the public education program. This creates an opportunity for high public visibility and involvement.
- Road signs that proclaim: "Welcome to Dripping Springs – We Recycle" (Successfully used in Alachua County, Florida since 1989.) Other creative and effective ideas.

11. Description of quality control methods, complaint management, and resolution procedures;

Overall Approach to Provide Excellent Service

Waste Connections perceives that excellent service is best insured by approaching the solid waste and recycling program in the City of Dripping Springs in four areas:

- 1) Contract Negotiations
- 2) Preparation and Roll-Out of the New Service
- 3) Monitoring Reliability & Responsiveness to Customer Needs
- 4) Periodic Review to Identify Opportunities for Improvement

Contract Negotiations

Waste Connections pledges to be honest and straightforward in all of its relationships with the City. Our Key Personnel, identified in our Proposal, will attend meetings with the City to discuss and resolve, to the mutual satisfaction of both parties, any issues during negotiations. Any review by our Legal Department will be done in a timely manner.

Preparation and Roll-Out of the New Services

Waste Connections desires for the City of Dripping Springs and its residents and businesses to have a solid waste and recycling program that they are proud of. It is naturally in the interest of our company that that is the case. We hope the City of Dripping Springs will become an ardent advocate of our services.

That begins with preparation and activities to insure that the new service is started correctly and without a lot of future modifications. To do that we propose:

- Within two weeks of contract execution, WC will produce routes for the new bulk and brush collection services.
- Within two weeks of contract execution, WC will produce routes for the new bulk and brush collection services.
- WC will also conduct a waste audit for all commercial customers within the City of Dripping Springs which has a dual purpose:

1. To ensure that commercial customers have the “right sized” containers, number of containers and the appropriate collection frequency. There may be opportunities, especially in light of recent economic changes, to reduce service and the overall cost for collection services for a given customer.
2. The WC auditor will speak with the owner/manager to identify any special needs, examine the waste material to identify recycling opportunities or special handling requirements, identify the best and safest locations for new containers.
 - Upon completion of the waste audit, which is expected to take one week, WC will order any necessary dumpsters or containers. WC has an extensive inventory of these containers now but will order any others that are necessary.
 - WC will work with the City to identify the contents of the various public education and awareness materials and methods including: the pre-service public meeting, commercial waste audit forms, cart pamphlets and collection calendar, WasteConnect™, City and WC website content, newspaper articles, weekly and monthly reports, community events and education activities and other public communication channels.
 - Access to these communication channels and portals will be communicated to the public by Waste Connections in all of the materials, pamphlets and electronic communications that we will provide.

Monitoring Reliability & Responsiveness to Customer Needs

Waste Connections will have a telephone number for customer service based in Austin that will route calls among the CSR staff. Local CSRs have first-hand knowledge of the Austin-Round Rock metropolitan area, including Dripping Springs. This helps them better understand the nature of inquiries and be able to responsively provide information and resolve issues. Local CSR staff are kept informed of specific service and contract requirements so each caller enjoys as seamless of an experience as possible.

Every interaction with a Waste Connections customer is tracked in our online customer resource management tool to keep an ongoing history of any and all transactions related to service, billing, container movement, and the like. Notes can be exported and analyzed based on one or a group of customers, including

those under contracted area such as Dripping Springs. Issue and resolution analysis done in this method is available to our municipal partners on demand or on a regular basis, if necessary.

We invite City representatives to visit our Customer Service Center. Visitors will see that our CSR staff of highly trained Representatives has live access to the whereabouts of our fleet and routing information systems while they are interacting with the caller. Incoming calls and online inquiries are automatically identified and tracked on a dashboard to analyze call volume, hold time, talk time statistics, and resolutions.

Periodic Review of Services

- Waste Connections proposes to meet with the City on a regular basis to review the provision of services and evaluate any opportunities for improvement. Such topics may include safety, anticipated street closures or other construction, additional recyclables items, communications, public events and festivals and identification, planning and delivery of other community support activities.
- Waste Connections will provide a monthly and annual report to the City that details services, complaint resolutions, tonnages of collected waste and recyclables, the environmental impact of your recycling program, communication activities and community support activities.
- Waste Connections will attend and provide reports to the City Council as requested. We suggest that such presentation to the City Council occur at least once annually as well as prior to the beginning of the new services.

12. Terms for residential and commercial solid waste collection operation, including hours and days of the week;

Collection Schedules

WC prefers for residents to maintain the same routing schedule and collection days for Solid Waste Services and Recycling Services as is used currently. Residential customers in the City of Dripping Springs are serviced on Mondays and Wednesdays. Commercial customers in the City are serviced Monday through Saturday, depending on specific needs for number of pickups pertaining to each business.

Typical residential solid waste collection hours shall be from 7:00 am until 5:00 pm. Commercial solid waste collection hours of operation are from 2:00 am until 2:00 pm. Accommodations will be made to comply with City noise ordinances in the event that service of commercial customer impacts noise violations around residences before 7:00 am.

WC makes a strong effort to maintain service days as they have been under the previous service. But, as route efficiencies and other logistics are discovered, some changes are inevitable. If customers are to have a day change, WC will first seek City's approval. After obtaining City approval, Waste Connections will notify customers through a mailing specifically addressing their new service day. Residents who are impacted by the service change will also receive a tag on their cart during the week prior to the change taking effect.

In the event of contract award, WC will produce a map outlining residential service areas and color-coded by service day for solid waste, recycle, and bulk/brush collection schedules. This map should be posted on the web along with the collection calendar. These communications will also be sent out to City residents as part of WC's proposed transition plan. Sample service guides are provided as Exhibit A to this document.

Residential Service Requirements

WC provides 95 gallon carts for both solid waste and recycle collection services to residents. Weekly collections will be provided for the contents of the carts. Extra bags or bundles of yard trimmings will be collected with the biweekly bulk and brush service that is outlined in Sections 14 and 16 of this document.

13. Terms for non-routine and holiday collection procedure and methods of customer notification;

Holiday Collection Schedules

Recognizing that WC provides an essential service, the company only ceases operations for three Holidays throughout the year – Thanksgiving Day, Christmas Day, and New Years Day. For customers regularly scheduled for service on or after any of these days, their schedule is delayed by 1 day. For instance, customers regularly scheduled for Thursday service receive service on Friday during the week of Thanksgiving. Friday customers are serviced Saturday during the week of Thanksgiving. Holiday schedules are updated and shared on an annual calendar for reach of WC’s community partners, along with being reflected in WC’s WasteConnect app and on its website. The following list details holidays annually recognized by WC:

- Christmas Eve: Open, normal collection schedule
- **Christmas Day:** Closed, **collection delayed 1 day**
- New Years Eve: Open, normal collection schedule
- **New Years Day:** Closed, **collection delayed 1 day**
- **Thanksgiving Day:** Closed, **collection delayed 1 day**
- Independence Day: Office closed, normal collection schedule
- Labor Day: Office closed, normal collection schedule
- Martin Luther King Day: Open, normal collection schedule
- Memorial Day: Office closed, normal collection schedule
- Veterans Day: Open, normal collection schedule

Communication with the Customers

Waste Connections will provide several methods of communication:

- Pre-Service Public Forum – prior to the start-up of the new service WC will host a public meeting, with refreshments, to present the new collection services and answer questions. The meeting will be advertised on the cart tag, WasteConnect™, in the local newspaper and on the City website.
- Cart Tag – WC uses red tags to notify issues with adherence to Set-Out restrictions. Yellow tags are used as a communication medium when there is a City approved route schedule change that is being put into effect.
- Annual Information Pamphlet and Collection Calendar will be distributed to each customer each year.

- Local Newspaper – each year the collection calendar, route map, set-out instructions, recycling information and contact information will be published in the local newspaper.
- WasteConnect™ – is a WC APP that a customer can use to find current information. The customer simply enters their service address and the APP provides all information and current events regarding their service including any delays, collection calendar and recycling information.
- Call Blasts and Email Blasts – WC will provide Blasts to the customers in case of the need to notify of any delays, special events or information.
- Monthly Report – WC will provide a monthly report that illustrates the previous month and year-to-date tonnage of trash and recyclables collected and the environmental impact of those recyclables. This can be posted on WasteConnect™ and on the City website to encourage public participation and pride in the local solid waste and recycling program.

14. Description of complimentary bulk collection;

Introduction

WC is excited to introduce a regular bulk and brush collection service to the Dripping Springs solid waste program. WC recognizes that the effective and dependable collection of bulk waste is an important part of the services to be provided to City residents. We also recognize that the generation of volumes of this material can vary with seasons, weather events, code enforcement and other generator driven circumstances. We are prepared to effectively address all of these situations.

Seasonal increases in bulk waste generation, generally driven by an increase in move-ins and move-outs at the end and beginning of the school year and by natural spring and autumn foliage generation are anticipated. We will effectively respond to these volumes by increasing our on-route hours and/or deploying back-up vehicles and personnel.

Bulk Waste Service Requirements

WC will service up to four cubic yards of brush and bulk waste items per residence, per service. Four cubic yards of waste has the dimensions of roughly 4' x 4' x 7'.

Since this service will be performed using the same people and equipment as the proposed Brush Collection service later in Section 16, the volume limitations must be shared. In other words, WC will collect any combination of brush and bulk waste items that does not exceed a four cubic in total (e.g. 1 cubic yard of brush and 3 cubic yards of bulk).

Bulk Waste Routing

Bulk Waste Collection routing for will be on a biweekly or "every other week" basis on Friday for City of Dripping Springs residents. WC's driver will have roughly half of the City routed on a given Friday and alternate between what will be referred to as an "A" week and a "B" week. On "A" week, the Driver will service one half of the City's residents. On "B" week, the Driver will service the other, resulting in at least two service weeks for each residence every month. The customer address along with a turn by turn route map will be provided to the driver. When the service occurs, it will be recorded using WC's 3rdEye fleet and

event recording program. A manual record of the service will also be kept in the driver's route book.

Special Bulk Waste Service Requests

It will be encouraged though not required for residents to call or visit our website if they have concerns with meeting or exceeding set out limitations. The CSR will communicate to the customer the collection schedule and information regarding bulk waste set-outs and volume limitations.

If the resident has a set-out in excess of the volume limitation set forth, then the resident may request and schedule a special pickup service and provide payment for excess volumes. The customer's address, time of call, anticipated service date, and any other pertinent information will be recorded and forwarded to the dispatch and operations department for execution. When the service occurs, it will be recorded accordingly. Pricing for servicing excess volumes will be based on the volume and type of waste being set out, subject to negotiation between WC and the resident.

Bulk Waste Billing Procedures

The base Bulk Waste and Brush Pickup services will be included in the monthly rate for solid waste and recycle collection services, as outlined in WC's Proposal Cost Form.

In the event of a special pickup service, WC charges and collects direct payment for requested bulky waste collection services. The service is paid for by credit card in advance and an electronic receipt is immediately sent to the customer. Such receipts will be provided to the City as verification of the service request and the payment thereof.

Bulk Waste Services Reporting

Proposed approach to providing regular reports to the City for base Bulk Waste Services and additional Bulk Waste Services. Reports will include tonnages of bulk and brush waste will be reported to the City monthly.

15. Description of annual bulk collection at a central location;

Beginning in April 2018, WC has conducted an annual bulk collection event for residents within the City of Dripping Springs at no additional cost to the residents or the City.

The event is typically held from 8am to noon on a Saturday at the Dripping Springs Ranch Park. WC staffs the event with multiple rearload trucks and roll off dumpsters. Residents who provide a copy of their Waste Connections bill along with a photo ID are verified at the entrance by a WC representative.

The first year's event was a success, as measured by the traffic and volume of waste. Over 120 different residents delivered bulky waste in everything from cars to big rental trucks; mostly pickup trucks and utility trailers. WC collected more than 35 tons of bulky waste representing 140 cubic yards that were delivered to a landfill for disposal. 120 cubic yards of metal were diverted and sold to a scrap metal yard in Austin. The proceeds were donated back to the Ranch Park in the amount of \$1,027.50.

WC conducted a similarly successful event once again in mid-2019. WC's proposal is to continue annual central bulk cleanup event as a formal contract service requirement for the City of Drippings Springs.

16. Description of brush pickup;

Introduction

WC is excited to introduce a regular bulk and brush collection service to the Dripping Springs solid waste program. WC recognizes that the effective and dependable collection of bulk waste is an important part of the services to be provided to City residents. We also recognize that the generation of volumes of this material can vary with seasons, weather events, code enforcement and other generator driven circumstances. We are prepared to effectively address all of these situations.

Collected material will be delivered to one of several local processing facilities outlined in Section 10 of this application for processing into mulch/compost or soil amendment.

Waste Connections will provide, without charge to the residents or the City, up to 120 cubic yards of mulch for the use of the City and/or the public annually. Our subcontractors are Organics “By Gosh” and Austin Wood Recycling.

Brush Collection Service Requirements

WC will service up to four cubic yards of brush and bulk waste items per residence, per service. Four cubic yards of waste has the dimensions of roughly 4’ x 4’ x 7’. Brush items should be bagged or bundled in kraft paper bags so as not to exceed a weight of 40 lbs. Limbs should be cut into maximum of 4 foot lengths, and not exceed 8 inches in diameter.

Since this service will be performed using the same people and equipment as the proposed Bulk Pickup service previously in Section 14, the volume limitations must be shared. In other words, WC will collect any combination of brush and bulk waste items that does not exceed a four cubic in total (e.g. 1 cubic yard of brush and 3 cubic yards of bulk is acceptable).

Brush Collection Routing

Brush Waste Collection routing for will be on a biweekly or “every other week” basis on Friday for City of Dripping Springs residents. WC’s driver will have roughly half of the City routed on a given Friday and alternate between what will be referred to as an “A” week and a “B” week. On “A” week, the Driver will service one half of the City’s residents. On “B” week, the Driver will service the other,

resulting in at least two service weeks for each residence every month. The customer address along with a turn by turn route map will be provided to the driver. When the service occurs, it will be recorded using WC's 3rdEye fleet and event recording program. A manual record of the service will also be kept in the driver's route book.

Special Brush Pickup Service Requests

It will be encouraged though not required for residents to call or visit our website if they have concerns with meeting or exceeding set out limitations. The CSR will communicate to the customer the collection schedule and information regarding bulk waste set-outs and volume limitations.

If the resident has a set-out in excess of the volume limitation set forth, then the resident may request and schedule a special pickup service and provide payment for excess volumes. The customer's address, time of call, anticipated service date, and any other pertinent information will be recorded and forwarded to the dispatch and operations department for execution. When the service occurs, it will be recorded accordingly. Pricing for servicing excess volumes will be based on the volume and type of waste being set out, subject to negotiation between WC and the resident.

Brush Collection Billing Procedures

The base Bulk Waste and Brush Pickup services will be included in the monthly rate for solid waste and recycle collection services, as outlined in WC's Proposal Cost Form.

In the event of a special pickup service, WC charges and collects direct payment for requested bulky waste collection services. The service is paid for by credit card in advance and an electronic receipt is immediately sent to the customer.

Brush Collection Services Reporting

Proposed approach to providing regular reports to the City for base Brush Pickup Services and additional Brush Pickup Services. Reports will include tonnages of bulk and brush waste will be reported to the City monthly. Reports will also detail how much said brush waste is diverted from landfill disposal for alternative uses as mulch or soil amendment.

17. Description of complimentary brush collection performed quarterly;

WC is opting to address the need for a quarterly brush collection service by offering a more frequent biweekly bulk and brush collection service.

The more frequent bulk and brush collection service recommended in WC's proposal is a proven application in City of Bastrop. WC services 2,500 Bastrop residents weekly with a similar service to what is proposed for City of Dripping Springs residents.

18. Description of recycling options and pricing for said options;

WC currently provides weekly recycle collection service in and around the City of Dripping Springs. WC takes all of its collected recyclable materials for processing and recovery to Balcones Resources. The residential recycling program that WC has in place today is the same as it proposes to continue with the City of Dripping Springs.

New Commercial Recycle Services Offering

In addition to its residential recycle service, WC is also excited to offer recycle collection through its commercial dumpster services!

Proposed pricing for both lines of service are included in the Proposal Cost form with its RFP Application.

What gets recycled:

WC's recycle collection program includes the following list of acceptable materials:

Program Recyclable Fiber Materials – Paper & Cardboard

- Kraft Paper
- Cardboard Egg Cartons
- Cardboard Trays
- Smooth Cardboard (food and shoe boxes, tubes, file folders, product packaging)
- Pizza Boxes
- Paper Cups
- Corrugated Containers (with liners of kraft, jute, or test liner including dry food boxes, beer and soda carriers, and shoe boxes)
- Old Newspaper including slick paper inserts
- Chipboard
- Other Mixed Paper (including but not limited to junk mail, junk mail inserts, residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no

backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, magazines, paperback books, small catalogs, telephone books and Yellow Pages)

Program Plastic Recyclable Material5

- #1–#7 Rigid Plastic Bottle Container, Jug, or Jar

Program Aluminum and Steel Recyclable Material6

- Beverage Container
- Food Container
- Lids

Program Glass Recyclable Material7

- Food and Beverage Bottles, Containers, and Jars

19. Description of roll-off or temporary solid waste collection options;

Waste Connections provides 20, 30 and 40 cubic yard Roll Off boxes and appropriate sizes of Compactors and Receiver Boxes for Commercial and City Facilities.

Roll off services are often a great solution for temporary waste collection services. Construction and demolition jobs, for example, often require a roll off service. WC is quick to make roll off container services available and will dispose of said waste at it's Travis County Landfill where an effort is made to divert as much of the recyclables from landfill disposal as possible.

Turnaround times for delivery may vary seasonally, but WC strives for next day turnaround to meet everyday customer needs for container deliveries, exchanges and removals.

20. Description of any limitations on items to be collected and requirements for preparing unusual items for pickup;

Please refer to Sections 14 and 16 for details regarding pickup of items or materials that exceed regular service requirements. These situations are contemplated with regard to bulk and brush services but may also apply to solid waste and recycle services.

Certain items are specifically excluded from all of the collection solid waste programs altogether since they are either considered hazardous household wastes or otherwise unsafe to commingle with regular municipal solid wastes.

Unacceptable (Excluded Waste) Items:

- A/C Units (With Freon)
- Batteries
- Chemicals
- Drums/Barrels
- Hazardous Waste
- Oils/Gasoline
- Paint Cans (With liquid and/or lids attached)
- Refrigerators (With Freon)
- Whole Tires
- Dead animals

These items are excluded from Residential and Commercial Solid Waste collection services. However, they may be collected using one of WC's roll off container service.

Items that may only be accepted using a roll off:

- Dirt or sand
- Tree Stumps and/or root balls
- Concrete and/or masonry
- Construction and/or demolition debris

21. Description of the containers and related Description of Carts and Dumpsters

As the incumbent franchise holder solid waste services to the City of Dripping Springs, Waste Connections currently has existing carts and dumpsters in place. Since the contract is still relatively new (2015), WC does not anticipate the need to replace existing containers. However, new containers will be made available as needed throughout the contracted term, as is the normal course of business.

WC furnishes and retains ownership of the containers; however the containers remain under the care of the customer. The customer will be responsible for replacement cost for any containers damaged due to customer negligence or abuse. Damaged containers due to WC's actions or normal wear and tear are replaced free of charge to City of Dripping Springs residents and commercial businesses.

The carts are manufactured for long life, ease of use and dependable containment of waste items and recyclables. Carts for trash and recyclables will be of a different color; Kelly Green for trash and Sky Blue for recycling. A large decal or molded in picture will be displayed on the lid of the recycling container that depicts what is acceptable, and not acceptable, in the recycling program. An example of this decal is attached.

The carts are 95 gallon capacity, have a hinged lid, wheels and a handle for pushing or pulling. WC sources its carts from one of two proven injection molded plastic container suppliers – Rehrig or Sierra.

Waste Connections maintains an ample inventory of trash and recycling carts and deploys two cart delivery crews each day to provide carts to new customers, swap damaged carts or replace lost carts or deliver additional carts to customers that request them.

Dumpsters are durable steel, painted and decaled, have hinged lids or sliding side doors as the customer desires and a drain plug to facilitate washing and prevent leakage. Dumpsters range in sizes of 2, 4, 6, 8, and 10 cubic yards in capacity.

WC's preferred metal container service manufacturer is Box Gang Mfg. Box Gang is a minority owned, HUB certified business located in Houston, TX that WC believes manufactures containers that are built to the best specifications possible.

A detailed description of each of WC's containers of choice is provided as an attachment to this proposal.

22. Discussion of any complimentary or additional services to improve the value taxpayers are receiving

WC successfully launched a commercial organics collection service in Austin in 2019. The Dripping Springs community is environmentally aware and local businesses are aligned with various sustainability initiatives. We believe there could be enough interest among business owners to elect for an organics collection service to divert food scraps from landfill disposal.

WC would like to explore the idea of bringing the first organics collection service to the City of Dripping Springs business owners during the Waste Audit project and report back to the City a sustainability survey of businesses with food permits in the City limits.

23. Discussion of any complimentary or additional community benefits enhancing the City and the taxpayer quality of life

WC's commitment is to engage in the communities it serves. Local organizations such as Keep Austin Fed, Open Door Soup Kitchen in Bastrop County, and various organizations that benefit from the charitable donation of children's bicycles each Christmas can attest to that.

WC is invested as a fellow community member of Dripping Springs. WC is the contracted solid waste service provider for Dripping Springs Independent School District, providing daily and weekly commercial solid waste collection to the schools in and around Dripping. WC supports the ISD in many ways including sponsorship of the District's annual Denim & Diamonds Fundraiser Gala.

WC is also a regular Rodeo Sponsor, Founders Day Festival Gold Sponsor and Founders Day Parade float participant for many years running and will continue these efforts as a member of the Dripping Springs community.

Part of WC's proposal is in the inclusion of a \$10,000 cash donation to the City of Dripping Springs to go toward the efforts set forth in the City's Parks & Recreation Open Space Master Plan. The donation would be made available within two weeks of contract execution.

24. Discussion of services available for City sponsored events

WC supports various City sponsored events including Founders Day, Dripping Springs Rodeo, and Christmas no Mercer.

WC is not integrated in the portable toilet business in the market area around Dripping Springs. We would be happy to coordinate or subcontract if that were the preference of the City, but have no pricing to offer at this time for these specific services.

WC provides 10-40yd roll off dumpsters and over 100 cardboard event boxes for collection of recyclables generated by event attendees. WC is a proud gold level sponsor of the Event for many years and will continue partnering with the Chamber of Commerce on this endeavor.

25. Discussion of complimentary services available for City facilities

Waste Connections provides complementary services to City Facilities, Parks, and Wastewater Treatment Plant at no additional cost to the City. Services include the following schedule, which WC is prepared to maintain with its proposal.

Name	Address	LOB	Qty	Service	Frequency
FOUNDERS MEMORIAL PARK	27900 RANCH ROAD 12	RESI	1	95G-trash	1x
CITY OF DRIPPING SPRINGS	0000 SPORTS PARK DR	COMM	1	4yd-trash	1x
CITY OF DRIPPING SPRINGS	0000 SPORTS PARK DR	RESI	12	95G-trash	1x
DRIPPING SPRINGS CITY HALL	511 W MERCER ST	COMM	1	2yd-trash	1x
CITY OF DRIPPING SPRINGS	1042 DS RANCH RD	RESI	20	95G-trash	1x
CITY OF DRIPPING SPRINGS	1042 DS RANCH RD	RESI	2	95G-recycle	1x
DRIPPING SPRINGS RODEO ARENA	1042 EVENT CENTER DR	COMM	2	8yd-trash	1x
CITY OF DRIPPING SPRINGS	23127 RANCH ROAD 12	RESI	1	95G-trash	1x
CITY OF DRIPPING SPRINGS	22322 RANCH ROAD 150	RO	1	30yd-trash	quarterly
CITY OF DRIPPING SPRINGS	101 OLD FITZHUGH RD	RO	1	30yd-trash	2x annually
DRIPPING SPRINGS RANCH PARK	1042 EVENT CENTER DR	RO	2	30yd-trash	weekly

26. Discussion of methods for handling barriers to collection, including blocked streets;

Containers must remain safely accessible in order for WC to perform its collection services. There are times when a street is blocked, such as when a special event is taking place in downtown Dripping Springs. When that has happened in the past, WC has notified its customers of plans to temporarily change service schedules, up to and including changing service days. This has proven successful in the past and WC plans to continue this practice.

Unplanned events that lead to a container being inaccessible trigger the following procedure:

- Driver is unable to service a customer due to a blocked or inaccessible container
- Driver notifies dispatch over the radio.
- Dispatch makes attempt to contact the customer, if one account is impacted.
- If an entire street or section of customers is impacted, then dispatch seeks assistance from WC's Operations and Customer Service Managers to notify impacted customers.
- If the inaccessibility is temporary in nature, then WC will make a good faith effort to return later that day or the next day, depending on time of day.
- If the containers are unable to be made accessible in a reasonable period of time, WC will delay service until they are made accessible.
- WC would be willing to accommodate customers in need to a complimentary service once services are able to be resumed.

Waste Connections will notify City Staff in the event of a prolonged case of container inaccessibility that could have an impact on services.

27. Description of the capital equipment for providing the services

Fleet capital is on hand and in place to deliver the expected quality of services.

Waste Connections acquired Vaquero Waste in 2017, which serviced the City of Dripping Springs with a 2015 fleet of “Split Body” dual stream collection vehicles for residential services. The engineering design and maintenance issues that come with this particular design prompted WC to reinvest in the legacy Vaquero fleet and replace the 2015 Split Body trucks with all 2019 automated side load trucks. The trucks that service residents of the City of Dripping Springs today are serviced with these new automated trucks that are more efficient and mechanically sound.

WC has a healthy fleet overall with an average Front-Line vintage of 2015. A breakdown of WC’s fleet makeup in Austin is detailed below. WC has the capacity and the redundancy to provide a level of service that the City of Dripping Springs can rely upon:

LOB	Front-Line		Spare		Total Units	Overall Vintage
	Unit Count	Vintage	Unit Count	Vintage		
Comm	26	2016	5	2009	31	2015
Resi	44	2015	10	2009	54	2014
RO	18	2012	5	2002	23	2010
Grand Total	88	2015	20	2007	108	2013

These Front-Line Units are specifically dedicated to providing the services:

- Automated Side Load Truck (2019) – Mack Chassis and Engine, McNeilus ZR
- Front Load Truck (2016) – Mack Chassis and Engine, Heil Half-Pack Odyssey
- Roll Off Truck (2017) – Peterbuilt Chassis, Galbreath, Paccar Engine
- Roll Off/Grapple Truck (2015) - Peterbuilt Chassis, Galbreath, Paccar Engine

Brochures with pictures of these vehicles are attached to this as Exhibit B.

If a Front-Line vehicle experiences a maintenance issue, or is in the shop for repairs that requires another vehicle on the route, the Driver will notify dispatch of such need immediately. The backup vehicle will be dispatched immediately.

Each of these vehicles uses one Driver to operate it. The automated capability eliminates the requirement for a Helper, which is a safety enhancement. However, if excess Bulk Waste or Storm Events require extra personnel it will be deployed as necessary.

Vehicles are, by company policy, rigorously maintained through application of a daily, weekly, monthly, quarterly and annual maintenance regimen. Meticulous records are maintained of the maintenance activities on each vehicle. Trucks are normally washed once per week; more often if necessary. All of the new trucks meet the most recent idling standards to protect air quality.

28. Description of the plan to be used to assure that equipment shall be available to meet the service plan at all times;

One of the keys to WC's success in providing a safe and reliable service is its fleet maintenance program. WC incorporates a healthy frontline-to-spare ratio, a disciplined preventative maintenance program with its fleet maintenance software and a strong fleet vendor supply chain ensure maximum fleet uptime.

RTA Paperless Shop

WC uses its Paperless Shop solution as a means to monitor fleet maintenance and repair history, track and scheduling preventative maintenance, and maintaining DOT compliance.

WC meets or exceeds manufacturer recommendations for preventative maintenance and oil change intervals. Oil changes include oil sample testing to identify potentially critical engine failure before the point of a breakdown.

WC incorporates fleet analytics technologies with its Paperless Shop to learn of and respond to monitoring codes from its fleet in real time, often times providing opportunity to reduce or avoid altogether a mechanical breakdown while the unit is in service.

Preventative Maintenance

WC's preventative maintenance (PM) program for all service vehicles far exceeds state and federal standards. State and federal laws require specific preventative maintenance to be performed on WC's types of service vehicles every 90 days. WC performs this PM every 14 days. Fleet safety and performance are a top priority.

WC's adheres to a strict vehicle inspection and maintenance performance and verification policy. Vehicles are subject to daily pre-

trip and post-trip inspections. Any identified needs are addresses immediately. Additionally, various and comprehensive inspection and maintenance activities are performed monthly, quarterly, and annually. Both WC's FM 812 and Pflugerville facilities have fully equipped maintenance shops staffed by qualified and trained technicians.

Mobile Maintenance Truck

WC owns and operates a fully equipped service truck that allows our mechanics to make truck repairs off site if necessary, and the repairs are deemed to be completed in a safe location. Many times it's much faster for this vehicle to make it to the driver, fix the problem and get them back on route vs. coming back to the Shop, then going back out on route. The impact to the customer is much less, overtime and fuel costs are reduced.

Vehicle Breakdowns

Spare collection vehicles will always be available for emergency use. Should a regularly routed truck break down in the morning or during a route, we will respond immediately by providing the driver with a backup vehicle for the remainder of the route. Should the spare truck break down, we can route our other trucks into that area as they complete their routes, since all drivers will be working together as a team. The equipment maintenance facilities described above are located near the City and have the capability to quickly make all necessary repairs.

Vehicle Cleaning

Collection vehicle appearance reflects the professionalism of the company. All of WC's vehicles are jet washed for an exterior cleaning on a weekly basis. Biweekly deep cleaning around the truck frame, engine compartment and hoist systems are done as part of regular cleaning and fleet maintenance best practices.

29. Descriptions of how leakage or debris from vehicles will be minimized and/or handled;

Debris and Leakage Minimization and Cleanup

Waste Connections provides proven and reliable containers and collection vehicles that are designed to properly contain solid waste materials without leakage or spillage. Our Drivers and Helpers are thoroughly trained in the proper handling of carts and containers to prevent spillage and perform cleanup activities if necessary. Each vehicle is supplied with a shovel and broom and spill kit. Roll off containers are tarped before removal from any customer location. If debris is caused by actions of our crews or vehicles it is cleaned up and the site made tidy.

If a hydraulic, oil or other fluid spill occurs, we have contracts with local, licensed spill response companies that can quickly clean up spills and steam-clean the area using environmentally friendly soaps. Our crews are trained to immediately contact Dispatch and Supervisors, perform containment actions, deploy the spill kit and stand by to assist in any further cleanup activities if necessary.

Our collection vehicles are subject to daily pre and post trip inspections. Any deficiencies or necessary maintenance is performed immediately, or if the vehicle requires down-time, it is placed into the maintenance facility and another vehicle is deployed. Our vehicles are kept in excellent operating condition by scheduled weekly, monthly, quarterly and annual maintenance procedures and protocols that meet or exceed DOT standards.

Drivers are trained to identify and report any carts or containers that need replacement as a matter of spill prevention and safety. They also monitor and report any customers that regularly have excess volumes so that the proper sizes of containers and collection frequency can be applied to prevent spillage issues.

30. Discussion of disposal and processing sites;

MSW Disposal—Waste Management

Waste Management (WM) safely, responsibly, and carefully manages the disposal of more than 128 million tons of waste annually.

As a long-time developer of advanced landfill management methods, WM continues to lead the industry in solutions that impact the future of solid waste management, such as Next Generation TechnologySM. This alternative approach accelerates the decomposition of waste in landfills so that it occurs within years rather than decades. At the same time, the technology speeds the production of landfill gas, a renewable energy source. WM has 14 Next Generation TechnologySM projects in the U.S. and Canada, and continues to work with the EPA and other groups to develop the engineering knowledge base and operational expertise that will enable widespread implementation.

WM's landfills utilize the latest advances in landfill technology to protect local ecosystems and ensure long-term integrity. A dedicated environmental steward, WM ensures that all of its facilities are designed, operated, and maintained to meet or exceed local, state, and federal regulations. For the City, WM has committed its Williamson County Landfill (WCL) and Austin Community Recycling and Disposal Facility (ACRDF). During the life of the contract, WM may dispose of the City's MSW at either landfill. **As ACRDF moves closer to filling its remaining airspace, WM will provide a smooth transition to WCL.**

Future MSW Disposal - WC Post Oak Clean Green, Inc.

Operating a business of sustained growth and in an industry that poses increased demands for environmental stewardship and regulatory demands, WC recognizes the need for long term alternative solutions to utilizing third party disposal. That's why WC is developing its permitted landfill site in Guadalupe County, TX – Post Oak Clean Green Landfill – later in 2020.

Post Oak represents WC's initiative to vertically integrate its collection and disposal operations as a measure to become self-sustainable, ensuring it continues to deliver the long term value that WC's municipal partners expect. The Guadalupe County facility will service WC's solid waste collection operations in the immediately surrounding area and its expanding Central Texas footprint through a network of permitted transfer stations in Blanco and Bastrop counties, along with a permit-pending transfer station project in Williamson County.

WC's Post Oak Clean Green, Inc. is a company dedicated to an environmentally safe solution of our solid waste streams through a proven procedure which will dispose of our solid wastes while maintaining our ecology in an environmentally protected manner. One of the ways it embodies environmental stewardship is through its planned Center for Environmental Studies and Wildlife Management.

The Center will serve individuals, schools, agencies, and organizations throughout Texas. It is an organization that is focused on educating the public about issues related to the reduction, management and environmental balance between processing our solid waste streams and maintaining a healthy Texas wildlife.

Located at the Post Oak Properties in Guadalupe County, the Center plans to cooperate on a broad level in the following areas:

Solid Waste

- Public Education;
- Educating our School Children;
- Cooperating with Universities on Environmental Research and Wildlife Management Projects;
- Training for Solid Waste Operators throughout the State of Texas;

Wildlife Management

- Education of Wildlife Management;
- Development of Wetlands;
- Control of Wildlife
- Developing Wildlife Management Programs;

Coupled with and made a part of the Center is the Post Oak Ranch Wildlife Preserve, a 420 +/- acre property and Field Study Center that will provide programs in environmental education for regional schools and a variety of courses for the general public. We anticipate a cooperative effort with the major Universities, Texas Parks & Wildlife and other organizations and institutions within the region.

Visitors to the Center may also enjoy birding and wildlife watching, a nature trail, the "working ranch" and garden, as well as seasonal community gatherings.

Recyclables Processing—Balcones Resources

Founded in 1994 in Austin, Balcones Resources is a comprehensive environmental services company. They specialize in recovering resources through recycling, document and product destruction, and alternative energy. Balcones is not associated with a landfill, which makes them experts in diverting recyclable materials away from the trash bin and into our recycling program.

Working with Balcones Resources is a partnership. They offer janitorial training, employee awareness events, marketing materials and reporting—all geared toward **increasing recycling participation and reducing landfill costs**. Balcones started as a recycling company and that remains its core business today. It is what separates Balcones from its competition—they are passionate about their work and the impact it makes for their customers and communities. Today, Balcones has facilities in Austin, Dallas, and Little Rock. Balcones has grown to become one of the top 50 recyclers in North America.

Balcones serves approximately 75% of Austin’s Class A office buildings and 80% of the Class A buildings in downtown Dallas. In addition to multi-tenant facilities, Balcones is also the chosen recycling partner for several corporate campuses, manufacturing facilities, and distribution centers. Because they have rigorous quality control standards, **Balcones receives and successfully processes and markets all of the recyclables generated by the City of Austin residential recycling program north of the Colorado River**. Additionally, Balcones recycles **all of the recyclables collected by WC in Rockdale, Taylor, Bastrop, Umland, San Leanna, Rollingwood, Dripping Springs, Lakeway, Village of The Hills, Pflugerville, Lago Vista, Point Venture, Jonestown** and numerous HOAs, MUDS, WCIDs and commercial and industrial customers in central Texas. The company has transformed into a full-service environmental company that works with our customers to reach zero waste goals, educate employees, achieve USGBC LEED certification, or simply take the first step towards a new recycling program. In nearly all prospective markets, price volatility for recycled materials is present. BalconesResources has successfully processed and marketed materials for more than 20 years.

To **mitigate market volatility and ensure company stability**, Balcones has developed longterm relationships with buyers by producing a wide range of high-quality feedstock and focusing on customer requirements and expectations.

Products are not stored—they are marketed and purchased by manufacturers for reuse and recycling.

Construction Waste Disposal & Recycling – WC Travis County Landfill

Waste Connections’ Travis County Landfill (“TCLF”) is a TCEQ Permitted Type IV landfill located in southern Travis County. The 112 acre facility is permitted to accept, process, and dispose of brush, construction, and demolition waste.

Waste streams delivered to TCLF primarily arrive via roll off dumpster collection services.

In order to promote Austin’s Zero Waste initiative, WC’s TCLF conducts recycling and reuse of certain materials accepted in order to divert from landfill disposal. Diversion activities include the recovery of asphalt, concrete and masonry materials for reuse as road base, recycling of metals, cardboard, and plastics, mulching of clean wood materials, and processing of gypsum board (dry wall), wood along with brush for reuse as soil amendment. These recycle and reuse activities enable TCLF to promote green building practices to achieve LEED certification of local construction projects. In 2019, TCLF diverted 112,000 tons (over 60%) of construction waste for LEED projects.

What is LEED?

Austin’s Leadership in Energy & Environmental Design (LEED), is a green building certification program that recognizes best-in-class building strategies and practices. To receive LEED certification, building projects satisfy prerequisites and earn points to achieve different levels of certification. Prerequisites and credits differ for each rating system, and teams choose the best fit for their project.

The recycling firms that make the LEED list have been evaluated by third-party evaluators and are certified as reporting accurate, transparent, and reliable recovery, use and recycling rates according to the protocols and standards of the Recycling Certification Institute.

Organics Processing (General)—Organics “By Gosh”

Organics “By Gosh” supports the City of Austin’s Universal Recycling Ordinance through organics diversion. **Their skillset for increasing organics diversion will be applied to support the City in capitalizing on its opportunity to enhance its yard waste program.**

The company uses the forest model of composting proven over millions of years. As trees and plants drop leaves, stems, flower buds, small twigs, and branches onto the forest floor this organic material slowly breaks down. Overtime this model creates a nutrient rich, high quality organic layer that covers our forests' floor. Static pile composting is the preferred method of Organics "By Gosh". It is similar to the forest model of composting and is a slower, but thorough, process. Over a period of 6-12 months organic matter is turned multiple times and recycled into a valuable product that enriches our earth. This slow-cook method processes organic matter at a healthy temperature and allows friendly microbes and tiny living organisms to thrive. The end result? An awesome, high quality compost! When you buy compost from Organics "By Gosh" all those microbes continue working to transform and enhance your yard and garden. Static pile composting also uses less energy and water than other methods, allowing us to maximize our positive impact on the planet. When processed overtime, compost reaches maturity. Mature, quality compost has a high water retention rate and nutrient content. It improves soil fertility, minimizes erosion, and is highly resistant to compaction. Quality compost contains and promotes the growth of beneficial micro- and macro-organisms, while suppressing the growth of many weed species.

Yard waste: WC is proposing curbside collection of yard trimmings and Organics "By Gosh" may be used as one of the outlets for diversion of yard waste from landfill disposal.

Food waste: WC is exploring food waste composting opportunities with Organics "By Gosh" similar to that provided in Austin, which could be tested via a pilot program for commercial businesses in the City of Dripping Springs.

Not a Landfill: The focus of Organics "By Gosh" is entirely on organics and perfecting its static pile compost process. They are the "fine wine" makers of compost, which improves marketability and increases the end use of composted products.

Organics Processing (Yard Trimmings)—Austin Wood Recycling

Austin Wood Recycling has been in the land clearing materials hauling and landscape materials business since 1985 and takes on projects that span from small clean up jobs on residential lots, to large construction sites, highway projects, right-of ways, shopping centers, and wind farms. The company offers grinding, land clearing, tractor mowing, equipment and materials hauling, mulch

manufacturing, trommel screening, soil blending, and recycling and disposal services—in addition to their ever expanding production of mulches, soils, composts, and stone products. Austin Wood Recycling owns and operates two major recycling yards. They accept and haul brush from local clearing jobs at single-family home sites to major highway projects including 500 acres of Highway 183.

Austin Wood Recycling can accomplish anything from the smallest jobs (2,000 CY) to the largest (2,000,000 CY). Their grinding operation can cut volume hauling needs by roughly one third, making for efficient, easy loading that reduces processing costs. Austin Wood Recycling works throughout Texas and surrounding states. Focused on the Central Texas region, they also have contracts with many landfills, contractors, city recycling centers, and compost facilities from the Mexican border to Oklahoma and beyond.

31. Discussion of methods for ensuring customer satisfaction and service quality and copies of related company policies;

Customer Service and Communications

WC will respond to any complaints immediately. Service complaints will be confirmed or evaluated by viewing route video and GPS records. To minimize complaints, WC will provide regular, clear, and easily understandable service information to the customers. The information will provide contact information to reach the WC customer service office.

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WC currently has an email address DrippingSprings@WasteConnections.com, which will be managed by WC's customer service manager and dispatchers. We find the dedicated email to be the most effective method of communicating service requests and reporting issues since it effectively records timely communication and holds WC staff accountable.

Customer Complaint Resolution

WC customer service representatives (CSRs) are thoroughly trained and qualified to receive, analyze, evaluate and resolve complaints. CSRs will have at their fingertips, a copy of the service agreement and its terms, route sheets, route maps, address lists, and a direct contact with our dispatchers that have immediate access to drivers by radio and GPS tracking.

Communication Plan for Complaint Resolution

WC will respond to any complaints in compliance with the protocol identified, unless otherwise amended by negotiation. Service complaints will be confirmed or evaluated by viewing route video and GPS records.

Live and Local Customer Service Representatives

WC has a local customer service department operating out of its Austin facilities from 8am to 5pm, Monday through Friday. Customer needs are addressed after

hours through email monitoring and returned calls left with the afterhours voice message service. All calls are recorded to allow for investigation of escalated customer service issues.

Local CSRs have first-hand knowledge of the Austin-Round Rock metropolitan area, including Dripping Springs. This helps them better understand the nature of inquiries and be able to responsively provide information and resolve issues.

Based on call hold time data, callers since October 2019 have experienced an average hold time of less than one minute before reaching one of WC's live representatives and that has sustained through Covid-19 and stay at home orders that result in personnel working remotely from home.

When we return to somewhat normalcy following the Covid 19 pandemic, we invite City representatives to visit our Customer Service Center. Visitors will see that our CSR staff of highly trained Representatives has live access to the whereabouts of our fleet and routing information systems while they are interacting with the caller. Incoming calls and online inquiries are automatically identified and tracked on a dashboard to analyze call volume, hold time, talk time statistics, and resolutions.

Secret Shopper Self-Monitoring

WC uses a 3rd party service called Tooty to conduct regular surveys of CSR interactions by pretending to be an active customer calling with an issue. WC receives 6 secret shopper calls each month at random times to ensure authenticity of the secret shopper experience. The Tooty representative can demonstrate a number of different issue types that challenge the CSR to respond according to protocol with a polite tone and with confidence.

CSR's are scored based on their performance and provided specific feedback, including what could be done to improve the customer experience. This method has been in place for years and offers a measuring tool to keep representatives accountable to providing a consistent and efficient experience for customers that call for assistance.

Handling Missed Stops

It is WC's priority to minimize the occurrence of missed stops. However, in some cases legitimate mistakes do occur. In the event of a legitimate missed service, they will be handled as follows:

- WC receives a call from the customer or the City. If the call is received early enough in the day, the customer service representative will create a work order, then will call the miss out to the appropriate driver so that it can be collected that same day.
- If the call is received later in the afternoon, a work order will be created and the customer will be picked up first thing the following morning.
- All misses will be tracked via a customer service tracking log, which can be compiled into a report and shared with the MUD.

A resident left without all or a portion of service due to its failure to adhere to the Set Out Policies (see Section 31) is not considered a missed service.

Any set outs that exceed limits will have a picture taken by the Driver and the address, time, and location recorded. That information will be forwarded to dispatch and the CSR office. The residence will be provided with a service tag identifying the reason the set-out exceeded limits or any reason why the set-out was not serviceable. All records of tags will be filed and copies provided to the City. If a customer contacts us regarding excess volumes our CSR will explain the resolution process.

Issue Resolution Policy

WC's policy is to resolve verified service misses within the later of 24 hours or one business day from the time it is first reported. In other words, issues reported on Friday afternoon may not be resolved until Monday.

Verified residential container delivery or exchange orders are scheduled a maximum of one week in advance. WC's policy is to address reported issues with scheduled container delivery and exchanges on the same 24 hour or one business day turnaround timeframe.

Though rare, a failure to resolve said issues within the 24 hour time frame results in a credit in the amount of the prorated charge for services. In other words, one

missed service, will result in a credit of roughly 25% of the monthly charge for service. For any given residence, a second occurrence within a 30-day period of failure to recover a missed service within a timely manner results in a credit for a full month of service.

A resident left without all or a portion of service due to its failure to adhere to the Set-Out Policies not considered a missed service.

Set-Out Policies

WC requires residential containers be set out at the curb, with at least 3 feet of clearance from any stationary objects or obstacles, no later than 7:00am on the day of service.

Items set outside the cart must be bagged or bundled and not exceeding 35 pounds, and no more than four feet in length. Bulk items must not exceed 100 pounds per item.

Any failed set outs or set outs that exceed limits will be communicated by radio to WC's dispatcher by the driver. The dispatcher makes a note of the issue in WC's customer service and routing system – Route Manager for record and share with the CSR office.

Other than residences that fail to set out the container for service, they will be provided with a service tag identifying the reason the set-out exceeded limits or any reason why the set-out was not serviceable. If a customer contacts us regarding excess volumes our CSR will explain the resolution process.

Staying Ahead of the Technology Curve

WasteConnect™

WasteConnect is WC's very own web and mobile application, which is powered by a third party application called ReCollect®. Customers use the app to obtain up-to-date information regarding their service date, set-out procedures, notifications of upcoming clean-up events and by simply searching their service address.

WasteConnect comes equipped with ReCollect's Waste Wizard feature, which provides a search engine of waste items and returns information on how best to dispose of such items. When a recyclable item is searched, Waste Wizard lets the

user know which container to place the recycled item in order to promote clean recycling and diversion landfill disposal.

The app is free and available on mobile app stores with Apple and Android/Google. A web version of the application is also running on WC's local website WasteConnections.com/Austin. This enables residents to access many features of WasteConnect without the need to use or own a smartphone. WasteConnect is available at no additional cost to the District for embedding on the Dripping Springs solid waste information web page.

3rd Eye

3rd Eye is a system that incorporates GPS tracking and event recording technology to deliver a solution for promotion of safe driving behaviors, investigation of safety and service related incidents.

With 3rd Eye, WC has instant data on the whereabouts of its fleet at all times. Historical fleet location and speed history are available within a mapping and breadcrumb interface.

If a customer dispute is escalated, WC has the ability to retrieve historical video footage for investigating service related incidents, such as whether a container is set out on time for the routed driver. This enables WC to investigate service issues to a greater extent than most other solid waste service providers.

More powerful than any other features, 3rd Eye's coaching tools are the focal point of the system. It uses a combination of motion sensing and image recognition technologies to trigger a review of driver behaviors and survey the surroundings of the vehicle through a video recording. If the video clip shows anything that needs to be addressed or reinforced for improved performance, WC's leadership coaches its drivers to recognize and learn from the observed behaviors.

3rd Eye is not proprietary to WC but it is not currently in wide use by competitors of WC. It remains one of the major drivers of WC's success in safety and service.

Route Manager

WCN has used Route Manager – originally designed by a third party called Desert Micro – since 2004 and the program has had several evolutions. In 2019, WC converted to the latest cloud-based version of Route Manager which is called Route Manager Online or “RMO”. WC owns the source code to RMO for free reign to customize as it sees fit, which enables the company to meet the demands that come with servicing so many unique contracts. The iteration of RMO that WC runs today is proprietary to WC.

eRoute

An additional routing tool is our route optimization program called eRoute Logistics by Institute of Information Technology (IIT). This program assigns detailed longitude and latitudes to every home and stop that we service. The program is tied into the most up to date mapping and GPS technologies, allowing us to look at various routing scenarios to maintain fuel savings and reduce our carbon footprint. Additionally, the eRoute program allows us to quickly and easily ‘reroute’ customers should a new program be put into place.

For rerouting a city or group of homes, the program will run various route scenarios based on ideal driving paths; and our supervisors and management team can then review these various scenarios, tweaking them as necessary, to quickly determine optimal routes that limit fuel consumption and minimize left turns which are less safe than right turns.

32. Discussion of how the company will notify the City in case of equipment breakdown or other event that may delay the pickup of solid waste;

Communication of Any Delay and Service Recovery Schedule

Communication is one of the critical keys of excellent service. Waste Connections provides several communication paths to keep the City and the customers informed.

Delays, while rare, can occur in two forms: short term and longer term. Short term delays are in duration of a few hours or perhaps one day and can be caused by weather, traffic or equipment malfunction. Longer term delays can be caused by storms, street blockage due to construction or other causes.

In every case WC will maintain clear and rapid communication.

Communication with the City

If a delay is occurring, or anticipated to occur, WC will call and email the City immediately and convey the reason for the delay, any areas affected by the delay and the anticipated recovery time.

33. Discussion of worker training and incentive; and

Personnel Hiring and Training

Ensuring Qualified Personnel.

Cultural Fit IQ Test

WC considers an employee's "fit" into its business culture a crucial ingredient for success. Following extensive research into the characteristics that are associated with successful managers in the solid waste industry, WC developed a benchmarking tool that is used in the hiring of general managers in core competence areas—competence, emotional consistency, assertiveness. WC uses its Cultural Fit IQ Test to assess the strengths and weaknesses of existing and candidate personnel pertaining to the following overall categories.

- Intellect
- Drive and Motivation
- Work Style
- Interpersonal Style
- Leadership and Management Style
- Cultural Fit

Additional skills that are measured by the Cultural Fit IQ Test include:

- Verbal Reasoning
- Numerical Reasoning
- Mental Flexibility
- Ambition
- Analytical Skills
- Organizational Skills
- Risk Identification and Avoidance
- Social Ability

Driver Qualifications and Hiring Standards

Qualification Procedures

WC's driver hiring qualification standards and procedures have been developed to achieve two goals. The first goal is for the company to meet or exceed all Federal Motor Carrier Safety Regulations (FMCSRs) concerning driver qualification. The second goal is to select only the best available drivers: those who share WC's values and goals of operating in a safe, legal, and professional manner.

Hiring Standards

WC requires all driver applicants to be a minimum of 21 years of age, and have a minimum of three years verifiable driving experience. WC hiring standards require that only those driver applicants with zero chargeable or preventable motor vehicle accidents within the past three years will be considered for employment. Because of Waste Connections' commitment to safety, the company will not consider driver applicants who fail to meet the above standard.

WC's hiring standards also require that only those driver applicants with (2) or fewer violations of motor vehicle laws (other than violations involving parking only) within the past (3) years will be considered for employment. An applicant who has incurred more violations than the above standard has demonstrated a pattern of unsafe driving behavior that WC finds unacceptable in any prospective driver associate. WC will not consider for employment a driver applicant convicted of any offense involving the operation of a motor vehicle while impaired by alcohol. WC will consider for employment a driver applicant who has been convicted of an offense involving the operation of a motor vehicle while impaired by alcohol only if the applicant has had no similar incidents within the past three (3) years. WC will not consider for employment a driver applicant who has been convicted of any careless or reckless driving of a motor vehicle offense within the past 3 years. Drivers convicted of operating a motor vehicle with willful or wanton disregard for the safety of persons or properties are considered to be unsafe by the company. This kind of behavior is unacceptable in any WC driver. WC will not consider any driver applicant who has been convicted of a criminal offense involving a commercial vehicle, including operating while under the influence of a controlled substance, transporting a controlled substance, or a felony involving the use of a commercial motor vehicle. Drivers will be expected to converse with other company employees, our customers, and the general public. Therefore, WC requires all driver applicants to be able to read and speak English sufficiently to be able to perform all duties and functions of the job . Driver applicants will also be required, because of experience, training, or both, to be able to: safely operate a WC vehicle and determine and execute proper cargo securing procedures.

Training Programs

Personnel Training

All new personnel are trained by district, regional, and corporate training personnel using proven techniques that ensure a smooth transition. WCN has developed standardized training methods to ensure consistent training that establishes standards of practice and helps all new staff be fully prepared to “hit the ground running” at the beginning of a contract. WCN has established training programs completed by local district training personnel, including comprehensive new-hire and new-position training as well as monthly training on various topics. Regional trainers regularly provide safety training. Corporate trainers provide servant leadership, human resources, equipment maintenance, and additional safety training.

Servant Leadership Training for Managers

Waste Connections invests heavily on continuing leadership training for its managers and supervisors. Being a servant leader is central to our culture and we devote significant time and energy making sure that all of our leaders have the tools and resources to lead their teams. Our philosophy is that our leaders are employed to serve the employees and provide them with the tools, training, and guidance to ensure they are successful. We have a “learning lab” at our corporate offices in The Woodlands, Texas, where we teach a series of servant leadership classes. Currently, we have nine formal week-long leadership classes for our supervisors and managers and dozens of leadership webinars.

Customer Service Training—Customer Service Representatives

CSRs are initially trained by a highly experienced customer service manager. They will be specifically indoctrinated into the “Waste Connections Way,” seeking first to understand then to assist the customer in the spirit of WCN’s vision and values statement and way of life. CSRs receive written scripts to answer frequently asked questions. When a new question arises, the CSR manager will address the question and make sure that CSRs are advised of the proper response for future calls. A copy of all training materials will be provided to City staff upon request. In addition, calls are monitored for continuous customer service improvement. WC currently uses the services of Tooty, Inc. to help monitor and improve our customer service levels. Tooty, Inc. offers outstanding program options that have a proven track record for accuracy, developing customer service skills, and improving customer experience. Having our employees listen to themselves with

a customer's ear and viewpoint is where real and lasting learning and improvement begins. All data is electronically transmitted. The customer service manager will carry the initial training of the CSRs into the “real world” by being available to act as a resource for new CSRs, as they put their training into practice. All CSRs are required to attend a ride-along with a driver for areas serviced by WC in order to have a full understanding of operational issues in specific service areas. Ongoing annual CSR training includes WCN web-based training modules and Tooty, Inc. training updates.

New CSR Training

New customer service representatives (CSRs) are given individual training in telephone and customer service procedures for a minimum of three weeks prior to taking a call from our customers. Each CSR receives the following training:

- New employee orientation—an overview of the Waste Connections organization.
- New CSRs ride with drivers of garbage, recycling or yard debris routes during the first month of employment. This orients each CSR to the range of services WC provides customers. The ride along also familiarizes each CSR with truck types, container types and sizes, and cart and bin applications. Additionally, the ride along creates customer empathy as to the different scenarios that may come up with customers or drivers.
- All employees who answer phones, including the CSRs go through a training series supervised by the customer service lead that covers a wide range of topics related to customer service and telephone techniques such as basic telephone skills, determining caller needs, handling irate customers, and proactive customer service. Each CSR is given a manual outlining rates and specific procedures for the services we provide in all service areas for our clients. Customers may have different service requirements including rates, container sizes, and collection frequency which must be understood prior to the CSR talking to a customer.
- A new CSR spends several days one-on-one with an experienced CSR, observing, listening and learning the mechanics of our customer service and billing system. Once familiar with the computer system the new CSR listens to conversations with customers and CSRs to better understand the types of questions asked by customers and the proper responses to give. Prior to taking customer calls by themselves, a new CSR begins answering customer calls with an experienced CSR also on the phone call, giving assistance as needed. Once a new representative is trained and comfortable with answering the phone, they take calls and meet daily

with the customer service lead to review questions and provide coaching. Additionally, CSRs are provided scripts to guide them through the more common types of customer calls.

- All new CSRs receive map training from the customer service lead. Large maps are displayed showing routes and borders of all service areas. Both the operations manager and the CSR Lead give general training of street naming methodology, directional distinctions, and City borders. More specific map training is conducted throughout the three-week training period. Once training is completed, CSRs are encouraged to use maps when setting up new customers on an ongoing basis.
- On a monthly basis or more frequently as needed, all CSRs will meet with the customer service manager as a group to review policies and procedures. Each employee actively participates in these meetings, listening to directives and giving feedback to the customer service manager and fellow employees.
- New customer service representatives are trained to focus on providing quality service. New representatives review our customer service manual, take a series of online trainings on the waste industry, and spend several weeks honing their skills on our billing software before they are working independently with customers over the phone.
- Additionally, once a new representative is working independently, a daily printout of their work is reviewed to assure that all of their service changes and calls were accurately handled. We do not stress “call quantity” to new representatives, rather we stress “call quality.”
- All CSRs are encouraged to communicate with one another and with management through daily e-mails or phone calls. There is an open-door policy for all employees, giving and receiving regular feedback from all departments including operations, dispatch, and accounting. It is clearly understood that all departments within WCN are interrelated by the customers we serve and that each employee group does have an effect on the service we provide to our customers.

Driver Customer Service Training

Drivers are thoroughly trained to address all aspects of customer service, ranging from understanding and learning to read their route lists to proper container placement, access of customer properties, the use of printed materials, and courteous personal interaction with customers for education and notification

about proper set-out of carts and bins, preventing contamination, etc. Following their initial training as part of implementation, drivers will receive ongoing training on customer service. WC's excellent driver customer satisfaction record reflects our success in the program.

Driver Training

As safety is our number one operating value, all new hire drivers, regardless of prior experience, undergo a mandatory, minimum 23-day training program where they are trained and evaluated by a designated driver trainer and supervisor. This 23-day program emphasizes safety culture through situational training on WC's 5 Core Operating Values, in addition to teaching proper driving skills, fundamental safety training, regulatory compliance, and customer service expectations. No new hire drives solo without satisfactorily completing this program. Operations supervisors and all drivers are additionally trained in the **SMITH System** driver training program. This program, in existence since 1952, is utilized by numerous commercial driving operations and is required for all WCN drivers and operations management.

On all company vehicles, Waste Connections and its subsidiaries utilize **3rdEye** (an AWTI company) on-board cameras that continuously monitor driver behavior and record specific triggered events. Recorded events are used to coach drivers. Continuous improvement of driving skills, safety habits, and customer service are also achieved through monthly safety meetings, supervisor "ride-alongs," and safety and work-practice observations.

WC's compliance with all Texas Department of Transportation Commercial Vehicle regulations is mandatory and actively supervised. WC develops and utilizes specific safety and emergency situation training programs that include safe driving practices, and spill prevention and release response. All WC trucks are equipped with spill containment kits, fire prevention, emergency response, personal protective equipment, and reflective triangles for roadside emergencies. All drivers are required to wear clothing that meets ANSI standards for reflectivity.

Health and Safety Programs and Training

It is Waste Connections' policy to conduct all operations in a safe and healthful manner. The safety and health of every employee is a fundamental consideration

in every business decision and plan, and all reasonable precautions will be taken to protect employees from injury and illness. Our goal is to prevent the occurrence of all work-related injuries, illnesses, and property losses. It is our philosophy that, by striving to eliminate unsafe conditions and actions, we will eventually achieve this goal. All applicable safety regulations, codes, and accepted work practices are trained upon and followed. Each employee is informed of any hazards associated with his or her job and trained in safe work procedures, the use of personal protective equipment, and other means intended to provide required protection. Training is conducted upon the hiring of every new employee, prior to an employee being placed in a new position, prior to conducting different work from that to which they are accustomed, and monthly on required topics and as needed.

Waste Connections' safety program includes accident and injury improvement, safety meetings, safety committee meetings, driver/operator management, reporting and safety assessments, route and work observations, spill response, regulatory training including lockout/tag-out training, fire prevention training, medical and first aid training, heat and cold stress, accident prevention, defensive driving SMITH system training, PPE training, bloodborne pathogen training, etc.

34. Information on charges to the City for performing emergency disaster response

Storm Debris Cleanup Response

In the case of a natural disaster where large amounts of bulky wastes or brush or debris may need the application of additional collection resources, Waste Connections will work closely with the City to respond to any such need. Our experience responding to natural disasters on the Gulf Coast and to the Bastrop fires and floods will insure our response to the emergency is quick, reliable and cooperative.

Upon notification by the City Waste Connections Managers will meet with the City, observe the magnitude of the material that needs to be collected, note any special situations (such as hazardous wastes, blocked streets or impaired utilities) and develop an action plan to collect the material in a manner that is safe and economical for the community. Priority collection will be directed toward primary streets to enable safe traffic flow and access to public facilities and emergency centers and to get the utilities back in operation.

Waste Connections will meet with and cooperate with other agencies such as FEMA, Police, Fire, National Guard, Volunteer Organizations and other appropriate entities to provide a coordinated response to the disaster. Waste Connections will provide containers and collection services to any Command Centers or shelters that may be established.

Waste Connections has spare vehicles, containers, trucks with grapple bucket booms, tools and other supplies. We will dedicate the appropriate personnel to be on-site as required.

Waste Connections Blue Crew Emergency Response Teams are available from other Districts in and outside of Texas. They can provide additional equipment and personnel as needed.

Waste Connections proposes a meeting with the City to further define and put into place the elements of a disaster cleanup response as soon as possible after contract award.

Proposed Rates

Services for a three man crew are outlined in the Optional Work portion of the RFP Proposal Cost Form. These services are not typically applied in event of storm debris cleanup, but may be appropriate given the emergency situation.

More ideal for storm debris cleanup, WC provides a boom truck service. In addition to the rates outlined as Optional Work. WC is prepared to offer a going rate of \$200 per hour of boom truck time plus \$45 per ton disposal for emergency response for storm debris cleanup services.

Exhibit A – Sample Communication Guides for City Residents

SOLID WASTE & RECYCLING SERVICES GUIDE

Welcome to Manor, TX!

Waste Connections is proudly partnered with City of Manor as your local solid waste and recycling service provider.

Collection Day

Please refer to the following **City of Manor Trash and Recycling Map** for your scheduled collection day.

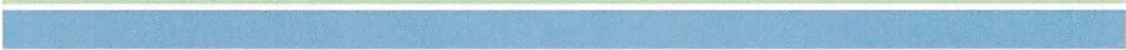
Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, URCSAG, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), Mapbox, Swisstopo, Mapbox Intelligence, Swisstopo, NRC, Esri, OpenStreetMap contributors, and the GIS User Community

**City of Manor
Waste Connections
RESIDENTIAL
Collection Schedule**
Weekly trash collection, bi-weekly recycling collection

- MONDAY ZONE 1 (GREENBURY VILLAGE, BELL FARMS, CARRIAGE HILLS, VILLAGE AT MANOR COMMONS)
- TUESDAY ZONE 2 (STONEWATER, PRESIDENTIAL GLEN, PRESIDENTIAL HEIGHTS, MANOR HEIGHTS)
- WEDNESDAY ZONE 3 (DOWNTOWN, WILDHORSE CREEK, HAMILTON POINT, LAGOS)
- THURSDAY ZONE 4 (SHADOWGLEN)

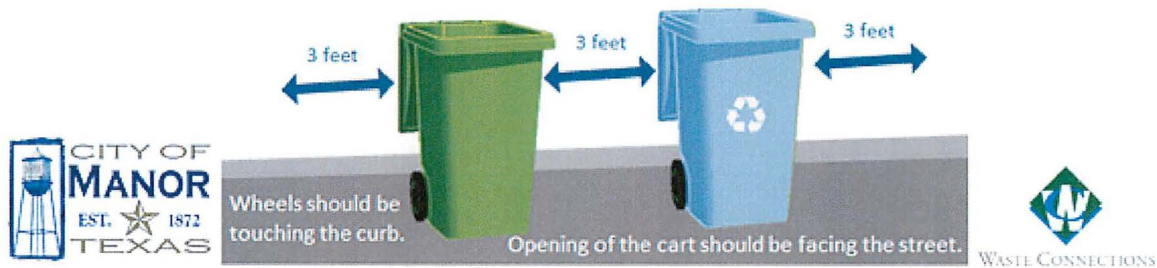
Customer Service, Complaints and Questions

Please contact the City of Manor Utility Office at 512-272-5555.



Solid Waste & Recycle Cart Placement Instructions

Please place carts 3 feet from ANY obstacles such as other carts, vehicles, mailboxes, or fences.



Collection Times

Please place your carts at the curb for collection before 6:30 a.m. Collection will occur between the hours of 7 a.m. and 7 p.m.

Trash Carts

- The green cart is for trash.
- Please put your normal household trash items in the blue trash cart.
- Please DO NOT put medical waste, hazardous waste, explosives, flammable liquids, pesticides or dead animals in the trash cart or on the curb for collection.

Recycling Carts

- The blue cart is for recycling.
- All recyclables must fit inside the cart.
- The figure below identifies acceptable single-stream recycling materials.

Collection Schedule

Please refer to the following **Manor Residential Trash & Recycling Collection Schedule**.

- Trash will be collected weekly.
- Recycling will be collected every other week.

Please note: Dates in **green** are for trash collection only; dates in **blue** are for trash AND recycling collection. When recycling is collected, it will be collected on the same day as your trash.

A date in **red** indicates that collection will occur on the following day because of a holiday.



CITY OF MANOR
EST. 1872
TEXAS

SINGLE STREAM RECYCLING
MIX THE FOLLOWING RECYCLABLES IN HERE:

NO:

- ELECTRONICS
- COOLERS/ICEBOXES
- STOVE PARTS
- METALLIC CONTAINERS
- HOUSEHOLD HAZARDOUS WASTE
- GLASS BOTTLES, WINDOW GLASS, OR MIRRORS

Place Recycling Cart by Curb by 7 A.M. On Your Scheduled Recycling Day.
All Items Must Be **INSIDE** The Cart.
Place Your Cart At Least 5 Feet From Your Trash Cart.

Calendar Key

- Trash Only
- Recycle & Trash
- Holiday Slide Days

New Years, Thanksgiving, and Christmas Day are the only three weekdays of the year when service is suspended. During these weeks, scheduled services will slide one day following the Holiday.

City of Manor 2020 Recycle Calendar



Jan-20							Feb-20							Mar-20							Apr-20						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	1	2	3	4	5	6	7				1	2	3	4	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	8	9	10	11	12	13	14	5	6	7	8	9	10	11
12	13	14	15	16	17	18	9	10	11	12	13	14	15	15	16	17	18	19	20	21	12	13	14	15	16	17	18
19	20	21	22	23	24	25	16	17	18	19	20	21	22	22	23	24	25	26	27	28	19	20	21	22	23	24	25
26	27	28	29	30	31	23	24	25	26	27	28	29	29	30	31	26	27	28	29	30							

May-20							Jun-20							Jul-20							Aug-20						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6				1	2	3	4							1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30	26	27	28	29	30	31	23	24	25	26	27	28	29	30	31			

Sep-20							Oct-20							Nov-20							Dec-20						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
27	28	29	30	25	26	27	28	29	30	31	29	30	27	28	29	30	31										


** Recycle collection is same day of the week as your trash collection. **
 ** Please have carts curbside by 6:30 AM **

cityofmanor.org | (512) 272-5555

Exhibit B – Equipment Descriptions and Specifications

Residential Service Truck: McNeilus ZR Side Loader

**ZERO RADIUS™ (ZR)
SIDE LOADER**



VERSATILE. EFFICIENT. UNRIVALED.
Your Best Navigator in Residential Collection.

McNeilus.
GET IN.

Waste Connections Lone Star, Inc.



FLEXIBLE: There can be a lot of obstacles to handle on a daily collection route: narrow streets and alleyways, clearance issues around containers. Get over these hurdles with the McNeilus Zero Radius™ Automated Side Loader.

INNOVATIVE: This advanced refuse truck offers an innovative, yet simple, zero radius operation. The arm reaches rather than swings out, so you don't need a wide clearance to grab cans. With optional 12-foot extended reach, it's even easier to navigate cul-de-sacs and obstructions such as parked cars. This field-proven arm can also handle some of the densest routes.

Other enhancements include the McNeilus CODE™ system. These simplified CAN-based controls provide complete vehicle diagnostics at your fingertips. Plus, there's an integrated smart fuse panel, reduced hardware requirements, pre-trip reminders, status messages and more!



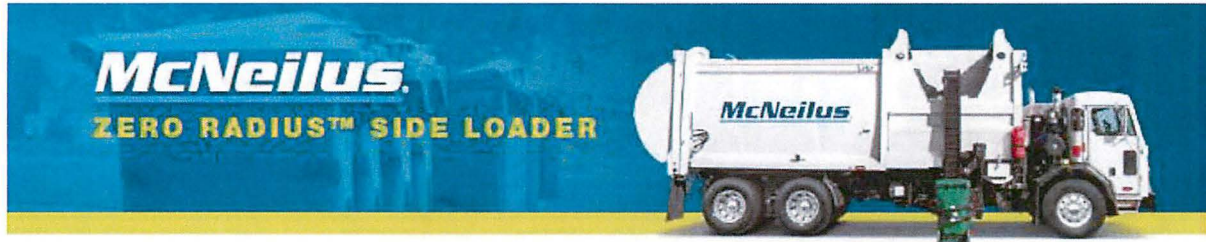
STREET SMART PARTS
BY McNEILUS

Quality OEM parts for all makes and models
www.StreetSmartParts.com or 888.886.7278



- A** Full-eject body reduces chassis wear and simplifies operations, which also reduces exposure to hazards for the operator.
- B** Up to 80% of hydraulic contaminants can enter through the packing cylinders. McNeilus-exclusive Excalibre™ cylinders help prevent hydraulic contamination with a patented tool steel shaver and field-proven seal that significantly minimizes problem-causing debris.
- C** Hopper wall designed with a single, thicker sheet of abrasion-resistant steel for improved service life and durability. Using a single sheet also offsets weight added by reinforcing the arm, reducing net vehicle weight and adding strength.
- D** Reinforcement along the entire length of the ZR arm increases the expected service life and improves the durability of the arm structure by helping distribute forces more evenly.
- E** Load-sense hydraulics offer major fuel cost savings, and electronic proportional controls offer smooth operate-at-idle capability.
- F** Arm grabber assembly picks up cans from 30 to 110 gallons. Arm is mounted to the body rather than to the chassis, reducing stress on the vehicle frame.
- C** McNeilus CODE™ provides simplified CAN-based controls, with superior diagnostics and troubleshooting at your fingertips, plus electronic proportional commercial and residential joystick.
- McNeilus is a member of these national purchasing programs.**
NJPA AWARDED CONTRACT #12345678
NGACBuy

Waste Connections Lone Star, Inc.



DESCRIPTION	22 YD ³ (16.8 M ³)		24 YD ³ (18.4 M ³)		26 YD ³ (19.9 M ³)		27 YD ³ (20.6 M ³)		28 YD ³ (21.4 M ³)		31 YD ³ (23.7 M ³)	
Body Length: Tailgate Closed	240 in.	6096 mm	260 in.	6604 mm	280 in.	7112 mm	294 in.	7468 mm	300 in.	7620 mm	314 in.	7976 mm
Body Length: Tailgate Open	307 in.	7798 mm	307 in.	7798 mm	347 in.	8814 mm	361 in.	9169 mm	347 in.	8814 mm	361 in.	9169 mm
Height: Tailgate Closed	101 in.	2553 mm	101 in.	2553 mm	101 in.	2553 mm	101 in.	2553 mm	101 in.	2553 mm	101 in.	2553 mm
Height: Tailgate Open	145 in.	3683 mm	163 in.	4128 mm	145 in.	3683 mm	145 in.	3683 mm	163 in.	4128 mm	163 in.	4128 mm
Max Height When Dumping	122 in.	3099 mm	122 in.	3099 mm	122 in.	3099 mm	122 in.	3099 mm	122 in.	3099 mm	122 in.	3099 mm
Body Width: Arm Out, Grbr Closed 6 ft Reach (12 ft Reach)	206 in. (269 in.)	5232 mm (6833 mm)	206 in. (269 in.)	5232 mm (6833 mm)	206 in. (269 in.)	5232 mm (6833 mm)	206 in. (269 in.)	5232 mm (6833 mm)	206 in. (269 in.)	5232 mm (6833 mm)	206 in. (269 in.)	5232 mm (6833 mm)
Body Width: Arm In, Grbr Closed	143 in.	3620 mm	143 in.	3620 mm	143 in.	3620 mm	143 in.	3620 mm	143 in.	3620 mm	143 in.	3620 mm
Body Width: Arm In, Grbr Open	115 in.	2921 mm	115 in.	2921 mm	115 in.	2921 mm	115 in.	2921 mm	115 in.	2921 mm	115 in.	2921 mm
Grabber Height from Ground**	12 in.	305 mm	12 in.	305 mm	12 in.	305 mm	12 in.	305 mm	12 in.	305 mm	12 in.	305 mm

**Dimension based on 40-inch chassis frame rail height. Actual dimension will vary depending on chassis measurement.

PERFORMANCE SPECIFICATIONS (in seconds)*

WORKING RPM @ IDLE	
Arm Out	2-1/2
Arm In	2-1/2
Arm Up	3
Arm Down	3
Grabber Open	1-1/2
Grabber Closed	1-1/2
Pack Cycle	16 (+/- 10%)
Ejector Extend (to end of body)	27
Ejector Retract (to home position)	13
Hopper Cover Up	1-1/2
Hopper Cover Down	1-1/2
Tailgate Open	16
Tailgate Closed	18

*Cycle times may vary slightly

ARM ASSEMBLY

Arm Construction Tube	Grade 500B tube
Arm Style	Zero Radius (ZR)—ideal for demanding residential routes riddled with tight spaces and tough obstacles

Arm Lifting Capacity = 550 lb

Arm Reach = 6 ft (standard), 12 ft (optional)

HOPPER SPECIFICATIONS

Hopper Capacity (w/hopper cover down)	Largest in the industry at 4.8 useable cubic yards
Hopper Walls	3/16 in. AR400
Hopper Floor	1/4 in. AR400

PACKER/EJECTOR SPECIFICATIONS

Lower Packing Face	1/4 in. AR200
Packing Panel Follower	10-gauge grade 50 high-strength steel
Track and Wear Strips	Chromium carbide X-Wear

BODY SPECIFICATIONS

Body Floor	3/16 in. AR200
Body Walls	AR450 and AR200
Roof	12-gauge GR50

TAILGATE SPECIFICATIONS

Tailgate Rear and Side Walls	1/8 in. AR450
Eight-Point Automatic Locking Tailgate	

OPERATIONS

McNeilus CODE™ is a simplified control system that offers the most reliable technology in the business (smart fuse panel, complete diagnostics, vehicle status messages, pre-trip reminders and much more.)

Electronic proportional controls

HYDRAULICS

Pump	Piston type: load-sense, PTO-mounted
Control Valves	Proportional electric/hydraulic
Oil Reservoir Capacity	50 gallon
Return Filter	5 micron-in tank
Suction Strainer	100 mesh stainless steel

CYLINDERS

Ejector Cylinder	Multistage w/ Excalibre™ nitrided rods
Arm Cylinder	Hydraulic motor driven
Tailgate Cylinder	25 in. x 38 in. stroke

PAINTING

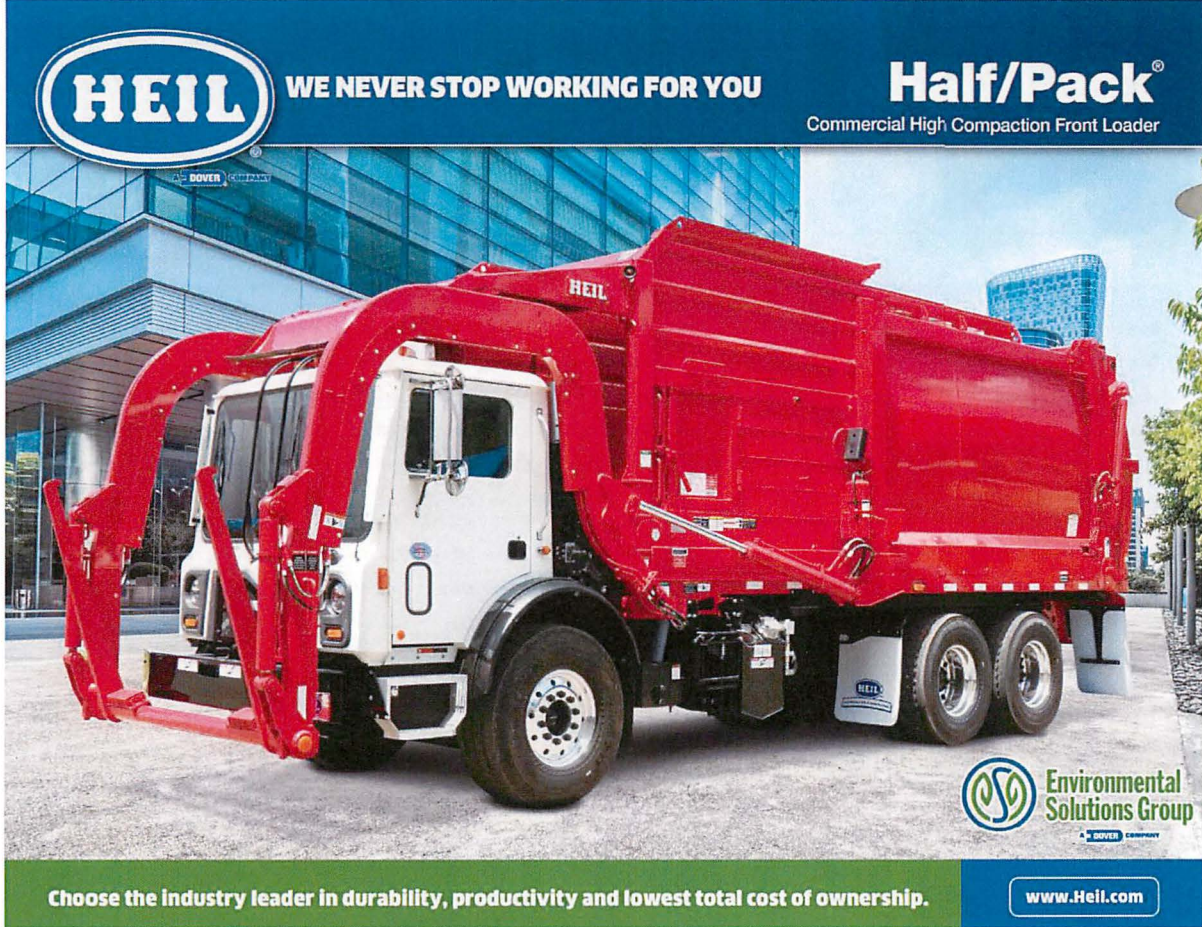
Packer and components steel shot blasted, then primed and painted separately to provide complete top coat coverage to all areas

Finish: Sikkens' Autocoat BT LV650 Topcoat, a high-performance, high solids polyurethane

MCNEILUS WARRANTIES

Contact your McNeilus representative on warranty details. For more information, go to www.mcneiluscompanies.com

Commercial Service Truck: Heil Half/Pack Front End Loader

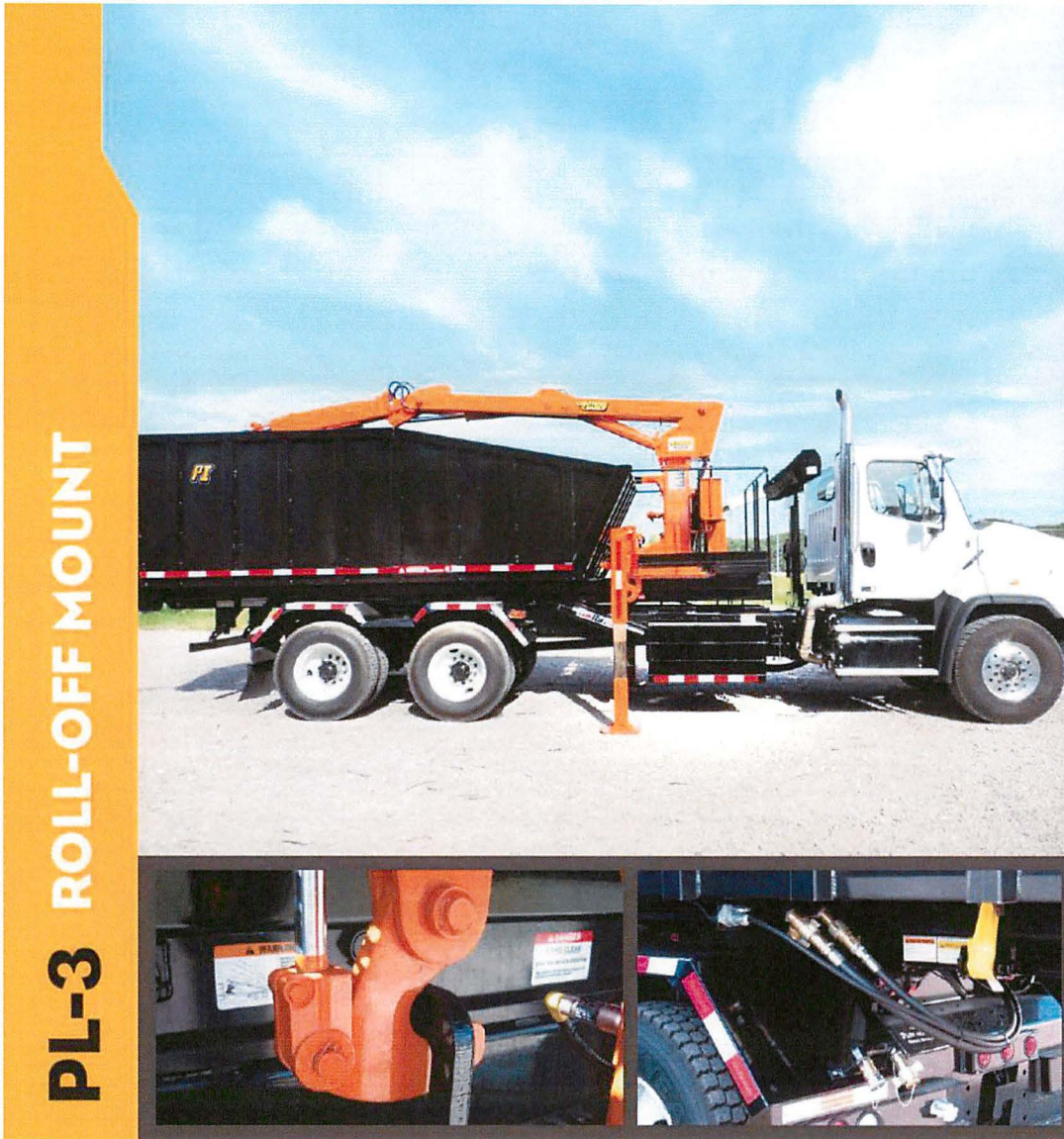


Body Specifications		20 yd ³	23 yd ³	28 yd ³	32 yd ³
Body Capacity		20 yd ³	23 yd ³	28 yd ³	32 yd ³
Hopper Capacity		12 yd ³	12 yd ³	12 yd ³	12 yd ³
Gross Capacity		32 yd ³	35 yd ³	40 yd ³	44 yd ³
Gross Weight (approx.)	lbs.	18,000 lbs.	18,100 lbs.	19,300 lbs.	20,000 lbs.
	kg				
Overall Length ^(a)	in.	364 in.	383 in.	415 in.	433 in.
	mm				
Overall Width	in.	96 in.	96 in.	96 in.	96 in.
	mm				
Overall Height ^(b)	Arms Down	in.	107 in.	107 in.	107 in.
		mm			
	Arms Up	in.	120 in.	120 in.	120 in.
		mm			
Hopper Opening	in.	83 in. x 93 in.	83 in. x 93 in.	83 in. x 93 in.	83 in. x 93 in.
	mm				
Compaction Rate		117,000 lbs yd ³	117,000 lbs yd ³	117,000 lbs yd ³	117,000 lbs yd ³

^(a) Arms Down, Forks Tucked ^(b) Above Frame

Waste Connections Lone Star, Inc.

Bulk & Brush Service Truck: Petersen PL-3 Boom Truck

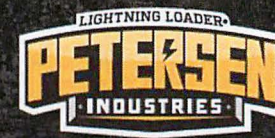


PL-3 ROLL-OFF MOUNT

MUSCLE WHEN YOU NEED IT

The PL-3 is a skid-mounted loader and body combination, ready to be added to your new or existing roll-off truck. Easy install and removal keeps your fleet versatile. It's the legendary Lightning Loader®, available when you need it.

- **Mount on New or Existing Roll-Off Trucks**
Purchase it with a new truck, or add it after the fact
- **Add Versatility to Your Fleet**
With no dedicated chassis required, it gives new functionality to your roll-off trucks
- **Perfect for Seasonal Use**
Easy set-up when you need it, let it sit when you don't



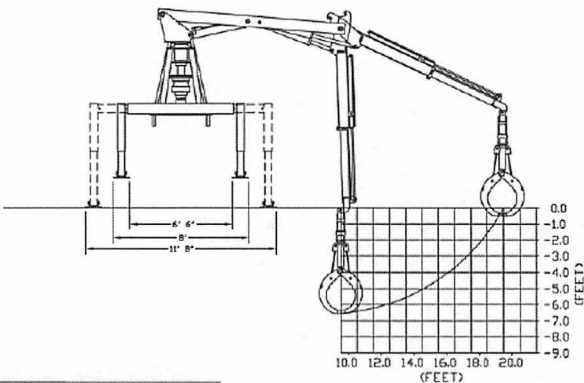
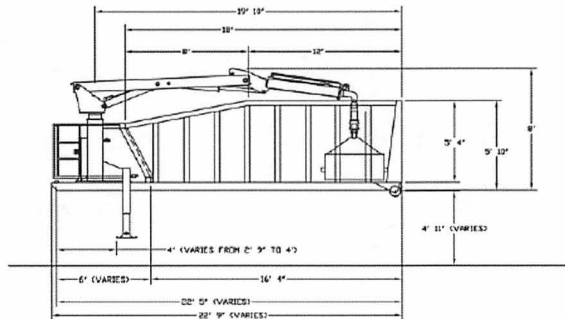
American born. American made.
Efficient, dependable one-man operations for secure solid waste removal. Revolutionizing grapple trucks since 1957 and home to the original, industry-defining Lightning Loader®.

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Waste Connections Lone Star, Inc.

SPECIFICATIONS & TECHNICAL DATA



SYSTEM DESCRIPTION

The model PL-3 Lighting Loader® and corresponding body are mounted on a steel skid, built to fit cable-style roll-offs. Heavy steel rollers on the rear of the body allow for easy installation and removal, while the skid itself hydraulically locks to the chassis.

Both an 18 Foot, 24 cubic yard body, and a 20 Foot, 26 cubic yard body are available.

CONTROL OPTIONS

Dual manual controls for outriggers and loader on both sides of the truck for accessibility and visibility come standard. QUADSTICK® mechanically linked joystick controls are also an available option.

The PL-3 comes equipped with a grip strut serrated steel walk platform, steel handrails, and a frame lock control lever at the valve bank.

GENERAL SPECIFICATIONS

Reach	20 ft. 7 in.
• Main Boom & Tip Boom	16 ft. 7 in.
• Tip Extension	4 ft.
Unit Weight (empty)	11,500 lbs.
Outrigger Span	11 ft. 8 in.

LIFT CAPACITY

Radius	Load Capacity
10 ft. radius	7,100 lbs.
16 ft. radius	4,400 lbs.
20 ft. radius	3,200 lbs.

CHASSIS & HOIST REQUIREMENTS

	18 Ft. 24 cy.	20 Ft. 26 cy.
GVW	60,000 (tandem)	60,000 (tandem)
Cab to Trunnion	174 in.	194 in.
Hoist Capacity	50,000 lbs.	50,000 lbs.
Rail Length	22 ft. 6 in.	24 ft. 6 in.

SCAN TO LEARN MORE

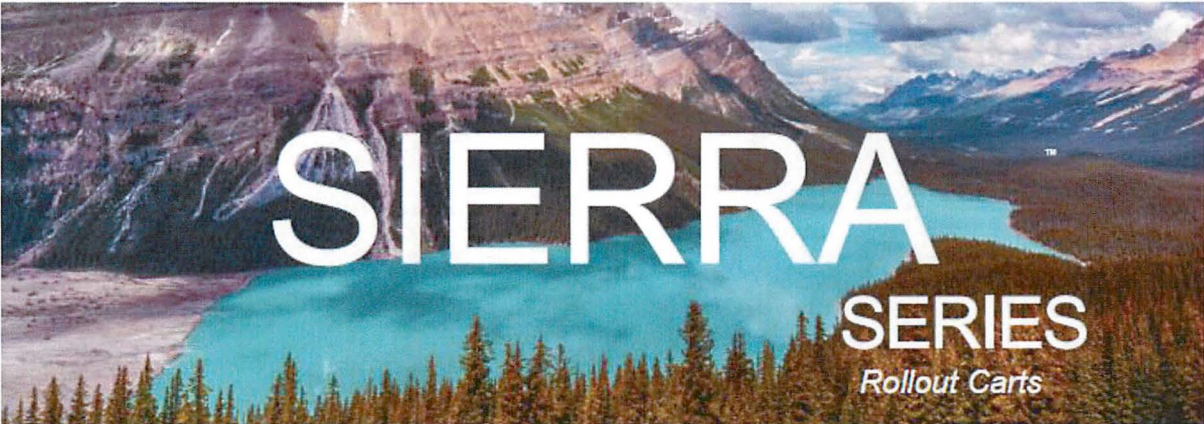


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Residential Roll-Out Carts: Sierra Container



95 Gallon



65 Gallon

Providing quality and sustainable solutions for the "Good of the Industry"

Waste Connections Lone Star, Inc.



The Sierra Line of Rollout Carts

has been designed by industry experts

to improve overall functionality and long term durability to support all types of waste, recycling and organics collection programs.



- Our injection process uses high density polyethylene (HDPE) that yields precise design features and strength in critical wear areas;
- UV stabilized against the long-term effects of the sun;
- 100% recyclable;
- Designed for easy assembly and requires no bolts or holes that could potentially leak;
- Ergonomically designed to be user friendly while maximizing wind stability.

Key Features & Colors



10" Quick Release Wheels w/ Integrated Spacers



Laser Engraved Serial Numbers & Bar Code



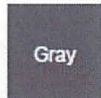
Multiple Lid Handles and Touch Points



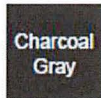
Rotating Catch Bars Installed During Production



Black



Gray



Charcoal Gray



Kelly Green



Camo Green



Forest Green



Recycling Blue



True Blue



Navy Blue



Dark Blue



Tan



Brown

*Colors above are for illustration purposes only, color chips and custom colors available upon request.



95 & 65 Gallon Universal Rollout Carts
For Type B/G (Semi & Fully) Automated Lifters

SIERRA SERIES

Branding-highlights

- Large 9.5" W x 7.5" H branding area for your company logo

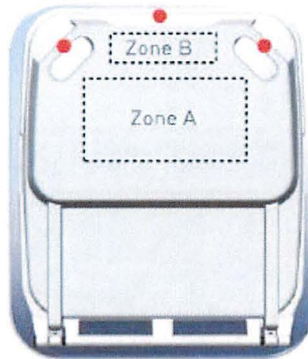


- Bottom wear strips for added protection.
- Quick release wheels for easy assembly & dis-assembly.

- 8"x7" or 11"x 6" In-Mold Label or Hot Stamp options in (Zone A)

- Standard Lid Insert or Hot Stamp in Zone B

- Multiple lid handle options for easy access below



- Large open handle areas for easy gripping with gloves.

- Sequential serial #'s & barcode for quick identification and easy tracking



- Pre-installed catch bars, no installation required by customer.
- Optimal gripping diameter for improved compatibility with lifters.

SPECIFICATIONS

Dimension	95 Gallon	65 Gallon	Certifications / Warranty
Length (Depth)	33.50"	27.75"	✓ 10-year warranty on both 95 & 65 Gallon Models
Width	28.00"	25.00"	
Height w/ Lid	44.25"	41.75"	✓ 20-year life expectancy, designed for the most rigorous environments
Height w/out Lid	41.00"	38.5"	
Wheel Diameter	10" Diameter	10" Diameter	✓ Meets all American National Standards Institute (ANSI) requirements for safety and lifter compatibility (ANSI Z245.30 & Z245.60)
Axle	3/4" Diameter	3/4" Diameter	
Load Rating	332.50 lbs.	227.50 lbs.	
Assembled Weight	40.00 lbs.	32.00 lbs.	
Units Per Stack	12	12	✓ 100% Recyclable
TL Quantity (53')	600 (Includes Assembled Lids)	792 (Includes Assembled Lids)	
Assembly Required	Axles & Wheels Only	Axles & Wheels Only	



Waste Connections Lone Star, Inc.

Commercial Dumpsters: Box Gang Front End Load Containers

Front Load Container Slant & Flattop

- Heavy Duty Standard Specs
- Safe & Easy to load
- Custom Sizes & Styles Available
- Replacement Bottoms For Old Containers
Built To Order



The Box Gang Advantage



Continuously Welded Top Tube
Inside of top tube continuously welded at front to prevent material from catching and liquid from running down front of container when dumped.



Flared Pockets with Bumpers
3-way heavy duty flared pockets reinforce and protect the container sides and easily guide forks on truck in to pockets.



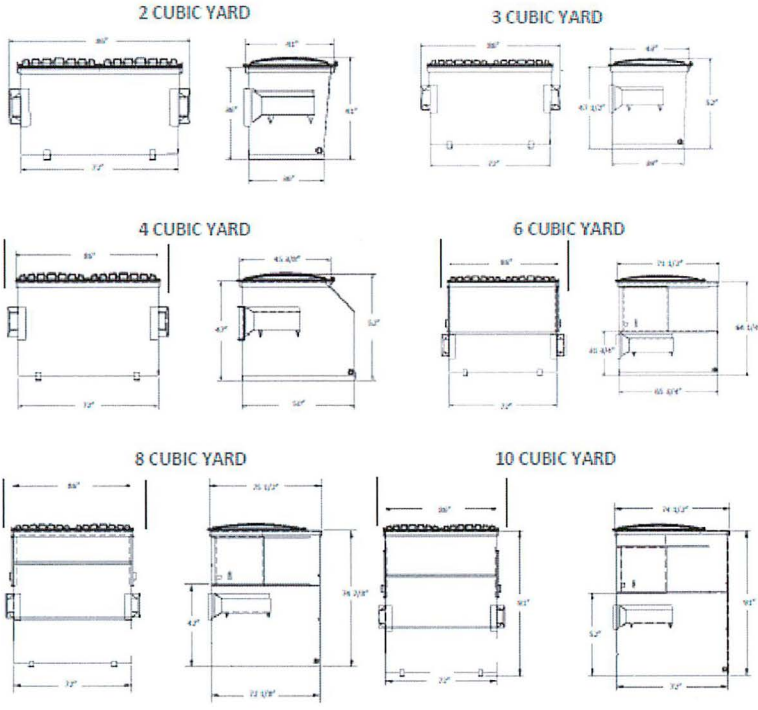
Repairs & Replacement Bottoms
Need repairs on your old containers? We build replacement bottoms and provide container repairs and painting.



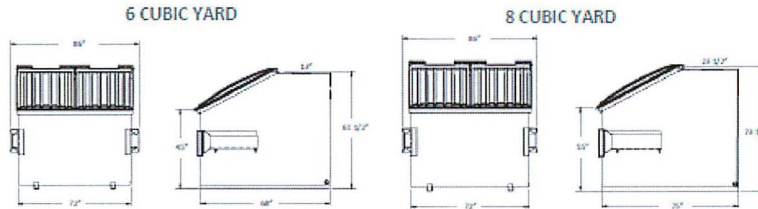
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Flattop Frontload



Slant Frontload



*Dimensions and specifications are nominal and subject to change

Standard Features

- 10 Gauge Floor
- 12 Gauge Sides
- 7 Gauge Pockets w/Flared Fork Pockets & Gussets
- Heavy Duty Front Bumpers
- Set of Single Wall Double Lip Poly Lids
- Two Floor Channels Capped at Front or Optional Set of 5 Ground Feet
- Inside of top tube continuously welded along front & 12" up sides to prevent material catching and liquid dripping down front of container
- 1 3/4" Drain with Foam Plug
- Primed Inside & Outside
- Enamel Based Paint Outside Any Color

Options


- Swivel, Rigid & Lockable Rubber, Phenolic or Polyurethane Casters
- Quick Release Caster Pads
- Custom Built Containers
- Heavy or Light Duty Specifications
- Rust Prevention Coating Application

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Exhibit C Conflict of Interest

In reference to the City of Dripping Springs 2020 Solid Waste RFP, Waste Connections Lone Star, Inc. meets all City and state ethics and conflicts of interest requirements.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295		
		1 of 1		
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING		
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Waste Connections Lone Star, Inc. Austin, TX United States	Certificate Number: 2020-605656 Date Filed: 04/07/2020 Date Acknowledged:			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Dripping Springs				
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. RFP Solid Waste Solid Waste Collection and Disposal Services				
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
5 Check only if there is NO Interested Party. <input checked="" type="checkbox"/>				
6 UNSWORN DECLARATION My name is <u>John Harms</u> , and my date of birth is <u>06-24-1986</u> . My address is <u>9904 FM 812</u> (street), <u>Austin</u> (city), <u>TX</u> (state), <u>78719</u> (zip code), <u>US</u> (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in <u>Travis</u> County, State of <u>Texas</u> , on the <u>7th</u> day of <u>April</u> , 20 <u>20</u> . <div style="text-align: center; margin-top: 10px;">  _____ Signature of authorized agent of contracting business entity (Declarant) </div>				
Forms provided by Texas Ethics Commission		www.ethics.state.tx.us		Version V1.1.3a6aaf7d

Waste Connections Lone Star, Inc.

Exhibit D – Proposal Security & Performance Bond

BID BOND

Bond No. N/A

KNOW ALL MEN BY THESE PRESENTS, That we, Waste Connections Lone Star, Inc., as
 Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company, a corporation
 duly organized under the laws of the State of Massachusetts as Surety, hereinafter called the Surety, are held and firmed
 bound unto City of Dripping Springs, as Obligee, hereinafter called the
 Obligee, in the sum of --- Five Thousand Dollars Even --- (\$5,000.00), for the payment
 of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
 administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Solid Waste Collection and Disposal Services

NOW, THEREFORE, if the said Contract be timely awarded to the Principal and the Principal shall, within such time as may
 be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the
 faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 26th day of March, 2020.

Samantha Gordon
 Samantha Gordon (Witness)

Waste Connections Lone Star, Inc.
 (Principal) (Seal)
 BY: James M. Little, Executive VP (Title)
Liberty Mutual Insurance Company
 (Surety) (Seal)

* SEE ATTACHED NOTARY ACKNOWLEDGMENT *
 (Witness)

BY: A. Catherine Skeen
 A. Catherine Skeen, Attorney-in-Fact

S-2343-1 (07-97)

Waste Connections Lone Star, Inc.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No 8201213-969099

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies") pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David W. Garese, Lisa Betancour, Robert J. Garese, A. Catherine Skeen, Brooke A. Skeen

all of the city of Sacramento state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of those presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of May, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY

On this 7th day of May, 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of March, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

LMS-12573 LMIC OCIC WAIC Multi Co_05/2018

ACKNOWLEDGMENT

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

State of California
County of Sacramento

On March 26, 2020 before me, Alison Rachele Chambers Stubbs, Notary Public
(insert name and title of the officer)

personally appeared A. Catherine Skeen
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are-subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Alison Rachele Chambers Stubbs* (Seal)





Liberty Mutual Surety

March 26, 2020

City of Dripping Springs
511 Mercer Street
Dripping Springs, TX 78620

Re: Waste Connections Lone Star, Inc.
Solid Waste Collection and Disposal Services

To Whom It May Concern:

Waste Connections Lone Star, Inc. is a highly regarded client of Liberty Mutual Insurance Company for bonding purposes.

We understand that Waste Connections Lone Star, Inc. will be presenting a proposal to you for Solid Waste Collection and Disposal Services. If the proposal is accepted and Waste Connections Lone Star, Inc. is asked to post a Performance Bond, Liberty Mutual Insurance Company is prepared to issue this bond in an amount of \$15,000 per page 12 of the RFP, on our preferred, Annually Renewable Performance Bond form, a copy of which is attached for review.

If you have any questions about this fine client, please feel free to give me a call at 916.971.8843.

Sincerely,

Liberty Mutual Insurance Company

BY: *A. Catherine Skeen*
A. Catherine Skeen, Attorney-In-Fact

Member of Liberty Mutual Group

Waste Connections Lone Star, Inc.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. **8201213-969099**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David W. Garese, Lisa Betancur, Robert J. Garese, A. Catherine Skeen, Brooke A. Skeen

all of the city of Sacramento state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of May, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of May, 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 26, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

- ARTICLE IV – OFFICERS: Section 12. Power of Attorney.**
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.
- ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.**
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of March, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMC OCIC WAIC M.H. Ch_062118

ACKNOWLEDGMENT

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

State of California
County of Sacramento

On March 26, 2020 before me, Alison Rachele Chambers Stubbs, Notary Public
(insert name and title of the officer)

personally appeared A. Catherine Skeen
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are-subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.


I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: *Alison Rachele Chambers Stubbs* (Seal)



Exhibit E – Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE:MM/DD/YYYY
08/00/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT PHONE (AC. No. Ext): (866) 283-7122 FAX No.: (800) 363-0105 EMAIL														
INSURED Waste Connections Lone Star, Inc. 3 Waterway Square Place, Suite 110 The woodlands TX 77380 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: Indemnity Insurance Co of North America</td> <td>43575</td> </tr> <tr> <td>INSURER C: ACE Property & Casualty Insurance Co.</td> <td>20699</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Indemnity Insurance Co of North America	43575	INSURER C: ACE Property & Casualty Insurance Co.	20699	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE American Insurance Company	22667														
INSURER B: Indemnity Insurance Co of North America	43575														
INSURER C: ACE Property & Casualty Insurance Co.	20699														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570077892702 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ACORD 101	SUBR	WAIV	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
								DESCRIPTION	AMOUNT
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-DUCT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER				HD0G71571567	08/01/2019	08/01/2020	EACH OCCURRENCE	\$2,000,000
								DAMAGE TO RENTED PREMISES (EA occurrence)	\$100,000
								MED EXP (Any one person)	
								PERSONAL & ADV INJURY	\$2,000,000
								GENERAL AGGREGATE	\$5,000,000
								PRODUCTS - COMP/OP AGG	\$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY-AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY				ISA H25301031	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (EA accident)	\$5,000,000
								BODILY INJURY (Per person)	
								BODILY INJURY (Per accident)	
								PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEF <input checked="" type="checkbox"/> RETENTION				X00G27614620005 SIR applies per policy terms & conditions	08/01/2019	08/01/2020	EACH OCCURRENCE	\$5,000,000
								AGGREGATE	\$5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If Yes, describe above DESCRIPTION OF OPERATIONS below	Y/N			W/LRC66042182 AOS W/LRC66042145 CA	08/01/2019	08/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A						08/01/2019	08/01/2020	E.L. EACH ACCIDENT	\$1,500,000
								E.L. DISEASE-EA EMPLOYEE	\$1,500,000
								E.L. DISEASE-POLICY LIMIT	\$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Evidence of Insurance;

CERTIFICATE HOLDER Waste Connections Lone Star, Inc. 3 Waterway Square Place, Suite 110 The woodlands TX 77380 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

Holder Identifier :

Certificate No : 570077892702



Exhibit F – Applicant/Contractor Exceptions to the RFP

Waste Connections Lone Star, Inc. (“Contractor”) offers the following items to be incorporated in a contract and as exceptions to the Request for Proposal – Solid Waste Collection and Disposal Services (“RFP”) issued by the City of Dripping Springs, Texas (the “City”). These items are intended to identify areas of concern and remain negotiable. We appreciate your consideration and welcome the opportunity to work with you on reaching agreeable terms. Unless defined herein, capitalized terms shall have the meanings set forth in the RFP.

EXCEPTIONS TO RFP

- Contractor takes exception to B. General Information, (4.3) Applicant Qualifications, requesting current financial statements. Contractor is a subsidiary of Waste Connections, Inc. (“WCN”). WCN is a publicly traded company whose shares trade on the New York Stock Exchange. Periodic and annual financial information is reported to the U.S. Securities and Exchange Commission (“SEC”). Audited financial information is provided in WCN’s annual Form 10-K and quarterly Form 10-Q filings with the SEC. Copies of WCN’s periodic and annual filings are available online at www.sec.gov. Separate financial statements are not prepared for Contractor. To the extent that the foregoing financial or confidential information does not satisfy the requirements in the RFP, Contractor takes exception to such requirements.
- Contractor takes exception to C. General Information as follows:
 - 8. Proposal Reservations & Evaluation
 - Contractor requests that the first paragraph be deleted in its entirety as Contractor’s proposed pricing is based upon being the exclusive provider of the commercial and residential solid waste collection services. The Contractor does not object to another entity being awarded the “Optional Work” as set forth in Section D(2).
 - 10. Contract Award
 - Contractor takes exception to the second sentence and requests that it be deleted in its entirety as Contractor’s proposed pricing is based upon being the exclusive provider of the commercial and residential solid waste collection services. The Contractor does not

object to another entity being awarded the “Optional Work” as set forth in Section D(2).

- In addition to the terms set forth in the RFP, the following concepts need to be incorporated into the mutually agreeable contract between the CITY and Contractor:
 1. The City hereby grants the exclusive right and privilege to Contractor to perform all of the services set forth in the RFP. The City may, in its sole discretion, enforce the exclusivity provisions of the Agreement against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of the Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the City shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the Agreement, including, without limitation, the exclusive service rights granted to Contractor pursuant to the Agreement.
 2. Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations (“Excluded Waste”); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the CITY and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the CITY, even if Contractor inadvertently collects or disposes of such Excluded Waste.
 3. The CITY must comply with any description of and/or procedures with respect to removal of contaminants as reasonably provided by Contractor. If the CITY fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement.

4. Except in the case of Contractor's negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.
5. Notwithstanding anything herein to the contrary, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a customer or CITY (excluding normal wear and tear), the CITY (as applicable) will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.
6. Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, the CITY shall have care, custody and control of the equipment while at the service locations. The CITY shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. The CITY must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used in this Agreement shall mean all containers used for the storage of non-hazardous solid waste.
7. Notwithstanding anything herein to the contrary, Contractor may pass through and the CITY shall pay to Contractor any documented increases in disposal fees, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes).
8. If the CITY shall be in breach of any provision of this Agreement, Contractor may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement by Contractor shall be effective until Contractor has given written notice of such breach to the CITY and the CITY has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, Contractor may terminate this Agreement by giving the CITY written notice of such termination, which shall become effective upon receipt of such notice.
9. Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited

to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement.

REQUEST FOR PROPOSAL

Solid Waste Collection and Disposal Services

City of Dripping Springs, TX

with addendums 1, 2, and 3 issued 03.19.2020

**DUE DATE EXTENDED and ELECTRONIC SUBMISSION
ALLOWED (see Page 10)**

The City of Dripping Springs will receive sealed proposals for the following project:

- PROJECT:** Solid Waste Collection and Disposal Services
- DUE DATE AND TIME:** **Friday, April 17, 2020, 4:00 p.m.**
- SUBMISSION LOCATION:** City of Dripping Springs
Deputy City Administrator
511 Mercer Street
Dripping Springs, Texas 78620
- Personal Delivery or U.S. Mail accepted.
No submissions by fax or email.
- DEADLINE FOR INQUIRIES:** **Wednesday, April 8, 2020, 5:00 p.m.**
- TYPE OF WORK:** Residential and Commercial waste collection, recycling collection, transport, and disposal of municipal solid waste, including refuse, yard waste, and bulky waste from within the contiguous City Limits and the non-contiguous City Limits (resulting from island annexations) to a disposal or processing site identified by the Applicant.
- COSTS:** The proposal shall include the cost of collection, transport, and disposal of solid waste and all such residues or byproducts of such disposal processing and treatment.
- RECYCLING AND PRICE:** The proposal shall include recycling options and pricing if a bid for basic service is provided.

Inquiries regarding this request must only be submitted in writing to Ginger Faught, Deputy City Administrator via e-mail at gfaught@cityofdrippingsprings.com with "RFP Solid Waste" in the subject line. Written requests from interested firms and written responses by

the City will be provided to all Applicants who have provided their contact information to Ginger Faught as an interested party. This is the only permissible contact with the City regarding this bid process until the bids are opened and the Applicant is contacted by the City, except that bids may be submitted at City Hall with city staff.

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A. PURPOSE

The City of Dripping Springs (“City”) is requesting proposals from interested and qualified contractors (“Applicant”) to provide the City with residential and commercial solid waste collection, transport, and disposal or processing (“Project”) within the City and its island annexations (“Contract Area”).

This is a proposal package for residential and commercial solid waste collection and disposal services for the City as publicly advertised in the newspaper and as posted on the city’s website. All information required for preparing this proposal is included in this proposal package.

Applicants are invited to submit proposals in accordance with the requirements of this competitive sealed Request for Proposal (“RFP”). Please read the entire package before preparing your proposal.

The Applicant must return this document with all additional information required for proper analysis of the Applicant’s response.

Applicants are requested to provide the following services for residential and commercial locations within the City and its island annexations.

1. Solid waste and bulky waste collection and disposal
2. Yard waste and brush collection and processing
3. Recycling

This RFP is intended to describe the services required to fulfill the City’s needs, but not to describe or limit the technologies an Applicant may use to provide such services. Applicant represents, by submitting a proposal, that the Applicant has the tools, expertise, technology, and capacity to provide these services, and the Applicant is encouraged to propose innovative and environmentally safe procedures to implement the requirements of the Contract. The City will expect and demand quality service from the successful Applicant at all times.

The City of Dripping Springs is a rapidly growing, environmentally aware community in the Texas Hill Country about 25 miles west of Austin. This beautiful Hill Country town offers majestic views, abundant wildlife, rolling hills, and rock bottom creeks. Approximately 3200 residents live within the city limits of Dripping Springs. There are about 1000 homes and 120 commercial businesses. Recycled materials are currently collected curbside at the customer’s option. Applicants recognize that the amount of solid waste and number of households may vary.

B. GENERAL INFORMATION

1. Applicant Requirements & Responsibilities

The City Council is dedicated to responsive and customer-focused solid waste services for the citizens of the City of Dripping Springs. The City is interested in proposals from companies with a strong commitment to excellent customer service, which will work well with the City Council, and promote and support core values of trust, teamwork, effective communication, professionalism, and quality of life. The ideal company will be customer-focused, responsive, innovative, friendly, and committed to offering Dripping Springs residents quality service. The City desires a partnership, which recognizes quality management driven by value and a strong work ethic, not just “the bottom line”.

Specifically, the Applicant is required to:

1. Provide an efficient and economical weekly service of curbside collection of solid waste for all residential customers and efficient and economical service of curbside collection of solid waste for commercial customers for one or more collections per week based on the customer’s option within the City limits;
2. Transport solid waste within the City to the applicant’s designated disposal site which must be a properly licensed waste disposal facility collected from the following:
 - a. all residential and commercial customers;
 - b. city facilities including, but not limited to:
 - i. City Hall;
 - ii. Dripping Springs Ranch Park;
 - iii. Founders Memorial Park;
 - iv. Sports and Recreation Park;
 - v. Charro Ranch Park; and
 - vi. the Dripping Springs Wastewater Treatment Plant.
3. Provide an efficient and economical service of collection and transport of solid waste to the applicant’s designated disposal site, a properly licensed waste disposal facility, during special events including, but not limited to:
 - a. Founders Day;
 - b. Dripping Springs Fair and Rodeo; and
 - c. Christmas on Mercer.
4. Provide billing services;
5. Maintain positive communications with the City and the customer; and
6. Provide recycling services (curbside) and pricing for said services including if all customers receive and a second pricing structure for if it is at the option of the customer. City will decide at time of Contract whether such service shall be decided.

Specifically, it is the responsibility of the Applicant to:

1. Leave waste containers, including the lids, on the side of the street in an upright fashion;
2. Ensure no loose trash in the streets or yards of customers, *i.e.*, if trash falls out of the cans or the trucks during collection, the vendor will pick up the litter;
3. Maintain a consistent route schedule, kept on file with the City, so that customers can expect their garbage to be picked up at approximately the same time each day;

- 4. Inform the City Administrator or the City Administrator’s designee of any event, including, but not limited to: equipment failure, manpower shortage, icy weather, and flood, which may delay the pick-up of solid waste by more than three (3) hours on any scheduled day;
- 5. Be responsive to customer complaints and concerns;
- 6. Treat customers with respect and with top priority; and
- 7. Return to collect the waste or recyclables within a twenty-four (24) hour period after a missed pick-up.

2. Generation of Materials

Future increases or decreases in population, number of units, or volume of solid waste and other materials in the contract area cannot be accurately predicted or guaranteed. Therefore, it is expected that Applicants will project the volume or weight of materials to be generated and collected for proposal purposes, based on information provided with this RFP or derived from any other public information sources.

3. Community Benefits

The City also values the amount of community involvement, benefits, and sponsorships a provider is willing to agree to provide.

4. Applicant Qualifications

To demonstrate qualifications for performing the services required in this RFP and in the subsequent contract if awarded, each Applicant shall include, as a separate attachment to the Proposal Cost Form, the following items:

- 1. List of Applicant’s experience with similar projects in Texas;
- 2. List of the addresses, phone numbers, and person of contact at 5 or more of the Applicant’s current municipal or community customers, *i.e.* references;
- 3. Applicant’s current financial statement;
- 4. Applicant’s insurance coverage, showing coverage of at least:

Worker’s compensation	Statutory minimum
Comprehensive and general public liability	\$ 1,000,000 per occurrence
Comprehensive and general public liability	\$ 1,000,000 aggregate
Property damage	\$ 1,000,000 per occurrence
Property damage	\$ 1,000,000 aggregate
Comprehensive auto liability - bodily injury	\$ 1,000,000 per occurrence
Comprehensive auto liability - bodily injury	\$ 500,000 per occurrence
- 5. List of Applicant’s proposed management staff plus resume of the proposed project leaders;
- 6. Project organization chart;
- 7. Description of innovative projects and environmentally safe methodologies recommended by Applicant, if any;
- 8. Evidence of Applicant’s authority to conduct business in the State of Texas;
- 9. If Applicant is a corporation, a copy of the corporate resolution authorizing Applicant to enter into this transaction;
- 10. Description of public relations and customer education;
- 11. Description of quality control methods, complaint management, and resolution procedures;

12. Terms for residential and commercial solid waste collection operation, including hours and days of the week;
13. Terms for non-routine and holiday collection procedure and methods of customer notification;
14. Description of complimentary bulk collection;
15. Description of annual bulk collection at a central location;
16. Description of brush pickup;
17. Description of complimentary brush collection performed quarterly;
18. Description of recycling options and pricing for said options;
19. Description of roll-off or temporary solid waste collection options;
20. Description of any limitations on items to be collected and requirements for preparing unusual items for pickup;
21. Description of the containers to be provided, the time frame for their provision to new customers, and any related policies regarding distribution, replacements, and damage to containers.
22. Discussion of any complimentary or additional services to improve the value taxpayers are receiving, enhance their quality of life, or address special needs;
23. Discussion of any complimentary or additional community benefits or sponsorships for City sponsored events or projects to improve the value taxpayers and City is receiving, enhancing the City and the taxpayer quality of life, or address special needs;
24. Discussion of complimentary services available for City sponsored events including but not limited to Founders Day, Dripping Springs Farmers Market, Dripping Springs Fair and Rodeo, and Christmas on Mercer;
25. Discussion of complimentary services available for City facilities, including but not limited to City Hall, Dripping Springs Ranch Park; Founders Memorial Park; Sports and Recreation Park; Charro Ranch Park; Veterans Memorial Park, and the Dripping Springs Wastewater Treatment Plant.
26. Discussion of methods for handling barriers to collection, including blocked streets;
27. Description of the capital equipment available to provide the proposed services. Note the age, weight, and condition of collection trucks and how many are from line units and how many are spares;
28. Description of the plan to be used to assure that equipment shall be available to meet the service plan at all times;
29. Descriptions of how leakage or debris from vehicles will be minimized and/or handled;
30. Discussion of disposal and processing sites;
31. Discussion of methods for ensuring customer satisfaction and service quality and copies of related company policies;
32. Discussion of how the company will notify the City in case of equipment breakdown or other event that may delay the pickup of solid waste;
33. Discussion of worker training and incentive; and
34. Information on charges to the City for unplanned brush and bulk item collection when contracted by the City in the course of performing emergency disaster response.

5. Fees

The franchise fee is a percentage of gross revenues in an amount set by city council on recommendation of the deputy city administrator for all fees collected from customers. The franchise fees will be remitted to the City on a quarterly basis. Sales taxes and franchise fees shall

not be included in the rates quoted. There shall be no additional fees not included in the rates quoted.

6. Applicant Certification

By the submission of the proposal, the Applicant certifies that the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation; that the Applicant has not directly or indirectly induced or solicited any other Applicant to put in a false or sham proposal; that the Applicant has not solicited or induced any person or corporation to refrain from proposing; and the Applicant has not sought by collusion or otherwise to obtain any advantage over any other Applicant or over the City.

7. Disqualification of Respondent

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a proponent and the rejection of a proposal:

1. Evidence of collusion among contractors;
2. Lobbying of City Council members, Mayor, or staff unless specifically designated as a contact;
3. Lack of competency as availed by either financial statements, experience or equipment statements as submitted, or other factors; or
4. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.

8. Conflict of Interest

A statement indicating the respondent has no conflict of interest with the City, including any past or present employees or past or present elected officials of the City, must be submitted with the statement of qualifications. Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity must disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. This questionnaire must be filed, by law, with the City Secretary not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain the Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf. The Applicant shall also include its statement that it meets all City and state ethics and conflicts of interest requirements.

9. Notice to Proceed

The City intends to issue a notice to proceed within sixty (60) days after award of the contract, however such period of time is not binding. Failure to issue the notice to proceed shall not constitute a breach of the contract. The contract starting date is projected to be May 2, 2020.

Municipal residents are currently serviced by one solid waste collection provider pursuant to an exclusive franchise agreement. No interruption of existing service from the current provider to the

awarded bidder is permitted. Service transition must be coordinated between the two providers with the changeover occurring during the months of May and June 2020. Transition activities are those related but not limited to assuming customer accounts and related data; locating disposal sites and establishing disposal facilities; reviewing and modifying, if necessary, current routes; determining and developing new routes; soliciting employees; obtaining and/or setting up equipment (trucks, etc.); and establishing offices and customer service operations.

10. Post-Award Conference

A post-award conference will be scheduled as soon as practical after the award of the contract. The Applicant shall attend the conference along with the prospective job superintendent and any anticipated major subcontractors. A proposed implementation schedule shall be submitted to the Deputy City Administrator or the Administrator's designee in a form satisfactory to the Administrator or designee. The Applicant shall also provide at least two (2) local telephone numbers which may be used to contact the Applicant or their authorized representative in the event of an emergency after normal business hours. Upon receipt of the documentation identified as required during that conference, a notice to proceed will be issued by the Deputy City Administrator or Administrator's designee.

C. DETAILED INFORMATION

1. Compliance with Laws

Each Applicant shall examine the RFP and related solid waste franchise ordinance thoroughly and familiarize himself with all federal, state, and local laws, ordinances, and regulations, including, but not limited to, all rules, regulations, and the restrictive covenants governing the land within the City's jurisdiction, which may, in any manner, affect cost, progress, or performance of the described services.

2. RFP Addendum

The City may amend the RFP at any time before the RFP deadline. Copies of the official changes will be provided in the form of an addendum to all potential Applicants who have requested a RFP and who have provided their contact information to the Deputy City Administrator, Ginger Faught, as interested in the RFP. An addendum is not official unless it is prepared and distributed in writing by the City.

3. Proposal Preparation

The Proposal Cost Form shall be used and shall not be taken apart or altered, unless otherwise prescribed. The forms shall be typewritten or completed with pen and ink and signed. Proposals submitted by corporations must be signed by the president, vice-president, or other authorized officer and accompanied by the secretary's attestation. Proposals by partnerships should be executed in the partnership's name and signed by a partner whose title must appear under the signature. All erasures or corrections should be initialed and dated by the official signing the proposal.

Applicants are encouraged to carefully review all provisions and attachments of this RFP prior to completion. Each proposal constitutes an offer and may not be withdrawn or amended except as provided herein. Any and all written statements contained in the proposal and any written

clarification of same requested by the City and delivered to the Deputy City Administrator will become part of the final proposal for services.

4. Proposal Submission

1. Providers are required to bid on the basic service of refuse collection in order to be considered for one of the other services, *e.g.*, yard waste collection.
2. Providers are required to include recycling services bidding.
3. All Applicants must submit five (5) copies of the proposals for waste removal on the basis required for the Proposal Cost Forms and one (1) electronic copy on flash drive. Proposals may be submitted at City Hall with city staff. In lieu of paper submission, electronic submission to gfaught@cityofdrippingsprings.com is authorized.
4. Proposals shall be submitted in a sealed envelope with the title, "Solid Waste Collection and Disposal" and the name, address, and telephone number of the Applicant clearly printed on the outside of the envelope. One original should be enclosed in each envelope. The envelope must not be see-through. An electronic copy of the proposal on a flash drive is also required. If electronic submission is used in lieu of paper submission, the bid proposal must be emailed to gfaught@cityofdrippingsprings.com in .pdf format with the subject line "Solid Waste RFP Proposal".
5. Proposals not received by the time and date specified will not be opened or considered, unless the delay is a result of City negligence, its agents or assigns, or unless only one proposal is received before the proposal due date.
6. Proposals must be mailed or delivered as follows in sufficient time to ensure receipt by the Deputy City Administrator on or before 4:00 p.m. on the date specified. Applicants shall be responsible for the actual delivery of proposals during business hours to the address indicated in this RFP. It shall not be sufficient to show that the proposal was mailed in time to be received before the scheduled proposal submittal due date. In lieu of paper submission, electronic submission to gfaught@cityofdrippingsprings.com is authorized, but is still required in the time listed herein.

Mailing & Hand Delivery Addresses:

MAILING:

Attn: Deputy City Administrator
P.O. Box 384
Dripping Springs, TX 78620

HAND DELIVERY:

Attn: Deputy City Administrator
511 Mercer Street
Dripping Springs, TX 78620

Electronic Delivery Ginger Faught
gfaught@cityofdrippingsprings.com
"Solid Waste RFP Proposal"
PDF format

7. At the proposal submittal due date, no additional documentation will be accepted unless requested by the City. The Applicant shall include all documents necessary to support its proposal.

5. Changes or Alterations

Applicant may change or withdraw their proposal at any time prior to the proposal submittal due date. However, no oral modifications will be allowed. Only formal written requests for modifications or corrections of a previously submitted proposal shall be accepted and must be submitted as a complete, new proposal superseding and replacing the original proposal which will be considered withdrawn. The revised proposal shall be addressed in the same manner as the proposal and must be received by the City prior to the scheduled proposal submittal due date.

6. Submittal Clarification

The City reserves the right to obtain clarification of any point in a proposal or to obtain additional information from an Applicant.

7. Proposal Holding Time

The City may hold proposals for a period not to exceed one hundred and eighty (180) days from the proposal submittal due date for the purpose of reviewing proposals and investigating Applicant qualifications. Proposals shall be deemed valid for one hundred and eighty (180) days from proposal opening.

8. Proposal Reservations & Evaluation

The City reserves the right to reject any or all proposals, to award the entire contract to one provider for all work or to several providers for separate identifiable parts, and to waive minor defects in proposals.

Proposal costs will be evaluated using the Proposal Cost Form attached to this RFP. Discrepancies between words and figures shall be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum.

Award of the contract will also be based on the qualifications of the Applicant and innovative and environmentally safe technologies proposed by the Applicant to meet RFP requirements.

Prompt payment discounts may be considered in determining cost. A minimum of fifteen (15) days must be allowed and offered for prompt payment discount in order to be considered in making an Award. Standard payment terms will otherwise be NET thirty (30) days after services are rendered.

9. Liability

The City is not responsible for any cost incurred by an Applicant in preparation of a proposal.

10. Contract Award

The contract award, if issued, shall be made to the Applicant whose proposal, in the City's sole discretion, furthers the City's best interests. The contract may be awarded to one provider for all work, or to several providers for separate identifiable parts, based upon the proposals received. No award shall be made until all necessary investigations have been made to determine the eligibility and responsibility of the Applicant under consideration, and the proposal's validity. The contract award, if issued, shall be made by the City Council.

After the City's contract award, the City will provide the Applicant with contract documents. After proper contract execution, the Applicant shall return all required documents to the City.

11. Proposal Security

Each Applicant shall submit a proposal security in the amount of five thousand dollars (\$5,000) with each proposal. The proposal security shall be in the form of a cashier's check on a bank or trust company insured by the Federal Deposit Insurance Corporation and shall be made payable to the order of The City of Dripping Springs. In lieu of making a cash deposit, the Applicant may submit a proposal security in the amount of five thousand dollars (\$5,000) executed by a corporate surety acceptable to the City and licensed in Texas to execute such sureties. The proposal security will be returned immediately after a contract is awarded, negotiated, and signed. An irrevocable letter of credit on a bank or trust company insured by the FDIC and made payable to the order of the City of Dripping Springs for the amount of five thousand dollars (\$5,000) is also acceptable. Should an Applicant who is awarded the contract not complete the subsequent negotiation and/or signing steps of the process, the City shall collect and retain the Applicant's proposal security and may award the contract to the next best Applicant if any.

12. Bonds & Insurance

The general conditions of the contract documents will require payment and performance bonds and insurance certificates to be furnished with the executed contract. All bonds shall be signed by a Texas licensed resident agent who holds a current power of attorney from the surety company issuing the bond. All Applicants shall submit an "Affidavit of Bonding Limits" documenting that they are in accordance with the contract document. The performance bond at the time of execution of the contract shall be in the amount of fifteen thousand dollars (\$15,000).

13. Name Use

No Applicant advertising, sales promotion, or other publicity materials may mention information obtained from this proposal or imply the name of the City of Dripping Springs, without prior express written permission.

14. Bribery Clause

Applicant certifies that no employees of theirs, of any affiliate, or of any Subcontractor has bribed or attempted to bribe an officer or employee of the City.

D. PROPOSAL COST FORM

1. Proposal Form

PROPOSAL FORM FOR:

Waste Connections Lone Star, Inc.
(Print or type Applicant Name)

The undersigned Applicant agrees, if this proposal is accepted, to enter into a contract with the City of Dripping Springs ("the City") to complete all services and perform all work in strict conformity with the terms and conditions set forth in the contract and any laws, statutes, ordinances, rules, or regulations of any governmental agencies or public authorities relating thereto and the restrictive covenants if any of the City.

Applicant declares that no person(s) or entity(ies) other than those named herein are interested in this proposal; that this proposal is made without collusion with any other person, firm, or corporation; and that no person or persons acting in any official capacity for or employed by the City are directly or indirectly interested in this proposal, or in any portion of the profit to be derived therefrom, or employed in any way by an owner of any interest in Applicant.

This proposal is not required by law to be awarded to the lowest bidder. Therefore, the City retains the right to award this contract based upon the proposal which is deemed to be in the City's best interest. The City reserves the right to accept the proposal in whole or part. The term for the operations agreement is three (3) years with two (2) one-year optional extensions. A different term can be negotiated if found to be in the best interest of the City.

In submitting this proposal, Applicant represents, as more fully set forth in the RFP, that Applicant has:

1. Examined the Notice to Applicants, RFP, Proposal Cost Form, RFP Addenda if any, and the contract documents;
2. Examined the actual site and locality where the services are to be performed;
3. Familiarized themselves with the City's legal requirements and restrictive covenants if any;
4. Made such independent investigations as they deem necessary;
5. Has satisfied themselves as to all conditions affecting cost, progress, or performance of the work and all difficulties that may arise or encountered in the performance of the work; and
6. Has made this bid on the basis of the above examinations, and not on the basis of any representations or promises made to them by the City, or any City agent.

Applicant agrees as follows:

1. That this proposal shall remain open and may not be withdrawn for the time period set forth in the RFP;
2. That all of the RFP terms and conditions, including, without limitation, those dealing with the disposition of their proposal security are accepted; and

3. That upon acceptance of the contract, they will execute a contract and will furnish the required performance bond, payment bond, and insurance certificates as set forth in the attached contract documents.

In accordance with the above understandings and agreements, Applicants will complete the work for the following in the contract area consisting of single and multi-family residential and commercial customers.

Prices shall also include all applicable federal, state, and county taxes for the following:

1. Solid waste collection
2. Yard waste collection
3. Disposal or processing fees
4. Bulky waste collection
5. Recycling (curbside)
6. Brush collection

Additional collection units and hourly work made part of the contract after contract execution shall be at the cost per unit in the Proposal Cost Form, adjusted for any approved cost increases since contract execution. The City may choose not to utilize any or all of the additional work.

2. Optional Work

Three (3) Person Crew and Truck

Provided within 24 hours of request \$ 350.00 /hour

Provided more than 24 hours after requested \$ 275.00 /hour

Dumpster, including delivery, pickup, and disposal \$ 324.00 /each

Roll-Off Container, including delivery, pick up, and disposal (indicate size: 20, 30, or 40 cubic yards) \$ 449.00 /each

Portable Toilets \$ no bid /each

3. Once Per Week Solid Waste Collection and Disposal/Processing for Single Family Residences

On an additional page, please describe the method of collection to be used for single family residences, the proposed disposal and/or processing facility(ies), and proposed exit routes from the community.

	Item Description	(A) Est. # of Units	Once per Week Refuse Collection			Size of Container
			(B) Cost per Unit	(AxB) Cost per Month	(AxBx12) Estimated Annual Cost	
1.	Solid Waste Collection	1,025	\$8.48	\$8,692.00	\$104,304.00	95 gallon
2.	Yard Waste Collection	1,025	Included with Solid Waste proposal	\$0.00	\$0.00	
3.	Disposal Fees	N/A	Included with Solid Waste proposal	\$0.00	\$0.00	
4.	Bulky Waste Collection	1,025	Included with Solid Waste proposal	\$0.00	\$0.00	
5.	Recycling (curb-side) optional	737	\$5.50	\$4,053.56	\$48,642.00	95 gallon
6.	Recycling (curbside) all customers	1,025	\$5.00	\$5,125.00	\$61,500.00	95 gallon
7.	Brush Collection	1,025	Included with Solid Waste proposal	\$0.00	\$0.00	
Total Annual Gross Proposal (Annual Contract Sum; Sum of Items 1 – 7 Cost Per Year) – Option 1: Recycling Optional					\$152,946.00	
Total Annual Gross Proposal (Annual Contract Sum; Sum of Items 1 – 7 Cost Per Year) – Option 2: Recycling for All Customers					\$165,804.00	

*The Total Estimate Annual Cost will vary depending on whether City chooses to keep Recycling services as optional or required for City residents. Therefore, two Totals are presented to reflect either of the two proposed Recycle service options.

4. Solid Waste Collection and Disposal/Processing for Multi-Family Residence and Commercial Locations

On an additional page, please describe the method of collection to be used for multi-family residences and commercial locations, the proposed disposal and/or processing facility(ies), and proposed exit routes from the community.

Item	Size of Dumpster (CY)	# of Dumpsters	Frequency of Collection (per week)	Monthly Cost	Annual Cost (Monthly Cost x 12)
Refuse Collection and Disposal	2 CY	TBD	1	\$68.79	\$825.48
	3 CY	TBD		\$91.05	\$1,092.60
	4 CY	TBD		\$117.36	\$1,408.32
	6 CY	TBD		\$139.61	\$1,675.32
	8 CY	TBD		\$161.87	\$1,942.44
	10 CY	TBD		\$192.22	\$2,306.64
Refuse Collection and Disposal	2 CY	TBD	2	\$137.59	\$1,651.08
	3 CY	TBD		\$182.10	\$2,185.20
	4 CY	TBD		\$226.62	\$2,719.44
	6 CY	TBD		\$267.08	\$3,204.96
	8 CY	TBD		\$323.74	\$3,884.88
	10 CY	TBD		\$384.44	\$4,613.28
Refuse Collection and Disposal	2 CY	TBD	3	\$206.37	\$2,476.44
	3 CY	TBD		\$273.15	\$3,277.80
	4 CY	TBD		\$327.79	\$3,933.48
	6 CY	TBD		\$382.42	\$4,589.04
	8 CY	TBD		\$461.33	\$5,535.96
	10 CY	TBD		\$576.66	\$6,919.92
Refuse Collection and Disposal – One (1) Additional Collection per Week	2 CY			\$55.03	\$660.38
	3 CY			\$72.84	\$874.08
	4 CY			\$93.89	\$1,126.66
	6 CY			\$111.69	\$1,340.26
	8 CY			\$129.50	\$1,553.95
	10 CY			\$153.78	\$1,845.31

*WC's proposed addition of Commercial Recycling Dumpster Collection Services is offered at the same rate schedule as listed for Commercial Solid Waste Collection Services above.

**Number of Dumpsters outlined in proposal is TBD because the expected impact from WC's proposed Waste Audit, which will take place during the transition project, results in changes in service levels for many City of Dripping Springs commercial customers.

E. ADDENDA ACKNOWLEDGEMENT AND SIGNATURE

Applicant acknowledges receipt of the Addenda listed below and further acknowledges that the provisions of each Addendum have been included in the preparation of this proposal.

Addendum No: 1, 2, and 3

Date Received: March 19, 2020

The following documents are attached to and made a condition of this proposal.

1. Proposal security in the amount of five thousand dollars (\$5,000).
2. A list of subcontractors and other persons and organizations required to be identified in this proposal.
3. Applicant qualifications.

The terms used in this proposal, which are defined in the RFP, have the meanings assigned to them in the RFP.

Respectfully submitted,

1. Individual

Signature:  _____

Printed Name: John Harris

Title: District Manager

Business Address: 9904 FM 812, Austin, TX 78719

Phone Number: 512-282-3508

Date: April 15, 2020

2. Corporation

Name of Corporation: Waste Connections Lone Star, Inc.

State of Incorporation: Texas

Secretary Attest

Signature

Printed Name: Greg Hee

License or Registration Number: Federal Tax ID: 75-2545116

Doing business as: _____

Business Address: 9904 FM 812, Austin, TX 78719

Phone Number: 512-282-3508

Date: April 15, 2020

3. Joint Venture/Partnership

Name of Joint Venture/Partnership: _____

Printed Name: _____

Title: _____

Secretary Attest: _____
Signature

Printed Name: _____

License or Registration Number: _____

Doing business as: _____

Business Address: _____

Phone Number: _____

Date: _____

City of Dripping Springs: RFP Solid Waste Services-- Response #1 to Questions
March 13, 2020

Answers are in Red.

- 1) In order for Waste Management to fully analyze, prepare and receive approval for necessary capital and equipment, we would need a minimum of at least another 14 days to make a well-researched and competitive bid. Therefore, we are requesting that the bid due date be pushed back to at least Friday, April 10, 2020. **A decision will be made on Monday, March 16th regarding an extension.**
- 2) Upon reviewing the RFP documents, there does not appear to be a clear start date for services. Can you please provide the start date that services would begin for the city? **The start date will be negotiated with the selected vendor and is anticipated to be within the next 60-90 days.**
- 3) To accurately assess capital costs and route times for commercial customers, can you please provide a detailed list of the number of commercial customers, the size of container at each location and the service frequency of each container? **See document spreadsheet also linked after this document.**
- 4) Can you please clarify how both the residential and commercial customers will be billed? (summary or individual) **The selected vendor will be responsible for billing the customers individually.**
- 5) Can you please clarify if temporary and permanent roll off services are going to be part of the exclusive franchise or if they will be excluded? **While pricing is desired for all types of roll-off dumpsters, it is expected that the franchise ordinance will exclude temporary roll-off dumpsters.**

Dripping Springs RFP
Questions for submission

1. Are service day maps for residential customers available? (City boundaries and Island Annexations), If yes, can they be provided? Providing service day maps would help in preventing any service days changes for current customers. Here is a link to the City's most recent map: http://www.cityofdrippingsprings.com/upload/page/0062/City%20Limits%20Map_04.09.19.pdf
2. Regarding the yard waste and brush collection, is it the expectation that this material will be collected separately from the trash and diverted to a compost processor? The City is open to a variety of options. Please put your expected plan with pricing in your bid response.
3. Can the yard waste and brush be collected with the trash and disposed of in the landfill? The City is open to a variety of options. Please put your expected plan with pricing in your bid response.
4. The RFP states that "Approximately 3200 residents live within the city limits of Dripping Springs. There are about 1,000 homes and 120 commercial businesses." Do these residential figures include houses in the Island Annexations? If no, what is the estimated number of residential units in the Island Annexations? This number includes the residents in the City's island annexations.
5. Is there an expectation to offer a multiday service option for residential customers (B.1.1 – pg. 4)? Does the current vendor provide multiday service option for residential customers? The City's current vendor provides weekly service to its customers and the City is looking for any future vendor to do likewise. You may submit a separate pricing structure for multiple pickups per week if you desire to do so, but weekly pickup pricing is required.
6. There is no mention of cart sizes for the Trash and Recycling. Will these be 95-gallon carts? Please provide your cart sizes with your bid.
7. The recycling collection is not defined. Standard industry practice is every other week collection. Please state the criteria (weekly or EOW) that will be applied for pricing this service? Either weekly or EOW is acceptable. Please include frequency of pickup with your bid on recycling.
8. What type of containers are required for the City facilities listed in 1.2.B.i.-vi. (pg. 4)? What is the frequency of service for these locations? Please see the attached spreadsheet for a list of all City owned locations that are services that are currently being serviced and the frequency.
2. What type of containers (dumpsters/carts) and services are required for the special events listed in 1.3.a.-c. (pg. 4)? Will the contractor be providing only the containers for the event (such as temporary dumpsters) or will there be a requirement to provide carts during the event to facilitate the movement of material from throughout the event to the collection containers? How many containers are typically needed? Founders Day roll offs include (10) 40yd dumpsters serviced delivered on Thursday before the parade and removed the following Sunday.

Additionally, 100 cardboard event boxes are provided for collection of recyclables during the Founders Day event. Christmas on Mercer requires (1) 30yd roll off, delivery and final haul around that event as well.

9. What is the expected response time for issues other than a missed pick-up? -ie: cart swap, cart delivery, etc. (B.1.5 – pg 5). **The standard is up to 48 business hours.**
10. What constitutes a missed pick-up? (B.1.7 – pg. 5) **When the cart is accessible, but the trash is not picked up.**
11. What sponsorship opportunities are available for consideration? **Sponsorship opportunities are at your discretion per your bid, however, they could include sponsorship for city events, city parks, or other community benefits that benefit the residents of Dripping Springs. We encourage each bidder to be creative in proposals on how they would like to benefit the community.**
12. Item 4.14 – Description of complimentary bulk collection. What is currently being offered/provided under the current contract? Is this for residential customers only? What is the expectation regarding this service? **It is for residential customers and is performed on a quarterly basis. A limitation on cubic yards per residence should be part of the bidding form to be enforced.**
13. Does the current vendor provide Valet, backdoor or at the door services for residential customers with health or disabilities? If so, how many customers have this service? **The expectation is accommodation, and the Contractor and customer can work together to pick the best accommodation.**
14. Item 4.15 – Description of annual bulk collection at a central location. What is currently being offered/provided under the current contract? Is this for residential customers only? What is the expectation regarding this service? **The City does not currently have this as a part of its collection but would like to add this service. Please include it in your bid with any restrictions you would include.**
15. Would the City be open to curbside collection of annual bulk in lieu of a central location? **Yes, please put this option in your proposal if you would like to offer this service in this manner.**
16. Item 4.17 – Description of complimentary brush collection performed quarterly. Is this for residential customers only? Is the expectation that this material will be collected separately from the trash and taken to a compost processor? **This is only for residential currently and occurs quarterly. Your bid should include any limitations in bundle lengths, pounds, and cubic yards if any.**
17. Can we please confirm the number of residential trash and recycling carts currently being utilized to service the existing contract (B.4.21 – pg. 6)? **See attached spreadsheet.**

18. What is the current franchise fee percentage? **7%, but this is subject to change by ordinance at any time.**
19. The RFP states that “The City reserves the right to reject any or all proposals, to award the entire contract to one provider for all work or to several providers for separate identifiable parts...” (8. Proposal Reservations & Evaluation - pg. 10) and “The contract may be awarded to one provider for all work, or to several providers for separate identifiable parts, based upon the proposals received.” (10. Contract Award - pg. 10). Two questions:
- Should the city award the contract to multiple vendors will there then be no franchise tax applied to the gross revenues (5. Fees – pg. 6-7)? **We will determine the appropriate franchise amount if this situation occurs.**
 - Please describe what would be the “separate identifiable parts” **Identifiable parts could include residential, commercial, or temporary waste collection. Please provide full information on bid as required in bid document.**
20. Please provide the franchise ordinance referenced in C.1. under Detailed Information – Compliance with Laws (pg. 8) **The ordinance is available here: https://z2.franklinlegal.net/franklin/Z2Browser2.html?showset=drippingspringsset&collection=drippingsprings&doccod=z2Code_z20000417. This ordinance is currently under review.**
21. Please provide any relevant City legal requirements and restrictive covenants (D. Proposal Cost Form 1.3. – pg. 12) **See above for solid waste.**
22. Page 13 (last paragraph) – “Additional collections units and hourly work made part of the contract...”
- What is the definition of a collection unit? **Based on your bid units for different types of containers. Please include what a collection unit you would use to estimate cost.**
 - What hourly work would be requested? **Emergency or events that are not otherwise covered by the Agreement.**
 - What is currently being offered/provided under the current contract? **The City has not had to utilize this in its current contract.**
23. Page 14 – Optional Work
- What is currently being offered/provided under the current contract? **Under the current contract, recycling is optional and additional pickups for commercial properties are allowed.**
 - Portable toilets are listed. Are these to be provided for City sponsored events by the vendor? **No, it is not required for city-sponsored events, but please provide a quote if you were to provide this service at events or upon other request.**
24. The bid sheet for the Multi-family Residence and Commercial locations does not indicate a bid is necessary for recycling. Is recycling not being offered to these customers? **It is not required, but the City would review any quote for recycling in these locations.**
25. What constitutes a Multi-family Residence (e.g. duplex, triplex, fourplex, apartment complex)? **This is dependent on whether the property requests a dumpster or individual carts for its lessees or owners.**

26. What materials are currently accepted in the City's recycling program? Newsprint, cardboard, aluminum, tin, glass, steel cans, and plastic (1-7).
27. What materials are currently accepted in the City's recycling program? Recyclable materials accepted include paper including mixed paper, office paper, old newspapers, magazines, and phone books and cardboard products including old corrugated containers, dry food boxes, beer and soda carriers. Plastics accepted include items rated #1 through #7 such as bottles, containers, jars, and jugs. Glass items accepted include food and beverage bottles, containers, jugs, and jars with or without paper labels, rings, and lids. Glass of all colors is accepted. Recyclable metals include aluminum, tin, and steel items such as food and beverage containers, metal cans or lids.
- 28.

Please see the questions received below and responses in RED.

1. I ran into a potential point of confusion in the RFP document.
 - a. Section 5 Fees on pages 7 and 8 states: "Sales taxes and franchise fees shall not be included in the rates quoted."
 - b. Later on Exhibit D page 14 states: "Prices shall also include all applicable federal, state, and county taxes."

Would you take a look and let us know which method of proposed pricing is preferred (with or without tax and franchise fees)? The City would like pricing that includes all taxes paid by the provider other than city and state sales taxes and franchise fees. For example, any other taxes would be considered part of the cost, but sales taxes should be left off the price.

2. I did not find any mention in the RFP of specific volume-based service requirements for Solid Waste Collection. The current contract with the City includes weekly collection of up to 5-30 gallon bags for trash collection, in addition the 95-gallon cart contents. Is there a specific requirement that the City desires or is it intended to be relatively open-ended for the Applicants to propose? The City is looking for a proposal by the provider including cart size and any other possible volume based services.

Please see the questions received below and responses in RED.

1. The commercial account spreadsheet that y'all sent over has 2, 3, 4, 6 and 8 cubic yard containers going up to 6 times per week, but the pricing matrix in the RFP only has space for 3 sizes of containers and up to 3 times per week service. Should I just duplicate the matrix so all our the current commercial services fit?

Please fill out the form as provided, but feel free to provide additional information as an addendum to the City's forms.

2. Also, given that there are currently sizes larger than 6 cubic yards (the largest rear load container size) on the ground in the City, can I assume that Front Load containers (like the City has now) is being required?

Please provide information and pricing on the equipment that you have available and that is adequate to fulfill the requirements of the RFP requests.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Waste Connections Lone Star, Inc.
Austin, TX United States

Certificate Number:
2020-639074

Date Filed:
07/01/2020

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Dripping Springs

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

WCLS06242020
Residential and commercial solid waste and recycle collection services.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is John Harris, and my date of birth is January 24, 1986.

My address is 9904 FM 812, Austin, TX, 78719, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 1 day of July, 2020.
(month) (year)

Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1

Item # 16.

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2020-639074

Date Filed:
 07/01/2020

Date Acknowledged:
 07/02/2020

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Waste Connections Lone Star, Inc.
 Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Dripping Springs

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

WCLS06242020
 Residential and commercial solid waste and recycle collection services.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

Exhibit A (Proposed Update July 2022)

Residential Services	July, 2020	July, 2022	% Increase
95-Gallon Solid Waste Collection	\$13.75	\$14.92	8.5%
95-Gallon Recycle Collection (Optional)	\$5.50	\$5.97	8.5%

Commercial Dumpster Services

Beginning Rates - July 1, 2020

		Service Frequency (x/wk)				
		1	2	3	4	5
Container Size	2 yd	\$ 35.16	\$ 85.00	\$ 105.00	\$ 125.00	\$ 145.00
	3 yd	\$ 49.45	\$ 120.00	\$ 150.00	\$ 180.00	\$ 210.00
	4 yd	\$ 70.32	\$ 140.00	\$ 180.00	\$ 220.00	\$ 260.00
	6 yd	\$ 89.63	\$ 178.00	\$ 248.00	\$ 308.00	\$ 368.00
	8 yd	\$ 119.51	\$ 239.00	\$ 358.00	\$ 438.00	\$ 518.00
	10 yd	\$ 139.51	\$ 259.00	\$ 378.00	\$ 478.00	\$ 578.00

Rates Adjusted - December 1, 2020

		Service Frequency (x/wk)				
		1	2	3	4	5
Container Size	2 yd	\$ 36.92	\$ 89.25	\$ 110.25	\$ 131.25	\$ 152.25
	3 yd	\$ 51.92	\$ 126.00	\$ 157.50	\$ 189.00	\$ 220.50
	4 yd	\$ 73.84	\$ 147.00	\$ 189.00	\$ 231.00	\$ 273.00
	6 yd	\$ 94.11	\$ 186.90	\$ 260.40	\$ 323.40	\$ 386.40
	8 yd	\$ 125.49	\$ 250.95	\$ 375.90	\$ 459.90	\$ 543.90
	10 yd	\$ 146.49	\$ 271.95	\$ 396.90	\$ 501.90	\$ 606.90

Rates Adjusted - July 1, 2021

		Service Frequency (x/wk)				
		1	2	3	4	5
Container Size	2 yd	\$ 42.46	\$ 102.64	\$ 126.79	\$ 150.94	\$ 175.09
	3 yd	\$ 59.71	\$ 144.90	\$ 181.13	\$ 217.35	\$ 253.58
	4 yd	\$ 84.92	\$ 169.05	\$ 217.35	\$ 265.65	\$ 313.95
	6 yd	\$ 108.23	\$ 214.94	\$ 299.46	\$ 371.91	\$ 405.80
	8 yd	\$ 144.31	\$ 288.59	\$ 432.29	\$ 528.89	\$ 625.49
	10 yd	\$ 168.46	\$ 312.74	\$ 456.44	\$ 577.19	\$ 697.94

Exhibit A - Continued on next page

Rates Adjusted - July 1, 2022

		Service Frequency (x/wk)				
		1	2	3	4	5
Container Size	2 yd	\$ 48.83	\$ 118.04	\$ 145.81	\$ 173.58	\$ 201.35
	3 yd	\$ 68.67	\$ 166.64	\$ 208.30	\$ 249.95	\$ 291.62
	4 yd	\$ 97.66	\$ 194.41	\$ 249.95	\$ 305.50	\$ 361.04
	6 yd	\$ 124.46	\$ 247.18	\$ 344.38	\$ 394.11	\$ 405.80
	8 yd	\$ 161.87	\$ 323.74	\$ 461.33	\$ 590.83	\$ 719.31
	10 yd	\$ 192.22	\$ 359.65	\$ 524.91	\$ 663.77	\$ 802.63

Rates Adjusted - July 1, 2023

		Service Frequency (x/wk)				
		1	2	3	4	5
Container Size	2 yd	\$ 56.15	\$ 135.75	\$ 167.68	\$ 199.62	\$ 231.55
	3 yd	\$ 78.97	\$ 182.10	\$ 239.55	\$ 287.44	\$ 335.36
	4 yd	\$ 112.31	\$ 223.57	\$ 287.44	\$ 351.33	\$ 415.20
	6 yd	\$ 139.61	\$ 267.08	\$ 382.42	\$ 394.11	\$ 405.80
	8 yd	\$ 161.87	\$ 323.74	\$ 461.33	\$ 590.83	\$ 720.33
	10 yd	\$ 192.22	\$ 384.44	\$ 576.66	\$ 730.44	\$ 884.22

Rates Adjusted - July 1, 2024

		Service Frequency (x/wk)				
		1	2	3	4	5
Container Size	2 yd	\$ 64.57	\$ 137.59	\$ 192.83	\$ 229.56	\$ 266.28
	3 yd	\$ 90.82	\$ 182.10	\$ 273.15	\$ 330.56	\$ 385.66
	4 yd	\$ 117.36	\$ 226.62	\$ 327.79	\$ 404.03	\$ 477.48
	6 yd	\$ 139.61	\$ 267.08	\$ 382.42	\$ 394.11	\$ 405.80
	8 yd	\$ 161.87	\$ 323.74	\$ 461.33	\$ 590.83	\$ 720.33
	10 yd	\$ 192.22	\$ 384.44	\$ 576.66	\$ 730.44	\$ 884.22

2021 Announced price increases

Item # 16.

Manufacturer / Brand	Announced Increase	Effective Increase	Implemented
Yokohama	Up to +6%	+2%	12/1/20
Continental, General, Ameristeel	Up to +8%	+2% to 3%	12/1/20
Hankook	Up to +5%	+1% to +3%	12/1/20
Michelin (Fleet)	Up to +5%	+0% (no increase detected)	3/1/21
Goodyear	Up to +6%	+3%	4/15/21
Toyo	Up to +6%	+2%	5/1/21
Hankook	Up to +5%	+1% to +3%	5/1/21
Continental	Up to +8%	TBD	5/1/21
Michelin (Fleet)	Up to +13%	TBD	7/1/21
Goodyear	Up to +12% (up to 8% on services)	TBD	7/1/21
Continental	Up to +9%	TBD	8/1/21
Yokohama	Up to +3.5%	TBD	8/1/21
Sumitomo	Up to +8%	TBD	8/1/21
Hankook	Up to +7%	TBD	8/1/21
Toyo	Up to +8.5%	TBD	8/1/21
Kumho	Up to +7%	TBD	8/1/21
Michelin	Up to +14%	TBD	9/1/21
Goodyear (dealer increase)	"vary by product"	TBD	9/15/21
Giti Tire (on all "GiTi-produced" tires)	Undisclosed	TBD	10/1/21
Hankook	Up to +6%	TBD	11/1/21
Yokohama	Up to +5%	TBD	12/1/21

2022 Announced price increases

Item # 16.

Manufacturer / Brand	Announced Increase	Effective Increase	Implemented
Sumitomo/Falken	Undisclosed	Estimated 5%	1/1/22
Michelin	Up to +16%	TBD	1/1/22
Goodyear	Up to +14%	TBD	1/1/22
Giti Tire (on all "GiTi-produced" tires)	Up to 10%	TBD	1/1/22
Toyo	Up to +10%	TBD	2/1/22
Continental	Up to +12%	TBD	2/1/22
Yokohama	% unknown	TBD	2/1/22



Bridgestone Price Increase

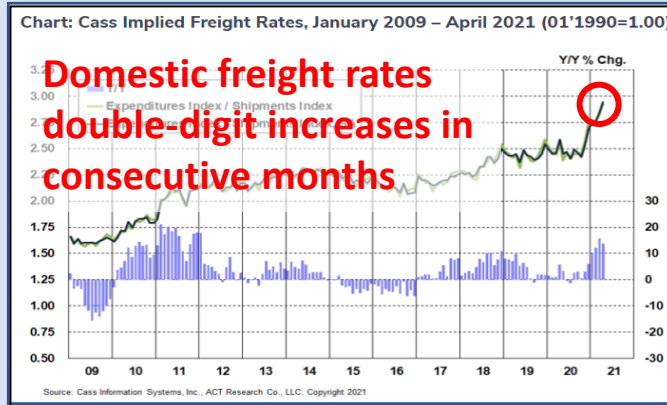
July 1, 2021

Why tire price increase?

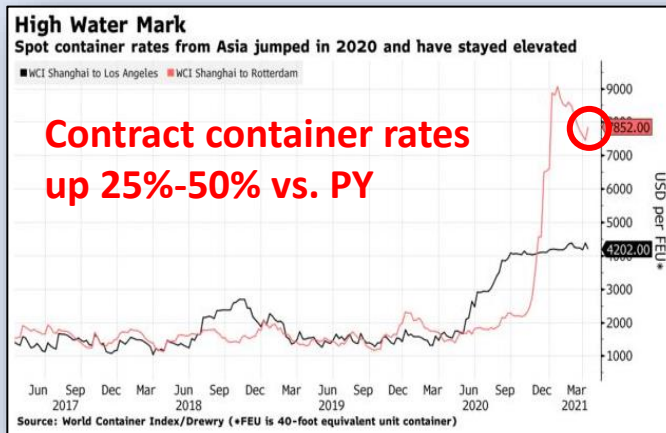
Post-pandemic business environment and volatility driving escalating costs in two main areas:

1. Freight

- Domestic freight demand up 27.6% in April
- Driver and new truck shortages
- Increasing freight rates of 13.7% in April and 15.8% in March

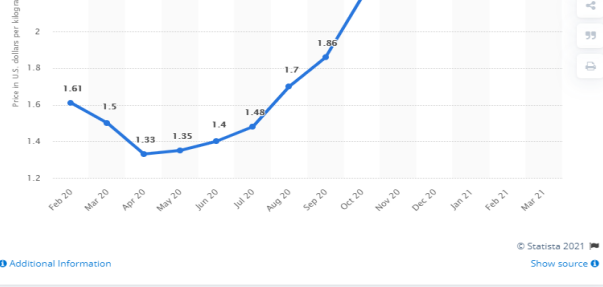


- Changing international trade patterns and imbalances
- Unprecedented shortage of containers
- Asia to U.S. contract rates surging



2. Raw materials

Natural rubber cost has risen 37%



- Natural rubber is largest raw material in tires (~40%)

Demand Factor

Steel prices have been boosted by higher demand, China output cuts

Steel per metric tonne

Steel prices reached all-time highs in May



- Steel is a top 3 raw material in truck tires

From: [Andy Allen](#)
To: [Southern Region Maintenance Managers](#); [Southern Region District Managers](#)
Subject: FW: 2022 Price Increase...Bridgestone Price Increase
Date: Tuesday, August 31, 2021 8:20:15 AM
Attachments: [image001.png](#)
Importance: High

FYI on another price increase.....

From: Greg Thibodeaux <Gregory.Thibodeaux@WasteConnections.com>
Sent: Tuesday, August 31, 2021 7:43 AM
To: Chris Flood <chris.flood@wasteconnections.com>; Andy Allen <Andrew.Allen@WasteConnections.com>; Darrel Weemaes <darrel.weemaes@wasteconnections.com>; Dave Torrey <David.Torrey@WasteConnections.com>; Greg Thibodeaux <Gregory.Thibodeaux@WasteConnections.com>; Jared Streuli <Jared.Streuli@WasteConnections.com>; Jerry Rowland <Jerry.Rowland@WasteConnections.com>; Keith Tregoning <keith.tregoning@wasteconnections.com>; Mike Kranz <Mike.Kranz@WasteConnections.com>
Subject: 2022 Price Increase...Bridgestone Price Increase
Importance: High

Hello RMMs,

Good morning, we need to plan for this going forward as many of our operations are using Bridgestone.

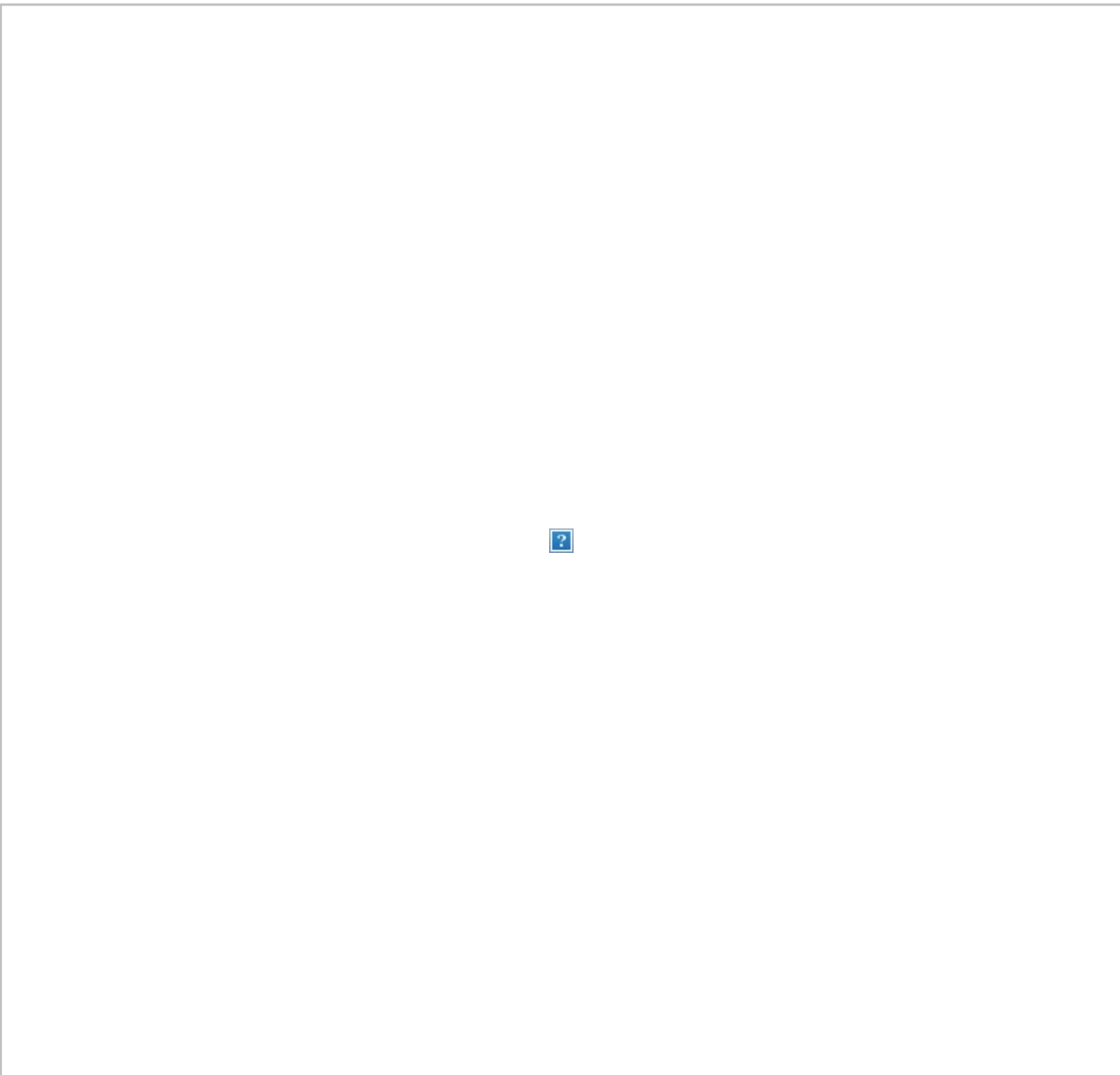
Thank you,
Greg

From: Malone, James [<mailto:MaloneJim@bfusa.com>]
Sent: Monday, August 30, 2021 6:55 PM
To: Greg Thibodeaux
Cc: Young, Bill
Subject: Bridgestone Price Increase

WARNING: This email is from outside of Waste Connections; Exercise caution.

Hello Greg

Please note message below from our President Chris Ripani regarding Bridgestone's October 1, 2021 price increase. We learned of this today and wanted to make sure you heard about it immediately. Bill and I will follow up with you to discuss when your schedule allows.



Regards

Jim Malone
Bridgestone Commercial Solutions
National Fleet Account Executive
248 444 3075

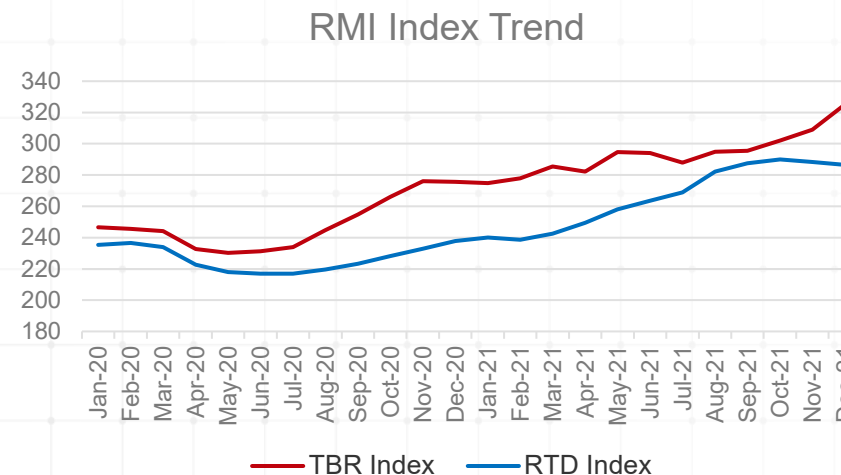


Mobility People Environment



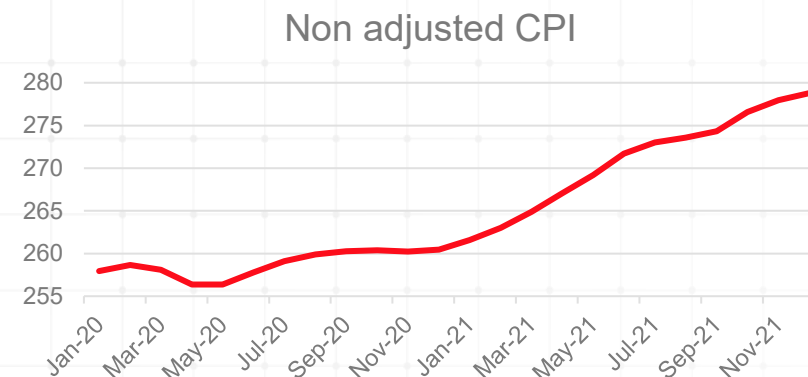
RAW MATERIALS AT TWO-YEAR HIGHS

- TBR continues to trend higher.
- Retread has seen a slight plateau, but still at 2 year high.



CONSUMER PRICE INDEX CONTINUES SHARPER INCREASE

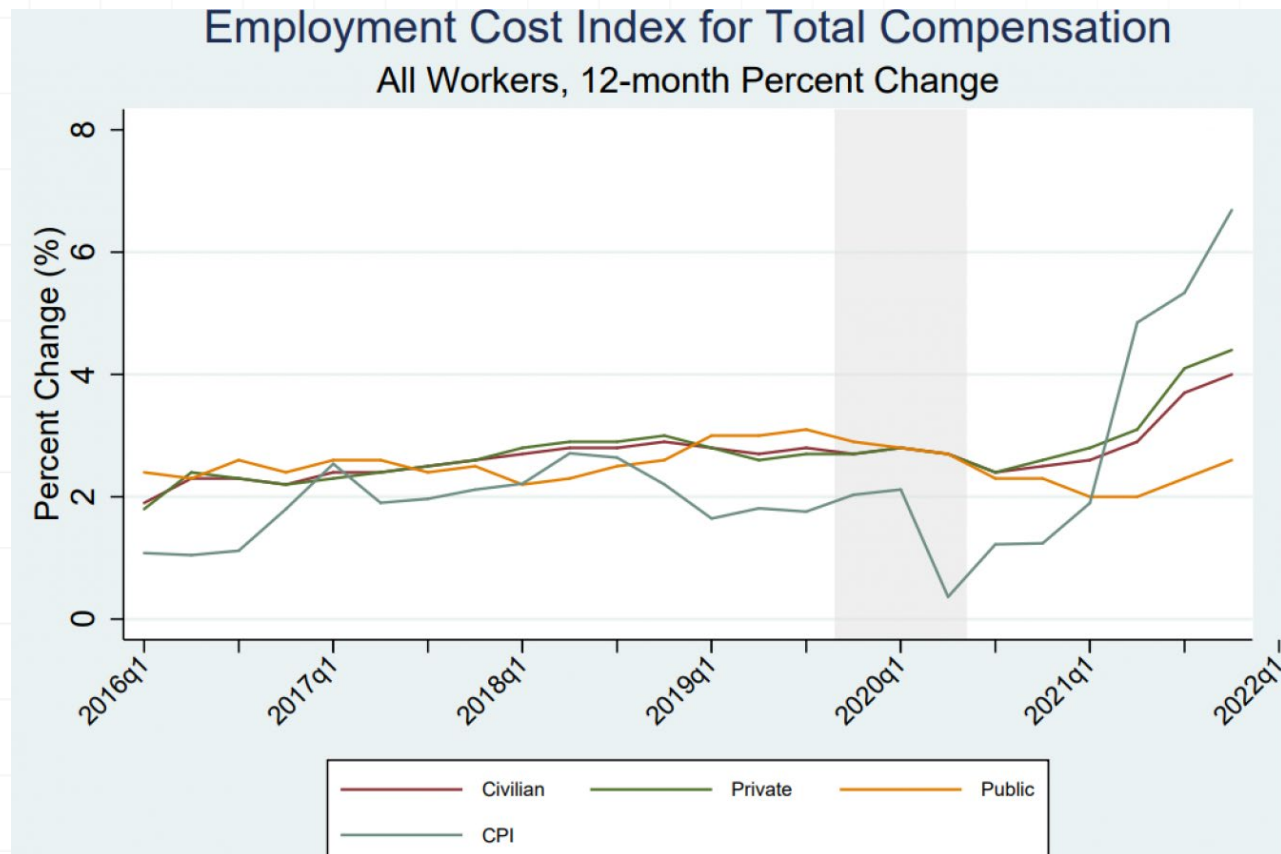
- Basic inflation has been increasing more rapidly since the beginning of the year.
- It will cost more to transport, manufacture and deliver.





COMPENSATION GROWTH ACCELERATES

- The largest increases were in wages and salaries for private-sector workers, particularly for those in service occupations.
 - Civilian workers' compensation costs 12-month growth rate of 4.0 percent growth is the highest in 20 years





The New York Times

By Peter S. Goodman

Feb. 1, 2022. Updated 1:22 p.m. ET

With the havoc at ports showing no signs of abating and prices for a vast array of goods still rising, the world is absorbing a troubling realization: Time alone will not solve the Great Supply Chain Disruption.

It will require investment, technology and a refashioning of the incentives at play across global business. It will take more ships, additional warehouses and an influx of truck drivers, none of which can be conjured quickly or cheaply. Many months, and perhaps years, are likely to transpire before the chaos subsides.

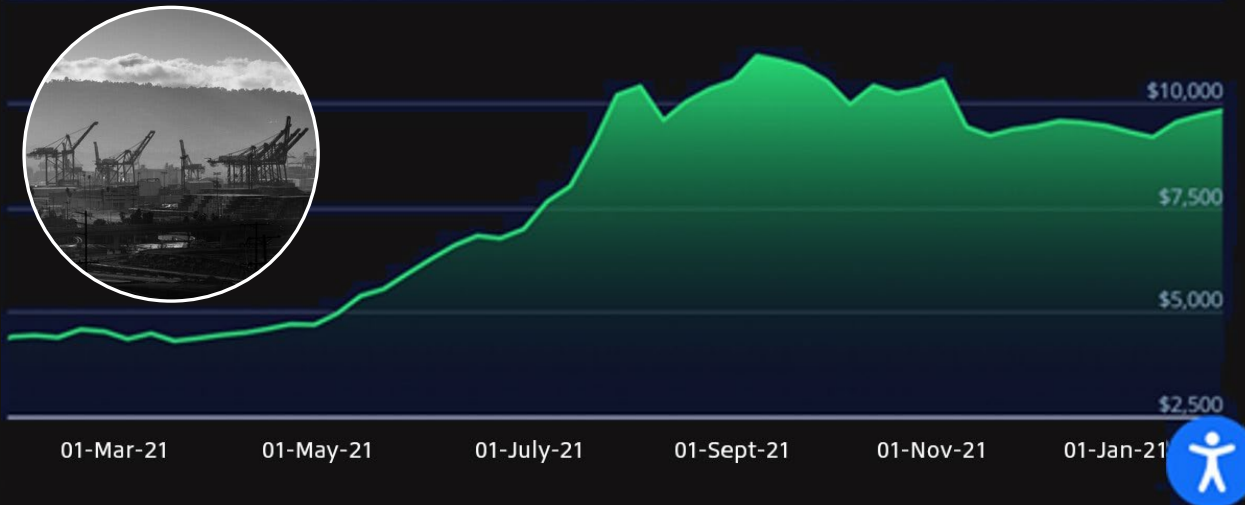
“It’s unlikely to happen in 2022,” said Phil Levy, chief economist at Flexport, a freight forwarding company based in San Francisco. “My crystal ball gets murky further out.”

Container Freight Continues at historic high

28-Jan-22

3m 6m YTD **1Y** All

From 28-Jan-21 To 28-Jan-22





Freight Index and Rates



Updated Jan. 2022

Truck (Productivity)

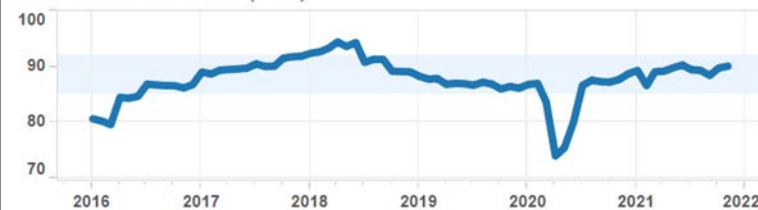
Fleet Productivity CL8 util. rate 92%. Dec. CASS shipment index grew +7.7% Y/Y.

Freight Rates TTL pricing +24% vs. PY, LTL +9% vs PY.

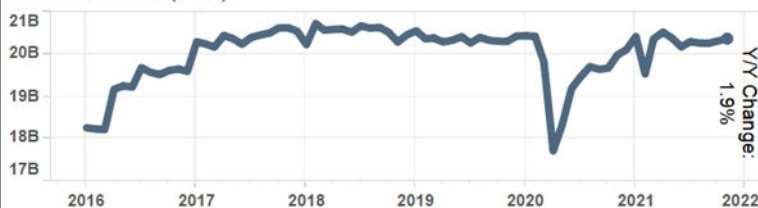
Ton-Miles CL8 tonmiles forecast +3.9% for 2022 (FTR).

Q1

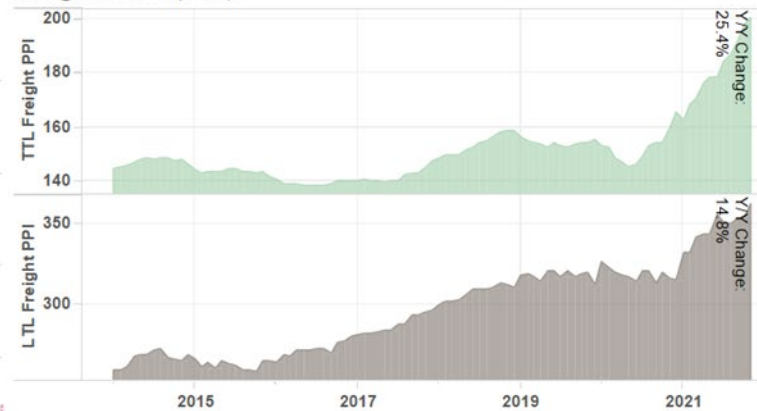
Class 8 Utilization % (FTR)



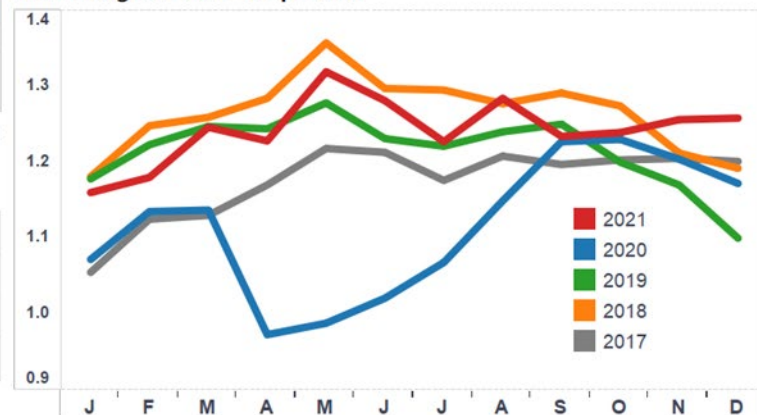
CL8 Ton-miles (FTR)



Freight Rates (FTR)



Cass Freight Index - Shipments



1. Truckload spot rates +25% vs prior month, LTL +15% vs PY.
2. Utilization stable at 92%, ton-miles +1.9% Y/Y. Forecast +3.9% for 2022.
3. CASS shipment index +7.7% vs PY.

From: [Bryce Sheppard](#)
To: [John Harris](#)
Subject: FW: Exxon Mobil Price Increase
Date: Monday, May 23, 2022 12:53:00 PM

From: Colton Rector <crector@alliedsalesco.com>
Sent: Monday, November 29, 2021 11:36 AM
Subject: Exxon Mobil Price Increase

WARNING: This email is from outside of Waste Connections; Exercise caution.

Hello,

The oil market is moving once again. All major brands have announced yet another price increase. This email is to inform you of an upcoming Exxon Mobil price increase going into effect December 1st, 2021. The increase could be up to 15% for specific lubricant types. The oil market is moving again due to rising inflation, increase in demand, shortage of raw materials (additives), and disturbances to global supply chains. I will update you again once numbers are finalized.

The link below is to a market insight website that publishes announcements from companies in the sector. You can see announcements of price increases there. DEF, and coolant prices are rising as well.

<https://jobbersworld.com/>

Regards,

Colton

This e-mail message is for the sole use of the intended recipient(s) and may contain confidential and/or privileged information. Any review, use, disclosure or distribution by any person or entity other than the intended recipient(s) is prohibited. If you are not the intended recipient, please so advise the sender by reply e-mail and destroy all copies of the original email.

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Workbook Contents

U.S. On-Highway Diesel Fuel Prices

Click worksheet name or tab at bottom for data

Worksheet Name	Description
Data 1	W Diesel Prices - All Types
Data 2	M Diesel Prices - All Types
Data 3	W Diesel Prices-Low
Data 4	M Diesel Prices-Low
Data 5	W Diesel Prices-Ultra-Low
Data 6	M Diesel Prices-Ultra-Low

Release Date: 5/2/2022
Next Release Date: 5/9/2022

Excel File Name: psw18vwall.xls
Available from Web Page: <http://www.eia.gov/oog/info/wohdp/diesel.asp>
Source: [Energy Information Administration](#)
For Help, Contact: infoctr@eia.gov
(202) 586-8800

# Of Series	Frequency	Latest Data for
11	Weekly	5/2/2022
11	Monthly	4/2022
1	Weekly	12/1/2008
1	Monthly	12/2008
11	Weekly	5/2/2022
11	Monthly	4/2022

[Back to Contents](#) **Data 1: W Diesel Prices - All Types**

Sourcekey	EMD_EPD2D_PTE_NUS _DPG	EMD_EPD2D_PTE_R10 _DPG	EMD_EPD2D_PTE_R1X _DPG
	Weekly U.S. No 2 Diesel Retail Prices (Dollars per Gallon)	Weekly East Coast No 2 Diesel Retail Prices (Dollars per Gallon)	Weekly New England (PADD 1A) No 2 Diesel Retail Prices (Dollars per Gallon)
Date			
Mar 21, 1994	1.106		1.119
Mar 28, 1994	1.107		1.115
Apr 04, 1994	1.109		1.122
Apr 11, 1994	1.108		1.119
Apr 18, 1994	1.105		1.115
Apr 25, 1994	1.106		1.116
May 02, 1994	1.104		1.113
May 09, 1994	1.101		1.112
May 16, 1994	1.099		1.109
May 23, 1994	1.099		1.108
May 30, 1994	1.098		1.106
Jun 06, 1994	1.101		1.109
Jun 13, 1994	1.098		1.106
Jun 20, 1994	1.103		1.112
Jun 27, 1994	1.108		1.114
Jul 04, 1994	1.109		1.117
Jul 11, 1994	1.11		1.117
Jul 18, 1994	1.111		1.117
Jul 25, 1994	1.111		1.118
Aug 01, 1994	1.116		1.12
Aug 08, 1994	1.127		1.127
Aug 15, 1994	1.127		1.127
Aug 22, 1994	1.124		1.125
Aug 29, 1994	1.122		1.12
Sep 05, 1994	1.126		1.122
Sep 12, 1994	1.128		1.117
Sep 19, 1994	1.126		1.117
Sep 26, 1994	1.12		1.113
Oct 03, 1994	1.118		1.112
Oct 10, 1994	1.117		1.111
Oct 17, 1994	1.119		1.112
Oct 24, 1994	1.122		1.116
Oct 31, 1994	1.133		1.126
Nov 07, 1994	1.133		1.126
Nov 14, 1994	1.135		1.128
Nov 21, 1994	1.13		1.128
Nov 28, 1994	1.126		1.124
Dec 05, 1994	1.123		1.124
Dec 12, 1994	1.114		1.117
Dec 19, 1994	1.109		1.114
Dec 26, 1994	1.106		1.113
Jan 02, 1995	1.104		1.115
Jan 09, 1995	1.102		1.112
Jan 16, 1995	1.1		1.114

Jan 23, 1995	1.095	1.112
Jan 30, 1995	1.09	1.11
Feb 06, 1995	1.086	1.101
Feb 13, 1995	1.088	1.103
Feb 20, 1995	1.088	1.102
Feb 27, 1995	1.089	1.101
Mar 06, 1995	1.089	1.097
Mar 13, 1995	1.088	1.094
Mar 20, 1995	1.085	1.088
Mar 27, 1995	1.088	1.094
Apr 03, 1995	1.094	1.09
Apr 10, 1995	1.101	1.095
Apr 17, 1995	1.106	1.099
Apr 24, 1995	1.115	1.107
May 01, 1995	1.119	1.113
May 08, 1995	1.126	1.12
May 15, 1995	1.126	1.123
May 22, 1995	1.124	1.12
May 29, 1995	1.13	1.128
Jun 05, 1995	1.124	1.12
Jun 12, 1995	1.122	1.12
Jun 19, 1995	1.117	1.117
Jun 26, 1995	1.112	1.116
Jul 03, 1995	1.106	1.112
Jul 10, 1995	1.103	1.106
Jul 17, 1995	1.099	1.102
Jul 24, 1995	1.098	1.1
Jul 31, 1995	1.093	1.095
Aug 07, 1995	1.099	1.099
Aug 14, 1995	1.106	1.1
Aug 21, 1995	1.106	1.101
Aug 28, 1995	1.109	1.101
Sep 04, 1995	1.115	1.107
Sep 11, 1995	1.119	1.107
Sep 18, 1995	1.122	1.107
Sep 25, 1995	1.121	1.106
Oct 02, 1995	1.117	1.104
Oct 09, 1995	1.117	1.1
Oct 16, 1995	1.117	1.104
Oct 23, 1995	1.114	1.102
Oct 30, 1995	1.11	1.098
Nov 06, 1995	1.118	1.1
Nov 13, 1995	1.118	1.1
Nov 20, 1995	1.119	1.098
Nov 27, 1995	1.124	1.103
Dec 04, 1995	1.123	1.101
Dec 11, 1995	1.124	1.109
Dec 18, 1995	1.13	1.12
Dec 25, 1995	1.141	1.131
Jan 01, 1996	1.148	1.147
Jan 08, 1996	1.146	1.149
Jan 15, 1996	1.152	1.159

Jan 22, 1996	1.144	1.152
Jan 29, 1996	1.136	1.143
Feb 05, 1996	1.13	1.141
Feb 12, 1996	1.134	1.142
Feb 19, 1996	1.151	1.168
Feb 26, 1996	1.164	1.182
Mar 04, 1996	1.175	1.19
Mar 11, 1996	1.173	1.183
Mar 18, 1996	1.172	1.18
Mar 25, 1996	1.21	1.231
Apr 01, 1996	1.222	1.235
Apr 08, 1996	1.249	1.251
Apr 15, 1996	1.305	1.299
Apr 22, 1996	1.304	1.297
Apr 29, 1996	1.285	1.269
May 06, 1996	1.292	1.272
May 13, 1996	1.285	1.26
May 20, 1996	1.274	1.244
May 27, 1996	1.254	1.226
Jun 03, 1996	1.24	1.211
Jun 10, 1996	1.215	1.193
Jun 17, 1996	1.193	1.179
Jun 24, 1996	1.179	1.17
Jul 01, 1996	1.172	1.168
Jul 08, 1996	1.173	1.168
Jul 15, 1996	1.178	1.173
Jul 22, 1996	1.184	1.179
Jul 29, 1996	1.178	1.171
Aug 05, 1996	1.184	1.178
Aug 12, 1996	1.191	1.182
Aug 19, 1996	1.206	1.19
Aug 26, 1996	1.222	1.206
Sep 02, 1996	1.231	1.207
Sep 09, 1996	1.25	1.224
Sep 16, 1996	1.276	1.252
Sep 23, 1996	1.277	1.254
Sep 30, 1996	1.289	1.276
Oct 07, 1996	1.308	1.296
Oct 14, 1996	1.326	1.322
Oct 21, 1996	1.329	1.325
Oct 28, 1996	1.329	1.323
Nov 04, 1996	1.323	1.316
Nov 11, 1996	1.316	1.306
Nov 18, 1996	1.324	1.317
Nov 25, 1996	1.327	1.324
Dec 02, 1996	1.323	1.324
Dec 09, 1996	1.32	1.324
Dec 16, 1996	1.307	1.314
Dec 23, 1996	1.3	1.32
Dec 30, 1996	1.295	1.314
Jan 06, 1997	1.291	1.314
Jan 13, 1997	1.296	1.317

Jan 20, 1997	1.293	1.316	
Jan 27, 1997	1.283	1.302	
Feb 03, 1997	1.288	1.302	
Feb 10, 1997	1.285	1.291	
Feb 17, 1997	1.278	1.28	
Feb 24, 1997	1.269	1.27	
Mar 03, 1997	1.252	1.248	
Mar 10, 1997	1.23	1.227	
Mar 17, 1997	1.22	1.212	
Mar 24, 1997	1.22	1.209	
Mar 31, 1997	1.225	1.21	
Apr 07, 1997	1.217	1.203	
Apr 14, 1997	1.216	1.201	
Apr 21, 1997	1.211	1.194	
Apr 28, 1997	1.205	1.187	
May 05, 1997	1.205	1.191	
May 12, 1997	1.191	1.181	
May 19, 1997	1.191	1.182	
May 26, 1997	1.196	1.184	1.238
Jun 02, 1997	1.19	1.178	1.238
Jun 09, 1997	1.187	1.173	1.237
Jun 16, 1997	1.172	1.161	1.24
Jun 23, 1997	1.162	1.155	1.229
Jun 30, 1997	1.153	1.149	1.218
Jul 07, 1997	1.159	1.156	1.212
Jul 14, 1997	1.152	1.151	1.221
Jul 21, 1997	1.147	1.148	1.214
Jul 28, 1997	1.145	1.147	1.209
Aug 04, 1997	1.155	1.156	1.212
Aug 11, 1997	1.168	1.168	1.222
Aug 18, 1997	1.167	1.165	1.226
Aug 25, 1997	1.169	1.167	1.224
Sep 01, 1997	1.165	1.158	1.225
Sep 08, 1997	1.163	1.154	1.22
Sep 15, 1997	1.156	1.15	1.22
Sep 22, 1997	1.154	1.15	1.214
Sep 29, 1997	1.16	1.155	1.22
Oct 06, 1997	1.175	1.177	1.216
Oct 13, 1997	1.185	1.187	1.226
Oct 20, 1997	1.185	1.184	1.225
Oct 27, 1997	1.185	1.183	1.223
Nov 03, 1997	1.188	1.181	1.223
Nov 10, 1997	1.19	1.18	1.222
Nov 17, 1997	1.195	1.183	1.223
Nov 24, 1997	1.193	1.183	1.233
Dec 01, 1997	1.189	1.178	1.233
Dec 08, 1997	1.174	1.165	1.232
Dec 15, 1997	1.162	1.155	1.228
Dec 22, 1997	1.155	1.153	1.223
Dec 29, 1997	1.15	1.151	1.223
Jan 05, 1998	1.147	1.148	1.219
Jan 12, 1998	1.126	1.13	1.216

Jan 19, 1998	1.109	1.121	1.207
Jan 26, 1998	1.096	1.116	1.197
Feb 02, 1998	1.091	1.114	1.199
Feb 09, 1998	1.085	1.106	1.185
Feb 16, 1998	1.082	1.1	1.179
Feb 23, 1998	1.079	1.096	1.174
Mar 02, 1998	1.074	1.089	1.163
Mar 09, 1998	1.066	1.084	1.149
Mar 16, 1998	1.057	1.071	1.141
Mar 23, 1998	1.049	1.063	1.131
Mar 30, 1998	1.068	1.079	1.135
Apr 06, 1998	1.067	1.076	1.129
Apr 13, 1998	1.065	1.073	1.125
Apr 20, 1998	1.065	1.071	1.129
Apr 27, 1998	1.07	1.073	1.126
May 04, 1998	1.072	1.073	1.125
May 11, 1998	1.075	1.078	1.127
May 18, 1998	1.069	1.074	1.12
May 25, 1998	1.06	1.067	1.115
Jun 01, 1998	1.053	1.061	1.11
Jun 08, 1998	1.045	1.054	1.108
Jun 15, 1998	1.04	1.049	1.108
Jun 22, 1998	1.033	1.042	1.105
Jun 29, 1998	1.034	1.042	1.104
Jul 06, 1998	1.036	1.046	1.099
Jul 13, 1998	1.031	1.041	1.097
Jul 20, 1998	1.027	1.037	1.097
Jul 27, 1998	1.02	1.027	1.092
Aug 03, 1998	1.016	1.023	1.083
Aug 10, 1998	1.01	1.014	1.078
Aug 17, 1998	1.007	1.008	1.077
Aug 24, 1998	1.004	1.001	1.075
Aug 31, 1998	1	0.997	1.075
Sep 07, 1998	1.009	1.004	1.066
Sep 14, 1998	1.019	1.017	1.08
Sep 21, 1998	1.03	1.026	1.072
Sep 28, 1998	1.039	1.038	1.084
Oct 05, 1998	1.041	1.04	1.086
Oct 12, 1998	1.041	1.04	1.093
Oct 19, 1998	1.036	1.037	1.092
Oct 26, 1998	1.036	1.038	1.096
Nov 02, 1998	1.035	1.037	1.092
Nov 09, 1998	1.034	1.035	1.092
Nov 16, 1998	1.026	1.026	1.094
Nov 23, 1998	1.012	1.014	1.091
Nov 30, 1998	1.004	1.007	1.092
Dec 07, 1998	0.986	0.992	1.082
Dec 14, 1998	0.972	0.979	1.076
Dec 21, 1998	0.968	0.976	1.077
Dec 28, 1998	0.966	0.977	1.073
Jan 04, 1999	0.965	0.974	1.071
Jan 11, 1999	0.967	0.976	1.072

Jan 18, 1999	0.97	0.979	1.073
Jan 25, 1999	0.964	0.974	1.068
Feb 01, 1999	0.962	0.97	1.063
Feb 08, 1999	0.962	0.967	1.063
Feb 15, 1999	0.959	0.964	1.065
Feb 22, 1999	0.953	0.961	1.056
Mar 01, 1999	0.956	0.965	1.049
Mar 08, 1999	0.964	0.969	1.05
Mar 15, 1999	1	0.995	1.058
Mar 22, 1999	1.018	1.009	1.067
Mar 29, 1999	1.046	1.025	1.078
Apr 05, 1999	1.075	1.046	1.093
Apr 12, 1999	1.084	1.053	1.105
Apr 19, 1999	1.08	1.055	1.101
Apr 26, 1999	1.078	1.057	1.101
May 03, 1999	1.078	1.058	1.103
May 10, 1999	1.083	1.063	1.111
May 17, 1999	1.075	1.058	1.103
May 24, 1999	1.066	1.05	1.112
May 31, 1999	1.065	1.048	1.11
Jun 07, 1999	1.059	1.042	1.11
Jun 14, 1999	1.068	1.046	1.108
Jun 21, 1999	1.082	1.058	1.11
Jun 28, 1999	1.087	1.062	1.107
Jul 05, 1999	1.102	1.081	1.119
Jul 12, 1999	1.114	1.094	1.144
Jul 19, 1999	1.133	1.112	1.153
Jul 26, 1999	1.137	1.118	1.161
Aug 02, 1999	1.146	1.126	1.18
Aug 09, 1999	1.156	1.131	1.182
Aug 16, 1999	1.178	1.147	1.189
Aug 23, 1999	1.186	1.16	1.199
Aug 30, 1999	1.194	1.171	1.205
Sep 06, 1999	1.198	1.175	1.207
Sep 13, 1999	1.209	1.191	1.226
Sep 20, 1999	1.226	1.209	1.239
Sep 27, 1999	1.226	1.212	1.255
Oct 04, 1999	1.234	1.223	1.283
Oct 11, 1999	1.228	1.215	1.288
Oct 18, 1999	1.224	1.211	1.288
Oct 25, 1999	1.226	1.213	1.276
Nov 01, 1999	1.229	1.214	1.279
Nov 08, 1999	1.234	1.214	1.284
Nov 15, 1999	1.261	1.24	1.291
Nov 22, 1999	1.289	1.272	1.32
Nov 29, 1999	1.304	1.29	1.344
Dec 06, 1999	1.294	1.285	1.355
Dec 13, 1999	1.288	1.281	1.354
Dec 20, 1999	1.287	1.28	1.358
Dec 27, 1999	1.298	1.29	1.367
Jan 03, 2000	1.309	1.303	1.372
Jan 10, 2000	1.307	1.302	1.374

Jan 17, 2000	1.307	1.312	1.441
Jan 24, 2000	1.418	1.505	1.836
Jan 31, 2000	1.439	1.564	1.966
Feb 07, 2000	1.47	1.626	2.122
Feb 14, 2000	1.456	1.567	1.93
Feb 21, 2000	1.456	1.52	1.739
Feb 28, 2000	1.461	1.5	1.643
Mar 06, 2000	1.49	1.51	1.609
Mar 13, 2000	1.496	1.507	1.589
Mar 20, 2000	1.479	1.485	1.549
Mar 27, 2000	1.451	1.449	1.505
Apr 03, 2000	1.442	1.436	1.485
Apr 10, 2000	1.419	1.414	1.469
Apr 17, 2000	1.398	1.4	1.468
Apr 24, 2000	1.428	1.425	1.48
May 01, 2000	1.418	1.415	1.49
May 08, 2000	1.402	1.403	1.482
May 15, 2000	1.415	1.414	1.487
May 22, 2000	1.432	1.438	1.5
May 29, 2000	1.431	1.436	1.518
Jun 05, 2000	1.419	1.425	1.523
Jun 12, 2000	1.411	1.42	1.51
Jun 19, 2000	1.423	1.425	1.51
Jun 26, 2000	1.432	1.432	1.512
Jul 03, 2000	1.453	1.455	1.528
Jul 10, 2000	1.449	1.451	1.525
Jul 17, 2000	1.435	1.443	1.522
Jul 24, 2000	1.424	1.435	1.519
Jul 31, 2000	1.408	1.418	1.515
Aug 07, 2000	1.41	1.423	1.513
Aug 14, 2000	1.447	1.457	1.515
Aug 21, 2000	1.471	1.478	1.529
Aug 28, 2000	1.536	1.535	1.578
Sep 04, 2000	1.609	1.591	1.632
Sep 11, 2000	1.629	1.61	1.661
Sep 18, 2000	1.653	1.638	1.692
Sep 25, 2000	1.657	1.639	1.694
Oct 02, 2000	1.625	1.606	1.675
Oct 09, 2000	1.614	1.596	1.678
Oct 16, 2000	1.67	1.648	1.728
Oct 23, 2000	1.648	1.628	1.708
Oct 30, 2000	1.629	1.613	1.718
Nov 06, 2000	1.61	1.601	1.708
Nov 13, 2000	1.603	1.6	1.708
Nov 20, 2000	1.627	1.646	1.739
Nov 27, 2000	1.645	1.667	1.757
Dec 04, 2000	1.622	1.644	1.762
Dec 11, 2000	1.577	1.604	1.757
Dec 18, 2000	1.545	1.564	1.736
Dec 25, 2000	1.515	1.536	1.708
Jan 01, 2001	1.522	1.544	1.7
Jan 08, 2001	1.52	1.544	1.69

Jan 15, 2001	1.509	1.552	1.675
Jan 22, 2001	1.528	1.571	1.655
Jan 29, 2001	1.539	1.579	1.649
Feb 05, 2001	1.52	1.555	1.633
Feb 12, 2001	1.518	1.544	1.626
Feb 19, 2001	1.48	1.499	1.607
Feb 26, 2001	1.451	1.469	1.57
Mar 05, 2001	1.42	1.426	1.557
Mar 12, 2001	1.406	1.42	1.546
Mar 19, 2001	1.392	1.4	1.523
Mar 26, 2001	1.379	1.383	1.508
Apr 02, 2001	1.391	1.402	1.514
Apr 09, 2001	1.397	1.409	1.514
Apr 16, 2001	1.437	1.446	1.548
Apr 23, 2001	1.443	1.453	1.551
Apr 30, 2001	1.442	1.443	1.541
May 07, 2001	1.47	1.443	1.541
May 14, 2001	1.491	1.443	1.533
May 21, 2001	1.494	1.442	1.519
May 28, 2001	1.529	1.461	1.539
Jun 04, 2001	1.514	1.446	1.531
Jun 11, 2001	1.486	1.432	1.525
Jun 18, 2001	1.48	1.446	1.525
Jun 25, 2001	1.447	1.427	1.518
Jul 02, 2001	1.407	1.4	1.505
Jul 09, 2001	1.392	1.385	1.5
Jul 16, 2001	1.38	1.376	1.485
Jul 23, 2001	1.348	1.354	1.472
Jul 30, 2001	1.347	1.353	1.459
Aug 06, 2001	1.345	1.35	1.455
Aug 13, 2001	1.367	1.372	1.455
Aug 20, 2001	1.394	1.379	1.461
Aug 27, 2001	1.452	1.387	1.46
Sep 03, 2001	1.488	1.408	1.456
Sep 10, 2001	1.492	1.415	1.466
Sep 17, 2001	1.527	1.449	1.488
Sep 24, 2001	1.473	1.414	1.49
Oct 01, 2001	1.39	1.355	1.458
Oct 08, 2001	1.371	1.328	1.447
Oct 15, 2001	1.353	1.317	1.426
Oct 22, 2001	1.318	1.289	1.42
Oct 29, 2001	1.31	1.284	1.397
Nov 05, 2001	1.291	1.272	1.383
Nov 12, 2001	1.269	1.254	1.368
Nov 19, 2001	1.252	1.24	1.356
Nov 26, 2001	1.223	1.215	1.339
Dec 03, 2001	1.194	1.194	1.313
Dec 10, 2001	1.173	1.186	1.314
Dec 17, 2001	1.143	1.167	1.301
Dec 24, 2001	1.154	1.179	1.294
Dec 31, 2001	1.169	1.192	1.289
Jan 07, 2002	1.168	1.192	1.291

Jan 14, 2002	1.159	1.192	1.295
Jan 21, 2002	1.14	1.177	1.295
Jan 28, 2002	1.144	1.176	1.293
Feb 04, 2002	1.144	1.171	1.292
Feb 11, 2002	1.153	1.179	1.285
Feb 18, 2002	1.156	1.184	1.29
Feb 25, 2002	1.154	1.186	1.286
Mar 04, 2002	1.173	1.19	1.289
Mar 11, 2002	1.216	1.227	1.304
Mar 18, 2002	1.251	1.262	1.32
Mar 25, 2002	1.281	1.287	1.346
Apr 01, 2002	1.295	1.294	1.35
Apr 08, 2002	1.323	1.322	1.378
Apr 15, 2002	1.32	1.32	1.387
Apr 22, 2002	1.304	1.308	1.388
Apr 29, 2002	1.302	1.307	1.391
May 06, 2002	1.305	1.313	1.393
May 13, 2002	1.299	1.308	1.399
May 20, 2002	1.309	1.313	1.397
May 27, 2002	1.308	1.312	1.396
Jun 03, 2002	1.3	1.305	1.396
Jun 10, 2002	1.286	1.297	1.391
Jun 17, 2002	1.275	1.279	1.386
Jun 24, 2002	1.281	1.282	1.379
Jul 01, 2002	1.289	1.291	1.383
Jul 08, 2002	1.294	1.297	1.386
Jul 15, 2002	1.3	1.301	1.384
Jul 22, 2002	1.311	1.314	1.398
Jul 29, 2002	1.303	1.306	1.396
Aug 05, 2002	1.304	1.307	1.406
Aug 12, 2002	1.303	1.303	1.407
Aug 19, 2002	1.333	1.329	1.416
Aug 26, 2002	1.37	1.359	1.418
Sep 02, 2002	1.388	1.374	1.429
Sep 09, 2002	1.396	1.378	1.432
Sep 16, 2002	1.414	1.395	1.455
Sep 23, 2002	1.417	1.399	1.457
Sep 30, 2002	1.438	1.42	1.468
Oct 07, 2002	1.46	1.448	1.48
Oct 14, 2002	1.461	1.449	1.486
Oct 21, 2002	1.469	1.454	1.488
Oct 28, 2002	1.456	1.442	1.496
Nov 04, 2002	1.442	1.432	1.497
Nov 11, 2002	1.427	1.42	1.493
Nov 18, 2002	1.405	1.394	1.492
Nov 25, 2002	1.405	1.398	1.494
Dec 02, 2002	1.407	1.402	1.495
Dec 09, 2002	1.405	1.404	1.492
Dec 16, 2002	1.401	1.405	1.495
Dec 23, 2002	1.44	1.448	1.524
Dec 30, 2002	1.491	1.506	1.554
Jan 06, 2003	1.501	1.517	1.565

Jan 13, 2003	1.478	1.503	1.593
Jan 20, 2003	1.48	1.51	1.594
Jan 27, 2003	1.492	1.526	1.608
Feb 03, 2003	1.542	1.571	1.643
Feb 10, 2003	1.662	1.716	1.834
Feb 17, 2003	1.704	1.756	1.885
Feb 24, 2003	1.709	1.754	1.888
Mar 03, 2003	1.753	1.795	1.954
Mar 10, 2003	1.771	1.815	2.001
Mar 17, 2003	1.752	1.805	1.991
Mar 24, 2003	1.662	1.741	1.892
Mar 31, 2003	1.602	1.692	1.823
Apr 07, 2003	1.554	1.634	1.746
Apr 14, 2003	1.539	1.608	1.691
Apr 21, 2003	1.529	1.591	1.685
Apr 28, 2003	1.508	1.565	1.662
May 05, 2003	1.484	1.547	1.635
May 12, 2003	1.444	1.497	1.612
May 19, 2003	1.443	1.477	1.581
May 26, 2003	1.434	1.465	1.576
Jun 02, 2003	1.423	1.447	1.57
Jun 09, 2003	1.422	1.441	1.563
Jun 16, 2003	1.432	1.439	1.563
Jun 23, 2003	1.423	1.429	1.556
Jun 30, 2003	1.42	1.427	1.563
Jul 07, 2003	1.428	1.433	1.566
Jul 14, 2003	1.435	1.445	1.558
Jul 21, 2003	1.439	1.447	1.565
Jul 28, 2003	1.438	1.441	1.564
Aug 04, 2003	1.453	1.447	1.565
Aug 11, 2003	1.492	1.482	1.571
Aug 18, 2003	1.498	1.484	1.582
Aug 25, 2003	1.503	1.484	1.573
Sep 01, 2003	1.501	1.482	1.575
Sep 08, 2003	1.488	1.472	1.571
Sep 15, 2003	1.471	1.461	1.568
Sep 22, 2003	1.444	1.443	1.553
Sep 29, 2003	1.429	1.432	1.555
Oct 06, 2003	1.445	1.444	1.558
Oct 13, 2003	1.483	1.475	1.575
Oct 20, 2003	1.502	1.492	1.588
Oct 27, 2003	1.495	1.486	1.587
Nov 03, 2003	1.481	1.473	1.584
Nov 10, 2003	1.476	1.471	1.579
Nov 17, 2003	1.481	1.478	1.581
Nov 24, 2003	1.491	1.495	1.603
Dec 01, 2003	1.476	1.484	1.605
Dec 08, 2003	1.481	1.486	1.606
Dec 15, 2003	1.486	1.493	1.623
Dec 22, 2003	1.504	1.515	1.649
Dec 29, 2003	1.502	1.516	1.656
Jan 05, 2004	1.503	1.519	1.662

Jan 12, 2004	1.551	1.583	1.713
Jan 19, 2004	1.559	1.598	1.748
Jan 26, 2004	1.591	1.636	1.777
Feb 02, 2004	1.581	1.622	1.786
Feb 09, 2004	1.568	1.595	1.773
Feb 16, 2004	1.584	1.602	1.765
Feb 23, 2004	1.595	1.616	1.767
Mar 01, 2004	1.619	1.629	1.767
Mar 08, 2004	1.628	1.639	1.762
Mar 15, 2004	1.617	1.624	1.756
Mar 22, 2004	1.641	1.643	1.76
Mar 29, 2004	1.642	1.638	1.757
Apr 05, 2004	1.648	1.636	1.755
Apr 12, 2004	1.679	1.64	1.748
Apr 19, 2004	1.724	1.665	1.757
Apr 26, 2004	1.718	1.655	1.755
May 03, 2004	1.717	1.653	1.754
May 10, 2004	1.745	1.678	1.768
May 17, 2004	1.763	1.7	1.804
May 24, 2004	1.761	1.707	1.806
May 31, 2004	1.746	1.705	1.815
Jun 07, 2004	1.734	1.7	1.816
Jun 14, 2004	1.711	1.687	1.81
Jun 21, 2004	1.7	1.685	1.807
Jun 28, 2004	1.7	1.688	1.804
Jul 05, 2004	1.716	1.698	1.802
Jul 12, 2004	1.74	1.718	1.812
Jul 19, 2004	1.744	1.727	1.822
Jul 26, 2004	1.754	1.737	1.836
Aug 02, 2004	1.78	1.765	1.857
Aug 09, 2004	1.814	1.803	1.889
Aug 16, 2004	1.825	1.811	1.91
Aug 23, 2004	1.874	1.861	1.944
Aug 30, 2004	1.871	1.858	1.956
Sep 06, 2004	1.869	1.858	1.949
Sep 13, 2004	1.874	1.867	1.954
Sep 20, 2004	1.912	1.905	1.988
Sep 27, 2004	2.012	2.019	2.102
Oct 04, 2004	2.053	2.058	2.155
Oct 11, 2004	2.092	2.1	2.212
Oct 18, 2004	2.18	2.179	2.29
Oct 25, 2004	2.212	2.213	2.329
Nov 01, 2004	2.206	2.212	2.33
Nov 08, 2004	2.163	2.182	2.296
Nov 15, 2004	2.132	2.159	2.268
Nov 22, 2004	2.116	2.143	2.258
Nov 29, 2004	2.116	2.141	2.258
Dec 06, 2004	2.069	2.111	2.234
Dec 13, 2004	1.997	2.063	2.206
Dec 20, 2004	1.984	2.052	2.199
Dec 27, 2004	1.987	2.045	2.196
Jan 03, 2005	1.957	2.025	2.18

Jan 10, 2005	1.934	1.999	2.163
Jan 17, 2005	1.952	2.009	2.168
Jan 24, 2005	1.959	2.014	2.18
Jan 31, 2005	1.992	2.048	2.225
Feb 07, 2005	1.983	2.025	2.222
Feb 14, 2005	1.986	2.013	2.197
Feb 21, 2005	2.02	2.027	2.198
Feb 28, 2005	2.118	2.117	2.241
Mar 07, 2005	2.168	2.163	2.288
Mar 14, 2005	2.194	2.197	2.32
Mar 21, 2005	2.244	2.245	2.355
Mar 28, 2005	2.249	2.248	2.374
Apr 04, 2005	2.303	2.299	2.427
Apr 11, 2005	2.316	2.306	2.434
Apr 18, 2005	2.259	2.26	2.418
Apr 25, 2005	2.289	2.287	2.413
May 02, 2005	2.262	2.264	2.41
May 09, 2005	2.227	2.237	2.389
May 16, 2005	2.189	2.204	2.38
May 23, 2005	2.156	2.181	2.338
May 30, 2005	2.16	2.188	2.32
Jun 06, 2005	2.234	2.263	2.353
Jun 13, 2005	2.276	2.308	2.399
Jun 20, 2005	2.313	2.348	2.442
Jun 27, 2005	2.336	2.368	2.476
Jul 04, 2005	2.348	2.37	2.485
Jul 11, 2005	2.408	2.427	2.533
Jul 18, 2005	2.392	2.412	2.535
Jul 25, 2005	2.342	2.365	2.508
Aug 01, 2005	2.348	2.356	2.488
Aug 08, 2005	2.407	2.386	2.492
Aug 15, 2005	2.567	2.544	2.618
Aug 22, 2005	2.588	2.564	2.642
Aug 29, 2005	2.59	2.564	2.649
Sep 05, 2005	2.898	2.9	2.977
Sep 12, 2005	2.847	2.849	2.92
Sep 19, 2005	2.732	2.749	2.804
Sep 26, 2005	2.798	2.808	2.859
Oct 03, 2005	3.144	3.198	3.012
Oct 10, 2005	3.15	3.16	2.947
Oct 17, 2005	3.148	3.116	2.913
Oct 24, 2005	3.157	3.051	2.873
Oct 31, 2005	2.876	2.784	2.834
Nov 07, 2005	2.698	2.657	2.744
Nov 14, 2005	2.602	2.565	2.699
Nov 21, 2005	2.513	2.491	2.652
Nov 28, 2005	2.479	2.467	2.619
Dec 05, 2005	2.425	2.428	2.591
Dec 12, 2005	2.436	2.458	2.598
Dec 19, 2005	2.462	2.499	2.647
Dec 26, 2005	2.448	2.481	2.643
Jan 02, 2006	2.442	2.481	2.645

Jan 09, 2006	2.485	2.528	2.676
Jan 16, 2006	2.449	2.489	2.663
Jan 23, 2006	2.472	2.516	2.668
Jan 30, 2006	2.489	2.53	2.661
Feb 06, 2006	2.499	2.536	2.659
Feb 13, 2006	2.476	2.509	2.617
Feb 20, 2006	2.455	2.487	2.593
Feb 27, 2006	2.471	2.493	2.593
Mar 06, 2006	2.545	2.571	2.656
Mar 13, 2006	2.543	2.567	2.687
Mar 20, 2006	2.581	2.606	2.702
Mar 27, 2006	2.565	2.586	2.7
Apr 03, 2006	2.617	2.639	2.731
Apr 10, 2006	2.654	2.676	2.769
Apr 17, 2006	2.765	2.788	2.865
Apr 24, 2006	2.876	2.888	2.961
May 01, 2006	2.896	2.892	2.979
May 08, 2006	2.897	2.884	2.972
May 15, 2006	2.92	2.907	3.003
May 22, 2006	2.888	2.877	2.982
May 29, 2006	2.882	2.873	2.966
Jun 05, 2006	2.89	2.881	2.969
Jun 12, 2006	2.918	2.909	2.979
Jun 19, 2006	2.915	2.907	2.96
Jun 26, 2006	2.867	2.864	2.952
Jul 03, 2006	2.898	2.874	2.948
Jul 10, 2006	2.918	2.887	2.947
Jul 17, 2006	2.926	2.906	2.97
Jul 24, 2006	2.946	2.925	2.972
Jul 31, 2006	2.98	2.958	2.991
Aug 07, 2006	3.055	3.026	3.061
Aug 14, 2006	3.065	3.017	3.077
Aug 21, 2006	3.033	2.953	3.049
Aug 28, 2006	3.027	2.955	3.035
Sep 04, 2006	2.967	2.911	3.009
Sep 11, 2006	2.857	2.826	2.955
Sep 18, 2006	2.713	2.699	2.832
Sep 25, 2006	2.595	2.6	2.73
Oct 02, 2006	2.546	2.567	2.678
Oct 09, 2006	2.506	2.533	2.649
Oct 16, 2006	2.503	2.521	2.623
Oct 23, 2006	2.524	2.537	2.636
Oct 30, 2006	2.517	2.53	2.629
Nov 06, 2006	2.506	2.508	2.613
Nov 13, 2006	2.552	2.53	2.616
Nov 20, 2006	2.553	2.521	2.625
Nov 27, 2006	2.567	2.537	2.634
Dec 04, 2006	2.618	2.61	2.716
Dec 11, 2006	2.621	2.61	2.749
Dec 18, 2006	2.606	2.599	2.73
Dec 25, 2006	2.596	2.587	2.737
Jan 01, 2007	2.58	2.565	2.71

Jan 08, 2007	2.537	2.52	2.672
Jan 15, 2007	2.463	2.437	2.622
Jan 22, 2007	2.43	2.421	2.582
Jan 29, 2007	2.413	2.406	2.57
Feb 05, 2007	2.435	2.433	2.593
Feb 12, 2007	2.476	2.465	2.625
Feb 19, 2007	2.491	2.479	2.636
Feb 26, 2007	2.551	2.526	2.65
Mar 05, 2007	2.626	2.604	2.693
Mar 12, 2007	2.685	2.669	2.73
Mar 19, 2007	2.681	2.661	2.722
Mar 26, 2007	2.676	2.657	2.713
Apr 02, 2007	2.79	2.764	2.786
Apr 09, 2007	2.84	2.813	2.821
Apr 16, 2007	2.877	2.862	2.871
Apr 23, 2007	2.851	2.837	2.864
Apr 30, 2007	2.811	2.8	2.871
May 07, 2007	2.792	2.781	2.874
May 14, 2007	2.773	2.758	2.866
May 21, 2007	2.803	2.798	2.884
May 28, 2007	2.817	2.811	2.888
Jun 04, 2007	2.799	2.794	2.882
Jun 11, 2007	2.792	2.789	2.882
Jun 18, 2007	2.805	2.8	2.877
Jun 25, 2007	2.835	2.832	2.92
Jul 02, 2007	2.829	2.827	2.93
Jul 09, 2007	2.849	2.853	2.942
Jul 16, 2007	2.889	2.874	2.959
Jul 23, 2007	2.889	2.86	2.95
Jul 30, 2007	2.886	2.847	2.946
Aug 06, 2007	2.898	2.866	2.955
Aug 13, 2007	2.847	2.82	2.923
Aug 20, 2007	2.868	2.842	2.915
Aug 27, 2007	2.863	2.834	2.906
Sep 03, 2007	2.893	2.867	2.915
Sep 10, 2007	2.924	2.912	2.968
Sep 17, 2007	2.964	2.961	3.025
Sep 24, 2007	3.032	3.037	3.1
Oct 01, 2007	3.048	3.052	3.117
Oct 08, 2007	3.035	3.031	3.123
Oct 15, 2007	3.039	3.023	3.122
Oct 22, 2007	3.094	3.078	3.182
Oct 29, 2007	3.157	3.148	3.25
Nov 05, 2007	3.303	3.29	3.375
Nov 12, 2007	3.425	3.415	3.484
Nov 19, 2007	3.41	3.407	3.488
Nov 26, 2007	3.444	3.453	3.59
Dec 03, 2007	3.416	3.444	3.595
Dec 10, 2007	3.325	3.372	3.57
Dec 17, 2007	3.309	3.359	3.581
Dec 24, 2007	3.308	3.356	3.584
Dec 31, 2007	3.345	3.399	3.6

Jan 07, 2008	3.376	3.436	3.644
Jan 14, 2008	3.326	3.391	3.621
Jan 21, 2008	3.27	3.343	3.594
Jan 28, 2008	3.259	3.327	3.583
Feb 04, 2008	3.28	3.338	3.566
Feb 11, 2008	3.28	3.324	3.542
Feb 18, 2008	3.396	3.444	3.588
Feb 25, 2008	3.552	3.608	3.71
Mar 03, 2008	3.658	3.7	3.813
Mar 10, 2008	3.819	3.87	3.938
Mar 17, 2008	3.974	4.035	4.119
Mar 24, 2008	3.989	4.045	4.142
Mar 31, 2008	3.964	4.014	4.13
Apr 07, 2008	3.955	4.005	4.121
Apr 14, 2008	4.059	4.117	4.239
Apr 21, 2008	4.143	4.207	4.346
Apr 28, 2008	4.177	4.23	4.346
May 05, 2008	4.149	4.194	4.337
May 12, 2008	4.331	4.377	4.463
May 19, 2008	4.497	4.544	4.61
May 26, 2008	4.723	4.779	4.843
Jun 02, 2008	4.707	4.759	4.846
Jun 09, 2008	4.692	4.743	4.834
Jun 16, 2008	4.692	4.752	4.853
Jun 23, 2008	4.648	4.711	4.833
Jun 30, 2008	4.645	4.704	4.822
Jul 07, 2008	4.727	4.789	4.863
Jul 14, 2008	4.764	4.822	4.889
Jul 21, 2008	4.718	4.773	4.869
Jul 28, 2008	4.603	4.664	4.806
Aug 04, 2008	4.502	4.563	4.735
Aug 11, 2008	4.353	4.42	4.584
Aug 18, 2008	4.207	4.263	4.422
Aug 25, 2008	4.145	4.199	4.382
Sep 01, 2008	4.121	4.169	4.359
Sep 08, 2008	4.059	4.1	4.312
Sep 15, 2008	4.023	4.082	4.246
Sep 22, 2008	3.958	4.021	4.11
Sep 29, 2008	3.959	4.02	4.077
Oct 06, 2008	3.875	3.928	4.036
Oct 13, 2008	3.659	3.709	3.892
Oct 20, 2008	3.482	3.553	3.729
Oct 27, 2008	3.288	3.397	3.573
Nov 03, 2008	3.088	3.219	3.42
Nov 10, 2008	2.944	3.06	3.266
Nov 17, 2008	2.809	2.924	3.148
Nov 24, 2008	2.664	2.788	2.997
Dec 01, 2008	2.615	2.735	2.954
Dec 08, 2008	2.515	2.632	2.849
Dec 15, 2008	2.422	2.534	2.74
Dec 22, 2008	2.366	2.469	2.689
Dec 29, 2008	2.327	2.423	2.638

Jan 05, 2009	2.291	2.38	2.596
Jan 12, 2009	2.314	2.395	2.621
Jan 19, 2009	2.296	2.377	2.613
Jan 26, 2009	2.268	2.344	2.595
Feb 02, 2009	2.246	2.325	2.583
Feb 09, 2009	2.219	2.296	2.576
Feb 16, 2009	2.186	2.25	2.559
Feb 23, 2009	2.13	2.199	2.514
Mar 02, 2009	2.087	2.153	2.472
Mar 09, 2009	2.045	2.122	2.434
Mar 16, 2009	2.017	2.093	2.403
Mar 23, 2009	2.09	2.166	2.403
Mar 30, 2009	2.221	2.281	2.424
Apr 06, 2009	2.228	2.279	2.429
Apr 13, 2009	2.229	2.273	2.42
Apr 20, 2009	2.221	2.264	2.403
Apr 27, 2009	2.201	2.241	2.395
May 04, 2009	2.185	2.226	2.382
May 11, 2009	2.216	2.255	2.395
May 18, 2009	2.231	2.276	2.401
May 25, 2009	2.274	2.305	2.409
Jun 01, 2009	2.352	2.369	2.438
Jun 08, 2009	2.498	2.516	2.566
Jun 15, 2009	2.572	2.601	2.651
Jun 22, 2009	2.616	2.634	2.67
Jun 29, 2009	2.608	2.629	2.666
Jul 06, 2009	2.594	2.609	2.656
Jul 13, 2009	2.542	2.559	2.623
Jul 20, 2009	2.496	2.514	2.6
Jul 27, 2009	2.528	2.55	2.613
Aug 03, 2009	2.55	2.579	2.637
Aug 10, 2009	2.625	2.665	2.701
Aug 17, 2009	2.652	2.687	2.739
Aug 24, 2009	2.668	2.692	2.741
Aug 31, 2009	2.674	2.691	2.742
Sep 07, 2009	2.647	2.658	2.729
Sep 14, 2009	2.634	2.65	2.72
Sep 21, 2009	2.622	2.631	2.708
Sep 28, 2009	2.601	2.607	2.703
Oct 05, 2009	2.582	2.586	2.686
Oct 12, 2009	2.6	2.61	2.69
Oct 19, 2009	2.705	2.716	2.752
Oct 26, 2009	2.801	2.819	2.843
Nov 02, 2009	2.808	2.834	2.878
Nov 09, 2009	2.801	2.821	2.866
Nov 16, 2009	2.79	2.808	2.868
Nov 23, 2009	2.787	2.803	2.868
Nov 30, 2009	2.775	2.792	2.869
Dec 07, 2009	2.772	2.792	2.874
Dec 14, 2009	2.748	2.769	2.87
Dec 21, 2009	2.726	2.74	2.853
Dec 28, 2009	2.732	2.749	2.862

Jan 04, 2010	2.797	2.827	2.935
Jan 11, 2010	2.879	2.922	3.068
Jan 18, 2010	2.87	2.923	3.065
Jan 25, 2010	2.833	2.883	3.055
Feb 01, 2010	2.781	2.832	3.017
Feb 08, 2010	2.769	2.819	3.014
Feb 15, 2010	2.756	2.809	2.991
Feb 22, 2010	2.832	2.877	3.011
Mar 01, 2010	2.861	2.902	3.018
Mar 08, 2010	2.904	2.932	3.015
Mar 15, 2010	2.924	2.948	3.018
Mar 22, 2010	2.946	2.973	3.032
Mar 29, 2010	2.939	2.965	3.029
Apr 05, 2010	3.015	3.032	3.054
Apr 12, 2010	3.069	3.082	3.086
Apr 19, 2010	3.074	3.081	3.103
Apr 26, 2010	3.078	3.075	3.105
May 03, 2010	3.122	3.127	3.138
May 10, 2010	3.127	3.136	3.161
May 17, 2010	3.094	3.109	3.142
May 24, 2010	3.021	3.039	3.098
May 31, 2010	2.98	3.005	3.064
Jun 07, 2010	2.946	2.973	3.045
Jun 14, 2010	2.928	2.949	3.025
Jun 21, 2010	2.961	2.974	3.029
Jun 28, 2010	2.956	2.975	3.044
Jul 05, 2010	2.924	2.944	3.033
Jul 12, 2010	2.903	2.921	3.017
Jul 19, 2010	2.899	2.913	3.015
Jul 26, 2010	2.919	2.928	3.014
Aug 02, 2010	2.928	2.934	3.009
Aug 09, 2010	2.991	3	3.027
Aug 16, 2010	2.979	2.977	3.024
Aug 23, 2010	2.957	2.952	3.009
Aug 30, 2010	2.938	2.93	2.996
Sep 06, 2010	2.931	2.923	2.995
Sep 13, 2010	2.943	2.932	2.987
Sep 20, 2010	2.96	2.949	2.997
Sep 27, 2010	2.951	2.946	3.004
Oct 04, 2010	3	2.997	3.04
Oct 11, 2010	3.066	3.065	3.118
Oct 18, 2010	3.073	3.072	3.14
Oct 25, 2010	3.067	3.064	3.136
Nov 01, 2010	3.067	3.063	3.147
Nov 08, 2010	3.116	3.114	3.17
Nov 15, 2010	3.184	3.187	3.23
Nov 22, 2010	3.171	3.172	3.235
Nov 29, 2010	3.162	3.166	3.237
Dec 06, 2010	3.197	3.206	3.315
Dec 13, 2010	3.231	3.248	3.373
Dec 20, 2010	3.248	3.26	3.375
Dec 27, 2010	3.294	3.313	3.406

Jan 03, 2011	3.331	3.357	3.427
Jan 10, 2011	3.333	3.364	3.45
Jan 17, 2011	3.407	3.448	3.56
Jan 24, 2011	3.43	3.48	3.609
Jan 31, 2011	3.438	3.494	3.633
Feb 07, 2011	3.513	3.565	3.717
Feb 14, 2011	3.534	3.587	3.749
Feb 21, 2011	3.573	3.62	3.769
Feb 28, 2011	3.716	3.764	3.903
Mar 07, 2011	3.871	3.908	4.046
Mar 14, 2011	3.908	3.946	4.081
Mar 21, 2011	3.907	3.938	4.087
Mar 28, 2011	3.932	3.952	4.095
Apr 04, 2011	3.976	3.982	4.109
Apr 11, 2011	4.078	4.082	4.154
Apr 18, 2011	4.105	4.111	4.212
Apr 25, 2011	4.098	4.105	4.222
May 02, 2011	4.124	4.128	4.231
May 09, 2011	4.104	4.117	4.218
May 16, 2011	4.061	4.075	4.207
May 23, 2011	3.997	4.011	4.161
May 30, 2011	3.948	3.962	4.121
Jun 06, 2011	3.94	3.955	4.105
Jun 13, 2011	3.954	3.968	4.087
Jun 20, 2011	3.95	3.962	4.077
Jun 27, 2011	3.888	3.914	4.038
Jul 04, 2011	3.85	3.87	4.009
Jul 11, 2011	3.899	3.926	4.012
Jul 18, 2011	3.923	3.963	4.034
Jul 25, 2011	3.949	3.988	4.037
Aug 01, 2011	3.937	3.974	4.045
Aug 08, 2011	3.897	3.936	4.031
Aug 15, 2011	3.835	3.871	4.001
Aug 22, 2011	3.81	3.844	3.994
Aug 29, 2011	3.82	3.843	3.977
Sep 05, 2011	3.868	3.886	3.994
Sep 12, 2011	3.862	3.879	3.985
Sep 19, 2011	3.833	3.853	3.983
Sep 26, 2011	3.786	3.804	3.963
Oct 03, 2011	3.749	3.765	3.941
Oct 10, 2011	3.721	3.741	3.912
Oct 17, 2011	3.801	3.815	3.907
Oct 24, 2011	3.825	3.832	3.925
Oct 31, 2011	3.892	3.886	3.935
Nov 07, 2011	3.887	3.875	3.95
Nov 14, 2011	3.987	3.964	4.03
Nov 21, 2011	4.01	3.984	4.056
Nov 28, 2011	3.964	3.953	4.045
Dec 05, 2011	3.931	3.934	4.036
Dec 12, 2011	3.894	3.917	4.032
Dec 19, 2011	3.828	3.873	3.995
Dec 26, 2011	3.791	3.84	3.973

Jan 02, 2012	3.783	3.844	3.973
Jan 09, 2012	3.828	3.908	4.029
Jan 16, 2012	3.854	3.943	4.076
Jan 23, 2012	3.848	3.938	4.077
Jan 30, 2012	3.85	3.945	4.088
Feb 06, 2012	3.856	3.948	4.101
Feb 13, 2012	3.943	4.028	4.15
Feb 20, 2012	3.96	4.053	4.161
Feb 27, 2012	4.051	4.134	4.221
Mar 05, 2012	4.094	4.167	4.253
Mar 12, 2012	4.123	4.169	4.25
Mar 19, 2012	4.142	4.184	4.259
Mar 26, 2012	4.147	4.19	4.263
Apr 02, 2012	4.142	4.19	4.262
Apr 09, 2012	4.148	4.19	4.278
Apr 16, 2012	4.127	4.181	4.269
Apr 23, 2012	4.085	4.146	4.269
Apr 30, 2012	4.073	4.13	4.255
May 07, 2012	4.057	4.108	4.232
May 14, 2012	4.004	4.054	4.192
May 21, 2012	3.956	3.999	4.13
May 28, 2012	3.897	3.94	4.072
Jun 04, 2012	3.846	3.886	4.036
Jun 11, 2012	3.781	3.818	3.974
Jun 18, 2012	3.729	3.766	3.923
Jun 25, 2012	3.678	3.718	3.873
Jul 02, 2012	3.648	3.702	3.843
Jul 09, 2012	3.683	3.731	3.84
Jul 16, 2012	3.695	3.741	3.848
Jul 23, 2012	3.783	3.826	3.916
Jul 30, 2012	3.796	3.842	3.931
Aug 06, 2012	3.85	3.869	3.946
Aug 13, 2012	3.965	3.952	4.011
Aug 20, 2012	4.026	4.006	4.087
Aug 27, 2012	4.089	4.072	4.132
Sep 03, 2012	4.127	4.104	4.194
Sep 10, 2012	4.132	4.113	4.208
Sep 17, 2012	4.135	4.125	4.215
Sep 24, 2012	4.086	4.092	4.191
Oct 01, 2012	4.079	4.081	4.195
Oct 08, 2012	4.094	4.097	4.217
Oct 15, 2012	4.15	4.128	4.238
Oct 22, 2012	4.116	4.108	4.243
Oct 29, 2012	4.03	4.036	4.205
Nov 05, 2012	4.01	4.034	4.211
Nov 12, 2012	3.98	4.037	4.198
Nov 19, 2012	3.976	4.052	4.197
Nov 26, 2012	4.034	4.092	4.203
Dec 03, 2012	4.027	4.096	4.221
Dec 10, 2012	3.991	4.069	4.175
Dec 17, 2012	3.945	4.027	4.155
Dec 24, 2012	3.923	4.006	4.153

Dec 31, 2012	3.918	4.006	4.154
Jan 07, 2013	3.911	4.006	4.153
Jan 14, 2013	3.894	4.002	4.168
Jan 21, 2013	3.902	4	4.158
Jan 28, 2013	3.927	4.023	4.181
Feb 04, 2013	4.022	4.088	4.237
Feb 11, 2013	4.104	4.152	4.266
Feb 18, 2013	4.157	4.199	4.334
Feb 25, 2013	4.159	4.201	4.344
Mar 04, 2013	4.13	4.167	4.298
Mar 11, 2013	4.088	4.12	4.243
Mar 18, 2013	4.047	4.082	4.204
Mar 25, 2013	4.006	4.05	4.171
Apr 01, 2013	3.993	4.025	4.148
Apr 08, 2013	3.977	4.009	4.134
Apr 15, 2013	3.942	3.977	4.105
Apr 22, 2013	3.887	3.924	4.027
Apr 29, 2013	3.851	3.886	3.993
May 06, 2013	3.845	3.863	3.986
May 13, 2013	3.866	3.865	3.995
May 20, 2013	3.89	3.871	3.991
May 27, 2013	3.88	3.864	3.991
Jun 03, 2013	3.869	3.855	3.984
Jun 10, 2013	3.849	3.839	3.978
Jun 17, 2013	3.841	3.835	3.98
Jun 24, 2013	3.838	3.836	3.984
Jul 01, 2013	3.817	3.817	3.971
Jul 08, 2013	3.828	3.831	3.965
Jul 15, 2013	3.867	3.876	4.005
Jul 22, 2013	3.903	3.919	4.047
Jul 29, 2013	3.915	3.931	4.061
Aug 05, 2013	3.909	3.919	4.056
Aug 12, 2013	3.896	3.908	4.045
Aug 19, 2013	3.9	3.912	4.036
Aug 26, 2013	3.913	3.925	4.044
Sep 02, 2013	3.981	3.993	4.087
Sep 09, 2013	3.981	3.988	4.091
Sep 16, 2013	3.974	3.979	4.088
Sep 23, 2013	3.949	3.956	4.071
Sep 30, 2013	3.919	3.931	4.046
Oct 07, 2013	3.897	3.908	4.04
Oct 14, 2013	3.886	3.904	4.032
Oct 21, 2013	3.886	3.905	4.032
Oct 28, 2013	3.87	3.889	4.02
Nov 04, 2013	3.857	3.878	4.008
Nov 11, 2013	3.832	3.855	3.991
Nov 18, 2013	3.822	3.841	3.981
Nov 25, 2013	3.844	3.87	4.003
Dec 02, 2013	3.883	3.906	4.04
Dec 09, 2013	3.879	3.912	4.066
Dec 16, 2013	3.871	3.915	4.064
Dec 23, 2013	3.873	3.919	4.069

Dec 30, 2013	3.903	3.943	4.111
Jan 06, 2014	3.91	3.95	4.115
Jan 13, 2014	3.886	3.94	4.107
Jan 20, 2014	3.873	3.946	4.118
Jan 27, 2014	3.904	3.996	4.171
Feb 03, 2014	3.951	4.07	4.305
Feb 10, 2014	3.977	4.116	4.369
Feb 17, 2014	3.989	4.129	4.373
Feb 24, 2014	4.017	4.148	4.386
Mar 03, 2014	4.016	4.155	4.389
Mar 10, 2014	4.021	4.158	4.362
Mar 17, 2014	4.003	4.138	4.313
Mar 24, 2014	3.988	4.115	4.279
Mar 31, 2014	3.975	4.094	4.255
Apr 07, 2014	3.959	4.075	4.24
Apr 14, 2014	3.952	4.068	4.22
Apr 21, 2014	3.971	4.07	4.212
Apr 28, 2014	3.975	4.065	4.208
May 05, 2014	3.964	4.055	4.181
May 12, 2014	3.948	4.041	4.157
May 19, 2014	3.934	4.027	4.139
May 26, 2014	3.925	4.022	4.13
Jun 02, 2014	3.918	4.013	4.124
Jun 09, 2014	3.892	3.983	4.092
Jun 16, 2014	3.882	3.961	4.088
Jun 23, 2014	3.919	3.985	4.102
Jun 30, 2014	3.92	3.983	4.107
Jul 07, 2014	3.913	3.978	4.098
Jul 14, 2014	3.894	3.961	4.078
Jul 21, 2014	3.869	3.928	4.052
Jul 28, 2014	3.858	3.91	4.044
Aug 04, 2014	3.853	3.906	4.019
Aug 11, 2014	3.843	3.887	3.982
Aug 18, 2014	3.835	3.875	3.971
Aug 25, 2014	3.821	3.855	3.955
Sep 01, 2014	3.814	3.842	3.944
Sep 08, 2014	3.814	3.844	3.933
Sep 15, 2014	3.801	3.825	3.911
Sep 22, 2014	3.778	3.804	3.886
Sep 29, 2014	3.755	3.778	3.88
Oct 06, 2014	3.733	3.755	3.848
Oct 13, 2014	3.698	3.714	3.815
Oct 20, 2014	3.656	3.665	3.751
Oct 27, 2014	3.635	3.627	3.724
Nov 03, 2014	3.623	3.597	3.687
Nov 10, 2014	3.677	3.568	3.659
Nov 17, 2014	3.661	3.542	3.633
Nov 24, 2014	3.628	3.52	3.605
Dec 01, 2014	3.605	3.509	3.587
Dec 08, 2014	3.535	3.46	3.525
Dec 15, 2014	3.419	3.385	3.467
Dec 22, 2014	3.281	3.31	3.425

Dec 29, 2014	3.213	3.257	3.365
Jan 05, 2015	3.137	3.204	3.287
Jan 12, 2015	3.053	3.134	3.195
Jan 19, 2015	2.933	3.018	3.072
Jan 26, 2015	2.866	2.967	3.018
Feb 02, 2015	2.831	2.932	3.028
Feb 09, 2015	2.835	2.93	3.039
Feb 16, 2015	2.865	2.96	3.084
Feb 23, 2015	2.9	3.005	3.173
Mar 02, 2015	2.936	3.083	3.291
Mar 09, 2015	2.944	3.105	3.332
Mar 16, 2015	2.917	3.082	3.27
Mar 23, 2015	2.864	3.027	3.2
Mar 30, 2015	2.824	2.992	3.164
Apr 06, 2015	2.784	2.95	3.114
Apr 13, 2015	2.754	2.916	3.076
Apr 20, 2015	2.78	2.926	3.049
Apr 27, 2015	2.811	2.949	3.057
May 04, 2015	2.854	2.978	3.066
May 11, 2015	2.878	2.997	3.091
May 18, 2015	2.904	3.007	3.093
May 25, 2015	2.914	3.014	3.101
Jun 01, 2015	2.909	3.001	3.092
Jun 08, 2015	2.884	2.98	3.076
Jun 15, 2015	2.87	2.968	3.073
Jun 22, 2015	2.859	2.959	3.085
Jun 29, 2015	2.843	2.954	3.071
Jul 06, 2015	2.832	2.938	3.06
Jul 13, 2015	2.814	2.915	3.029
Jul 20, 2015	2.782	2.873	2.996
Jul 27, 2015	2.723	2.809	2.932
Aug 03, 2015	2.668	2.769	2.895
Aug 10, 2015	2.617	2.713	2.847
Aug 17, 2015	2.615	2.696	2.803
Aug 24, 2015	2.561	2.647	2.739
Aug 31, 2015	2.514	2.59	2.673
Sep 07, 2015	2.534	2.594	2.663
Sep 14, 2015	2.517	2.575	2.653
Sep 21, 2015	2.493	2.548	2.613
Sep 28, 2015	2.476	2.534	2.59
Oct 05, 2015	2.492	2.524	2.576
Oct 12, 2015	2.556	2.554	2.578
Oct 19, 2015	2.531	2.524	2.562
Oct 26, 2015	2.498	2.499	2.553
Nov 02, 2015	2.485	2.492	2.546
Nov 09, 2015	2.502	2.513	2.549
Nov 16, 2015	2.482	2.499	2.544
Nov 23, 2015	2.445	2.469	2.524
Nov 30, 2015	2.421	2.455	2.527
Dec 07, 2015	2.379	2.413	2.515
Dec 14, 2015	2.338	2.372	2.453
Dec 21, 2015	2.284	2.318	2.397

Dec 28, 2015	2.237	2.279	2.365
Jan 04, 2016	2.211	2.26	2.344
Jan 11, 2016	2.177	2.229	2.335
Jan 18, 2016	2.112	2.174	2.277
Jan 25, 2016	2.071	2.14	2.24
Feb 01, 2016	2.031	2.111	2.219
Feb 08, 2016	2.008	2.087	2.201
Feb 15, 2016	1.98	2.069	2.183
Feb 22, 2016	1.983	2.059	2.16
Feb 29, 2016	1.989	2.054	2.154
Mar 07, 2016	2.021	2.077	2.147
Mar 14, 2016	2.099	2.153	2.204
Mar 21, 2016	2.119	2.172	2.228
Mar 28, 2016	2.121	2.179	2.241
Apr 04, 2016	2.115	2.179	2.243
Apr 11, 2016	2.128	2.187	2.237
Apr 18, 2016	2.165	2.22	2.287
Apr 25, 2016	2.198	2.244	2.291
May 02, 2016	2.266	2.306	2.334
May 09, 2016	2.271	2.309	2.339
May 16, 2016	2.297	2.321	2.348
May 23, 2016	2.357	2.379	2.411
May 30, 2016	2.382	2.405	2.442
Jun 06, 2016	2.407	2.436	2.471
Jun 13, 2016	2.431	2.449	2.492
Jun 20, 2016	2.426	2.443	2.494
Jun 27, 2016	2.426	2.442	2.491
Jul 04, 2016	2.423	2.438	2.482
Jul 11, 2016	2.414	2.424	2.469
Jul 18, 2016	2.402	2.411	2.446
Jul 25, 2016	2.379	2.387	2.434
Aug 01, 2016	2.348	2.354	2.396
Aug 08, 2016	2.316	2.321	2.378
Aug 15, 2016	2.31	2.314	2.368
Aug 22, 2016	2.37	2.367	2.391
Aug 29, 2016	2.409	2.41	2.423
Sep 05, 2016	2.407	2.408	2.42
Sep 12, 2016	2.399	2.399	2.41
Sep 19, 2016	2.389	2.391	2.405
Sep 26, 2016	2.382	2.393	2.398
Oct 03, 2016	2.389	2.398	2.414
Oct 10, 2016	2.445	2.441	2.453
Oct 17, 2016	2.481	2.472	2.477
Oct 24, 2016	2.478	2.468	2.485
Oct 31, 2016	2.479	2.475	2.502
Nov 07, 2016	2.47	2.474	2.502
Nov 14, 2016	2.443	2.453	2.482
Nov 21, 2016	2.421	2.442	2.471
Nov 28, 2016	2.42	2.446	2.472
Dec 05, 2016	2.48	2.499	2.526
Dec 12, 2016	2.493	2.52	2.547
Dec 19, 2016	2.527	2.559	2.587

Dec 26, 2016	2.54	2.573	2.611
Jan 02, 2017	2.586	2.627	2.665
Jan 09, 2017	2.597	2.648	2.677
Jan 16, 2017	2.585	2.636	2.675
Jan 23, 2017	2.569	2.627	2.676
Jan 30, 2017	2.562	2.622	2.662
Feb 06, 2017	2.558	2.618	2.661
Feb 13, 2017	2.565	2.626	2.668
Feb 20, 2017	2.572	2.628	2.658
Feb 27, 2017	2.577	2.635	2.658
Mar 06, 2017	2.579	2.633	2.646
Mar 13, 2017	2.564	2.617	2.628
Mar 20, 2017	2.539	2.6	2.622
Mar 27, 2017	2.532	2.586	2.593
Apr 03, 2017	2.556	2.605	2.63
Apr 10, 2017	2.582	2.62	2.639
Apr 17, 2017	2.597	2.631	2.638
Apr 24, 2017	2.595	2.632	2.65
May 01, 2017	2.583	2.624	2.653
May 08, 2017	2.565	2.612	2.642
May 15, 2017	2.544	2.595	2.626
May 22, 2017	2.539	2.588	2.626
May 29, 2017	2.571	2.608	2.622
Jun 05, 2017	2.564	2.599	2.624
Jun 12, 2017	2.524	2.569	2.614
Jun 19, 2017	2.489	2.539	2.59
Jun 26, 2017	2.465	2.516	2.577
Jul 03, 2017	2.472	2.522	2.578
Jul 10, 2017	2.481	2.523	2.578
Jul 17, 2017	2.491	2.532	2.573
Jul 24, 2017	2.507	2.546	2.574
Jul 31, 2017	2.531	2.566	2.59
Aug 07, 2017	2.581	2.613	2.618
Aug 14, 2017	2.598	2.624	2.625
Aug 21, 2017	2.596	2.617	2.616
Aug 28, 2017	2.605	2.623	2.618
Sep 04, 2017	2.758	2.785	2.723
Sep 11, 2017	2.802	2.829	2.761
Sep 18, 2017	2.791	2.814	2.765
Sep 25, 2017	2.788	2.811	2.762
Oct 02, 2017	2.792	2.819	2.767
Oct 09, 2017	2.776	2.793	2.751
Oct 16, 2017	2.787	2.797	2.747
Oct 23, 2017	2.797	2.797	2.752
Oct 30, 2017	2.819	2.811	2.77
Nov 06, 2017	2.882	2.848	2.812
Nov 13, 2017	2.915	2.884	2.85
Nov 20, 2017	2.912	2.896	2.862
Nov 27, 2017	2.926	2.907	2.881
Dec 04, 2017	2.922	2.904	2.897
Dec 11, 2017	2.91	2.901	2.9
Dec 18, 2017	2.901	2.897	2.924

Dec 25, 2017	2.903	2.904	2.943
Jan 01, 2018	2.973	2.98	3.01
Jan 08, 2018	2.996	3.025	3.077
Jan 15, 2018	3.028	3.063	3.114
Jan 22, 2018	3.025	3.078	3.136
Jan 29, 2018	3.07	3.112	3.16
Feb 05, 2018	3.086	3.133	3.188
Feb 12, 2018	3.063	3.111	3.154
Feb 19, 2018	3.027	3.082	3.129
Feb 26, 2018	3.007	3.057	3.127
Mar 05, 2018	2.992	3.046	3.126
Mar 12, 2018	2.976	3.024	3.107
Mar 19, 2018	2.972	3.009	3.101
Mar 26, 2018	3.01	3.038	3.115
Apr 02, 2018	3.042	3.066	3.117
Apr 09, 2018	3.043	3.066	3.116
Apr 16, 2018	3.104	3.116	3.149
Apr 23, 2018	3.133	3.142	3.171
Apr 30, 2018	3.157	3.162	3.203
May 07, 2018	3.171	3.178	3.215
May 14, 2018	3.239	3.236	3.251
May 21, 2018	3.277	3.271	3.282
May 28, 2018	3.288	3.287	3.307
Jun 04, 2018	3.285	3.282	3.302
Jun 11, 2018	3.266	3.264	3.292
Jun 18, 2018	3.244	3.24	3.29
Jun 25, 2018	3.216	3.215	3.281
Jul 02, 2018	3.236	3.226	3.282
Jul 09, 2018	3.243	3.238	3.279
Jul 16, 2018	3.239	3.236	3.283
Jul 23, 2018	3.22	3.217	3.269
Jul 30, 2018	3.226	3.223	3.274
Aug 06, 2018	3.223	3.222	3.271
Aug 13, 2018	3.217	3.219	3.265
Aug 20, 2018	3.207	3.207	3.261
Aug 27, 2018	3.226	3.219	3.267
Sep 03, 2018	3.252	3.235	3.27
Sep 10, 2018	3.258	3.246	3.255
Sep 17, 2018	3.268	3.252	3.267
Sep 24, 2018	3.271	3.254	3.27
Oct 01, 2018	3.313	3.292	3.305
Oct 08, 2018	3.385	3.36	3.344
Oct 15, 2018	3.394	3.382	3.361
Oct 22, 2018	3.38	3.369	3.368
Oct 29, 2018	3.355	3.346	3.365
Nov 05, 2018	3.338	3.329	3.362
Nov 12, 2018	3.317	3.314	3.356
Nov 19, 2018	3.282	3.295	3.347
Nov 26, 2018	3.261	3.277	3.344
Dec 03, 2018	3.207	3.229	3.31
Dec 10, 2018	3.161	3.194	3.295
Dec 17, 2018	3.121	3.165	3.276

Dec 24, 2018	3.077	3.132	3.237
Dec 31, 2018	3.048	3.11	3.234
Jan 07, 2019	3.013	3.069	3.216
Jan 14, 2019	2.976	3.049	3.208
Jan 21, 2019	2.965	3.037	3.191
Jan 28, 2019	2.965	3.05	3.188
Feb 04, 2019	2.966	3.038	3.176
Feb 11, 2019	2.966	3.031	3.161
Feb 18, 2019	3.006	3.073	3.165
Feb 25, 2019	3.048	3.094	3.171
Mar 04, 2019	3.076	3.119	3.177
Mar 11, 2019	3.079	3.123	3.183
Mar 18, 2019	3.07	3.124	3.2
Mar 25, 2019	3.08	3.132	3.214
Apr 01, 2019	3.078	3.127	3.196
Apr 08, 2019	3.093	3.137	3.193
Apr 15, 2019	3.118	3.153	3.205
Apr 22, 2019	3.147	3.174	3.217
Apr 29, 2019	3.169	3.194	3.236
May 06, 2019	3.171	3.19	3.245
May 13, 2019	3.16	3.176	3.238
May 20, 2019	3.163	3.176	3.238
May 27, 2019	3.151	3.164	3.225
Jun 03, 2019	3.136	3.153	3.219
Jun 10, 2019	3.105	3.125	3.185
Jun 17, 2019	3.07	3.099	3.153
Jun 24, 2019	3.043	3.079	3.136
Jul 01, 2019	3.042	3.08	3.135
Jul 08, 2019	3.055	3.081	3.134
Jul 15, 2019	3.051	3.08	3.131
Jul 22, 2019	3.044	3.072	3.122
Jul 29, 2019	3.034	3.059	3.106
Aug 05, 2019	3.032	3.055	3.107
Aug 12, 2019	3.011	3.034	3.073
Aug 19, 2019	2.994	3.019	3.048
Aug 26, 2019	2.983	3.003	3.031
Sep 02, 2019	2.976	3	3.027
Sep 09, 2019	2.971	2.992	3.022
Sep 16, 2019	2.987	2.998	3.013
Sep 23, 2019	3.081	3.083	3.07
Sep 30, 2019	3.066	3.065	3.056
Oct 07, 2019	3.047	3.041	3.047
Oct 14, 2019	3.051	3.044	3.042
Oct 21, 2019	3.05	3.045	3.045
Oct 28, 2019	3.064	3.056	3.028
Nov 04, 2019	3.062	3.041	3.034
Nov 11, 2019	3.073	3.05	3.042
Nov 18, 2019	3.074	3.053	3.049
Nov 25, 2019	3.066	3.054	3.063
Dec 02, 2019	3.07	3.059	3.078
Dec 09, 2019	3.049	3.05	3.085
Dec 16, 2019	3.046	3.053	3.083

Dec 23, 2019	3.041	3.052	3.098
Dec 30, 2019	3.069	3.096	3.114
Jan 06, 2020	3.079	3.12	3.127
Jan 13, 2020	3.064	3.111	3.131
Jan 20, 2020	3.037	3.075	3.132
Jan 27, 2020	3.01	3.047	3.119
Feb 03, 2020	2.956	3.003	3.105
Feb 10, 2020	2.91	2.962	3.075
Feb 17, 2020	2.89	2.94	3.07
Feb 24, 2020	2.882	2.931	3.061
Mar 02, 2020	2.851	2.898	3.023
Mar 09, 2020	2.814	2.86	2.99
Mar 16, 2020	2.733	2.789	2.918
Mar 23, 2020	2.659	2.724	2.849
Mar 30, 2020	2.586	2.671	2.793
Apr 06, 2020	2.548	2.634	2.745
Apr 13, 2020	2.507	2.599	2.715
Apr 20, 2020	2.48	2.576	2.709
Apr 27, 2020	2.437	2.545	2.677
May 04, 2020	2.399	2.51	2.652
May 11, 2020	2.394	2.498	2.63
May 18, 2020	2.386	2.491	2.62
May 25, 2020	2.39	2.498	2.624
Jun 01, 2020	2.386	2.492	2.615
Jun 08, 2020	2.396	2.501	2.629
Jun 15, 2020	2.403	2.501	2.628
Jun 22, 2020	2.425	2.515	2.631
Jun 29, 2020	2.43	2.524	2.648
Jul 06, 2020	2.437	2.527	2.652
Jul 13, 2020	2.438	2.531	2.65
Jul 20, 2020	2.433	2.52	2.626
Jul 27, 2020	2.427	2.519	2.632
Aug 03, 2020	2.424	2.517	2.631
Aug 10, 2020	2.428	2.514	2.633
Aug 17, 2020	2.427	2.508	2.627
Aug 24, 2020	2.426	2.506	2.62
Aug 31, 2020	2.441	2.519	2.622
Sep 07, 2020	2.435	2.511	2.612
Sep 14, 2020	2.422	2.499	2.605
Sep 21, 2020	2.404	2.486	2.601
Sep 28, 2020	2.394	2.473	2.592
Oct 05, 2020	2.387	2.473	2.577
Oct 12, 2020	2.395	2.473	2.578
Oct 19, 2020	2.388	2.465	2.575
Oct 26, 2020	2.385	2.461	2.574
Nov 02, 2020	2.372	2.444	2.556
Nov 09, 2020	2.383	2.45	2.554
Nov 16, 2020	2.441	2.487	2.552
Nov 23, 2020	2.462	2.506	2.558
Nov 30, 2020	2.502	2.54	2.575
Dec 07, 2020	2.526	2.573	2.587
Dec 14, 2020	2.559	2.603	2.607

Dec 21, 2020	2.619	2.652	2.634
Dec 28, 2020	2.635	2.659	2.652
Jan 04, 2021	2.64	2.667	2.665
Jan 11, 2021	2.67	2.719	2.7
Jan 18, 2021	2.696	2.747	2.764
Jan 25, 2021	2.716	2.763	2.781
Feb 01, 2021	2.738	2.791	2.796
Feb 08, 2021	2.801	2.845	2.84
Feb 15, 2021	2.876	2.898	2.888
Feb 22, 2021	2.973	3.001	2.962
Mar 01, 2021	3.072	3.083	3.014
Mar 08, 2021	3.143	3.116	3.053
Mar 15, 2021	3.191	3.148	3.082
Mar 22, 2021	3.194	3.152	3.099
Mar 29, 2021	3.161	3.13	3.091
Apr 05, 2021	3.144	3.114	3.076
Apr 12, 2021	3.129	3.1	3.071
Apr 19, 2021	3.124	3.096	3.071
Apr 26, 2021	3.124	3.093	3.08
May 03, 2021	3.142	3.113	3.084
May 10, 2021	3.186	3.16	3.115
May 17, 2021	3.249	3.228	3.152
May 24, 2021	3.253	3.235	3.15
May 31, 2021	3.255	3.239	3.165
Jun 07, 2021	3.274	3.259	3.183
Jun 14, 2021	3.286	3.275	3.203
Jun 21, 2021	3.287	3.275	3.213
Jun 28, 2021	3.3	3.29	3.238
Jul 05, 2021	3.331	3.306	3.242
Jul 12, 2021	3.338	3.312	3.245
Jul 19, 2021	3.344	3.312	3.251
Jul 26, 2021	3.342	3.311	3.252
Aug 02, 2021	3.367	3.332	3.255
Aug 09, 2021	3.364	3.328	3.262
Aug 16, 2021	3.356	3.316	3.271
Aug 23, 2021	3.324	3.297	3.26
Aug 30, 2021	3.339	3.306	3.271
Sep 06, 2021	3.373	3.332	3.285
Sep 13, 2021	3.372	3.337	3.288
Sep 20, 2021	3.385	3.352	3.3
Sep 27, 2021	3.406	3.371	3.299
Oct 04, 2021	3.477	3.436	3.335
Oct 11, 2021	3.586	3.562	3.459
Oct 18, 2021	3.671	3.655	3.555
Oct 25, 2021	3.713	3.704	3.626
Nov 01, 2021	3.727	3.717	3.651
Nov 08, 2021	3.73	3.712	3.656
Nov 15, 2021	3.734	3.707	3.657
Nov 22, 2021	3.724	3.69	3.666
Nov 29, 2021	3.72	3.684	3.666
Dec 06, 2021	3.674	3.658	3.654
Dec 13, 2021	3.649	3.633	3.643

Dec 20, 2021	3.626	3.611	3.633
Dec 27, 2021	3.615	3.602	3.623
Jan 03, 2022	3.613	3.604	3.622
Jan 10, 2022	3.657	3.645	3.627
Jan 17, 2022	3.725	3.719	3.698
Jan 24, 2022	3.78	3.781	3.777
Jan 31, 2022	3.846	3.852	3.833
Feb 07, 2022	3.951	3.971	3.947
Feb 14, 2022	4.019	4.063	4.007
Feb 21, 2022	4.055	4.112	4.076
Feb 28, 2022	4.104	4.161	4.158
Mar 07, 2022	4.849	4.97	4.815
Mar 14, 2022	5.25	5.334	5.231
Mar 21, 2022	5.134	5.179	5.125
Mar 28, 2022	5.185	5.249	5.309
Apr 04, 2022	5.144	5.206	5.283
Apr 11, 2022	5.073	5.128	5.181
Apr 18, 2022	5.101	5.151	5.177
Apr 25, 2022	5.16	5.209	5.24
May 02, 2022	5.509	5.701	6.101

EMD_EPD2D_PTE_R1Y _DPG Weekly Central Atlantic (PADD 1B) No 2 Diesel Retail Prices (Dollars per Gallon)	EMD_EPD2D_PTE_R1Z _DPG Weekly Lower Atlantic (PADD 1C) No 2 Diesel Retail Prices (Dollars per Gallon)	EMD_EPD2D_PTE_R20 _DPG Weekly Midwest No 2 Diesel Retail Prices (Dollars per Gallon)	EMD_EPD2D_PTE_R30 _DPG Weekly Gulf Coast No 2 Diesel Retail Prices (Dollars per Gallon)
		1.087	1.065
		1.089	1.064
		1.087	1.069
		1.09	1.066
		1.086	1.058
		1.085	1.062
		1.085	1.06
		1.08	1.055
		1.08	1.054
		1.081	1.05
		1.082	1.05
		1.083	1.056
		1.081	1.058
		1.086	1.061
		1.092	1.073
		1.094	1.074
		1.094	1.078
		1.094	1.078
		1.094	1.078
		1.102	1.082
		1.116	1.098
		1.116	1.099
		1.109	1.094
		1.108	1.088
		1.107	1.088
		1.107	1.097
		1.103	1.088
		1.092	1.084
		1.089	1.08
		1.091	1.074
		1.091	1.077
		1.094	1.081
		1.107	1.093
		1.104	1.095
		1.107	1.095
		1.099	1.091
		1.095	1.086
		1.095	1.082
		1.085	1.076
		1.082	1.071
		1.084	1.065
		1.081	1.063
		1.078	1.065
		1.077	1.06

1.069	1.056
1.065	1.051
1.062	1.05
1.065	1.05
1.065	1.05
1.069	1.05
1.067	1.051
1.069	1.046
1.065	1.043
1.069	1.042
1.076	1.053
1.083	1.063
1.085	1.07
1.093	1.078
1.094	1.08
1.103	1.087
1.1	1.086
1.097	1.087
1.107	1.087
1.1	1.084
1.099	1.084
1.094	1.078
1.09	1.071
1.081	1.067
1.077	1.063
1.073	1.058
1.077	1.056
1.067	1.055
1.077	1.056
1.089	1.062
1.086	1.064
1.089	1.071
1.093	1.079
1.1	1.084
1.104	1.085
1.099	1.086
1.093	1.08
1.091	1.077
1.092	1.071
1.086	1.069
1.08	1.063
1.096	1.069
1.095	1.073
1.096	1.075
1.105	1.074
1.104	1.076
1.104	1.076
1.108	1.088
1.123	1.099
1.125	1.106
1.12	1.107
1.126	1.117

1.116	1.106
1.11	1.094
1.104	1.088
1.111	1.093
1.13	1.115
1.148	1.125
1.165	1.135
1.163	1.142
1.16	1.139
1.198	1.186
1.208	1.196
1.236	1.218
1.301	1.265
1.287	1.258
1.26	1.214
1.267	1.216
1.262	1.204
1.248	1.2
1.226	1.184
1.208	1.18
1.176	1.158
1.154	1.133
1.142	1.117
1.135	1.109
1.14	1.113
1.15	1.122
1.161	1.129
1.156	1.13
1.168	1.128
1.176	1.138
1.193	1.156
1.207	1.173
1.22	1.179
1.237	1.197
1.26	1.228
1.26	1.228
1.27	1.243
1.291	1.273
1.309	1.294
1.312	1.291
1.316	1.292
1.309	1.286
1.303	1.277
1.32	1.277
1.323	1.283
1.321	1.281
1.317	1.279
1.298	1.271
1.28	1.264
1.274	1.261
1.266	1.255
1.274	1.261

		1.27	1.259
		1.259	1.245
		1.269	1.237
		1.262	1.235
		1.253	1.225
		1.244	1.222
		1.226	1.202
		1.205	1.175
		1.193	1.166
		1.196	1.163
		1.202	1.172
		1.188	1.167
		1.192	1.16
		1.188	1.157
		1.185	1.152
		1.188	1.152
		1.183	1.148
		1.185	1.157
		1.198	1.166
		1.187	1.162
		1.184	1.158
		1.167	1.141
		1.154	1.134
		1.144	1.129
		1.15	1.135
		1.141	1.126
		1.137	1.123
		1.137	1.12
		1.145	1.13
		1.152	1.144
		1.149	1.141
		1.144	1.141
		1.141	1.132
		1.134	1.135
		1.125	1.124
		1.126	1.125
		1.135	1.133
		1.154	1.148
		1.162	1.161
		1.164	1.161
		1.162	1.157
		1.162	1.162
		1.164	1.161
		1.17	1.165
		1.171	1.158
		1.166	1.16
		1.151	1.151
		1.136	1.133
		1.127	1.132
		1.12	1.129
		1.114	1.125
		1.091	1.112
1.254	1.148		
1.254	1.14		
1.249	1.135		
1.232	1.124		
1.231	1.115		
1.225	1.11		
1.224	1.121		
1.219	1.115		
1.218	1.112		
1.216	1.112		
1.229	1.12		
1.238	1.133		
1.234	1.13		
1.231	1.134		
1.222	1.124		
1.221	1.12		
1.216	1.115		
1.215	1.116		
1.22	1.121		
1.261	1.137		
1.273	1.147		
1.267	1.146		
1.266	1.144		
1.269	1.14		
1.267	1.14		
1.27	1.143		
1.269	1.142		
1.262	1.138		
1.248	1.124		
1.242	1.112		
1.238	1.11		
1.237	1.108		
1.236	1.103		
1.218	1.084		

1.202	1.078	1.076	1.091
1.195	1.074	1.062	1.079
1.193	1.072	1.06	1.073
1.186	1.065	1.058	1.068
1.178	1.06	1.059	1.062
1.171	1.057	1.063	1.055
1.164	1.05	1.062	1.048
1.157	1.047	1.052	1.043
1.15	1.031	1.043	1.039
1.137	1.025	1.033	1.031
1.155	1.041	1.054	1.042
1.15	1.039	1.048	1.047
1.146	1.038	1.047	1.039
1.143	1.034	1.046	1.045
1.148	1.037	1.053	1.048
1.145	1.037	1.052	1.043
1.151	1.043	1.054	1.053
1.148	1.039	1.048	1.043
1.146	1.03	1.038	1.037
1.141	1.022	1.033	1.03
1.133	1.016	1.028	1.019
1.128	1.009	1.022	1.014
1.12	1.003	1.012	1.01
1.119	1.004	1.014	1.013
1.12	1.009	1.018	1.013
1.118	1.003	1.012	1.009
1.116	0.998	1.009	1.004
1.105	0.987	0.998	1
1.102	0.983	0.992	0.997
1.093	0.975	0.986	0.988
1.088	0.967	0.984	0.982
1.086	0.957	0.981	0.984
1.075	0.957	0.98	0.975
1.078	0.967	0.991	0.983
1.09	0.979	1.003	0.99
1.096	0.992	1.016	1.004
1.111	1.002	1.024	1.016
1.117	1.003	1.024	1.018
1.115	1.004	1.023	1.021
1.108	1.001	1.017	1.016
1.109	1.002	1.017	1.012
1.114	0.999	1.016	1.008
1.111	0.998	1.015	1.012
1.106	0.985	1.008	1
1.095	0.972	0.994	0.984
1.09	0.964	0.983	0.979
1.071	0.951	0.962	0.958
1.071	0.931	0.949	0.945
1.065	0.929	0.946	0.939
1.063	0.931	0.941	0.938
1.061	0.929	0.937	0.94
1.067	0.928	0.947	0.941

1.073	0.93	0.949	0.944
1.066	0.927	0.944	0.935
1.054	0.925	0.944	0.935
1.052	0.922	0.943	0.939
1.047	0.919	0.94	0.933
1.047	0.916	0.93	0.928
1.049	0.922	0.935	0.929
1.051	0.927	0.943	0.929
1.077	0.954	0.974	0.967
1.088	0.969	0.995	0.985
1.107	0.986	1.02	1.008
1.121	1.01	1.043	1.036
1.131	1.016	1.05	1.046
1.134	1.017	1.046	1.045
1.136	1.019	1.047	1.045
1.136	1.02	1.051	1.043
1.14	1.026	1.059	1.044
1.14	1.019	1.048	1.039
1.134	1.009	1.04	1.027
1.129	1.009	1.038	1.027
1.121	1.002	1.027	1.018
1.122	1.007	1.033	1.023
1.135	1.021	1.052	1.031
1.138	1.025	1.059	1.038
1.159	1.044	1.071	1.057
1.174	1.056	1.083	1.073
1.19	1.075	1.104	1.097
1.198	1.08	1.105	1.101
1.197	1.09	1.117	1.111
1.208	1.094	1.122	1.113
1.215	1.114	1.153	1.139
1.225	1.129	1.164	1.142
1.232	1.142	1.174	1.154
1.238	1.145	1.182	1.163
1.251	1.163	1.196	1.176
1.275	1.178	1.22	1.193
1.284	1.178	1.218	1.19
1.295	1.187	1.228	1.197
1.29	1.176	1.217	1.193
1.287	1.171	1.216	1.184
1.288	1.175	1.219	1.187
1.295	1.173	1.22	1.188
1.297	1.172	1.225	1.186
1.32	1.202	1.257	1.214
1.356	1.232	1.292	1.242
1.369	1.252	1.307	1.262
1.367	1.244	1.291	1.256
1.37	1.236	1.282	1.255
1.369	1.235	1.277	1.258
1.373	1.248	1.296	1.257
1.375	1.265	1.301	1.274
1.384	1.26	1.294	1.276

1.385	1.269	1.286	1.276
1.694	1.394	1.369	1.382
1.847	1.405	1.37	1.395
1.961	1.437	1.406	1.397
1.819	1.425	1.418	1.389
1.653	1.443	1.439	1.393
1.616	1.438	1.454	1.397
1.601	1.462	1.484	1.434
1.593	1.463	1.482	1.446
1.574	1.441	1.46	1.421
1.525	1.411	1.426	1.401
1.502	1.403	1.426	1.387
1.485	1.379	1.406	1.365
1.483	1.359	1.382	1.354
1.514	1.381	1.44	1.371
1.503	1.371	1.423	1.368
1.497	1.355	1.4	1.351
1.507	1.368	1.422	1.361
1.54	1.388	1.442	1.38
1.532	1.387	1.441	1.383
1.523	1.374	1.424	1.368
1.516	1.37	1.41	1.359
1.514	1.38	1.435	1.367
1.519	1.388	1.442	1.379
1.533	1.416	1.453	1.404
1.538	1.407	1.442	1.402
1.528	1.4	1.422	1.389
1.515	1.393	1.407	1.38
1.498	1.375	1.378	1.375
1.506	1.379	1.382	1.374
1.535	1.419	1.423	1.412
1.546	1.445	1.441	1.433
1.605	1.501	1.498	1.494
1.656	1.56	1.58	1.56
1.671	1.579	1.602	1.574
1.713	1.601	1.629	1.602
1.719	1.6	1.629	1.606
1.683	1.567	1.589	1.57
1.665	1.56	1.572	1.551
1.721	1.61	1.643	1.612
1.705	1.588	1.611	1.598
1.7	1.566	1.59	1.57
1.68	1.557	1.57	1.548
1.676	1.557	1.561	1.554
1.729	1.602	1.582	1.589
1.753	1.622	1.606	1.603
1.742	1.592	1.577	1.57
1.719	1.541	1.519	1.515
1.695	1.492	1.493	1.471
1.665	1.465	1.47	1.428
1.669	1.476	1.486	1.43
1.657	1.483	1.494	1.437

1.651	1.498	1.487	1.445
1.651	1.53	1.515	1.474
1.643	1.546	1.524	1.5
1.629	1.516	1.502	1.472
1.616	1.506	1.506	1.472
1.569	1.459	1.46	1.428
1.541	1.428	1.428	1.392
1.508	1.379	1.394	1.367
1.5	1.374	1.381	1.347
1.486	1.352	1.367	1.329
1.478	1.331	1.356	1.314
1.497	1.351	1.366	1.32
1.5	1.36	1.371	1.328
1.544	1.394	1.424	1.367
1.55	1.403	1.424	1.385
1.531	1.397	1.423	1.39
1.52	1.4	1.489	1.393
1.512	1.405	1.535	1.41
1.522	1.401	1.535	1.423
1.539	1.421	1.588	1.453
1.532	1.402	1.561	1.45
1.521	1.385	1.511	1.434
1.528	1.403	1.482	1.44
1.513	1.382	1.424	1.409
1.48	1.356	1.371	1.377
1.473	1.337	1.365	1.362
1.457	1.332	1.359	1.35
1.436	1.309	1.321	1.32
1.429	1.311	1.332	1.314
1.426	1.307	1.337	1.306
1.44	1.336	1.368	1.322
1.445	1.343	1.409	1.34
1.454	1.352	1.521	1.357
1.484	1.371	1.559	1.402
1.497	1.376	1.55	1.401
1.535	1.409	1.594	1.449
1.504	1.369	1.515	1.404
1.443	1.308	1.412	1.326
1.414	1.281	1.398	1.309
1.404	1.269	1.373	1.285
1.377	1.239	1.329	1.255
1.372	1.236	1.323	1.247
1.363	1.222	1.3	1.226
1.343	1.204	1.275	1.212
1.334	1.189	1.26	1.192
1.31	1.163	1.23	1.164
1.286	1.143	1.198	1.142
1.27	1.139	1.174	1.129
1.253	1.118	1.138	1.096
1.261	1.133	1.14	1.113
1.274	1.149	1.148	1.135
1.281	1.145	1.147	1.135

1.283	1.144	1.134	1.127
1.267	1.128	1.112	1.111
1.263	1.128	1.119	1.11
1.255	1.124	1.119	1.112
1.267	1.131	1.128	1.122
1.273	1.135	1.13	1.126
1.269	1.141	1.128	1.126
1.264	1.15	1.151	1.144
1.299	1.189	1.193	1.186
1.335	1.226	1.228	1.218
1.365	1.248	1.259	1.251
1.37	1.256	1.278	1.261
1.398	1.284	1.315	1.284
1.405	1.278	1.309	1.278
1.393	1.265	1.285	1.269
1.39	1.263	1.281	1.271
1.396	1.271	1.283	1.275
1.393	1.263	1.277	1.266
1.397	1.269	1.294	1.274
1.395	1.268	1.292	1.273
1.391	1.26	1.283	1.263
1.376	1.254	1.261	1.248
1.371	1.23	1.253	1.236
1.368	1.236	1.26	1.242
1.376	1.246	1.273	1.248
1.379	1.254	1.279	1.255
1.385	1.257	1.289	1.263
1.391	1.273	1.302	1.277
1.398	1.259	1.291	1.269
1.399	1.259	1.288	1.272
1.396	1.254	1.286	1.267
1.414	1.285	1.316	1.29
1.438	1.32	1.361	1.331
1.449	1.337	1.38	1.344
1.455	1.341	1.381	1.35
1.467	1.359	1.399	1.371
1.472	1.362	1.408	1.376
1.487	1.388	1.434	1.403
1.497	1.424	1.458	1.43
1.506	1.421	1.459	1.432
1.51	1.427	1.471	1.439
1.513	1.407	1.457	1.417
1.508	1.394	1.441	1.394
1.501	1.379	1.425	1.371
1.485	1.347	1.406	1.346
1.49	1.35	1.412	1.34
1.489	1.357	1.41	1.347
1.491	1.358	1.408	1.345
1.493	1.359	1.399	1.349
1.534	1.405	1.438	1.394
1.581	1.47	1.493	1.448
1.591	1.481	1.495	1.473

1.585	1.459	1.467	1.446
1.589	1.469	1.459	1.454
1.61	1.483	1.472	1.463
1.66	1.526	1.532	1.51
1.801	1.669	1.652	1.632
1.851	1.704	1.681	1.67
1.86	1.697	1.689	1.673
1.921	1.726	1.735	1.7
1.959	1.737	1.738	1.697
1.949	1.727	1.708	1.675
1.868	1.672	1.596	1.584
1.796	1.635	1.526	1.529
1.733	1.582	1.496	1.465
1.704	1.559	1.496	1.455
1.688	1.541	1.5	1.434
1.661	1.516	1.488	1.419
1.647	1.496	1.46	1.39
1.607	1.44	1.424	1.366
1.59	1.419	1.434	1.375
1.573	1.408	1.424	1.369
1.557	1.389	1.416	1.361
1.555	1.381	1.418	1.365
1.557	1.377	1.41	1.379
1.54	1.37	1.401	1.365
1.535	1.368	1.398	1.364
1.533	1.379	1.404	1.375
1.544	1.393	1.408	1.382
1.545	1.394	1.41	1.387
1.536	1.389	1.409	1.387
1.543	1.395	1.43	1.4
1.573	1.434	1.474	1.447
1.574	1.436	1.474	1.448
1.578	1.435	1.479	1.445
1.58	1.432	1.479	1.446
1.578	1.417	1.472	1.432
1.564	1.407	1.46	1.41
1.551	1.387	1.426	1.38
1.541	1.374	1.411	1.368
1.546	1.391	1.435	1.388
1.577	1.422	1.486	1.429
1.594	1.44	1.508	1.452
1.593	1.431	1.498	1.441
1.586	1.415	1.478	1.425
1.577	1.415	1.467	1.423
1.582	1.423	1.465	1.431
1.597	1.441	1.469	1.444
1.593	1.426	1.448	1.428
1.592	1.43	1.448	1.431
1.602	1.434	1.454	1.437
1.621	1.457	1.476	1.457
1.625	1.456	1.472	1.456
1.63	1.458	1.473	1.458

1.681	1.53	1.518	1.519
1.705	1.539	1.526	1.527
1.737	1.579	1.564	1.558
1.741	1.557	1.551	1.546
1.728	1.521	1.525	1.515
1.73	1.533	1.544	1.524
1.736	1.551	1.555	1.536
1.736	1.571	1.579	1.549
1.74	1.584	1.588	1.566
1.731	1.566	1.582	1.557
1.736	1.593	1.615	1.587
1.729	1.588	1.616	1.583
1.72	1.589	1.61	1.586
1.721	1.596	1.631	1.605
1.742	1.624	1.679	1.639
1.736	1.611	1.67	1.634
1.742	1.605	1.657	1.627
1.765	1.633	1.667	1.645
1.791	1.652	1.688	1.664
1.799	1.658	1.687	1.671
1.8	1.655	1.684	1.661
1.792	1.649	1.675	1.655
1.78	1.636	1.657	1.635
1.776	1.636	1.652	1.623
1.776	1.639	1.65	1.624
1.79	1.649	1.67	1.641
1.81	1.67	1.694	1.671
1.82	1.678	1.699	1.674
1.828	1.689	1.709	1.691
1.856	1.717	1.738	1.722
1.891	1.758	1.781	1.756
1.903	1.763	1.797	1.765
1.944	1.818	1.846	1.833
1.937	1.815	1.844	1.824
1.933	1.818	1.845	1.819
1.938	1.829	1.847	1.826
1.973	1.868	1.882	1.868
2.092	1.981	1.982	1.971
2.144	2.013	2.019	2
2.2	2.047	2.055	2.033
2.267	2.131	2.161	2.115
2.309	2.161	2.185	2.144
2.307	2.161	2.172	2.147
2.278	2.13	2.123	2.096
2.262	2.105	2.096	2.056
2.251	2.086	2.083	2.048
2.252	2.082	2.086	2.053
2.22	2.053	2.033	1.995
2.184	1.998	1.953	1.91
2.171	1.988	1.944	1.922
2.161	1.982	1.959	1.928
2.163	1.952	1.929	1.887

2.133	1.926	1.911	1.876
2.127	1.944	1.928	1.908
2.14	1.945	1.928	1.919
2.172	1.979	1.954	1.94
2.159	1.95	1.938	1.938
2.15	1.938	1.935	1.915
2.154	1.957	1.953	1.943
2.233	2.056	2.064	2.035
2.28	2.102	2.113	2.1
2.309	2.137	2.14	2.13
2.358	2.186	2.196	2.18
2.36	2.189	2.203	2.182
2.412	2.238	2.258	2.24
2.423	2.244	2.263	2.251
2.373	2.197	2.194	2.18
2.382	2.234	2.23	2.231
2.366	2.207	2.194	2.209
2.342	2.179	2.157	2.173
2.315	2.141	2.129	2.141
2.292	2.119	2.097	2.112
2.284	2.134	2.111	2.117
2.343	2.221	2.198	2.213
2.399	2.261	2.248	2.247
2.451	2.296	2.294	2.274
2.461	2.318	2.314	2.288
2.475	2.315	2.328	2.29
2.524	2.377	2.384	2.355
2.521	2.354	2.361	2.331
2.481	2.303	2.292	2.278
2.465	2.297	2.292	2.279
2.484	2.334	2.336	2.323
2.633	2.499	2.524	2.481
2.654	2.519	2.54	2.512
2.654	2.518	2.532	2.508
2.993	2.853	2.843	2.833
2.935	2.806	2.782	2.797
2.846	2.702	2.648	2.677
2.875	2.775	2.739	2.756
3.04	3.283	3.083	3.185
2.99	3.252	3.123	3.182
2.966	3.199	3.144	3.177
2.94	3.115	3.235	3.146
2.848	2.753	2.907	2.846
2.755	2.608	2.671	2.679
2.689	2.5	2.575	2.585
2.615	2.423	2.477	2.491
2.604	2.394	2.442	2.456
2.569	2.354	2.39	2.411
2.577	2.393	2.409	2.429
2.609	2.438	2.443	2.435
2.599	2.416	2.42	2.421
2.59	2.42	2.412	2.414

2.626	2.473	2.451	2.453
2.605	2.424	2.408	2.415
2.61	2.462	2.423	2.432
2.618	2.481	2.431	2.455
2.618	2.49	2.445	2.463
2.591	2.464	2.419	2.447
2.58	2.437	2.398	2.427
2.593	2.441	2.417	2.443
2.682	2.516	2.5	2.499
2.681	2.507	2.491	2.497
2.697	2.558	2.533	2.552
2.681	2.536	2.523	2.528
2.727	2.593	2.578	2.579
2.767	2.629	2.614	2.601
2.876	2.743	2.735	2.725
2.978	2.843	2.847	2.817
2.987	2.843	2.853	2.832
2.983	2.834	2.841	2.814
3.014	2.853	2.87	2.829
2.987	2.82	2.836	2.801
2.987	2.815	2.824	2.798
2.992	2.825	2.837	2.805
2.997	2.866	2.874	2.848
2.99	2.867	2.873	2.859
2.956	2.816	2.819	2.822
2.951	2.834	2.887	2.845
2.963	2.849	2.919	2.866
2.992	2.864	2.927	2.868
3.002	2.888	2.951	2.895
3.03	2.924	2.988	2.925
3.104	2.989	3.07	2.988
3.13	2.964	3.065	2.974
3.078	2.89	3.041	2.923
3.074	2.897	3.026	2.923
3.032	2.85	2.937	2.872
2.958	2.757	2.787	2.77
2.844	2.625	2.624	2.636
2.746	2.526	2.506	2.526
2.694	2.503	2.467	2.49
2.654	2.471	2.448	2.446
2.636	2.462	2.459	2.461
2.651	2.48	2.502	2.477
2.646	2.472	2.501	2.462
2.628	2.448	2.493	2.449
2.643	2.473	2.562	2.47
2.638	2.461	2.554	2.469
2.652	2.479	2.554	2.49
2.717	2.555	2.578	2.537
2.73	2.546	2.563	2.54
2.722	2.535	2.555	2.519
2.71	2.52	2.55	2.514
2.681	2.503	2.534	2.5

2.633	2.458	2.483	2.459
2.559	2.368	2.408	2.391
2.525	2.361	2.371	2.361
2.508	2.347	2.349	2.347
2.527	2.378	2.377	2.36
2.564	2.408	2.429	2.394
2.581	2.421	2.444	2.418
2.598	2.483	2.523	2.497
2.668	2.568	2.606	2.587
2.719	2.643	2.673	2.644
2.719	2.631	2.666	2.64
2.711	2.63	2.655	2.643
2.82	2.739	2.78	2.766
2.852	2.796	2.835	2.81
2.885	2.852	2.864	2.849
2.877	2.817	2.831	2.815
2.873	2.762	2.775	2.766
2.867	2.735	2.754	2.744
2.843	2.711	2.74	2.713
2.873	2.758	2.773	2.747
2.882	2.773	2.783	2.776
2.87	2.753	2.764	2.749
2.873	2.744	2.753	2.742
2.869	2.764	2.774	2.753
2.915	2.789	2.806	2.78
2.916	2.779	2.805	2.766
2.936	2.81	2.822	2.785
2.949	2.834	2.878	2.821
2.945	2.815	2.882	2.815
2.923	2.806	2.885	2.808
2.945	2.825	2.887	2.824
2.901	2.776	2.835	2.771
2.905	2.808	2.864	2.807
2.898	2.8	2.87	2.808
2.934	2.835	2.91	2.836
2.991	2.872	2.942	2.865
3.054	2.916	2.984	2.903
3.124	2.993	3.054	2.971
3.141	3.008	3.061	2.975
3.137	2.977	3.028	2.946
3.125	2.97	3.025	2.941
3.186	3.022	3.067	2.994
3.251	3.095	3.122	3.062
3.381	3.244	3.278	3.219
3.523	3.362	3.403	3.347
3.524	3.35	3.389	3.324
3.574	3.389	3.423	3.36
3.57	3.376	3.385	3.345
3.514	3.293	3.276	3.265
3.511	3.273	3.271	3.245
3.497	3.275	3.277	3.246
3.519	3.328	3.309	3.293

3.554	3.366	3.345	3.318
3.51	3.318	3.288	3.266
3.472	3.264	3.228	3.222
3.432	3.258	3.218	3.218
3.438	3.275	3.243	3.247
3.412	3.266	3.249	3.239
3.526	3.396	3.365	3.367
3.693	3.562	3.525	3.51
3.825	3.636	3.639	3.609
3.989	3.814	3.784	3.798
4.177	3.967	3.958	3.914
4.186	3.975	3.964	3.928
4.16	3.941	3.929	3.907
4.142	3.936	3.917	3.894
4.266	4.043	4.013	4
4.37	4.126	4.098	4.077
4.376	4.157	4.133	4.113
4.345	4.117	4.101	4.084
4.516	4.31	4.298	4.268
4.682	4.48	4.463	4.443
4.913	4.717	4.667	4.673
4.907	4.687	4.643	4.664
4.879	4.677	4.615	4.658
4.874	4.69	4.618	4.656
4.831	4.648	4.574	4.602
4.822	4.643	4.571	4.604
4.887	4.741	4.654	4.697
4.912	4.777	4.698	4.737
4.869	4.723	4.649	4.701
4.772	4.604	4.518	4.57
4.672	4.501	4.419	4.45
4.563	4.344	4.267	4.299
4.414	4.184	4.13	4.156
4.36	4.113	4.073	4.098
4.307	4.093	4.066	4.068
4.246	4.018	4.015	4.015
4.166	4.031	3.973	4.011
4.081	3.987	3.931	3.924
4.073	3.992	3.936	3.929
3.978	3.896	3.858	3.843
3.794	3.655	3.641	3.631
3.633	3.503	3.447	3.453
3.509	3.333	3.244	3.219
3.369	3.137	3.018	3.033
3.203	2.98	2.888	2.895
3.072	2.84	2.764	2.745
2.925	2.71	2.624	2.598
2.875	2.655	2.578	2.556
2.742	2.564	2.491	2.465
2.642	2.469	2.406	2.378
2.566	2.406	2.359	2.306
2.536	2.355	2.314	2.264

2.496	2.31	2.272	2.228
2.516	2.322	2.289	2.244
2.514	2.297	2.264	2.227
2.49	2.258	2.232	2.202
2.484	2.233	2.201	2.189
2.45	2.205	2.173	2.156
2.42	2.148	2.137	2.133
2.368	2.098	2.071	2.074
2.314	2.055	2.03	2.043
2.287	2.022	1.988	2.006
2.254	1.995	1.965	1.973
2.315	2.081	2.038	2.06
2.399	2.218	2.176	2.203
2.419	2.205	2.178	2.21
2.402	2.204	2.175	2.202
2.392	2.197	2.166	2.186
2.374	2.171	2.142	2.171
2.365	2.152	2.124	2.153
2.386	2.186	2.156	2.198
2.396	2.213	2.17	2.21
2.41	2.251	2.229	2.242
2.457	2.326	2.322	2.323
2.619	2.468	2.474	2.474
2.696	2.556	2.546	2.543
2.73	2.59	2.587	2.583
2.726	2.584	2.578	2.569
2.714	2.56	2.565	2.547
2.663	2.508	2.512	2.494
2.63	2.456	2.47	2.443
2.643	2.505	2.5	2.493
2.671	2.535	2.52	2.513
2.755	2.624	2.601	2.581
2.771	2.646	2.623	2.607
2.781	2.649	2.637	2.622
2.779	2.649	2.649	2.618
2.768	2.604	2.628	2.575
2.755	2.599	2.607	2.555
2.738	2.578	2.598	2.542
2.714	2.552	2.585	2.525
2.698	2.529	2.561	2.518
2.723	2.554	2.581	2.53
2.831	2.664	2.693	2.644
2.923	2.773	2.79	2.74
2.94	2.785	2.786	2.749
2.926	2.772	2.779	2.746
2.912	2.759	2.769	2.733
2.907	2.753	2.762	2.738
2.9	2.738	2.748	2.724
2.896	2.74	2.742	2.726
2.868	2.717	2.72	2.699
2.841	2.687	2.708	2.68
2.857	2.693	2.707	2.689

2.932	2.772	2.771	2.75
3.026	2.864	2.844	2.846
3.023	2.867	2.834	2.831
2.986	2.823	2.79	2.8
2.926	2.775	2.731	2.744
2.92	2.757	2.724	2.729
2.905	2.751	2.705	2.718
2.967	2.826	2.794	2.793
3.013	2.844	2.825	2.819
3.037	2.88	2.871	2.873
3.055	2.895	2.895	2.897
3.079	2.923	2.922	2.904
3.075	2.913	2.91	2.899
3.136	2.986	2.989	2.978
3.186	3.037	3.045	3.023
3.189	3.033	3.044	3.034
3.186	3.025	3.053	3.038
3.238	3.079	3.096	3.083
3.246	3.087	3.102	3.087
3.232	3.054	3.067	3.042
3.165	2.981	2.985	2.977
3.121	2.95	2.94	2.936
3.09	2.916	2.904	2.899
3.067	2.892	2.892	2.874
3.088	2.921	2.936	2.908
3.091	2.919	2.93	2.893
3.055	2.889	2.89	2.866
3.022	2.869	2.865	2.857
3.012	2.861	2.866	2.859
3.02	2.88	2.891	2.875
3.02	2.89	2.9	2.887
3.086	2.962	2.966	2.947
3.055	2.94	2.953	2.933
3.038	2.91	2.927	2.916
3.02	2.886	2.909	2.888
3.007	2.88	2.9	2.876
3.019	2.89	2.92	2.887
3.041	2.905	2.944	2.89
3.034	2.904	2.928	2.883
3.095	2.952	2.99	2.92
3.178	3.011	3.055	2.982
3.188	3.016	3.063	2.979
3.18	3.008	3.048	2.985
3.181	3.005	3.049	2.982
3.225	3.061	3.102	3.03
3.303	3.133	3.167	3.1
3.293	3.115	3.156	3.087
3.288	3.108	3.144	3.078
3.328	3.144	3.175	3.132
3.364	3.187	3.205	3.163
3.381	3.197	3.229	3.183
3.428	3.256	3.278	3.226

3.47	3.303	3.303	3.279
3.478	3.308	3.302	3.284
3.556	3.392	3.371	3.366
3.59	3.421	3.392	3.382
3.611	3.432	3.399	3.384
3.682	3.501	3.475	3.455
3.7	3.524	3.479	3.489
3.734	3.557	3.517	3.522
3.875	3.703	3.661	3.656
4.014	3.85	3.823	3.812
4.061	3.885	3.859	3.842
4.046	3.878	3.855	3.841
4.061	3.892	3.883	3.857
4.092	3.923	3.932	3.905
4.204	4.024	4.04	4.001
4.229	4.051	4.068	4.033
4.238	4.038	4.061	4.024
4.269	4.059	4.086	4.06
4.248	4.052	4.066	4.022
4.21	4.005	4.015	3.996
4.138	3.943	3.942	3.935
4.082	3.897	3.896	3.884
4.074	3.891	3.889	3.877
4.088	3.905	3.905	3.896
4.074	3.904	3.904	3.896
4.014	3.86	3.842	3.834
3.978	3.812	3.818	3.798
4.034	3.872	3.875	3.856
4.066	3.912	3.903	3.882
4.09	3.94	3.925	3.913
4.09	3.918	3.918	3.904
4.053	3.877	3.875	3.868
3.983	3.811	3.815	3.806
3.944	3.788	3.789	3.772
3.93	3.793	3.803	3.763
3.987	3.833	3.852	3.8
3.985	3.825	3.841	3.79
3.968	3.792	3.799	3.765
3.922	3.739	3.738	3.73
3.881	3.699	3.699	3.693
3.86	3.674	3.671	3.651
3.922	3.761	3.754	3.726
3.946	3.775	3.782	3.745
3.994	3.836	3.866	3.808
3.997	3.816	3.863	3.796
4.085	3.906	3.987	3.882
4.1	3.918	4.01	3.903
4.057	3.882	3.949	3.859
4.018	3.862	3.907	3.828
4.003	3.83	3.848	3.794
3.963	3.783	3.765	3.727
3.925	3.752	3.706	3.708

3.932	3.754	3.683	3.709
3.996	3.82	3.717	3.75
4.031	3.853	3.746	3.777
4.03	3.843	3.736	3.774
4.04	3.848	3.734	3.776
4.046	3.846	3.751	3.775
4.128	3.93	3.857	3.86
4.142	3.966	3.848	3.886
4.208	4.063	3.914	3.992
4.243	4.094	3.974	4.02
4.247	4.096	4.016	4.036
4.269	4.106	4.04	4.053
4.279	4.11	4.046	4.055
4.28	4.109	4.042	4.049
4.282	4.106	4.055	4.063
4.28	4.091	4.021	4.038
4.245	4.05	3.974	3.993
4.22	4.039	3.971	3.98
4.194	4.021	3.962	3.962
4.135	3.969	3.897	3.915
4.079	3.916	3.854	3.861
4.023	3.854	3.795	3.802
3.968	3.797	3.746	3.757
3.909	3.721	3.696	3.698
3.868	3.66	3.655	3.654
3.817	3.616	3.606	3.601
3.793	3.607	3.58	3.568
3.818	3.646	3.638	3.605
3.838	3.648	3.659	3.617
3.9	3.753	3.749	3.711
3.908	3.775	3.782	3.696
3.934	3.806	3.851	3.752
4.004	3.901	3.968	3.856
4.069	3.944	4.015	3.911
4.129	4.019	4.05	3.981
4.153	4.051	4.072	4.026
4.175	4.049	4.079	4.021
4.196	4.056	4.08	4.028
4.17	4.015	4.017	3.995
4.168	3.995	4.013	3.999
4.185	4.009	4.04	3.999
4.208	4.047	4.15	4.022
4.203	4.011	4.101	3.999
4.149	3.921	3.984	3.945
4.155	3.91	3.959	3.92
4.165	3.912	3.908	3.875
4.171	3.935	3.909	3.865
4.203	3.99	4.023	3.902
4.202	3.994	4.014	3.901
4.174	3.97	3.977	3.874
4.134	3.923	3.918	3.847
4.112	3.899	3.893	3.833

4.105	3.904	3.885	3.83
4.107	3.902	3.87	3.837
4.094	3.901	3.834	3.824
4.089	3.904	3.845	3.831
4.106	3.931	3.866	3.845
4.165	4.001	3.978	3.941
4.216	4.083	4.08	3.997
4.254	4.133	4.132	4.068
4.262	4.129	4.121	4.089
4.235	4.092	4.085	4.065
4.171	4.058	4.043	4.036
4.14	4.016	4.015	3.989
4.109	3.983	3.979	3.935
4.083	3.958	3.97	3.915
4.062	3.946	3.956	3.888
4.032	3.911	3.923	3.852
3.982	3.862	3.868	3.802
3.934	3.831	3.839	3.757
3.911	3.804	3.868	3.735
3.91	3.807	3.909	3.739
3.925	3.809	3.934	3.775
3.928	3.792	3.916	3.775
3.92	3.783	3.9	3.77
3.907	3.762	3.877	3.748
3.91	3.752	3.859	3.741
3.902	3.758	3.847	3.74
3.892	3.731	3.815	3.734
3.895	3.757	3.821	3.753
3.939	3.804	3.852	3.798
3.971	3.857	3.875	3.841
3.993	3.861	3.886	3.845
3.983	3.845	3.878	3.841
3.972	3.834	3.862	3.824
3.967	3.848	3.868	3.822
3.98	3.862	3.884	3.829
4.055	3.93	3.967	3.897
4.056	3.917	3.964	3.898
4.044	3.91	3.957	3.889
4.015	3.89	3.929	3.862
3.997	3.861	3.894	3.831
3.967	3.838	3.876	3.805
3.963	3.837	3.854	3.797
3.961	3.84	3.853	3.8
3.951	3.818	3.837	3.783
3.938	3.808	3.826	3.769
3.903	3.793	3.798	3.752
3.89	3.779	3.794	3.745
3.919	3.808	3.829	3.753
3.949	3.848	3.879	3.78
3.972	3.837	3.87	3.773
3.977	3.84	3.852	3.766
3.988	3.839	3.847	3.772

4.016	3.856	3.887	3.789
4.046	3.847	3.888	3.802
4.045	3.831	3.854	3.78
4.06	3.829	3.83	3.771
4.144	3.852	3.874	3.772
4.281	3.868	3.942	3.775
4.363	3.884	3.969	3.788
4.357	3.913	3.993	3.783
4.358	3.947	4.025	3.806
4.354	3.962	4.019	3.793
4.353	3.974	4.013	3.814
4.314	3.973	3.994	3.803
4.277	3.963	3.975	3.8
4.241	3.955	3.959	3.804
4.205	3.946	3.942	3.793
4.193	3.947	3.932	3.79
4.191	3.953	3.946	3.82
4.185	3.949	3.947	3.824
4.176	3.94	3.935	3.813
4.156	3.927	3.921	3.797
4.136	3.919	3.901	3.791
4.127	3.916	3.884	3.783
4.116	3.91	3.874	3.783
4.079	3.886	3.845	3.769
4.052	3.863	3.835	3.77
4.071	3.893	3.875	3.813
4.073	3.887	3.869	3.816
4.069	3.882	3.862	3.802
4.051	3.866	3.837	3.787
4.014	3.836	3.81	3.773
3.993	3.817	3.801	3.767
3.989	3.817	3.798	3.754
3.974	3.8	3.787	3.75
3.96	3.788	3.78	3.739
3.935	3.771	3.763	3.732
3.925	3.756	3.752	3.72
3.928	3.76	3.751	3.715
3.905	3.744	3.743	3.706
3.886	3.722	3.713	3.696
3.857	3.694	3.694	3.685
3.83	3.678	3.67	3.662
3.784	3.638	3.636	3.637
3.737	3.59	3.606	3.589
3.693	3.555	3.611	3.563
3.655	3.533	3.624	3.532
3.634	3.497	3.788	3.562
3.612	3.469	3.786	3.542
3.598	3.441	3.743	3.511
3.59	3.429	3.702	3.501
3.539	3.386	3.623	3.434
3.454	3.314	3.473	3.328
3.392	3.223	3.294	3.175

3.35	3.161	3.206	3.121
3.303	3.109	3.102	3.045
3.239	3.039	3.01	2.964
3.131	2.918	2.889	2.843
3.078	2.87	2.804	2.786
3.041	2.826	2.765	2.769
3.042	2.822	2.769	2.761
3.084	2.841	2.792	2.783
3.16	2.853	2.826	2.795
3.293	2.88	2.85	2.796
3.333	2.884	2.852	2.795
3.311	2.87	2.82	2.763
3.231	2.837	2.768	2.715
3.179	2.815	2.727	2.675
3.122	2.786	2.675	2.643
3.08	2.759	2.633	2.62
3.081	2.783	2.659	2.659
3.11	2.806	2.691	2.683
3.133	2.844	2.715	2.751
3.151	2.86	2.748	2.771
3.158	2.875	2.791	2.793
3.162	2.884	2.8	2.803
3.143	2.874	2.804	2.799
3.122	2.853	2.774	2.783
3.117	2.834	2.754	2.777
3.102	2.824	2.746	2.755
3.094	2.823	2.731	2.73
3.073	2.81	2.724	2.712
3.038	2.797	2.704	2.708
2.985	2.762	2.679	2.674
2.918	2.701	2.619	2.611
2.885	2.654	2.561	2.536
2.832	2.595	2.515	2.487
2.816	2.583	2.539	2.478
2.777	2.529	2.487	2.414
2.714	2.478	2.443	2.376
2.716	2.489	2.483	2.385
2.694	2.468	2.471	2.362
2.662	2.448	2.447	2.34
2.647	2.437	2.434	2.323
2.631	2.432	2.489	2.323
2.661	2.469	2.634	2.339
2.642	2.427	2.6	2.325
2.62	2.396	2.54	2.299
2.604	2.396	2.516	2.29
2.62	2.424	2.526	2.317
2.609	2.406	2.494	2.304
2.585	2.37	2.441	2.28
2.567	2.355	2.411	2.254
2.542	2.295	2.348	2.232
2.501	2.258	2.294	2.212
2.438	2.21	2.227	2.181

2.412	2.161	2.163	2.14
2.391	2.143	2.13	2.114
2.35	2.116	2.096	2.08
2.305	2.054	2.023	2.014
2.264	2.025	1.987	1.957
2.239	1.992	1.941	1.917
2.224	1.959	1.929	1.896
2.197	1.947	1.908	1.858
2.184	1.944	1.921	1.873
2.171	1.945	1.937	1.874
2.188	1.979	1.983	1.907
2.249	2.07	2.065	1.99
2.28	2.079	2.09	1.991
2.292	2.081	2.077	2.001
2.296	2.077	2.065	1.983
2.301	2.09	2.082	1.992
2.325	2.126	2.112	2.046
2.343	2.159	2.156	2.074
2.396	2.232	2.232	2.137
2.402	2.232	2.241	2.131
2.41	2.248	2.271	2.157
2.464	2.308	2.325	2.233
2.505	2.322	2.342	2.254
2.522	2.363	2.361	2.278
2.537	2.372	2.39	2.307
2.542	2.358	2.386	2.296
2.535	2.361	2.389	2.285
2.535	2.355	2.389	2.282
2.521	2.341	2.385	2.261
2.503	2.332	2.369	2.262
2.481	2.306	2.341	2.242
2.441	2.279	2.304	2.224
2.412	2.241	2.275	2.184
2.406	2.233	2.273	2.179
2.457	2.294	2.342	2.249
2.496	2.341	2.391	2.269
2.499	2.335	2.387	2.264
2.495	2.323	2.376	2.256
2.485	2.316	2.366	2.242
2.489	2.318	2.359	2.23
2.486	2.327	2.356	2.25
2.54	2.363	2.417	2.317
2.579	2.389	2.458	2.357
2.581	2.378	2.451	2.353
2.583	2.388	2.443	2.353
2.584	2.384	2.425	2.34
2.564	2.363	2.387	2.316
2.549	2.355	2.356	2.296
2.549	2.361	2.356	2.29
2.602	2.415	2.431	2.361
2.633	2.429	2.446	2.371
2.667	2.47	2.479	2.41

2.687	2.478	2.489	2.421
2.776	2.514	2.54	2.451
2.813	2.526	2.547	2.448
2.804	2.511	2.541	2.429
2.784	2.507	2.512	2.414
2.77	2.51	2.5	2.408
2.763	2.508	2.492	2.403
2.765	2.519	2.487	2.424
2.77	2.521	2.495	2.433
2.772	2.533	2.499	2.433
2.78	2.525	2.502	2.429
2.761	2.512	2.491	2.419
2.738	2.498	2.464	2.38
2.724	2.487	2.458	2.378
2.739	2.505	2.481	2.414
2.761	2.516	2.515	2.446
2.783	2.522	2.536	2.458
2.785	2.52	2.53	2.458
2.773	2.513	2.516	2.435
2.753	2.507	2.497	2.41
2.737	2.488	2.479	2.382
2.733	2.479	2.468	2.384
2.751	2.505	2.512	2.423
2.744	2.49	2.505	2.417
2.711	2.459	2.454	2.368
2.683	2.427	2.411	2.329
2.67	2.396	2.386	2.305
2.671	2.407	2.403	2.307
2.672	2.407	2.421	2.311
2.678	2.42	2.438	2.324
2.685	2.441	2.452	2.342
2.706	2.462	2.486	2.359
2.751	2.514	2.543	2.41
2.761	2.527	2.57	2.41
2.756	2.519	2.567	2.408
2.758	2.528	2.566	2.428
2.886	2.725	2.707	2.615
2.922	2.776	2.753	2.647
2.919	2.749	2.743	2.639
2.925	2.74	2.741	2.624
2.934	2.748	2.747	2.615
2.919	2.712	2.738	2.599
2.926	2.714	2.757	2.612
2.924	2.715	2.779	2.614
2.938	2.729	2.81	2.639
2.975	2.764	2.861	2.668
3.018	2.795	2.884	2.697
3.055	2.789	2.873	2.689
3.074	2.794	2.884	2.712
3.062	2.794	2.877	2.713
3.06	2.788	2.863	2.705
3.06	2.778	2.853	2.697

3.068	2.782	2.854	2.708
3.151	2.854	2.935	2.774
3.209	2.887	2.947	2.785
3.263	2.913	2.981	2.825
3.276	2.929	2.971	2.815
3.306	2.968	3.03	2.868
3.324	2.988	3.044	2.874
3.306	2.966	3.02	2.851
3.274	2.939	2.97	2.818
3.255	2.906	2.947	2.797
3.24	2.894	2.92	2.793
3.221	2.871	2.899	2.782
3.2	2.858	2.898	2.786
3.217	2.898	2.934	2.823
3.233	2.938	2.962	2.851
3.232	2.939	2.957	2.844
3.275	2.998	3.016	2.91
3.295	3.028	3.047	2.936
3.321	3.042	3.083	2.946
3.336	3.061	3.092	2.955
3.38	3.132	3.175	3.012
3.42	3.163	3.218	3.055
3.443	3.174	3.23	3.054
3.442	3.166	3.224	3.055
3.42	3.148	3.199	3.037
3.397	3.121	3.173	3.016
3.38	3.086	3.143	2.978
3.39	3.102	3.171	3.002
3.405	3.112	3.176	3.004
3.405	3.108	3.171	3.004
3.389	3.087	3.142	2.993
3.39	3.096	3.156	2.997
3.393	3.093	3.151	2.995
3.387	3.091	3.139	2.99
3.38	3.076	3.129	2.981
3.385	3.094	3.153	3.004
3.399	3.114	3.191	3.035
3.407	3.131	3.194	3.039
3.415	3.135	3.208	3.056
3.416	3.136	3.218	3.052
3.447	3.18	3.278	3.079
3.531	3.243	3.351	3.169
3.544	3.272	3.351	3.172
3.533	3.254	3.333	3.152
3.523	3.217	3.31	3.117
3.498	3.205	3.286	3.106
3.483	3.187	3.262	3.085
3.466	3.165	3.216	3.045
3.447	3.145	3.185	3.035
3.394	3.098	3.117	2.989
3.368	3.053	3.066	2.934
3.342	3.021	3.018	2.9

3.31	2.987	2.944	2.869
3.286	2.965	2.907	2.841
3.242	2.921	2.869	2.821
3.217	2.903	2.823	2.788
3.215	2.884	2.807	2.79
3.237	2.893	2.806	2.789
3.227	2.879	2.839	2.779
3.225	2.872	2.849	2.776
3.256	2.927	2.904	2.809
3.286	2.949	2.969	2.849
3.301	2.985	3.014	2.87
3.315	2.981	3.011	2.881
3.313	2.981	2.992	2.869
3.31	2.995	2.993	2.876
3.309	2.991	2.984	2.872
3.324	2.998	2.993	2.879
3.342	3.015	3.01	2.899
3.37	3.033	3.042	2.917
3.385	3.057	3.058	2.939
3.379	3.051	3.064	2.927
3.365	3.035	3.046	2.905
3.375	3.03	3.049	2.907
3.36	3.02	3.038	2.893
3.344	3.011	3.026	2.875
3.308	2.989	3.002	2.843
3.282	2.964	2.957	2.82
3.258	2.946	2.926	2.797
3.27	2.941	2.924	2.803
3.275	2.94	2.968	2.804
3.272	2.941	2.956	2.805
3.259	2.937	2.948	2.804
3.246	2.924	2.94	2.793
3.233	2.923	2.942	2.787
3.215	2.904	2.924	2.763
3.199	2.892	2.9	2.751
3.186	2.874	2.89	2.744
3.178	2.874	2.874	2.74
3.161	2.871	2.864	2.745
3.177	2.874	2.882	2.761
3.252	2.971	2.992	2.858
3.238	2.948	2.987	2.827
3.224	2.915	2.967	2.804
3.227	2.92	2.967	2.805
3.235	2.916	2.957	2.802
3.246	2.932	2.963	2.806
3.244	2.905	2.955	2.795
3.245	2.919	2.972	2.795
3.246	2.922	2.971	2.792
3.247	2.921	2.969	2.776
3.246	2.928	2.982	2.779
3.241	2.914	2.966	2.759
3.239	2.921	2.97	2.763

3.245	2.913	2.968	2.763
3.271	2.975	2.978	2.808
3.294	3	2.977	2.828
3.291	2.984	2.965	2.81
3.248	2.948	2.937	2.797
3.224	2.914	2.901	2.773
3.18	2.863	2.839	2.71
3.146	2.816	2.776	2.675
3.123	2.793	2.757	2.658
3.117	2.779	2.756	2.654
3.081	2.748	2.725	2.627
3.045	2.709	2.689	2.577
2.989	2.627	2.591	2.504
2.911	2.573	2.499	2.438
2.866	2.514	2.432	2.363
2.827	2.48	2.394	2.325
2.782	2.45	2.353	2.289
2.747	2.434	2.326	2.272
2.711	2.406	2.287	2.208
2.688	2.36	2.248	2.169
2.68	2.348	2.24	2.178
2.667	2.345	2.229	2.175
2.666	2.359	2.23	2.175
2.666	2.349	2.226	2.171
2.672	2.359	2.24	2.172
2.673	2.359	2.256	2.174
2.694	2.37	2.289	2.197
2.704	2.377	2.299	2.194
2.696	2.388	2.306	2.204
2.707	2.387	2.313	2.198
2.699	2.377	2.309	2.198
2.697	2.375	2.301	2.183
2.696	2.372	2.298	2.175
2.692	2.37	2.305	2.183
2.684	2.365	2.308	2.177
2.683	2.363	2.308	2.174
2.694	2.379	2.329	2.188
2.689	2.37	2.321	2.184
2.676	2.357	2.308	2.172
2.662	2.343	2.282	2.157
2.658	2.323	2.269	2.154
2.655	2.328	2.259	2.141
2.649	2.332	2.275	2.148
2.652	2.316	2.269	2.143
2.648	2.311	2.262	2.146
2.646	2.284	2.246	2.131
2.645	2.296	2.261	2.132
2.684	2.337	2.339	2.18
2.705	2.365	2.359	2.21
2.743	2.4	2.404	2.254
2.779	2.433	2.435	2.276
2.802	2.471	2.478	2.307

2.835	2.533	2.559	2.379
2.85	2.534	2.585	2.393
2.857	2.54	2.592	2.398
2.891	2.608	2.606	2.429
2.924	2.627	2.632	2.461
2.942	2.642	2.656	2.483
2.964	2.675	2.676	2.5
3.005	2.74	2.748	2.566
3.052	2.798	2.852	2.627
3.132	2.921	2.945	2.722
3.2	3.018	3.041	2.837
3.266	3.027	3.127	2.929
3.292	3.064	3.169	2.988
3.299	3.064	3.149	2.991
3.274	3.041	3.104	2.955
3.268	3.018	3.083	2.934
3.257	3.001	3.061	2.924
3.259	2.993	3.054	2.923
3.268	2.98	3.058	2.917
3.285	3.004	3.085	2.924
3.336	3.051	3.13	2.968
3.395	3.13	3.197	3.029
3.406	3.137	3.199	3.029
3.414	3.135	3.197	3.027
3.424	3.163	3.222	3.034
3.435	3.181	3.233	3.04
3.441	3.175	3.231	3.042
3.451	3.191	3.239	3.044
3.475	3.204	3.264	3.076
3.477	3.213	3.261	3.083
3.478	3.211	3.264	3.083
3.473	3.213	3.258	3.079
3.493	3.238	3.278	3.097
3.493	3.23	3.271	3.083
3.485	3.212	3.259	3.073
3.473	3.186	3.216	3.038
3.474	3.201	3.241	3.06
3.483	3.24	3.284	3.104
3.486	3.246	3.282	3.099
3.496	3.266	3.29	3.119
3.514	3.288	3.326	3.142
3.572	3.362	3.43	3.203
3.705	3.484	3.538	3.335
3.792	3.582	3.615	3.422
3.849	3.621	3.632	3.483
3.862	3.631	3.639	3.486
3.858	3.624	3.633	3.482
3.852	3.62	3.631	3.474
3.847	3.595	3.617	3.457
3.845	3.586	3.602	3.454
3.824	3.556	3.536	3.402
3.811	3.521	3.512	3.372

3.792	3.496	3.492	3.339
3.779	3.488	3.479	3.33
3.781	3.49	3.477	3.328
3.808	3.547	3.522	3.384
3.877	3.624	3.603	3.463
3.934	3.686	3.656	3.531
4.002	3.761	3.714	3.608
4.098	3.896	3.808	3.73
4.21	3.98	3.884	3.785
4.278	4.014	3.905	3.83
4.309	4.069	3.968	3.872
5.093	4.919	4.649	4.703
5.474	5.264	5.044	5.11
5.303	5.11	4.959	4.964
5.4	5.145	4.994	4.972
5.363	5.095	4.947	4.929
5.291	5.018	4.887	4.84
5.335	5.033	4.921	4.855
5.4	5.086	4.987	4.916
6.08	5.401	5.329	5.21

Apr-22	4.9024
Apr-21	2.9245
Percent Change	68%

EMD_EPD2D_PTE_R40 _DPG	EMD_EPD2D_PTE_R50 _DPG	EMD_EPD2D_PTE_SCA _DPG	EMD_EPD2D_PTE_R5X CA_DPG
Weekly Rocky Mountain No 2 Diesel Retail Prices (Dollars per Gallon)	Weekly West Coast No 2 Diesel Retail Prices (Dollars per Gallon)	Weekly California No 2 Diesel Retail Prices (Dollars per Gallon)	Weekly West Coast (PADD 5) Except California No 2 Diesel Retail Prices (Dollars per Gallon)
1.105		1.209	
1.1		1.22	
1.103		1.219	
1.111		1.209	
1.118		1.213	
1.113		1.217	
1.125		1.206	
1.12		1.206	
1.121		1.2	
1.121		1.203	
1.129		1.194	
1.121		1.202	
1.116		1.191	
1.117		1.199	
1.122		1.196	
1.118		1.193	
1.121		1.196	
1.123		1.2	
1.122		1.2	
1.129		1.2	
1.137		1.205	
1.134		1.206	
1.146		1.209	
1.168		1.204	
1.194		1.224	
1.201		1.233	
1.203		1.242	
1.201		1.249	
1.194		1.249	
1.195		1.247	
1.197		1.252	
1.203		1.257	
1.206		1.264	
1.204		1.267	
1.207		1.268	
1.2		1.267	
1.188		1.262	
1.169		1.257	
1.155		1.245	
1.148		1.231	
1.135		1.217	
1.125		1.212	
1.122		1.205	
1.113		1.2	

1.109	1.196	
1.095	1.192	
1.089	1.191	
1.091	1.19	
1.094	1.19	
1.096	1.188	
1.111	1.197	
1.107	1.197	
1.106	1.201	
1.108	1.202	
1.113	1.215	
1.117	1.225	
1.128	1.237	
1.138	1.247	
1.143	1.259	
1.156	1.26	
1.158	1.262	
1.165	1.262	
1.167	1.258	
1.167	1.253	
1.162	1.24	
1.165	1.228	
1.155	1.221	
1.16	1.213	1.277
1.148	1.223	1.274
1.143	1.22	1.264
1.14	1.212	1.258
1.141	1.211	1.258
1.146	1.215	1.261
1.151	1.22	1.268
1.156	1.222	1.276
1.16	1.227	1.28
1.175	1.23	1.284
1.181	1.233	1.294
1.19	1.236	1.295
1.196	1.243	1.302
1.202	1.244	1.307
1.21	1.256	1.308
1.211	1.254	1.308
1.212	1.258	1.306
1.215	1.256	1.304
1.219	1.257	1.308
1.222	1.256	1.311
1.228	1.258	1.315
1.229	1.256	1.317
1.226	1.258	1.326
1.218	1.253	1.314
1.206	1.257	1.323
1.202	1.262	1.323
1.203	1.262	1.326
1.193	1.261	1.332
1.191	1.26	1.324

1.188	1.255	1.324
1.186	1.247	1.303
1.179	1.236	1.282
1.18	1.233	1.276
1.176	1.233	1.27
1.174	1.232	1.278
1.187	1.23	1.274
1.187	1.228	1.273
1.197	1.235	1.272
1.213	1.244	1.284
1.22	1.283	1.384
1.25	1.336	1.463
1.309	1.387	1.506
1.342	1.431	1.572
1.357	1.479	1.631
1.38	1.494	1.659
1.388	1.492	1.635
1.389	1.482	1.613
1.376	1.455	1.579
1.362	1.44	1.563
1.323	1.424	1.545
1.287	1.399	1.526
1.264	1.373	1.495
1.255	1.359	1.483
1.24	1.352	1.473
1.231	1.346	1.471
1.225	1.332	1.451
1.222	1.321	1.436
1.219	1.32	1.436
1.221	1.324	1.434
1.238	1.345	1.443
1.262	1.364	1.445
1.277	1.379	1.444
1.295	1.404	1.455
1.325	1.426	1.477
1.334	1.433	1.487
1.342	1.424	1.471
1.352	1.422	1.469
1.362	1.427	1.492
1.371	1.43	1.5
1.378	1.421	1.484
1.38	1.418	1.485
1.38	1.411	1.477
1.378	1.398	1.465
1.371	1.393	1.455
1.367	1.376	1.443
1.356	1.369	1.439
1.351	1.36	1.428
1.341	1.364	1.43
1.335	1.362	1.426
1.327	1.363	1.428
1.325	1.363	1.426

1.32	1.363	1.425
1.315	1.364	1.428
1.308	1.389	1.481
1.305	1.419	1.519
1.306	1.422	1.523
1.293	1.412	1.513
1.288	1.403	1.494
1.285	1.38	1.472
1.281	1.38	1.461
1.283	1.378	1.464
1.287	1.387	1.486
1.279	1.388	1.487
1.278	1.386	1.493
1.273	1.376	1.489
1.271	1.361	1.475
1.276	1.337	1.455
1.256	1.279	1.383
1.273	1.249	1.345
1.275	1.236	1.32
1.266	1.24	1.325
1.262	1.24	1.317
1.246	1.231	1.302
1.233	1.22	1.293
1.218	1.208	1.285
1.222	1.209	1.286
1.208	1.205	1.274
1.2	1.193	1.254
1.191	1.189	1.253
1.194	1.212	1.29
1.197	1.245	1.337
1.205	1.261	1.356
1.223	1.274	1.365
1.234	1.282	1.367
1.233	1.29	1.371
1.235	1.287	1.362
1.228	1.273	1.345
1.223	1.271	1.34
1.222	1.267	1.341
1.233	1.273	1.342
1.24	1.274	1.345
1.244	1.287	1.359
1.256	1.301	1.378
1.269	1.309	1.396
1.28	1.316	1.398
1.285	1.306	1.389
1.288	1.291	1.378
1.273	1.265	1.346
1.263	1.264	1.331
1.243	1.248	1.327
1.236	1.24	1.316
1.218	1.255	1.312
1.178	1.231	1.296

1.144	1.204	1.274
1.118	1.182	1.261
1.094	1.164	1.241
1.092	1.15	1.24
1.086	1.14	1.219
1.08	1.132	1.205
1.095	1.114	1.186
1.089	1.098	1.163
1.073	1.09	1.153
1.071	1.088	1.157
1.094	1.12	1.211
1.096	1.13	1.217
1.094	1.134	1.219
1.102	1.13	1.214
1.112	1.131	1.216
1.119	1.159	1.244
1.13	1.152	1.231
1.129	1.14	1.219
1.128	1.121	1.193
1.119	1.111	1.179
1.107	1.093	1.16
1.097	1.094	1.155
1.088	1.091	1.16
1.075	1.093	1.159
1.084	1.092	1.156
1.075	1.092	1.158
1.069	1.087	1.158
1.07	1.089	1.157
1.071	1.089	1.156
1.071	1.091	1.16
1.073	1.094	1.162
1.072	1.091	1.158
1.077	1.084	1.156
1.078	1.09	1.157
1.084	1.097	1.164
1.088	1.106	1.173
1.092	1.109	1.173
1.098	1.11	1.178
1.101	1.106	1.171
1.1	1.103	1.169
1.1	1.102	1.168
1.101	1.103	1.168
1.098	1.102	1.178
1.09	1.102	1.178
1.068	1.094	1.164
1.056	1.087	1.155
1.029	1.076	1.133
1.01	1.059	1.124
0.993	1.062	1.118
0.997	1.059	1.115
0.992	1.059	1.114
0.985	1.05	1.106

0.985	1.056	1.114
0.985	1.045	1.104
0.982	1.041	1.107
0.985	1.042	1.108
0.987	1.037	1.105
0.988	1.032	1.097
0.992	1.034	1.101
0.996	1.066	1.158
1.024	1.145	1.262
1.047	1.162	1.279
1.082	1.23	1.385
1.124	1.297	1.448
1.144	1.311	1.441
1.149	1.282	1.382
1.154	1.252	1.343
1.154	1.245	1.324
1.156	1.24	1.32
1.154	1.23	1.31
1.148	1.219	1.302
1.147	1.221	1.312
1.135	1.245	1.352
1.136	1.279	1.402
1.137	1.305	1.42
1.148	1.299	1.392
1.169	1.301	1.399
1.175	1.308	1.42
1.191	1.314	1.421
1.208	1.314	1.419
1.222	1.321	1.439
1.236	1.364	1.496
1.26	1.364	1.493
1.275	1.353	1.473
1.29	1.336	1.441
1.295	1.322	1.423
1.298	1.312	1.401
1.298	1.306	1.397
1.292	1.311	1.384
1.291	1.312	1.398
1.29	1.327	1.397
1.284	1.318	1.389
1.288	1.318	1.389
1.289	1.335	1.429
1.288	1.369	1.469
1.3	1.387	1.491
1.322	1.385	1.472
1.332	1.386	1.469
1.336	1.375	1.459
1.338	1.361	1.432
1.335	1.363	1.442
1.332	1.373	1.454
1.331	1.401	1.481
1.332	1.404	1.478

1.327	1.406	1.48
1.357	1.452	1.541
1.367	1.465	1.545
1.393	1.454	1.534
1.398	1.448	1.524
1.409	1.475	1.54
1.424	1.51	1.547
1.465	1.565	1.597
1.494	1.6	1.637
1.507	1.609	1.649
1.509	1.597	1.632
1.515	1.569	1.612
1.503	1.524	1.576
1.469	1.486	1.55
1.452	1.482	1.54
1.445	1.475	1.533
1.437	1.474	1.529
1.442	1.468	1.526
1.457	1.46	1.52
1.458	1.452	1.51
1.456	1.451	1.505
1.462	1.452	1.508
1.458	1.455	1.505
1.477	1.465	1.517
1.481	1.512	1.568
1.483	1.532	1.592
1.477	1.516	1.577
1.452	1.513	1.58
1.466	1.507	1.583
1.459	1.511	1.599
1.474	1.549	1.663
1.486	1.607	1.738
1.543	1.733	1.852
1.621	1.828	1.976
1.658	1.842	1.971
1.697	1.835	1.922
1.732	1.844	1.892
1.742	1.831	1.898
1.743	1.843	1.881
1.764	1.871	1.92
1.766	1.85	1.91
1.75	1.838	1.909
1.727	1.813	1.891
1.709	1.781	1.873
1.682	1.763	1.88
1.679	1.778	1.884
1.655	1.791	1.869
1.618	1.785	1.832
1.607	1.763	1.797
1.568	1.728	1.766
1.553	1.725	1.748
1.537	1.677	1.71

1.518	1.582	1.629
1.523	1.556	1.594
1.532	1.562	1.613
1.527	1.562	1.612
1.523	1.566	1.626
1.517	1.567	1.623
1.504	1.557	1.612
1.491	1.548	1.6
1.478	1.522	1.598
1.468	1.525	1.588
1.46	1.518	1.586
1.459	1.533	1.605
1.467	1.534	1.607
1.491	1.552	1.614
1.503	1.552	1.613
1.52	1.557	1.61
1.556	1.563	1.614
1.586	1.554	1.603
1.595	1.553	1.601
1.621	1.58	1.617
1.622	1.58	1.613
1.608	1.562	1.596
1.594	1.573	1.608
1.56	1.58	1.63
1.497	1.555	1.623
1.44	1.532	1.605
1.4	1.499	1.571
1.374	1.454	1.515
1.358	1.43	1.492
1.353	1.417	1.479
1.374	1.42	1.484
1.388	1.469	1.518
1.447	1.536	1.574
1.527	1.575	1.628
1.544	1.616	1.673
1.58	1.602	1.685
1.554	1.554	1.616
1.503	1.459	1.51
1.473	1.443	1.481
1.443	1.445	1.485
1.408	1.417	1.453
1.38	1.405	1.447
1.342	1.391	1.428
1.313	1.363	1.391
1.286	1.339	1.377
1.259	1.303	1.339
1.213	1.259	1.3
1.169	1.214	1.247
1.124	1.19	1.225
1.106	1.234	1.275
1.124	1.259	1.305
1.128	1.256	1.3

1.128	1.226	1.275
1.126	1.197	1.242
1.122	1.214	1.259
1.124	1.224	1.278
1.132	1.232	1.294
1.14	1.234	1.286
1.14	1.214	1.296
1.157	1.257	1.321
1.197	1.327	1.388
1.247	1.36	1.416
1.29	1.386	1.45
1.322	1.397	1.46
1.345	1.405	1.456
1.357	1.405	1.452
1.356	1.39	1.427
1.356	1.39	1.426
1.361	1.387	1.419
1.357	1.375	1.402
1.356	1.383	1.399
1.353	1.391	1.423
1.346	1.383	1.417
1.335	1.382	1.419
1.316	1.387	1.434
1.317	1.395	1.438
1.319	1.391	1.43
1.323	1.389	1.431
1.327	1.383	1.427
1.334	1.382	1.427
1.332	1.376	1.423
1.332	1.387	1.428
1.33	1.405	1.443
1.358	1.459	1.509
1.389	1.48	1.556
1.419	1.506	1.586
1.437	1.548	1.62
1.458	1.557	1.618
1.467	1.534	1.582
1.481	1.536	1.579
1.494	1.534	1.569
1.503	1.527	1.555
1.512	1.526	1.554
1.509	1.524	1.549
1.502	1.521	1.549
1.496	1.517	1.541
1.461	1.5	1.524
1.451	1.489	1.512
1.452	1.487	1.509
1.444	1.478	1.496
1.427	1.471	1.495
1.434	1.506	1.543
1.451	1.54	1.577
1.46	1.546	1.586

1.445	1.52	1.559
1.445	1.528	1.571
1.454	1.543	1.598
1.5	1.576	1.635
1.574	1.653	1.7
1.638	1.742	1.783
1.668	1.745	1.782
1.736	1.805	1.832
1.782	1.886	1.866
1.78	1.879	1.869
1.729	1.785	1.787
1.672	1.724	1.735
1.625	1.662	1.695
1.587	1.625	1.658
1.57	1.606	1.647
1.538	1.56	1.601
1.525	1.544	1.588
1.488	1.491	1.534
1.483	1.484	1.522
1.461	1.483	1.526
1.445	1.474	1.511
1.44	1.473	1.517
1.449	1.57	1.651
1.448	1.563	1.626
1.455	1.556	1.602
1.458	1.567	1.614
1.467	1.572	1.612
1.468	1.59	1.64
1.467	1.602	1.673
1.48	1.619	1.695
1.505	1.648	1.715
1.522	1.69	1.741
1.551	1.707	1.75
1.566	1.681	1.731
1.554	1.641	1.692
1.542	1.604	1.648
1.514	1.574	1.609
1.48	1.558	1.599
1.484	1.551	1.602
1.506	1.569	1.626
1.538	1.577	1.633
1.535	1.573	1.627
1.542	1.576	1.631
1.539	1.579	1.629
1.54	1.596	1.641
1.541	1.612	1.655
1.535	1.605	1.66
1.528	1.635	1.695
1.526	1.639	1.691
1.527	1.635	1.681
1.528	1.63	1.676
1.527	1.628	1.674

1.535	1.641	1.68
1.54	1.632	1.672
1.555	1.639	1.68
1.55	1.653	1.696
1.541	1.741	1.81
1.554	1.789	1.866
1.566	1.788	1.864
1.599	1.851	1.939
1.623	1.845	1.927
1.636	1.801	1.874
1.67	1.795	1.854
1.68	1.817	1.889
1.697	1.885	2.014
1.748	2.026	2.162
1.835	2.112	2.26
1.876	2.103	2.247
1.892	2.146	2.274
1.928	2.255	2.356
1.951	2.25	2.34
1.955	2.198	2.266
1.94	2.105	2.186
1.921	2.063	2.121
1.879	1.998	2.051
1.835	1.959	2.019
1.815	1.969	2.034
1.788	2.01	2.076
1.794	2.04	2.113
1.797	2.033	2.096
1.809	2.031	2.107
1.823	2.036	2.115
1.849	2.03	2.113
1.862	2.029	2.113
1.896	2.061	2.153
1.915	2.051	2.148
1.918	2.038	2.136
1.919	2.04	2.131
1.937	2.088	2.152
1.999	2.169	2.236
2.065	2.238	2.29
2.132	2.276	2.322
2.219	2.337	2.394
2.278	2.38	2.437
2.276	2.37	2.431
2.248	2.324	2.386
2.215	2.274	2.336
2.17	2.242	2.299
2.171	2.233	2.287
2.124	2.181	2.225
2.049	2.097	2.138
1.988	2.047	2.087
1.961	2.04	2.097
1.934	2.011	2.063

1.877	1.973	2.014
1.877	2.001	2.023
1.884	2.027	2.068
1.946	2.085	2.126
1.967	2.113	2.144
2.011	2.19	2.196
2.087	2.321	2.259
2.174	2.412	2.376
2.229	2.45	2.408
2.26	2.442	2.418
2.313	2.471	2.482
2.326	2.483	2.512
2.361	2.541	2.581
2.399	2.585	2.625
2.379	2.554	2.582
2.371	2.549	2.57
2.355	2.53	2.561
2.318	2.481	2.518
2.267	2.397	2.432
2.207	2.339	2.373
2.179	2.317	2.367
2.191	2.339	2.421
2.21	2.364	2.457
2.236	2.391	2.476
2.288	2.433	2.522
2.328	2.467	2.554
2.408	2.526	2.589
2.43	2.53	2.589
2.405	2.53	2.578
2.421	2.594	2.657
2.486	2.801	2.943
2.615	2.891	3.042
2.679	2.897	3.037
2.726	2.92	3.045
2.976	3.149	3.25
2.957	3.093	3.158
2.902	2.985	3.06
2.938	2.978	3.031
3.079	3.174	3.262
3.143	3.167	3.24
3.178	3.178	3.21
3.232	3.142	3.152
3.079	2.951	2.936
2.907	2.821	2.797
2.766	2.738	2.717
2.654	2.652	2.599
2.591	2.617	2.559
2.471	2.538	2.486
2.401	2.5	2.465
2.41	2.505	2.521
2.41	2.523	2.543
2.392	2.519	2.538

2.421	2.577	2.601
2.411	2.565	2.603
2.435	2.608	2.674
2.474	2.64	2.733
2.503	2.645	2.739
2.5	2.621	2.709
2.497	2.594	2.674
2.509	2.623	2.688
2.545	2.711	2.739
2.566	2.725	2.747
2.608	2.716	2.738
2.601	2.698	2.727
2.629	2.753	2.812
2.68	2.812	2.881
2.756	2.881	2.933
2.903	3.026	3.103
3.012	3.098	3.163
3.054	3.18	3.244
3.074	3.192	3.242
3.024	3.175	3.234
3.044	3.161	3.227
3.043	3.159	3.227
3.041	3.149	3.217
3.018	3.117	3.185
2.96	3.068	3.14
2.958	3.056	3.119
2.966	3.06	3.113
2.96	3.051	3.097
2.987	3.047	3.097
3.052	3.066	3.093
3.208	3.113	3.13
3.311	3.218	3.22
3.349	3.237	3.221
3.346	3.229	3.2
3.318	3.199	3.175
3.236	3.137	3.125
3.052	3.014	3.002
2.827	2.892	2.91
2.679	2.789	2.835
2.584	2.697	2.751
2.539	2.655	2.703
2.563	2.628	2.669
2.577	2.602	2.645
2.577	2.606	2.637
2.623	2.673	2.677
2.647	2.724	2.69
2.68	2.76	2.71
2.707	2.86	2.86
2.724	2.931	2.963
2.716	2.887	2.917
2.713	2.856	2.885
2.697	2.853	2.883

2.682	2.824	2.856
2.625	2.749	2.773
2.586	2.695	2.742
2.556	2.687	2.761
2.523	2.72	2.825
2.517	2.777	2.905
2.517	2.784	2.901
2.568	2.79	2.911
2.658	2.795	2.897
2.736	2.811	2.899
2.765	2.813	2.875
2.78	2.803	2.869
2.884	2.885	2.939
2.951	2.921	2.978
2.981	2.956	3.015
2.978	2.953	3.004
2.988	2.952	2.987
2.995	2.935	2.974
2.998	2.919	2.952
2.993	2.921	2.955
2.98	2.939	2.975
2.958	2.931	2.972
2.937	2.941	2.997
2.907	2.958	3.033
2.936	2.985	3.073
2.936	2.972	3.067
2.955	2.987	3.09
2.977	3.031	3.147
2.988	3.061	3.158
3.003	3.058	3.152
3.012	3.077	3.14
2.98	3.019	3.054
2.977	2.996	3.016
2.947	2.965	2.986
2.939	2.972	2.985
2.955	2.982	2.995
2.972	2.998	3.023
3.028	3.054	3.093
3.1	3.09	3.143
3.139	3.167	3.197
3.169	3.229	3.249
3.229	3.323	3.338
3.281	3.394	3.406
3.411	3.508	3.524
3.532	3.608	3.663
3.507	3.586	3.624
3.527	3.587	3.62
3.487	3.532	3.567
3.397	3.44	3.455
3.319	3.415	3.426
3.268	3.411	3.434
3.269	3.451	3.491

3.276	3.474	3.526
3.261	3.42	3.459
3.229	3.327	3.36
3.236	3.301	3.346
3.26	3.325	3.377
3.264	3.347	3.393
3.35	3.454	3.511
3.473	3.609	3.672
3.573	3.736	3.803
3.732	3.885	3.955
3.892	4.018	4.083
3.953	4.056	4.119
3.972	4.049	4.112
3.974	4.052	4.118
4.039	4.176	4.234
4.111	4.255	4.317
4.141	4.312	4.39
4.156	4.303	4.382
4.276	4.454	4.547
4.442	4.61	4.737
4.653	4.883	5.027
4.68	4.878	5.027
4.698	4.874	4.992
4.685	4.852	4.969
4.652	4.816	4.922
4.638	4.817	4.928
4.672	4.886	5.001
4.718	4.909	5.026
4.714	4.845	4.964
4.657	4.766	4.869
4.605	4.664	4.781
4.473	4.511	4.607
4.319	4.356	4.422
4.227	4.286	4.359
4.184	4.248	4.282
4.105	4.156	4.185
4.041	4.056	4.053
3.964	3.943	3.951
3.944	3.941	3.963
3.886	3.847	3.869
3.697	3.622	3.656
3.555	3.433	3.46
3.375	3.233	3.286
3.157	3.052	3.057
2.964	2.91	2.913
2.822	2.768	2.754
2.644	2.608	2.605
2.577	2.553	2.538
2.447	2.421	2.402
2.35	2.303	2.292
2.272	2.274	2.251
2.25	2.273	2.241

2.215	2.275	2.239
2.235	2.353	2.334
2.249	2.338	2.319
2.243	2.319	2.296
2.229	2.303	2.288
2.211	2.292	2.269
2.183	2.284	2.262
2.158	2.238	2.219
2.091	2.185	2.144
2.017	2.12	2.075
1.988	2.091	2.049
2.036	2.15	2.129
2.146	2.282	2.297
2.213	2.311	2.335
2.25	2.336	2.35
2.274	2.327	2.34
2.27	2.315	2.32
2.262	2.306	2.316
2.27	2.329	2.337
2.274	2.34	2.354
2.302	2.384	2.407
2.343	2.46	2.502
2.442	2.603	2.676
2.52	2.655	2.734
2.614	2.72	2.789
2.631	2.712	2.785
2.648	2.706	2.787
2.619	2.641	2.727
2.559	2.595	2.703
2.54	2.617	2.72
2.537	2.643	2.763
2.573	2.7	2.842
2.633	2.744	2.872
2.671	2.785	2.88
2.692	2.802	2.893
2.682	2.786	2.866
2.683	2.795	2.847
2.678	2.783	2.827
2.658	2.742	2.807
2.645	2.722	2.792
2.65	2.732	2.791
2.704	2.822	2.874
2.776	2.904	2.968
2.81	2.91	2.974
2.823	2.909	2.972
2.82	2.899	2.964
2.825	2.896	2.954
2.817	2.888	2.948
2.806	2.884	2.942
2.783	2.855	2.915
2.74	2.825	2.891
2.728	2.841	2.902

2.746	2.908	2.959
2.814	2.971	3.032
2.827	2.947	3.008
2.817	2.915	2.987
2.797	2.876	2.95
2.782	2.86	2.92
2.777	2.846	2.902
2.827	2.918	2.98
2.851	2.956	3.023
2.89	3.003	3.057
2.923	3.005	3.065
2.954	3.027	3.072
2.968	3.027	3.073
3.044	3.113	3.147
3.082	3.187	3.221
3.109	3.203	3.228
3.137	3.211	3.227
3.166	3.243	3.26
3.169	3.233	3.269
3.157	3.204	3.238
3.107	3.132	3.162
3.061	3.082	3.094
3.02	3.058	3.068
2.989	3.054	3.068
2.98	3.093	3.125
2.956	3.099	3.147
2.928	3.077	3.132
2.912	3.057	3.123
2.902	3.042	3.116
2.92	3.06	3.125
2.937	3.071	3.132
2.991	3.124	3.183
3.011	3.129	3.186
3.016	3.114	3.171
3.019	3.101	3.15
3.021	3.104	3.145
3.031	3.101	3.142
3.037	3.12	3.15
3.014	3.121	3.139
3.024	3.165	3.179
3.085	3.239	3.215
3.112	3.249	3.232
3.128	3.243	3.229
3.141	3.242	3.237
3.199	3.273	3.279
3.278	3.329	3.339
3.265	3.316	3.34
3.272	3.3	3.328
3.276	3.321	3.352
3.285	3.361	3.403
3.29	3.366	3.407
3.311	3.405	3.47

3.332	3.443	3.507	
3.334	3.445	3.516	
3.374	3.509	3.562	
3.388	3.531	3.602	
3.396	3.533	3.612	
3.459	3.63	3.707	
3.511	3.671	3.747	
3.568	3.729	3.799	
3.698	3.892	3.964	
3.845	4.046	4.122	
3.888	4.091	4.17	
3.925	4.104	4.199	
3.959	4.155	4.256	
4.017	4.209	4.323	
4.097	4.308	4.397	
4.126	4.319	4.44	
4.134	4.305	4.438	
4.156	4.328	4.465	
4.156	4.307	4.459	
4.134	4.248	4.371	
4.101	4.201	4.287	
4.02	4.161	4.227	
4.015	4.146	4.223	
3.988	4.163	4.245	
3.959	4.156	4.236	
3.885	4.069	4.146	
3.851	3.993	4.065	
3.838	4.012	4.099	
3.827	4.005	4.114	
3.848	4.038	4.145	
3.855	4	4.136	
3.851	3.949	4.067	
3.826	3.863	3.957	
3.815	3.855	3.928	
3.839	3.908	3.958	
3.89	3.981	4.058	
3.903	3.984	4.067	
3.892	3.977	4.062	
3.867	3.957	4.039	
3.846	3.927	4.007	
3.828	3.91	3.977	
3.885	4.01	4.053	
3.909	4.049	4.096	
3.959	4.107	4.163	
3.978	4.109	4.213	
4.093	4.171	4.27	
4.144	4.191	4.271	
4.094	4.142	4.224	
4.035	4.105	4.172	
3.991	4.061	4.122	3.99
3.913	3.992	4.047	3.928
3.861	3.978	4.039	3.906

3.836	3.979	4.046	3.9
3.843	4.026	4.111	3.927
3.823	4.037	4.116	3.945
3.817	4.037	4.121	3.938
3.816	4.033	4.12	3.93
3.817	4.036	4.128	3.928
3.841	4.121	4.209	4.017
3.857	4.164	4.258	4.054
3.919	4.326	4.41	4.227
3.986	4.372	4.454	4.275
4.069	4.421	4.483	4.348
4.119	4.431	4.481	4.372
4.136	4.433	4.476	4.383
4.125	4.42	4.456	4.378
4.129	4.411	4.44	4.377
4.129	4.389	4.418	4.356
4.09	4.345	4.384	4.299
4.072	4.33	4.396	4.252
4.047	4.312	4.385	4.226
4.004	4.277	4.349	4.192
3.987	4.233	4.303	4.152
3.948	4.164	4.228	4.089
3.919	4.101	4.169	4.022
3.873	3.991	4.066	3.902
3.832	3.899	3.966	3.82
3.779	3.839	3.908	3.758
3.705	3.787	3.876	3.682
3.68	3.798	3.882	3.698
3.672	3.803	3.886	3.705
3.701	3.901	3.976	3.812
3.729	3.898	3.967	3.816
3.813	3.959	4.023	3.883
3.958	4.152	4.215	4.078
4.062	4.254	4.313	4.184
4.149	4.353	4.409	4.288
4.217	4.424	4.493	4.343
4.242	4.423	4.477	4.358
4.256	4.399	4.466	4.321
4.228	4.323	4.386	4.249
4.205	4.301	4.376	4.212
4.194	4.319	4.414	4.207
4.268	4.346	4.437	4.238
4.243	4.298	4.385	4.195
4.195	4.187	4.268	4.092
4.16	4.153	4.225	4.068
4.104	4.131	4.16	4.098
4.059	4.094	4.142	4.038
4.057	4.115	4.153	4.07
3.989	4.097	4.139	4.046
3.938	4.042	4.093	3.982
3.866	3.997	4.051	3.933
3.791	3.989	4.052	3.915

3.746	3.991	4.045	3.928
3.688	3.988	4.048	3.918
3.661	3.988	4.063	3.9
3.678	4.004	4.082	3.911
3.736	4.049	4.137	3.946
3.844	4.166	4.242	4.076
3.964	4.265	4.331	4.187
4.032	4.303	4.361	4.236
4.057	4.299	4.365	4.221
4.047	4.28	4.341	4.207
4.01	4.227	4.28	4.165
3.971	4.162	4.212	4.105
3.935	4.101	4.147	4.046
3.922	4.116	4.2	4.016
3.899	4.117	4.196	4.023
3.882	4.066	4.147	3.97
3.846	3.99	4.079	3.885
3.81	3.949	4.047	3.833
3.804	3.923	4.001	3.83
3.822	3.969	4.042	3.883
3.848	4.008	4.072	3.932
3.863	3.986	4.044	3.917
3.866	3.968	4.025	3.899
3.865	3.945	4.008	3.87
3.848	3.954	4.022	3.874
3.836	3.963	4.035	3.879
3.819	3.942	4.015	3.856
3.811	3.951	4.026	3.864
3.829	3.997	4.065	3.917
3.866	4.041	4.113	3.956
3.913	4.052	4.122	3.97
3.931	4.054	4.133	3.961
3.93	4.045	4.128	3.946
3.92	4.057	4.134	3.965
3.927	4.072	4.156	3.973
3.937	4.128	4.21	4.032
3.934	4.142	4.225	4.045
3.941	4.138	4.228	4.032
3.943	4.111	4.209	3.995
3.927	4.075	4.172	3.961
3.915	4.052	4.15	3.936
3.889	4.047	4.139	3.939
3.875	4.049	4.129	3.954
3.865	4.036	4.117	3.941
3.857	4.015	4.092	3.923
3.836	3.976	4.055	3.881
3.836	3.954	4.022	3.872
3.837	3.954	4.023	3.872
3.858	3.998	4.056	3.929
3.851	3.993	4.066	3.906
3.852	3.982	4.066	3.884
3.853	3.985	4.073	3.883

3.889	4.025	4.104	3.93
3.901	4.034	4.119	3.934
3.886	3.996	4.085	3.891
3.86	3.966	4.056	3.861
3.863	3.979	4.068	3.875
3.86	3.994	4.072	3.902
3.868	3.998	4.08	3.901
3.905	4	4.075	3.911
3.95	4.035	4.109	3.948
3.983	4.038	4.119	3.943
4	4.042	4.112	3.96
3.991	4.02	4.087	3.942
3.984	4.009	4.081	3.925
3.975	3.99	4.06	3.908
3.955	3.982	4.056	3.894
3.942	3.981	4.056	3.893
3.976	4.03	4.102	3.945
3.982	4.055	4.14	3.954
3.978	4.046	4.132	3.944
3.97	4.036	4.126	3.928
3.954	4.025	4.11	3.923
3.946	4.027	4.109	3.929
3.936	4.021	4.103	3.923
3.909	3.995	4.074	3.899
3.892	3.994	4.069	3.903
3.913	4.053	4.119	3.973
3.917	4.073	4.138	3.994
3.909	4.067	4.135	3.985
3.896	4.052	4.119	3.971
3.889	4.026	4.096	3.942
3.888	4.017	4.09	3.928
3.877	4.016	4.087	3.93
3.876	4.016	4.084	3.935
3.871	4.015	4.086	3.93
3.875	4.01	4.084	3.921
3.868	4.03	4.079	3.973
3.869	4.034	4.079	3.979
3.858	4.019	4.062	3.967
3.841	3.99	4.041	3.929
3.806	3.948	4.007	3.876
3.787	3.933	3.998	3.855
3.75	3.891	3.965	3.802
3.738	3.835	3.913	3.742
3.714	3.799	3.876	3.706
3.713	3.789	3.861	3.704
3.796	3.782	3.841	3.712
3.767	3.762	3.797	3.72
3.74	3.721	3.753	3.682
3.727	3.692	3.726	3.651
3.655	3.593	3.655	3.519
3.504	3.469	3.55	3.371
3.338	3.33	3.415	3.228

3.239	3.269	3.364	3.155
3.139	3.22	3.341	3.074
3.027	3.126	3.25	2.978
2.884	3.011	3.165	2.826
2.812	2.942	3.09	2.763
2.783	2.886	3.027	2.716
2.776	2.924	3.061	2.756
2.77	2.997	3.142	2.817
2.762	3.065	3.208	2.889
2.779	3.097	3.229	2.934
2.801	3.096	3.233	2.926
2.812	3.064	3.202	2.894
2.767	3.001	3.152	2.815
2.743	2.945	3.096	2.758
2.725	2.918	3.061	2.742
2.703	2.914	3.071	2.72
2.713	2.965	3.102	2.796
2.731	3.026	3.156	2.865
2.764	3.112	3.227	2.971
2.772	3.139	3.25	3.002
2.813	3.162	3.268	3.033
2.83	3.174	3.269	3.057
2.835	3.163	3.249	3.055
2.825	3.121	3.217	3.001
2.808	3.101	3.182	3.001
2.799	3.097	3.17	3.007
2.776	3.068	3.141	2.978
2.785	3.069	3.142	2.978
2.787	3.037	3.133	2.919
2.77	3.004	3.111	2.873
2.735	2.957	3.072	2.814
2.685	2.906	3.024	2.761
2.64	2.846	2.96	2.706
2.627	2.831	2.945	2.69
2.592	2.767	2.894	2.61
2.562	2.723	2.851	2.564
2.567	2.746	2.872	2.59
2.554	2.733	2.863	2.571
2.522	2.714	2.848	2.55
2.486	2.692	2.815	2.541
2.501	2.694	2.803	2.56
2.516	2.73	2.833	2.603
2.523	2.704	2.808	2.576
2.508	2.703	2.813	2.567
2.497	2.697	2.817	2.549
2.488	2.716	2.803	2.607
2.488	2.695	2.769	2.602
2.474	2.653	2.733	2.555
2.451	2.624	2.717	2.51
2.41	2.603	2.704	2.477
2.375	2.552	2.65	2.431
2.304	2.505	2.611	2.373

2.227	2.478	2.609	2.318
2.191	2.464	2.595	2.303
2.134	2.426	2.562	2.258
2.078	2.359	2.489	2.198
2.015	2.325	2.459	2.16
1.969	2.273	2.399	2.117
1.914	2.236	2.369	2.073
1.866	2.194	2.316	2.043
1.861	2.181	2.288	2.05
1.881	2.191	2.302	2.054
1.927	2.219	2.316	2.097
1.999	2.285	2.39	2.153
2.056	2.311	2.418	2.179
2.094	2.315	2.425	2.177
2.123	2.317	2.426	2.179
2.142	2.332	2.437	2.2
2.171	2.371	2.466	2.251
2.202	2.406	2.505	2.282
2.255	2.481	2.579	2.357
2.277	2.493	2.594	2.368
2.324	2.53	2.615	2.425
2.358	2.597	2.673	2.502
2.375	2.65	2.718	2.565
2.39	2.681	2.746	2.6
2.413	2.711	2.791	2.61
2.413	2.706	2.786	2.606
2.429	2.713	2.803	2.6
2.436	2.709	2.798	2.599
2.445	2.708	2.798	2.596
2.435	2.686	2.78	2.569
2.434	2.663	2.764	2.536
2.419	2.63	2.741	2.492
2.396	2.595	2.707	2.454
2.394	2.583	2.696	2.441
2.435	2.623	2.723	2.498
2.476	2.658	2.741	2.555
2.493	2.664	2.746	2.563
2.489	2.666	2.756	2.553
2.482	2.652	2.754	2.524
2.465	2.64	2.739	2.515
2.467	2.658	2.766	2.524
2.508	2.712	2.809	2.591
2.546	2.742	2.828	2.635
2.55	2.747	2.828	2.645
2.541	2.766	2.855	2.655
2.532	2.766	2.84	2.673
2.492	2.757	2.837	2.657
2.455	2.73	2.804	2.637
2.45	2.727	2.8	2.635
2.457	2.77	2.843	2.679
2.447	2.772	2.837	2.69
2.495	2.788	2.854	2.705

2.516	2.807	2.871	2.727
2.535	2.847	2.921	2.757
2.541	2.873	2.953	2.774
2.538	2.855	2.937	2.755
2.532	2.846	2.923	2.75
2.516	2.845	2.927	2.744
2.515	2.856	2.944	2.748
2.522	2.869	2.957	2.761
2.548	2.876	2.966	2.767
2.582	2.877	2.962	2.772
2.625	2.877	2.956	2.779
2.617	2.846	2.936	2.736
2.59	2.826	2.928	2.702
2.597	2.822	2.919	2.703
2.623	2.839	2.923	2.735
2.64	2.862	2.935	2.772
2.652	2.877	2.946	2.791
2.662	2.875	2.947	2.786
2.666	2.864	2.937	2.775
2.651	2.846	2.927	2.747
2.626	2.824	2.902	2.728
2.629	2.828	2.912	2.725
2.661	2.843	2.931	2.735
2.664	2.836	2.927	2.724
2.644	2.805	2.906	2.681
2.625	2.782	2.884	2.655
2.592	2.757	2.863	2.626
2.585	2.759	2.866	2.628
2.584	2.771	2.867	2.653
2.587	2.771	2.865	2.656
2.598	2.788	2.877	2.678
2.615	2.816	2.907	2.704
2.673	2.848	2.93	2.747
2.7	2.877	2.949	2.788
2.714	2.883	2.961	2.786
2.717	2.91	2.995	2.806
2.798	3.044	3.135	2.931
2.827	3.102	3.179	3.007
2.813	3.103	3.179	3.009
2.832	3.103	3.18	3.008
2.86	3.109	3.182	3.018
2.856	3.088	3.166	2.993
2.886	3.089	3.159	3.003
2.917	3.098	3.166	3.015
2.943	3.111	3.185	3.02
2.965	3.332	3.541	3.075
2.992	3.39	3.61	3.12
3.003	3.378	3.599	3.107
3.026	3.38	3.597	3.113
3.019	3.373	3.585	3.106
2.991	3.344	3.56	3.072
2.958	3.327	3.552	3.044

2.948	3.312	3.539	3.026
2.981	3.361	3.59	3.073
2.974	3.394	3.638	3.087
2.984	3.401	3.641	3.098
2.955	3.395	3.643	3.083
2.967	3.434	3.683	3.12
2.981	3.46	3.711	3.144
2.972	3.432	3.689	3.107
2.953	3.399	3.658	3.072
2.936	3.397	3.66	3.064
2.91	3.392	3.652	3.064
2.903	3.386	3.652	3.052
2.925	3.384	3.641	3.06
2.991	3.438	3.669	3.147
3.044	3.487	3.714	3.202
3.086	3.5	3.717	3.226
3.137	3.583	3.787	3.326
3.181	3.616	3.815	3.366
3.215	3.64	3.834	3.394
3.249	3.662	3.863	3.409
3.316	3.731	3.929	3.482
3.348	3.765	3.973	3.503
3.353	3.784	3.997	3.514
3.359	3.784	4.003	3.508
3.344	3.769	3.99	3.489
3.339	3.753	3.976	3.473
3.321	3.735	3.959	3.453
3.358	3.746	3.96	3.475
3.37	3.749	3.97	3.471
3.37	3.741	3.968	3.456
3.369	3.718	3.943	3.436
3.361	3.72	3.945	3.437
3.361	3.717	3.943	3.432
3.358	3.714	3.942	3.425
3.349	3.706	3.929	3.423
3.364	3.719	3.945	3.433
3.364	3.742	3.959	3.469
3.367	3.746	3.969	3.465
3.363	3.755	3.979	3.473
3.355	3.759	3.986	3.473
3.367	3.802	4.038	3.506
3.39	3.866	4.111	3.558
3.4	3.88	4.109	3.591
3.408	3.871	4.096	3.587
3.405	3.848	4.074	3.564
3.398	3.833	4.068	3.538
3.378	3.807	4.04	3.514
3.36	3.767	4	3.475
3.339	3.739	3.964	3.455
3.291	3.694	3.922	3.406
3.239	3.652	3.887	3.357
3.178	3.604	3.835	3.313

3.11	3.588	3.832	3.281
3.071	3.562	3.813	3.246
3.026	3.528	3.805	3.18
2.987	3.471	3.742	3.13
2.944	3.463	3.739	3.115
2.911	3.448	3.726	3.099
2.883	3.435	3.711	3.087
2.87	3.435	3.714	3.084
2.887	3.458	3.739	3.104
2.913	3.493	3.772	3.141
2.939	3.503	3.779	3.155
2.939	3.505	3.778	3.162
2.944	3.497	3.781	3.139
2.974	3.526	3.819	3.156
3.007	3.541	3.849	3.153
3.028	3.591	3.91	3.189
3.082	3.651	3.967	3.252
3.143	3.696	4.003	3.309
3.183	3.73	4.035	3.346
3.186	3.765	4.097	3.345
3.181	3.79	4.136	3.355
3.192	3.794	4.145	3.352
3.181	3.782	4.134	3.338
3.163	3.76	4.109	3.32
3.114	3.715	4.058	3.282
3.072	3.666	4.006	3.238
3.03	3.631	3.968	3.206
2.998	3.628	3.963	3.205
2.98	3.624	3.953	3.208
2.975	3.624	3.952	3.209
2.978	3.611	3.939	3.198
2.967	3.606	3.94	3.186
2.965	3.605	3.94	3.182
2.94	3.58	3.909	3.164
2.939	3.564	3.887	3.158
2.936	3.556	3.887	3.139
2.924	3.555	3.885	3.139
2.933	3.548	3.878	3.131
2.959	3.574	3.901	3.161
3.034	3.65	3.976	3.238
3.032	3.645	3.976	3.228
3.022	3.642	3.981	3.215
3.041	3.653	3.982	3.24
3.044	3.675	3.98	3.29
3.082	3.724	3.998	3.379
3.166	3.746	4.011	3.413
3.203	3.758	4.014	3.435
3.232	3.756	4.003	3.444
3.246	3.72	3.983	3.387
3.241	3.704	3.96	3.382
3.207	3.647	3.904	3.323
3.161	3.616	3.882	3.28

3.127	3.594	3.866	3.252
3.113	3.623	3.899	3.274
3.1	3.616	3.895	3.264
3.065	3.593	3.872	3.241
3.01	3.574	3.866	3.206
2.984	3.565	3.857	3.198
2.944	3.517	3.812	3.146
2.895	3.481	3.784	3.098
2.858	3.468	3.774	3.081
2.849	3.459	3.778	3.072
2.826	3.424	3.728	3.054
2.803	3.399	3.705	3.026
2.742	3.322	3.625	2.954
2.68	3.248	3.552	2.879
2.592	3.126	3.395	2.798
2.541	3.09	3.368	2.754
2.497	3.028	3.302	2.695
2.471	2.974	3.248	2.64
2.434	2.934	3.214	2.593
2.37	2.899	3.191	2.545
2.346	2.9	3.182	2.557
2.338	2.887	3.171	2.543
2.348	2.902	3.182	2.561
2.34	2.9	3.181	2.56
2.351	2.918	3.198	2.578
2.346	2.93	3.218	2.579
2.353	2.945	3.237	2.591
2.343	2.948	3.246	2.586
2.345	2.96	3.26	2.596
2.345	2.954	3.251	2.594
2.343	2.954	3.248	2.597
2.342	2.954	3.256	2.586
2.343	2.955	3.253	2.592
2.369	2.955	3.256	2.588
2.365	2.958	3.264	2.586
2.369	2.96	3.265	2.59
2.385	2.972	3.276	2.603
2.378	2.964	3.276	2.584
2.368	2.955	3.267	2.575
2.348	2.941	3.257	2.557
2.336	2.928	3.236	2.554
2.319	2.928	3.252	2.534
2.33	2.933	3.258	2.538
2.326	2.924	3.239	2.542
2.324	2.92	3.235	2.537
2.324	2.92	3.231	2.541
2.372	2.937	3.237	2.572
2.49	2.99	3.24	2.686
2.515	3.007	3.253	2.713
2.54	3.04	3.288	2.742
2.541	3.044	3.311	2.724
2.556	3.073	3.342	2.751

2.582	3.097	3.37	2.768
2.588	3.113	3.399	2.77
2.586	3.116	3.404	2.771
2.59	3.139	3.427	2.793
2.603	3.155	3.448	2.804
2.613	3.176	3.477	2.816
2.641	3.199	3.497	2.841
2.699	3.258	3.558	2.897
2.787	3.328	3.635	2.96
2.856	3.432	3.739	3.063
2.983	3.541	3.846	3.174
3.131	3.593	3.897	3.228
3.276	3.641	3.951	3.27
3.317	3.678	3.98	3.315
3.294	3.659	3.982	3.272
3.279	3.653	3.981	3.259
3.256	3.644	3.975	3.248
3.232	3.645	3.977	3.248
3.228	3.651	3.986	3.25
3.25	3.664	3.983	3.282
3.307	3.692	4.008	3.313
3.361	3.735	4.029	3.383
3.362	3.751	4.047	3.395
3.377	3.762	4.055	3.41
3.386	3.786	4.069	3.446
3.382	3.802	4.084	3.465
3.393	3.809	4.099	3.462
3.433	3.839	4.127	3.494
3.516	3.896	4.185	3.55
3.594	3.905	4.187	3.568
3.634	3.929	4.205	3.598
3.647	3.934	4.204	3.61
3.666	3.993	4.271	3.661
3.675	4.009	4.288	3.675
3.657	4.029	4.319	3.682
3.639	3.992	4.284	3.643
3.628	3.997	4.291	3.645
3.645	4.02	4.316	3.664
3.636	4.016	4.313	3.661
3.629	4.026	4.329	3.663
3.605	4.032	4.339	3.664
3.64	4.072	4.369	3.717
3.673	4.133	4.425	3.784
3.732	4.226	4.53	3.86
3.779	4.278	4.6	3.891
3.814	4.324	4.651	3.932
3.833	4.371	4.701	3.974
3.838	4.424	4.769	4.009
3.841	4.421	4.784	4.009
3.824	4.45	4.818	4.032
3.78	4.416	4.789	3.992
3.758	4.398	4.775	3.97

3.731	4.381	4.768	3.941
3.704	4.371	4.771	3.917
3.687	4.369	4.758	3.927
3.666	4.417	4.782	4.002
3.678	4.451	4.789	4.067
3.698	4.49	4.824	4.11
3.757	4.544	4.862	4.184
3.861	4.622	4.949	4.25
3.911	4.651	4.994	4.261
3.931	4.679	5.051	4.256
3.976	4.711	5.077	4.295
4.542	5.393	5.759	4.978
4.966	5.867	6.264	5.416
4.887	5.797	6.218	5.319
5.044	5.874	6.289	5.402
5.055	5.832	6.289	5.312
5.042	5.761	6.223	5.236
5.094	5.795	6.25	5.278
5.154	5.841	6.277	5.346
5.406	6.021	6.412	5.577

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Sourcekey	EMD_EPD2D_PTE_NUS _DPG	EMD_EPD2D_PTE_R10 _DPG	EMD_EPD2D_PTE_R1X _DPG	
Date	U.S. No 2 Diesel Retail Prices (Dollars per Gallon)	East Coast No 2 Diesel Retail Prices (Dollars per Gallon)	New England (PADD 1A) No 2 Diesel Retail Prices (Dollars per Gallon)	
Mar-1994				
Apr-1994	1.107		1.118	
May-1994	1.1		1.11	
Jun-1994	1.103		1.11	
Jul-1994	1.11		1.117	
Aug-1994	1.123		1.124	
Sep-1994	1.125		1.117	
Oct-1994	1.122		1.115	
Nov-1994	1.131		1.127	
Dec-1994	1.113		1.117	
Jan-1995	1.098		1.113	
Feb-1995	1.088		1.102	
Mar-1995	1.088		1.093	
Apr-1995	1.104		1.098	
May-1995	1.126		1.122	
Jun-1995	1.12		1.119	
Jul-1995	1.1		1.103	
Aug-1995	1.105		1.1	
Sep-1995	1.119		1.107	
Oct-1995	1.115		1.102	
Nov-1995	1.12		1.1	
Dec-1995	1.13		1.115	
Jan-1996	1.145		1.15	
Feb-1996	1.145		1.158	
Mar-1996	1.183		1.196	
Apr-1996	1.275		1.271	
May-1996	1.273		1.248	
Jun-1996	1.201		1.185	
Jul-1996	1.176		1.17	
Aug-1996	1.201		1.189	
Sep-1996	1.265		1.243	
Oct-1996	1.323		1.317	
Nov-1996	1.323		1.316	
Dec-1996	1.309		1.319	
Jan-1997	1.291		1.312	
Feb-1997	1.28		1.286	
Mar-1997	1.229		1.221	
Apr-1997	1.212		1.196	
May-1997	1.196		1.185	
Jun-1997	1.173		1.163	1.232
Jul-1997	1.151		1.151	1.214
Aug-1997	1.165		1.164	1.221
Sep-1997	1.16		1.153	1.22
Oct-1997	1.183		1.183	1.223

Nov-1997	1.192	1.182	1.225
Dec-1997	1.166	1.16	1.228
Jan-1998	1.12	1.129	1.21
Feb-1998	1.084	1.104	1.184
Mar-1998	1.063	1.077	1.144
Apr-1998	1.067	1.073	1.127
May-1998	1.069	1.073	1.122
Jun-1998	1.041	1.05	1.107
Jul-1998	1.029	1.038	1.096
Aug-1998	1.007	1.009	1.078
Sep-1998	1.024	1.021	1.076
Oct-1998	1.039	1.039	1.092
Nov-1998	1.022	1.024	1.092
Dec-1998	0.973	0.981	1.077
Jan-1999	0.967	0.976	1.071
Feb-1999	0.959	0.966	1.062
Mar-1999	0.997	0.993	1.06
Apr-1999	1.079	1.053	1.1
May-1999	1.073	1.055	1.108
Jun-1999	1.074	1.052	1.109
Jul-1999	1.122	1.101	1.144
Aug-1999	1.172	1.147	1.191
Sep-1999	1.215	1.197	1.232
Oct-1999	1.228	1.216	1.284
Nov-1999	1.263	1.246	1.304
Dec-1999	1.292	1.284	1.359
Jan-2000	1.356	1.397	1.598
Feb-2000	1.461	1.553	1.859
Mar-2000	1.479	1.488	1.563
Apr-2000	1.422	1.419	1.476
May-2000	1.42	1.421	1.495
Jun-2000	1.421	1.426	1.514
Jul-2000	1.434	1.44	1.522
Aug-2000	1.466	1.473	1.534
Sep-2000	1.637	1.62	1.67
Oct-2000	1.637	1.618	1.701
Nov-2000	1.621	1.629	1.728
Dec-2000	1.565	1.587	1.741
Jan-2001	1.524	1.558	1.674
Feb-2001	1.492	1.517	1.609
Mar-2001	1.399	1.407	1.534
Apr-2001	1.422	1.431	1.534
May-2001	1.496	1.447	1.533
Jun-2001	1.482	1.438	1.525
Jul-2001	1.375	1.374	1.484
Aug-2001	1.39	1.372	1.458
Sep-2001	1.495	1.422	1.475
Oct-2001	1.348	1.315	1.43
Nov-2001	1.259	1.245	1.362
Dec-2001	1.167	1.184	1.302
Jan-2002	1.153	1.184	1.294
Feb-2002	1.152	1.18	1.288

Mar-2002	1.23	1.242	1.315
Apr-2002	1.309	1.31	1.379
May-2002	1.305	1.312	1.396
Jun-2002	1.286	1.291	1.388
Jul-2002	1.299	1.302	1.389
Aug-2002	1.328	1.325	1.412
Sep-2002	1.411	1.393	1.448
Oct-2002	1.462	1.448	1.488
Nov-2002	1.42	1.411	1.494
Dec-2002	1.429	1.433	1.512
Jan-2003	1.488	1.514	1.59
Feb-2003	1.654	1.699	1.813
Mar-2003	1.708	1.77	1.932
Apr-2003	1.533	1.6	1.696
May-2003	1.451	1.497	1.601
Jun-2003	1.424	1.437	1.563
Jul-2003	1.435	1.442	1.563
Aug-2003	1.487	1.474	1.573
Sep-2003	1.467	1.458	1.564
Oct-2003	1.481	1.474	1.577
Nov-2003	1.482	1.479	1.587
Dec-2003	1.49	1.499	1.628
Jan-2004	1.551	1.584	1.725
Feb-2004	1.582	1.609	1.773
Mar-2004	1.629	1.635	1.76
Apr-2004	1.692	1.649	1.754
May-2004	1.746	1.689	1.789
Jun-2004	1.711	1.69	1.809
Jul-2004	1.739	1.72	1.818
Aug-2004	1.833	1.82	1.911
Sep-2004	1.917	1.912	1.998
Oct-2004	2.134	2.138	2.247
Nov-2004	2.147	2.167	2.282
Dec-2004	2.009	2.068	2.209
Jan-2005	1.959	2.019	2.183
Feb-2005	2.027	2.046	2.215
Mar-2005	2.214	2.213	2.334
Apr-2005	2.292	2.288	2.423
May-2005	2.199	2.215	2.367
Jun-2005	2.29	2.322	2.418
Jul-2005	2.373	2.394	2.515
Aug-2005	2.5	2.483	2.578
Sep-2005	2.819	2.827	2.89
Oct-2005	3.095	3.062	2.916
Nov-2005	2.573	2.545	2.679
Dec-2005	2.443	2.467	2.62
Jan-2006	2.467	2.509	2.663
Feb-2006	2.475	2.506	2.616
Mar-2006	2.559	2.583	2.686
Apr-2006	2.728	2.748	2.832
May-2006	2.897	2.887	2.98
Jun-2006	2.898	2.89	2.965

Jul-2006	2.934	2.91	2.966
Aug-2006	3.045	2.988	3.056
Sep-2006	2.783	2.759	2.882
Oct-2006	2.519	2.538	2.643
Nov-2006	2.545	2.524	2.622
Dec-2006	2.61	2.602	2.733
Jan-2007	2.485	2.47	2.631
Feb-2007	2.488	2.476	2.626
Mar-2007	2.667	2.648	2.715
Apr-2007	2.834	2.815	2.843
May-2007	2.796	2.787	2.878
Jun-2007	2.808	2.804	2.89
Jul-2007	2.868	2.852	2.945
Aug-2007	2.869	2.841	2.925
Sep-2007	2.953	2.944	3.002
Oct-2007	3.075	3.066	3.159
Nov-2007	3.396	3.391	3.484
Dec-2007	3.341	3.386	3.586
Jan-2008	3.308	3.374	3.611
Feb-2008	3.377	3.429	3.602
Mar-2008	3.881	3.933	4.028
Apr-2008	4.084	4.14	4.263
May-2008	4.425	4.474	4.563
Jun-2008	4.677	4.734	4.838
Jul-2008	4.703	4.762	4.857
Aug-2008	4.302	4.361	4.531
Sep-2008	4.024	4.078	4.221
Oct-2008	3.576	3.647	3.808
Nov-2008	2.876	2.998	3.208
Dec-2008	2.449	2.559	2.774
Jan-2009	2.292	2.374	2.606
Feb-2009	2.195	2.268	2.558
Mar-2009	2.092	2.163	2.427
Apr-2009	2.22	2.264	2.412
May-2009	2.227	2.266	2.397
Jun-2009	2.529	2.55	2.598
Jul-2009	2.54	2.558	2.623
Aug-2009	2.634	2.663	2.712
Sep-2009	2.626	2.637	2.715
Oct-2009	2.672	2.683	2.743
Nov-2009	2.792	2.812	2.87
Dec-2009	2.745	2.763	2.865
Jan-2010	2.845	2.889	3.031
Feb-2010	2.785	2.834	3.008
Mar-2010	2.915	2.944	3.022
Apr-2010	3.059	3.068	3.087
May-2010	3.069	3.083	3.121
Jun-2010	2.948	2.968	3.036
Jul-2010	2.911	2.927	3.02
Aug-2010	2.959	2.959	3.013
Sep-2010	2.946	2.938	2.996
Oct-2010	3.052	3.05	3.109

Nov-2010	3.14	3.14	3.204
Dec-2010	3.243	3.257	3.367
Jan-2011	3.388	3.429	3.536
Feb-2011	3.584	3.634	3.785
Mar-2011	3.905	3.936	4.077
Apr-2011	4.064	4.07	4.174
May-2011	4.047	4.059	4.188
Jun-2011	3.933	3.95	4.077
Jul-2011	3.905	3.937	4.023
Aug-2011	3.86	3.894	4.01
Sep-2011	3.837	3.856	3.981
Oct-2011	3.798	3.808	3.924
Nov-2011	3.962	3.944	4.02
Dec-2011	3.861	3.891	4.009
Jan-2012	3.833	3.916	4.049
Feb-2012	3.953	4.041	4.158
Mar-2012	4.127	4.178	4.256
Apr-2012	4.115	4.167	4.267
May-2012	3.979	4.025	4.157
Jun-2012	3.759	3.797	3.952
Jul-2012	3.721	3.768	3.876
Aug-2012	3.983	3.975	4.044
Sep-2012	4.12	4.109	4.202
Oct-2012	4.094	4.09	4.22
Nov-2012	4	4.054	4.202
Dec-2012	3.961	4.041	4.172
Jan-2013	3.909	4.008	4.165
Feb-2013	4.111	4.16	4.295
Mar-2013	4.068	4.105	4.229
Apr-2013	3.93	3.964	4.081
May-2013	3.87	3.866	3.991
Jun-2013	3.849	3.841	3.982
Jul-2013	3.866	3.875	4.01
Aug-2013	3.905	3.916	4.045
Sep-2013	3.961	3.969	4.077
Oct-2013	3.885	3.902	4.031
Nov-2013	3.839	3.861	3.996
Dec-2013	3.882	3.919	4.07
Jan-2014	3.893	3.958	4.128
Feb-2014	3.984	4.116	4.358
Mar-2014	4.001	4.132	4.32
Apr-2014	3.964	4.07	4.22
May-2014	3.943	4.036	4.152
Jun-2014	3.906	3.985	4.103
Jul-2014	3.884	3.944	4.068
Aug-2014	3.838	3.881	3.982
Sep-2014	3.792	3.819	3.911
Oct-2014	3.681	3.69	3.785
Nov-2014	3.647	3.557	3.646
Dec-2014	3.411	3.384	3.474
Jan-2015	2.997	3.081	3.143
Feb-2015	2.858	2.957	3.081

Mar-2015	2.897	3.058	3.251
Apr-2015	2.782	2.935	3.074
May-2015	2.888	2.999	3.088
Jun-2015	2.873	2.972	3.079
Jul-2015	2.788	2.884	3.004
Aug-2015	2.595	2.683	2.791
Sep-2015	2.505	2.563	2.63
Oct-2015	2.519	2.525	2.567
Nov-2015	2.467	2.486	2.538
Dec-2015	2.31	2.346	2.433
Jan-2016	2.143	2.201	2.299
Feb-2016	1.998	2.076	2.183
Mar-2016	2.09	2.145	2.205
Apr-2016	2.152	2.208	2.265
May-2016	2.315	2.344	2.375
Jun-2016	2.423	2.443	2.487
Jul-2016	2.405	2.415	2.458
Aug-2016	2.351	2.353	2.391
Sep-2016	2.394	2.398	2.408
Oct-2016	2.454	2.451	2.466
Nov-2016	2.439	2.454	2.482
Dec-2016	2.51	2.538	2.568
Jan-2017	2.58	2.632	2.671
Feb-2017	2.568	2.627	2.661
Mar-2017	2.554	2.609	2.622
Apr-2017	2.583	2.622	2.639
May-2017	2.56	2.605	2.634
Jun-2017	2.511	2.556	2.601
Jul-2017	2.496	2.538	2.579
Aug-2017	2.595	2.619	2.619
Sep-2017	2.785	2.81	2.753
Oct-2017	2.794	2.803	2.757
Nov-2017	2.909	2.884	2.851
Dec-2017	2.909	2.902	2.916
Jan-2018	3.018	3.052	3.099
Feb-2018	3.046	3.096	3.15
Mar-2018	2.988	3.029	3.112
Apr-2018	3.096	3.11	3.151
May-2018	3.244	3.243	3.264
Jun-2018	3.253	3.25	3.291
Jul-2018	3.233	3.228	3.277
Aug-2018	3.218	3.217	3.266
Sep-2018	3.262	3.247	3.266
Oct-2018	3.365	3.35	3.349
Nov-2018	3.3	3.304	3.352
Dec-2018	3.123	3.166	3.27
Jan-2019	2.98	3.051	3.201
Feb-2019	2.997	3.059	3.168
Mar-2019	3.076	3.125	3.194
Apr-2019	3.121	3.157	3.209
May-2019	3.161	3.177	3.237
Jun-2019	3.089	3.114	3.173

Jul-2019	3.045	3.074	3.126
Aug-2019	3.005	3.028	3.065
Sep-2019	3.016	3.028	3.038
Oct-2019	3.053	3.047	3.041
Nov-2019	3.069	3.05	3.047
Dec-2019	3.055	3.062	3.092
Jan-2020	3.048	3.088	3.127
Feb-2020	2.91	2.959	3.078
Mar-2020	2.729	2.788	2.915
Apr-2020	2.493	2.589	2.712
May-2020	2.392	2.499	2.632
Jun-2020	2.408	2.507	2.63
Jul-2020	2.434	2.524	2.64
Aug-2020	2.429	2.513	2.627
Sep-2020	2.414	2.492	2.603
Oct-2020	2.389	2.468	2.576
Nov-2020	2.432	2.485	2.559
Dec-2020	2.585	2.622	2.62
Jan-2021	2.681	2.724	2.728
Feb-2021	2.847	2.884	2.872
Mar-2021	3.152	3.126	3.068
Apr-2021	3.13	3.101	3.075
May-2021	3.217	3.195	3.133
Jun-2021	3.287	3.275	3.209
Jul-2021	3.339	3.31	3.248
Aug-2021	3.35	3.316	3.264
Sep-2021	3.384	3.348	3.293
Oct-2021	3.612	3.589	3.494
Nov-2021	3.727	3.702	3.659
Dec-2021	3.641	3.626	3.638
Jan-2022	3.724	3.72	3.711
Feb-2022	4.032	4.077	4.047
Mar-2022	5.105	5.183	5.12
Apr-2022	5.12	5.174	5.22

EMD_EPD2D_PTE_R1Y EMD_EPD2D_PTE_R1Z EMD_EPD2D_PTE_R20 EMD_EPD2D_PTE_R30
 _DPG _DPG _DPG _DPG

Central Atlantic (PADD 1B) No 2 Diesel Retail Prices (Dollars per Gallon)	Lower Atlantic (PADD 1C) No 2 Diesel Retail Prices (Dollars per Gallon)	Midwest No 2 Diesel Retail Prices (Dollars per Gallon)	Gulf Coast No 2 Diesel Retail Prices (Dollars per Gallon)
		1.087	1.064
		1.082	1.054
		1.086	1.062
		1.094	1.076
		1.11	1.092
		1.102	1.089
		1.094	1.081
		1.101	1.092
		1.087	1.074
		1.074	1.059
		1.065	1.05
		1.068	1.046
		1.084	1.066
		1.101	1.086
		1.097	1.08
		1.075	1.06
		1.085	1.063
		1.099	1.084
		1.088	1.072
		1.098	1.073
		1.11	1.085
		1.119	1.106
		1.123	1.105
		1.172	1.151
		1.26	1.227
		1.247	1.201
		1.164	1.141
		1.145	1.119
		1.186	1.149
		1.249	1.215
		1.307	1.288
		1.314	1.281
		1.298	1.271
		1.267	1.255
		1.257	1.23
		1.204	1.176
		1.188	1.159
		1.189	1.156
		1.167	1.145
		1.141	1.126
		1.148	1.139
		1.132	1.13
		1.161	1.157
1.238	1.125		
1.219	1.115		
1.233	1.129		
1.219	1.119		
1.267	1.144		

1.269	1.141	1.167	1.162
1.245	1.118	1.14	1.141
1.213	1.085	1.086	1.102
1.182	1.064	1.06	1.065
1.153	1.039	1.049	1.041
1.147	1.037	1.049	1.045
1.148	1.037	1.048	1.044
1.128	1.011	1.022	1.017
1.115	0.999	1.009	1.007
1.089	0.968	0.985	0.985
1.094	0.985	1.009	0.998
1.112	1.003	1.02	1.017
1.103	0.984	1.003	0.997
1.068	0.936	0.95	0.945
1.067	0.929	0.944	0.94
1.05	0.921	0.939	0.934
1.074	0.952	0.973	0.964
1.131	1.016	1.047	1.043
1.136	1.017	1.047	1.036
1.129	1.014	1.043	1.028
1.18	1.064	1.091	1.082
1.215	1.114	1.146	1.132
1.262	1.166	1.204	1.181
1.29	1.177	1.22	1.19
1.327	1.206	1.26	1.218
1.37	1.241	1.287	1.257
1.537	1.319	1.324	1.321
1.762	1.436	1.429	1.394
1.573	1.444	1.463	1.426
1.496	1.381	1.414	1.369
1.516	1.374	1.426	1.369
1.518	1.378	1.428	1.368
1.522	1.398	1.42	1.39
1.548	1.436	1.436	1.428
1.69	1.585	1.61	1.586
1.695	1.578	1.601	1.58
1.71	1.585	1.58	1.574
1.705	1.523	1.515	1.496
1.654	1.507	1.501	1.457
1.589	1.477	1.474	1.441
1.493	1.359	1.375	1.339
1.524	1.381	1.402	1.358
1.523	1.407	1.537	1.42
1.524	1.393	1.495	1.433
1.455	1.329	1.35	1.345
1.441	1.335	1.409	1.331
1.505	1.381	1.555	1.414
1.402	1.267	1.367	1.284
1.338	1.195	1.266	1.199
1.269	1.136	1.16	1.123
1.274	1.136	1.128	1.121
1.266	1.133	1.126	1.122

1.316	1.203	1.208	1.2
1.391	1.269	1.294	1.273
1.395	1.268	1.287	1.272
1.377	1.245	1.264	1.247
1.386	1.258	1.287	1.262
1.412	1.28	1.313	1.29
1.466	1.357	1.4	1.369
1.507	1.42	1.461	1.43
1.496	1.368	1.421	1.363
1.518	1.39	1.43	1.377
1.594	1.473	1.473	1.459
1.793	1.649	1.639	1.621
1.899	1.699	1.661	1.637
1.697	1.55	1.495	1.443
1.604	1.441	1.436	1.375
1.549	1.377	1.409	1.367
1.54	1.389	1.408	1.383
1.567	1.425	1.464	1.435
1.563	1.403	1.45	1.407
1.578	1.421	1.482	1.428
1.586	1.424	1.47	1.431
1.607	1.441	1.46	1.442
1.688	1.527	1.52	1.516
1.734	1.541	1.544	1.53
1.734	1.58	1.596	1.568
1.73	1.605	1.648	1.616
1.779	1.641	1.677	1.654
1.781	1.64	1.659	1.634
1.812	1.672	1.693	1.669
1.906	1.774	1.801	1.78
1.984	1.874	1.889	1.871
2.23	2.088	2.105	2.073
2.27	2.113	2.112	2.08
2.184	2.005	1.972	1.939
2.147	1.949	1.93	1.906
2.174	1.975	1.973	1.958
2.327	2.154	2.163	2.148
2.398	2.228	2.236	2.226
2.32	2.156	2.138	2.15
2.414	2.274	2.264	2.256
2.5	2.337	2.341	2.314
2.578	2.433	2.445	2.421
2.912	2.784	2.753	2.766
2.957	3.12	3.098	3.107
2.666	2.481	2.541	2.553
2.589	2.4	2.416	2.424
2.61	2.452	2.425	2.434
2.596	2.458	2.42	2.445
2.685	2.529	2.512	2.519
2.837	2.702	2.694	2.681
2.992	2.833	2.845	2.815
2.984	2.844	2.851	2.834

2.988	2.872	2.934	2.88
3.097	2.935	3.051	2.952
2.895	2.69	2.714	2.701
2.656	2.478	2.475	2.467
2.64	2.465	2.541	2.47
2.72	2.539	2.562	2.528
2.581	2.407	2.429	2.412
2.568	2.423	2.443	2.417
2.704	2.618	2.65	2.629
2.861	2.793	2.817	2.801
2.866	2.744	2.763	2.745
2.882	2.763	2.774	2.756
2.934	2.809	2.854	2.799
2.912	2.802	2.864	2.803
3.026	2.904	2.973	2.894
3.168	3.014	3.061	2.984
3.501	3.336	3.373	3.313
3.522	3.309	3.304	3.279
3.492	3.302	3.27	3.256
3.517	3.375	3.346	3.341
4.067	3.867	3.855	3.831
4.289	4.066	4.04	4.021
4.614	4.406	4.382	4.367
4.863	4.669	4.604	4.637
4.86	4.711	4.63	4.676
4.502	4.286	4.222	4.251
4.175	4.024	3.984	3.989
3.729	3.597	3.548	3.537
3.142	2.917	2.824	2.818
2.672	2.49	2.43	2.394
2.504	2.297	2.264	2.225
2.431	2.171	2.146	2.138
2.314	2.074	2.039	2.057
2.397	2.194	2.165	2.192
2.389	2.201	2.17	2.201
2.646	2.505	2.501	2.498
2.663	2.507	2.512	2.494
2.751	2.621	2.606	2.588
2.744	2.583	2.605	2.549
2.794	2.63	2.656	2.608
2.917	2.761	2.769	2.738
2.866	2.709	2.719	2.699
2.992	2.832	2.81	2.807
2.93	2.777	2.739	2.746
3.052	2.891	2.885	2.878
3.174	3.02	3.033	3.018
3.2	3.03	3.038	3.025
3.084	2.912	2.916	2.894
3.027	2.875	2.878	2.864
3.044	2.918	2.931	2.914
3.025	2.895	2.923	2.884
3.16	2.997	3.039	2.967

3.258	3.084	3.124	3.055
3.375	3.196	3.222	3.176
3.541	3.371	3.353	3.339
3.748	3.571	3.533	3.531
4.046	3.876	3.855	3.838
4.191	4.009	4.025	3.991
4.189	3.991	4.001	3.979
4.063	3.89	3.885	3.876
4.042	3.884	3.88	3.862
4	3.837	3.84	3.823
3.966	3.797	3.808	3.771
3.921	3.749	3.754	3.725
4.06	3.881	3.952	3.86
3.977	3.807	3.807	3.764
4.006	3.824	3.723	3.757
4.131	3.951	3.843	3.878
4.26	4.102	4.019	4.041
4.261	4.079	4.013	4.025
4.108	3.94	3.877	3.885
3.891	3.699	3.676	3.678
3.851	3.686	3.682	3.639
4.034	3.918	3.971	3.875
4.174	4.043	4.062	4.018
4.183	3.997	4.058	3.993
4.174	3.937	3.95	3.891
4.145	3.938	3.937	3.857
4.099	3.91	3.854	3.834
4.224	4.087	4.078	4.024
4.164	4.037	4.031	4.006
4.019	3.902	3.911	3.843
3.919	3.803	3.907	3.756
3.91	3.764	3.871	3.75
3.938	3.802	3.85	3.794
3.976	3.847	3.873	3.829
4.033	3.902	3.942	3.875
3.961	3.833	3.855	3.796
3.913	3.797	3.812	3.755
3.98	3.844	3.867	3.776
4.074	3.84	3.862	3.781
4.34	3.903	3.982	3.788
4.308	3.965	3.992	3.803
4.194	3.949	3.942	3.807
4.149	3.926	3.91	3.796
4.078	3.888	3.86	3.79
4.032	3.85	3.828	3.782
3.965	3.794	3.782	3.744
3.9	3.735	3.731	3.704
3.761	3.615	3.631	3.613
3.625	3.485	3.735	3.537
3.465	3.303	3.46	3.312
3.188	2.984	2.951	2.91
3.082	2.836	2.788	2.777

3.269	2.857	2.803	2.749
3.098	2.784	2.665	2.651
3.151	2.866	2.764	2.78
3.116	2.842	2.762	2.769
3.004	2.768	2.682	2.676
2.805	2.568	2.509	2.458
2.68	2.461	2.459	2.353
2.639	2.431	2.566	2.322
2.597	2.39	2.478	2.289
2.473	2.231	2.258	2.191
2.328	2.085	2.059	2.041
2.203	1.957	1.927	1.884
2.252	2.052	2.054	1.972
2.316	2.113	2.104	2.024
2.435	2.268	2.282	2.182
2.534	2.364	2.382	2.292
2.51	2.334	2.371	2.262
2.442	2.278	2.317	2.221
2.492	2.323	2.372	2.248
2.554	2.369	2.425	2.326
2.562	2.366	2.381	2.311
2.647	2.448	2.461	2.391
2.789	2.514	2.528	2.43
2.768	2.52	2.493	2.423
2.751	2.506	2.479	2.402
2.767	2.516	2.516	2.444
2.749	2.498	2.494	2.407
2.702	2.443	2.439	2.355
2.682	2.427	2.44	2.329
2.757	2.522	2.562	2.414
2.913	2.748	2.736	2.631
2.928	2.724	2.766	2.616
3.031	2.786	2.876	2.692
3.063	2.786	2.862	2.706
3.241	2.91	2.973	2.813
3.29	2.95	2.995	2.835
3.22	2.88	2.913	2.796
3.271	2.989	3.013	2.897
3.395	3.133	3.179	3.019
3.41	3.13	3.185	3.022
3.396	3.101	3.163	3
3.386	3.089	3.143	2.993
3.409	3.129	3.203	3.046
3.516	3.233	3.325	3.138
3.474	3.176	3.237	3.068
3.34	3.025	3.01	2.907
3.228	2.9	2.826	2.797
3.249	2.907	2.89	2.803
3.31	2.986	3.003	2.874
3.346	3.019	3.017	2.901
3.37	3.034	3.049	2.908
3.298	2.978	2.978	2.834

3.264	2.937	2.947	2.802
3.208	2.898	2.914	2.761
3.201	2.908	2.92	2.786
3.233	2.921	2.964	2.804
3.246	2.917	2.967	2.79
3.248	2.93	2.973	2.774
3.264	2.962	2.945	2.802
3.142	2.813	2.782	2.674
2.978	2.634	2.587	2.502
2.767	2.443	2.34	2.274
2.675	2.353	2.237	2.174
2.682	2.363	2.262	2.182
2.7	2.382	2.307	2.196
2.69	2.37	2.31	2.179
2.671	2.348	2.295	2.167
2.651	2.322	2.266	2.145
2.685	2.336	2.322	2.181
2.817	2.493	2.514	2.339
2.904	2.604	2.622	2.443
3.038	2.784	2.805	2.604
3.266	3.043	3.118	2.94
3.263	2.998	3.064	2.925
3.367	3.091	3.162	2.995
3.438	3.178	3.231	3.04
3.476	3.21	3.262	3.08
3.484	3.213	3.253	3.07
3.495	3.26	3.296	3.116
3.73	3.512	3.554	3.361
3.853	3.611	3.624	3.471
3.802	3.515	3.505	3.361
3.88	3.622	3.594	3.463
4.224	3.99	3.891	3.804
5.318	5.11	4.912	4.937
5.347	5.058	4.936	4.885

EMD_EPD2D_PTE_R40_DPG EMD_EPD2D_PTE_R50_DPG EMD_EPD2D_PTE_SCA_DPG EMD_EPD2D_PTE_R5X_CA_DPG

Rocky Mountain No 2 Diesel Retail Prices (Dollars per Gallon) **West Coast No 2 Diesel Retail Prices (Dollars per Gallon)** **California No 2 Diesel Retail Prices (Dollars per Gallon)** **West Coast (PADD 5) Except California No 2 Diesel Retail Prices (Dollars per Gallon)**

1.111	1.215	
1.123	1.202	
1.119	1.197	
1.12	1.196	
1.143	1.205	
1.2	1.237	
1.199	1.254	
1.2	1.266	
1.152	1.238	
1.113	1.201	
1.093	1.19	
1.108	1.199	
1.124	1.231	
1.159	1.26	
1.163	1.239	
1.146	1.216	1.266
1.153	1.221	1.271
1.186	1.236	1.294
1.21	1.254	1.307
1.225	1.257	1.313
1.213	1.258	1.322
1.192	1.257	1.322
1.177	1.234	1.277
1.196	1.234	1.276
1.306	1.396	1.529
1.381	1.476	1.615
1.299	1.403	1.529
1.239	1.346	1.471
1.235	1.338	1.44
1.315	1.413	1.467
1.366	1.425	1.486
1.377	1.405	1.471
1.35	1.366	1.433
1.322	1.363	1.427
1.303	1.411	1.509
1.285	1.386	1.475
1.275	1.378	1.486
1.27	1.275	1.376
1.245	1.228	1.304
1.205	1.199	1.267
1.205	1.248	1.337
1.231	1.281	1.357
1.235	1.275	1.347

1.273	1.308	1.39
1.261	1.262	1.34
1.165	1.218	1.286
1.088	1.147	1.226
1.084	1.102	1.174
1.101	1.131	1.217
1.127	1.143	1.222
1.097	1.096	1.163
1.075	1.09	1.157
1.073	1.09	1.158
1.086	1.101	1.167
1.1	1.105	1.172
1.083	1.098	1.169
1.007	1.064	1.123
0.987	1.053	1.11
0.986	1.038	1.104
1.028	1.127	1.237
1.143	1.286	1.404
1.152	1.231	1.314
1.139	1.282	1.392
1.186	1.309	1.415
1.257	1.348	1.468
1.296	1.313	1.401
1.288	1.319	1.393
1.306	1.372	1.466
1.335	1.368	1.447
1.343	1.426	1.505
1.406	1.472	1.536
1.494	1.593	1.629
1.485	1.515	1.57
1.448	1.466	1.524
1.463	1.456	1.509
1.472	1.516	1.58
1.491	1.6	1.713
1.677	1.837	1.94
1.753	1.847	1.904
1.699	1.784	1.882
1.612	1.767	1.816
1.533	1.62	1.659
1.518	1.563	1.618
1.474	1.528	1.593
1.488	1.546	1.61
1.59	1.563	1.609
1.596	1.574	1.612
1.414	1.494	1.561
1.391	1.461	1.514
1.551	1.587	1.651
1.441	1.434	1.475
1.3	1.349	1.384
1.147	1.231	1.27
1.126	1.223	1.269
1.134	1.226	1.289

1.223	1.333	1.394
1.347	1.397	1.444
1.357	1.384	1.411
1.329	1.387	1.427
1.327	1.384	1.428
1.352	1.433	1.484
1.452	1.536	1.597
1.505	1.528	1.557
1.478	1.507	1.532
1.442	1.496	1.524
1.451	1.534	1.579
1.595	1.679	1.725
1.74	1.816	1.818
1.58	1.613	1.65
1.489	1.501	1.543
1.447	1.527	1.581
1.465	1.583	1.635
1.515	1.666	1.725
1.531	1.612	1.656
1.516	1.568	1.622
1.541	1.591	1.639
1.529	1.629	1.681
1.539	1.635	1.677
1.553	1.743	1.809
1.642	1.822	1.897
1.789	2.032	2.171
1.933	2.191	2.284
1.863	1.997	2.056
1.797	2.029	2.098
1.869	2.041	2.128
1.943	2.084	2.164
2.174	2.308	2.361
2.216	2.289	2.348
2.031	2.091	2.137
1.904	2.019	2.059
2.06	2.259	2.244
2.282	2.462	2.455
2.378	2.557	2.59
2.265	2.413	2.45
2.231	2.382	2.469
2.393	2.513	2.578
2.585	2.821	2.945
2.943	3.051	3.125
3.142	3.122	3.16
2.73	2.707	2.668
2.423	2.517	2.504
2.427	2.582	2.63
2.502	2.621	2.703
2.58	2.713	2.738
2.742	2.868	2.932
3.042	3.161	3.222
3.016	3.123	3.192

2.985	3.056	3.104
3.304	3.199	3.193
3.108	3.061	3.053
2.588	2.674	2.721
2.632	2.691	2.679
2.715	2.884	2.906
2.629	2.762	2.803
2.531	2.768	2.886
2.735	2.806	2.885
2.956	2.933	2.985
2.992	2.929	2.964
2.935	2.954	3.019
2.972	3.022	3.123
2.979	3.014	3.049
2.974	3.002	3.024
3.184	3.241	3.267
3.494	3.572	3.608
3.348	3.45	3.475
3.251	3.381	3.423
3.337	3.434	3.488
3.824	3.949	4.014
4.066	4.199	4.265
4.382	4.563	4.673
4.671	4.847	4.968
4.69	4.852	4.965
4.406	4.454	4.542
4.048	4.069	4.087
3.628	3.534	3.568
2.897	2.835	2.832
2.379	2.365	2.345
2.236	2.321	2.297
2.195	2.279	2.26
2.056	2.166	2.139
2.252	2.322	2.336
2.277	2.34	2.354
2.51	2.63	2.697
2.592	2.64	2.734
2.621	2.735	2.85
2.675	2.777	2.837
2.694	2.795	2.856
2.819	2.9	2.962
2.764	2.851	2.913
2.801	2.935	2.997
2.796	2.875	2.938
2.917	3.004	3.058
3.093	3.179	3.206
3.132	3.179	3.205
2.986	3.076	3.102
2.916	3.059	3.124
2.995	3.108	3.164
3.026	3.112	3.144
3.087	3.224	3.214

3.231	3.292	3.305	
3.291	3.363	3.408	
3.365	3.492	3.56	
3.559	3.731	3.804	
3.904	4.099	4.187	
4.094	4.285	4.4	
4.113	4.249	4.362	
3.962	4.134	4.213	
3.841	4.012	4.106	
3.837	3.915	4.009	
3.888	3.975	4.057	
3.885	4.001	4.059	
4.077	4.153	4.245	
3.95	4.034		
3.827	4.022	4.103	3.928
3.859	4.162	4.251	4.057
4.078	4.414	4.474	4.345
4.109	4.379	4.419	4.332
3.997	4.247	4.316	4.165
3.851	3.958	4.027	3.876
3.697	3.837	3.917	3.743
3.996	4.18	4.24	4.108
4.236	4.392	4.456	4.318
4.221	4.29	4.376	4.189
4.095	4.123	4.17	4.069
3.866	4.023	4.076	3.961
3.691	4.007	4.083	3.919
3.974	4.258	4.325	4.18
3.991	4.193	4.245	4.131
3.872	4.048	4.134	3.945
3.834	3.972	4.04	3.891
3.854	3.958	4.023	3.881
3.848	3.997	4.068	3.913
3.927	4.057	4.138	3.961
3.936	4.119	4.209	4.013
3.886	4.046	4.134	3.943
3.842	3.975	4.048	3.887
3.861	3.997	4.073	3.906
3.878	3.994	4.082	3.89
3.896	4.007	4.084	3.916
3.987	4.02	4.092	3.936
3.964	4.012	4.089	3.922
3.962	4.034	4.119	3.931
3.913	4.027	4.101	3.938
3.896	4.041	4.11	3.957
3.875	4.014	4.085	3.929
3.848	4.004	4.054	3.945
3.747	3.865	3.938	3.776
3.754	3.764	3.813	3.705
3.493	3.471	3.542	3.385
2.966	3.075	3.212	2.91
2.773	2.968	3.11	2.795

2.78	3.041	3.182	2.865
2.718	2.956	3.098	2.781
2.795	3.147	3.254	3.016
2.809	3.11	3.192	3.008
2.769	3.017	3.115	2.896
2.621	2.815	2.935	2.666
2.532	2.721	2.85	2.563
2.512	2.708	2.814	2.577
2.48	2.677	2.768	2.565
2.329	2.535	2.644	2.4
2.105	2.394	2.526	2.23
1.898	2.215	2.335	2.067
2.019	2.283	2.387	2.152
2.16	2.357	2.459	2.228
2.318	2.55	2.636	2.443
2.411	2.703	2.782	2.604
2.438	2.692	2.785	2.575
2.424	2.618	2.722	2.488
2.482	2.656	2.749	2.539
2.522	2.725	2.817	2.61
2.482	2.745	2.82	2.651
2.479	2.784	2.851	2.7
2.532	2.853	2.932	2.756
2.542	2.87	2.957	2.762
2.607	2.843	2.935	2.73
2.644	2.863	2.938	2.771
2.647	2.841	2.922	2.742
2.631	2.795	2.895	2.672
2.594	2.781	2.876	2.664
2.701	2.88	2.959	2.782
2.818	3.088	3.168	2.989
2.892	3.099	3.172	3.01
2.997	3.37	3.587	3.104
2.979	3.339	3.559	3.062
2.972	3.397	3.639	3.092
2.961	3.422	3.68	3.097
2.932	3.4	3.654	3.081
3.133	3.565	3.773	3.303
3.317	3.736	3.941	3.477
3.341	3.76	3.982	3.481
3.366	3.735	3.957	3.455
3.358	3.714	3.94	3.428
3.362	3.751	3.973	3.47
3.394	3.853	4.086	3.561
3.369	3.787	4.018	3.496
3.178	3.62	3.858	3.321
2.967	3.478	3.753	3.131
2.888	3.455	3.734	3.104
2.949	3.508	3.789	3.153
3.089	3.642	3.953	3.25
3.185	3.783	4.128	3.348
3.095	3.693	4.035	3.262

2.98	3.619	3.949	3.201
2.945	3.576	3.906	3.161
2.976	3.594	3.923	3.179
3.047	3.674	3.985	3.281
3.212	3.745	4.003	3.42
3.17	3.637	3.902	3.302
3.04	3.587	3.873	3.227
2.887	3.481	3.787	3.099
2.729	3.304	3.601	2.942
2.486	3.007	3.283	2.671
2.351	2.897	3.182	2.552
2.347	2.928	3.216	2.579
2.344	2.956	3.254	2.593
2.366	2.96	3.263	2.592
2.358	2.947	3.259	2.568
2.325	2.926	3.246	2.538
2.448	2.979	3.25	2.651
2.567	3.082	3.356	2.753
2.598	3.147	3.439	2.796
2.746	3.304	3.607	2.94
3.2	3.622	3.931	3.252
3.249	3.648	3.98	3.251
3.331	3.721	4.024	3.357
3.399	3.809	4.095	3.467
3.598	3.916	4.195	3.582
3.653	4.004	4.291	3.661
3.629	4.024	4.324	3.663
3.706	4.177	4.481	3.813
3.83	4.398	4.745	3.991
3.743	4.392	4.776	3.955
3.697	4.454	4.803	4.058
3.92	4.666	5.018	4.266
4.86	5.733	6.133	5.279
5.086	5.807	6.26	5.293

[Back to Contents](#) **Data 3: W Diesel Prices-Low**

Sourcekey EMD_EPD2DM10_PTE_
 NUS_DPG
**Weekly U.S. No 2
 Diesel Low Sulfur (15-
 500 ppm) Retail
 Prices (Dollars per
 Gallon)**

Date	
Feb 05, 2007	2.379
Feb 12, 2007	2.42
Feb 19, 2007	2.437
Feb 26, 2007	2.505
Mar 05, 2007	2.584
Mar 12, 2007	2.657
Mar 19, 2007	2.644
Mar 26, 2007	2.634
Apr 02, 2007	2.751
Apr 09, 2007	2.799
Apr 16, 2007	2.845
Apr 23, 2007	2.811
Apr 30, 2007	2.746
May 07, 2007	2.716
May 14, 2007	2.695
May 21, 2007	2.74
May 28, 2007	2.752
Jun 04, 2007	2.732
Jun 11, 2007	2.716
Jun 18, 2007	2.748
Jun 25, 2007	2.786
Jul 02, 2007	2.779
Jul 09, 2007	2.809
Jul 16, 2007	2.834
Jul 23, 2007	2.829
Jul 30, 2007	2.831
Aug 06, 2007	2.846
Aug 13, 2007	2.79
Aug 20, 2007	2.826
Aug 27, 2007	2.821
Sep 03, 2007	2.859
Sep 10, 2007	2.891
Sep 17, 2007	2.934
Sep 24, 2007	3.008
Oct 01, 2007	3.017
Oct 08, 2007	2.985
Oct 15, 2007	2.976
Oct 22, 2007	3.023
Oct 29, 2007	3.095
Nov 05, 2007	3.257
Nov 12, 2007	3.368
Nov 19, 2007	3.333
Nov 26, 2007	3.382
Dec 03, 2007	3.33

Dec 10, 2007	3.219
Dec 17, 2007	3.211
Dec 24, 2007	3.225
Dec 31, 2007	3.272
Jan 07, 2008	3.301
Jan 14, 2008	3.229
Jan 21, 2008	3.169
Jan 28, 2008	3.171
Feb 04, 2008	3.207
Feb 11, 2008	3.203
Feb 18, 2008	3.335
Feb 25, 2008	3.511
Mar 03, 2008	3.597
Mar 10, 2008	3.774
Mar 17, 2008	3.924
Mar 24, 2008	3.932
Mar 31, 2008	3.885
Apr 07, 2008	3.875
Apr 14, 2008	3.987
Apr 21, 2008	4.069
Apr 28, 2008	4.098
May 05, 2008	4.049
May 12, 2008	4.264
May 19, 2008	4.446
May 26, 2008	4.659
Jun 02, 2008	4.636
Jun 09, 2008	4.61
Jun 16, 2008	4.606
Jun 23, 2008	4.552
Jun 30, 2008	4.554
Jul 07, 2008	4.676
Jul 14, 2008	4.707
Jul 21, 2008	4.629
Jul 28, 2008	4.512
Aug 04, 2008	4.395
Aug 11, 2008	4.24
Aug 18, 2008	4.102
Aug 25, 2008	4.039
Sep 01, 2008	4.015
Sep 08, 2008	3.936
Sep 15, 2008	3.933
Sep 22, 2008	3.885
Sep 29, 2008	3.887
Oct 06, 2008	3.781
Oct 13, 2008	3.558
Oct 20, 2008	3.358
Oct 27, 2008	3.189
Nov 03, 2008	2.994
Nov 10, 2008	2.829
Nov 17, 2008	2.699
Nov 24, 2008	2.571
Dec 01, 2008	2.544

[Back to Contents](#) **Data 4: M Diesel Prices-Low**

Sourcekey EMD_EPD2DM10_PTE_
NUS_DPG

**U.S. No 2 Diesel Low
Sulfur (15-500 ppm)
Retail Prices (Dollars
per Gallon)**

Date	
Feb-2007	2.435
Mar-2007	2.63
Apr-2007	2.79
May-2007	2.726
Jun-2007	2.746
Jul-2007	2.816
Aug-2007	2.821
Sep-2007	2.923
Oct-2007	3.019
Nov-2007	3.335
Dec-2007	3.251
Jan-2008	3.218
Feb-2008	3.314
Mar-2008	3.822
Apr-2008	4.007
May-2008	4.355
Jun-2008	4.592
Jul-2008	4.631
Aug-2008	4.194
Sep-2008	3.931
Oct-2008	3.472
Nov-2008	2.773
Dec-2008	

[Back to Contents](#) **Data 5: W Diesel Prices-Ultra-Low**

Sourcekey	EMD_EPD2DXL0_PTE_ NUS_DPG	EMD_EPD2DXL0_PTE_ R10_DPG	EMD_EPD2DXL0_PTE_ R1X_DPG
	Weekly U.S. No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)	Weekly East Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)	Weekly New England (PADD 1A) No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)
Date			
Feb 05, 2007	2.463	2.451	2.595
Feb 12, 2007	2.502	2.478	2.627
Feb 19, 2007	2.515	2.494	2.637
Feb 26, 2007	2.571	2.538	2.652
Mar 05, 2007	2.64	2.619	2.694
Mar 12, 2007	2.695	2.681	2.732
Mar 19, 2007	2.694	2.675	2.721
Mar 26, 2007	2.69	2.673	2.712
Apr 02, 2007	2.803	2.782	2.783
Apr 09, 2007	2.853	2.83	2.819
Apr 16, 2007	2.887	2.875	2.868
Apr 23, 2007	2.863	2.85	2.862
Apr 30, 2007	2.831	2.829	2.868
May 07, 2007	2.816	2.813	2.872
May 14, 2007	2.797	2.787	2.864
May 21, 2007	2.822	2.82	2.881
May 28, 2007	2.836	2.833	2.885
Jun 04, 2007	2.819	2.815	2.88
Jun 11, 2007	2.814	2.812	2.88
Jun 18, 2007	2.822	2.818	2.873
Jun 25, 2007	2.847	2.846	2.92
Jul 02, 2007	2.842	2.841	2.93
Jul 09, 2007	2.859	2.866	2.942
Jul 16, 2007	2.902	2.888	2.959
Jul 23, 2007	2.903	2.877	2.95
Jul 30, 2007	2.899	2.862	2.946
Aug 06, 2007	2.91	2.878	2.955
Aug 13, 2007	2.861	2.834	2.923
Aug 20, 2007	2.878	2.851	2.915
Aug 27, 2007	2.873	2.844	2.906
Sep 03, 2007	2.901	2.876	2.915
Sep 10, 2007	2.932	2.921	2.968
Sep 17, 2007	2.971	2.973	3.025
Sep 24, 2007	3.038	3.047	3.1
Oct 01, 2007	3.055	3.062	3.117
Oct 08, 2007	3.046	3.045	3.123
Oct 15, 2007	3.053	3.039	3.122
Oct 22, 2007	3.11	3.096	3.182
Oct 29, 2007	3.171	3.163	3.25
Nov 05, 2007	3.314	3.299	3.375
Nov 12, 2007	3.438	3.423	3.484
Nov 19, 2007	3.426	3.423	3.488

Nov 26, 2007	3.456	3.467	3.59
Dec 03, 2007	3.433	3.463	3.595
Dec 10, 2007	3.345	3.398	3.57
Dec 17, 2007	3.325	3.387	3.581
Dec 24, 2007	3.321	3.384	3.584
Dec 31, 2007	3.356	3.421	3.6
Jan 07, 2008	3.387	3.458	3.644
Jan 14, 2008	3.341	3.42	3.621
Jan 21, 2008	3.286	3.375	3.594
Jan 28, 2008	3.272	3.353	3.583
Feb 04, 2008	3.291	3.358	3.566
Feb 11, 2008	3.291	3.344	3.542
Feb 18, 2008	3.405	3.459	3.588
Feb 25, 2008	3.558	3.619	3.71
Mar 03, 2008	3.666	3.715	3.813
Mar 10, 2008	3.825	3.886	3.938
Mar 17, 2008	3.982	4.054	4.119
Mar 24, 2008	3.998	4.062	4.142
Mar 31, 2008	3.976	4.036	4.13
Apr 07, 2008	3.966	4.027	4.121
Apr 14, 2008	4.069	4.137	4.239
Apr 21, 2008	4.153	4.229	4.346
Apr 28, 2008	4.187	4.25	4.346
May 05, 2008	4.162	4.218	4.337
May 12, 2008	4.339	4.396	4.463
May 19, 2008	4.504	4.558	4.61
May 26, 2008	4.731	4.791	4.843
Jun 02, 2008	4.716	4.772	4.846
Jun 09, 2008	4.702	4.758	4.834
Jun 16, 2008	4.702	4.768	4.853
Jun 23, 2008	4.659	4.725	4.833
Jun 30, 2008	4.657	4.723	4.822
Jul 07, 2008	4.733	4.799	4.863
Jul 14, 2008	4.771	4.832	4.889
Jul 21, 2008	4.729	4.787	4.869
Jul 28, 2008	4.614	4.682	4.806
Aug 04, 2008	4.515	4.584	4.735
Aug 11, 2008	4.368	4.444	4.584
Aug 18, 2008	4.219	4.286	4.422
Aug 25, 2008	4.158	4.22	4.382
Sep 01, 2008	4.135	4.189	4.359
Sep 08, 2008	4.075	4.124	4.312
Sep 15, 2008	4.035	4.095	4.246
Sep 22, 2008	3.967	4.033	4.11
Sep 29, 2008	3.969	4.032	4.077
Oct 06, 2008	3.887	3.944	4.036
Oct 13, 2008	3.672	3.727	3.892
Oct 20, 2008	3.497	3.569	3.729
Oct 27, 2008	3.3	3.412	3.573
Nov 03, 2008	3.1	3.234	3.42
Nov 10, 2008	2.958	3.077	3.266
Nov 17, 2008	2.822	2.939	3.148

Nov 24, 2008	2.676	2.8	2.997
Dec 01, 2008	2.624	2.744	2.954
Dec 08, 2008	2.523	2.638	2.849
Dec 15, 2008	2.43	2.547	2.74
Dec 22, 2008	2.373	2.482	2.689
Dec 29, 2008	2.335	2.435	2.638
Jan 05, 2009	2.299	2.391	2.596
Jan 12, 2009	2.324	2.407	2.621
Jan 19, 2009	2.307	2.391	2.613
Jan 26, 2009	2.278	2.358	2.595
Feb 02, 2009	2.256	2.341	2.583
Feb 09, 2009	2.23	2.315	2.576
Feb 16, 2009	2.197	2.268	2.559
Feb 23, 2009	2.138	2.216	2.514
Mar 02, 2009	2.095	2.17	2.472
Mar 09, 2009	2.051	2.138	2.434
Mar 16, 2009	2.023	2.107	2.403
Mar 23, 2009	2.093	2.173	2.403
Mar 30, 2009	2.225	2.288	2.424
Apr 06, 2009	2.233	2.285	2.429
Apr 13, 2009	2.234	2.281	2.42
Apr 20, 2009	2.226	2.274	2.403
Apr 27, 2009	2.207	2.252	2.395
May 04, 2009	2.192	2.238	2.382
May 11, 2009	2.223	2.265	2.395
May 18, 2009	2.237	2.283	2.401
May 25, 2009	2.278	2.309	2.409
Jun 01, 2009	2.354	2.371	2.438
Jun 08, 2009	2.501	2.519	2.566
Jun 15, 2009	2.575	2.605	2.651
Jun 22, 2009	2.619	2.639	2.67
Jun 29, 2009	2.612	2.633	2.666
Jul 06, 2009	2.598	2.614	2.656
Jul 13, 2009	2.546	2.564	2.623
Jul 20, 2009	2.501	2.518	2.6
Jul 27, 2009	2.532	2.553	2.613
Aug 03, 2009	2.554	2.582	2.637
Aug 10, 2009	2.628	2.668	2.701
Aug 17, 2009	2.656	2.69	2.739
Aug 24, 2009	2.672	2.695	2.741
Aug 31, 2009	2.679	2.693	2.742
Sep 07, 2009	2.65	2.661	2.729
Sep 14, 2009	2.638	2.653	2.72
Sep 21, 2009	2.626	2.635	2.708
Sep 28, 2009	2.606	2.612	2.703
Oct 05, 2009	2.588	2.591	2.686
Oct 12, 2009	2.604	2.612	2.69
Oct 19, 2009	2.708	2.718	2.752
Oct 26, 2009	2.805	2.822	2.843
Nov 02, 2009	2.811	2.837	2.878
Nov 09, 2009	2.805	2.824	2.866
Nov 16, 2009	2.795	2.813	2.868

Nov 23, 2009	2.792	2.807	2.868
Nov 30, 2009	2.78	2.796	2.869
Dec 07, 2009	2.777	2.796	2.874
Dec 14, 2009	2.753	2.774	2.87
Dec 21, 2009	2.731	2.746	2.853
Dec 28, 2009	2.736	2.754	2.862
Jan 04, 2010	2.801	2.831	2.935
Jan 11, 2010	2.882	2.925	3.068
Jan 18, 2010	2.874	2.928	3.065
Jan 25, 2010	2.838	2.888	3.055
Feb 01, 2010	2.787	2.838	3.017
Feb 08, 2010	2.775	2.824	3.014
Feb 15, 2010	2.761	2.815	2.991
Feb 22, 2010	2.834	2.879	3.011
Mar 01, 2010	2.865	2.907	3.018
Mar 08, 2010	2.906	2.936	3.015
Mar 15, 2010	2.926	2.952	3.018
Mar 22, 2010	2.949	2.977	3.032
Mar 29, 2010	2.942	2.97	3.029
Apr 05, 2010	3.017	3.034	3.054
Apr 12, 2010	3.073	3.085	3.086
Apr 19, 2010	3.078	3.085	3.103
Apr 26, 2010	3.082	3.08	3.105
May 03, 2010	3.126	3.131	3.138
May 10, 2010	3.131	3.141	3.161
May 17, 2010	3.098	3.114	3.142
May 24, 2010	3.025	3.045	3.098
May 31, 2010	2.983	3.01	3.064
Jun 07, 2010	2.949	2.977	3.045
Jun 14, 2010	2.93	2.953	3.025
Jun 21, 2010	2.962	2.976	3.029
Jun 28, 2010	2.957	2.977	3.044
Jul 05, 2010	2.925	2.946	3.033
Jul 12, 2010	2.904	2.923	3.017
Jul 19, 2010	2.899	2.913	3.015
Jul 26, 2010	2.919	2.928	3.014
Aug 02, 2010	2.928	2.934	3.009
Aug 09, 2010	2.991	3	3.027
Aug 16, 2010	2.979	2.977	3.024
Aug 23, 2010	2.957	2.952	3.009
Aug 30, 2010	2.938	2.93	2.996
Sep 06, 2010	2.931	2.923	2.995
Sep 13, 2010	2.943	2.932	2.987
Sep 20, 2010	2.96	2.949	2.997
Sep 27, 2010	2.951	2.946	3.004
Oct 04, 2010	3	2.997	3.04
Oct 11, 2010	3.066	3.065	3.118
Oct 18, 2010	3.073	3.072	3.14
Oct 25, 2010	3.067	3.064	3.136
Nov 01, 2010	3.067	3.063	3.147
Nov 08, 2010	3.116	3.114	3.17
Nov 15, 2010	3.184	3.187	3.23

Nov 22, 2010	3.171	3.172	3.235
Nov 29, 2010	3.162	3.166	3.237
Dec 06, 2010	3.197	3.206	3.315
Dec 13, 2010	3.231	3.248	3.373
Dec 20, 2010	3.248	3.26	3.375
Dec 27, 2010	3.294	3.313	3.406
Jan 03, 2011	3.331	3.357	3.427
Jan 10, 2011	3.333	3.364	3.45
Jan 17, 2011	3.407	3.448	3.56
Jan 24, 2011	3.43	3.48	3.609
Jan 31, 2011	3.438	3.494	3.633
Feb 07, 2011	3.513	3.565	3.717
Feb 14, 2011	3.534	3.587	3.749
Feb 21, 2011	3.573	3.62	3.769
Feb 28, 2011	3.716	3.764	3.903
Mar 07, 2011	3.871	3.908	4.046
Mar 14, 2011	3.908	3.946	4.081
Mar 21, 2011	3.907	3.938	4.087
Mar 28, 2011	3.932	3.952	4.095
Apr 04, 2011	3.976	3.982	4.109
Apr 11, 2011	4.078	4.082	4.154
Apr 18, 2011	4.105	4.111	4.212
Apr 25, 2011	4.098	4.105	4.222
May 02, 2011	4.124	4.128	4.231
May 09, 2011	4.104	4.117	4.218
May 16, 2011	4.061	4.075	4.207
May 23, 2011	3.997	4.011	4.161
May 30, 2011	3.948	3.962	4.121
Jun 06, 2011	3.94	3.955	4.105
Jun 13, 2011	3.954	3.968	4.087
Jun 20, 2011	3.95	3.962	4.077
Jun 27, 2011	3.888	3.914	4.038
Jul 04, 2011	3.85	3.87	4.009
Jul 11, 2011	3.899	3.926	4.012
Jul 18, 2011	3.923	3.963	4.034
Jul 25, 2011	3.949	3.988	4.037
Aug 01, 2011	3.937	3.974	4.045
Aug 08, 2011	3.897	3.936	4.031
Aug 15, 2011	3.835	3.871	4.001
Aug 22, 2011	3.81	3.844	3.994
Aug 29, 2011	3.82	3.843	3.977
Sep 05, 2011	3.868	3.886	3.994
Sep 12, 2011	3.862	3.879	3.985
Sep 19, 2011	3.833	3.853	3.983
Sep 26, 2011	3.786	3.804	3.963
Oct 03, 2011	3.749	3.765	3.941
Oct 10, 2011	3.721	3.741	3.912
Oct 17, 2011	3.801	3.815	3.907
Oct 24, 2011	3.825	3.832	3.925
Oct 31, 2011	3.892	3.886	3.935
Nov 07, 2011	3.887	3.875	3.95
Nov 14, 2011	3.987	3.964	4.03

Nov 21, 2011	4.01	3.984	4.056
Nov 28, 2011	3.964	3.953	4.045
Dec 05, 2011	3.931	3.934	4.036
Dec 12, 2011	3.894	3.917	4.032
Dec 19, 2011	3.828	3.873	3.995
Dec 26, 2011	3.791	3.84	3.973
Jan 02, 2012	3.783	3.844	3.973
Jan 09, 2012	3.828	3.908	4.029
Jan 16, 2012	3.854	3.943	4.076
Jan 23, 2012	3.848	3.938	4.077
Jan 30, 2012	3.85	3.945	4.088
Feb 06, 2012	3.856	3.948	4.101
Feb 13, 2012	3.943	4.028	4.15
Feb 20, 2012	3.96	4.053	4.161
Feb 27, 2012	4.051	4.134	4.221
Mar 05, 2012	4.094	4.167	4.253
Mar 12, 2012	4.123	4.169	4.25
Mar 19, 2012	4.142	4.184	4.259
Mar 26, 2012	4.147	4.19	4.263
Apr 02, 2012	4.142	4.19	4.262
Apr 09, 2012	4.148	4.19	4.278
Apr 16, 2012	4.127	4.181	4.269
Apr 23, 2012	4.085	4.146	4.269
Apr 30, 2012	4.073	4.13	4.255
May 07, 2012	4.057	4.108	4.232
May 14, 2012	4.004	4.054	4.192
May 21, 2012	3.956	3.999	4.13
May 28, 2012	3.897	3.94	4.072
Jun 04, 2012	3.846	3.886	4.036
Jun 11, 2012	3.781	3.818	3.974
Jun 18, 2012	3.729	3.766	3.923
Jun 25, 2012	3.678	3.718	3.873
Jul 02, 2012	3.648	3.702	3.843
Jul 09, 2012	3.683	3.731	3.84
Jul 16, 2012	3.695	3.741	3.848
Jul 23, 2012	3.783	3.826	3.916
Jul 30, 2012	3.796	3.842	3.931
Aug 06, 2012	3.85	3.869	3.946
Aug 13, 2012	3.965	3.952	4.011
Aug 20, 2012	4.026	4.006	4.087
Aug 27, 2012	4.089	4.072	4.132
Sep 03, 2012	4.127	4.104	4.194
Sep 10, 2012	4.132	4.113	4.208
Sep 17, 2012	4.135	4.125	4.215
Sep 24, 2012	4.086	4.092	4.191
Oct 01, 2012	4.079	4.081	4.195
Oct 08, 2012	4.094	4.097	4.217
Oct 15, 2012	4.15	4.128	4.238
Oct 22, 2012	4.116	4.108	4.243
Oct 29, 2012	4.03	4.036	4.205
Nov 05, 2012	4.01	4.034	4.211
Nov 12, 2012	3.98	4.037	4.198

Nov 19, 2012	3.976	4.052	4.197
Nov 26, 2012	4.034	4.092	4.203
Dec 03, 2012	4.027	4.096	4.221
Dec 10, 2012	3.991	4.069	4.175
Dec 17, 2012	3.945	4.027	4.155
Dec 24, 2012	3.923	4.006	4.153
Dec 31, 2012	3.918	4.006	4.154
Jan 07, 2013	3.911	4.006	4.153
Jan 14, 2013	3.894	4.002	4.168
Jan 21, 2013	3.902	4	4.158
Jan 28, 2013	3.927	4.023	4.181
Feb 04, 2013	4.022	4.088	4.237
Feb 11, 2013	4.104	4.152	4.266
Feb 18, 2013	4.157	4.199	4.334
Feb 25, 2013	4.159	4.201	4.344
Mar 04, 2013	4.13	4.167	4.298
Mar 11, 2013	4.088	4.12	4.243
Mar 18, 2013	4.047	4.082	4.204
Mar 25, 2013	4.006	4.05	4.171
Apr 01, 2013	3.993	4.025	4.148
Apr 08, 2013	3.977	4.009	4.134
Apr 15, 2013	3.942	3.977	4.105
Apr 22, 2013	3.887	3.924	4.027
Apr 29, 2013	3.851	3.886	3.993
May 06, 2013	3.845	3.863	3.986
May 13, 2013	3.866	3.865	3.995
May 20, 2013	3.89	3.871	3.991
May 27, 2013	3.88	3.864	3.991
Jun 03, 2013	3.869	3.855	3.984
Jun 10, 2013	3.849	3.839	3.978
Jun 17, 2013	3.841	3.835	3.98
Jun 24, 2013	3.838	3.836	3.984
Jul 01, 2013	3.817	3.817	3.971
Jul 08, 2013	3.828	3.831	3.965
Jul 15, 2013	3.867	3.876	4.005
Jul 22, 2013	3.903	3.919	4.047
Jul 29, 2013	3.915	3.931	4.061
Aug 05, 2013	3.909	3.919	4.056
Aug 12, 2013	3.896	3.908	4.045
Aug 19, 2013	3.9	3.912	4.036
Aug 26, 2013	3.913	3.925	4.044
Sep 02, 2013	3.981	3.993	4.087
Sep 09, 2013	3.981	3.988	4.091
Sep 16, 2013	3.974	3.979	4.088
Sep 23, 2013	3.949	3.956	4.071
Sep 30, 2013	3.919	3.931	4.046
Oct 07, 2013	3.897	3.908	4.04
Oct 14, 2013	3.886	3.904	4.032
Oct 21, 2013	3.886	3.905	4.032
Oct 28, 2013	3.87	3.889	4.02
Nov 04, 2013	3.857	3.878	4.008
Nov 11, 2013	3.832	3.855	3.991

Nov 18, 2013	3.822	3.841	3.981
Nov 25, 2013	3.844	3.87	4.003
Dec 02, 2013	3.883	3.906	4.04
Dec 09, 2013	3.879	3.912	4.066
Dec 16, 2013	3.871	3.915	4.064
Dec 23, 2013	3.873	3.919	4.069
Dec 30, 2013	3.903	3.943	4.111
Jan 06, 2014	3.91	3.95	4.115
Jan 13, 2014	3.886	3.94	4.107
Jan 20, 2014	3.873	3.946	4.118
Jan 27, 2014	3.904	3.996	4.171
Feb 03, 2014	3.951	4.07	4.305
Feb 10, 2014	3.977	4.116	4.369
Feb 17, 2014	3.989	4.129	4.373
Feb 24, 2014	4.017	4.148	4.386
Mar 03, 2014	4.016	4.155	4.389
Mar 10, 2014	4.021	4.158	4.362
Mar 17, 2014	4.003	4.138	4.313
Mar 24, 2014	3.988	4.115	4.279
Mar 31, 2014	3.975	4.094	4.255
Apr 07, 2014	3.959	4.075	4.24
Apr 14, 2014	3.952	4.068	4.22
Apr 21, 2014	3.971	4.07	4.212
Apr 28, 2014	3.975	4.065	4.208
May 05, 2014	3.964	4.055	4.181
May 12, 2014	3.948	4.041	4.157
May 19, 2014	3.934	4.027	4.139
May 26, 2014	3.925	4.022	4.13
Jun 02, 2014	3.918	4.013	4.124
Jun 09, 2014	3.892	3.983	4.092
Jun 16, 2014	3.882	3.961	4.088
Jun 23, 2014	3.919	3.985	4.102
Jun 30, 2014	3.92	3.983	4.107
Jul 07, 2014	3.913	3.978	4.098
Jul 14, 2014	3.894	3.961	4.078
Jul 21, 2014	3.869	3.928	4.052
Jul 28, 2014	3.858	3.91	4.044
Aug 04, 2014	3.853	3.906	4.019
Aug 11, 2014	3.843	3.887	3.982
Aug 18, 2014	3.835	3.875	3.971
Aug 25, 2014	3.821	3.855	3.955
Sep 01, 2014	3.814	3.842	3.944
Sep 08, 2014	3.814	3.844	3.933
Sep 15, 2014	3.801	3.825	3.911
Sep 22, 2014	3.778	3.804	3.886
Sep 29, 2014	3.755	3.778	3.88
Oct 06, 2014	3.733	3.755	3.848
Oct 13, 2014	3.698	3.714	3.815
Oct 20, 2014	3.656	3.665	3.751
Oct 27, 2014	3.635	3.627	3.724
Nov 03, 2014	3.623	3.597	3.687
Nov 10, 2014	3.677	3.568	3.659

Nov 17, 2014	3.661	3.542	3.633
Nov 24, 2014	3.628	3.52	3.605
Dec 01, 2014	3.605	3.509	3.587
Dec 08, 2014	3.535	3.46	3.525
Dec 15, 2014	3.419	3.385	3.467
Dec 22, 2014	3.281	3.31	3.425
Dec 29, 2014	3.213	3.257	3.365
Jan 05, 2015	3.137	3.204	3.287
Jan 12, 2015	3.053	3.134	3.195
Jan 19, 2015	2.933	3.018	3.072
Jan 26, 2015	2.866	2.967	3.018
Feb 02, 2015	2.831	2.932	3.028
Feb 09, 2015	2.835	2.93	3.039
Feb 16, 2015	2.865	2.96	3.084
Feb 23, 2015	2.9	3.005	3.173
Mar 02, 2015	2.936	3.083	3.291
Mar 09, 2015	2.944	3.105	3.332
Mar 16, 2015	2.917	3.082	3.27
Mar 23, 2015	2.864	3.027	3.2
Mar 30, 2015	2.824	2.992	3.164
Apr 06, 2015	2.784	2.95	3.114
Apr 13, 2015	2.754	2.916	3.076
Apr 20, 2015	2.78	2.926	3.049
Apr 27, 2015	2.811	2.949	3.057
May 04, 2015	2.854	2.978	3.066
May 11, 2015	2.878	2.997	3.091
May 18, 2015	2.904	3.007	3.093
May 25, 2015	2.914	3.014	3.101
Jun 01, 2015	2.909	3.001	3.092
Jun 08, 2015	2.884	2.98	3.076
Jun 15, 2015	2.87	2.968	3.073
Jun 22, 2015	2.859	2.959	3.085
Jun 29, 2015	2.843	2.954	3.071
Jul 06, 2015	2.832	2.938	3.06
Jul 13, 2015	2.814	2.915	3.029
Jul 20, 2015	2.782	2.873	2.996
Jul 27, 2015	2.723	2.809	2.932
Aug 03, 2015	2.668	2.769	2.895
Aug 10, 2015	2.617	2.713	2.847
Aug 17, 2015	2.615	2.696	2.803
Aug 24, 2015	2.561	2.647	2.739
Aug 31, 2015	2.514	2.59	2.673
Sep 07, 2015	2.534	2.594	2.663
Sep 14, 2015	2.517	2.575	2.653
Sep 21, 2015	2.493	2.548	2.613
Sep 28, 2015	2.476	2.534	2.59
Oct 05, 2015	2.492	2.524	2.576
Oct 12, 2015	2.556	2.554	2.578
Oct 19, 2015	2.531	2.524	2.562
Oct 26, 2015	2.498	2.499	2.553
Nov 02, 2015	2.485	2.492	2.546
Nov 09, 2015	2.502	2.513	2.549

Nov 16, 2015	2.482	2.499	2.544
Nov 23, 2015	2.445	2.469	2.524
Nov 30, 2015	2.421	2.455	2.527
Dec 07, 2015	2.379	2.413	2.515
Dec 14, 2015	2.338	2.372	2.453
Dec 21, 2015	2.284	2.318	2.397
Dec 28, 2015	2.237	2.279	2.365
Jan 04, 2016	2.211	2.26	2.344
Jan 11, 2016	2.177	2.229	2.335
Jan 18, 2016	2.112	2.174	2.277
Jan 25, 2016	2.071	2.14	2.24
Feb 01, 2016	2.031	2.111	2.219
Feb 08, 2016	2.008	2.087	2.201
Feb 15, 2016	1.98	2.069	2.183
Feb 22, 2016	1.983	2.059	2.16
Feb 29, 2016	1.989	2.054	2.154
Mar 07, 2016	2.021	2.077	2.147
Mar 14, 2016	2.099	2.153	2.204
Mar 21, 2016	2.119	2.172	2.228
Mar 28, 2016	2.121	2.179	2.241
Apr 04, 2016	2.115	2.179	2.243
Apr 11, 2016	2.128	2.187	2.237
Apr 18, 2016	2.165	2.22	2.287
Apr 25, 2016	2.198	2.244	2.291
May 02, 2016	2.266	2.306	2.334
May 09, 2016	2.271	2.309	2.339
May 16, 2016	2.297	2.321	2.348
May 23, 2016	2.357	2.379	2.411
May 30, 2016	2.382	2.405	2.442
Jun 06, 2016	2.407	2.436	2.471
Jun 13, 2016	2.431	2.449	2.492
Jun 20, 2016	2.426	2.443	2.494
Jun 27, 2016	2.426	2.442	2.491
Jul 04, 2016	2.423	2.438	2.482
Jul 11, 2016	2.414	2.424	2.469
Jul 18, 2016	2.402	2.411	2.446
Jul 25, 2016	2.379	2.387	2.434
Aug 01, 2016	2.348	2.354	2.396
Aug 08, 2016	2.316	2.321	2.378
Aug 15, 2016	2.31	2.314	2.368
Aug 22, 2016	2.37	2.367	2.391
Aug 29, 2016	2.409	2.41	2.423
Sep 05, 2016	2.407	2.408	2.42
Sep 12, 2016	2.399	2.399	2.41
Sep 19, 2016	2.389	2.391	2.405
Sep 26, 2016	2.382	2.393	2.398
Oct 03, 2016	2.389	2.398	2.414
Oct 10, 2016	2.445	2.441	2.453
Oct 17, 2016	2.481	2.472	2.477
Oct 24, 2016	2.478	2.468	2.485
Oct 31, 2016	2.479	2.475	2.502
Nov 07, 2016	2.47	2.474	2.502

Nov 14, 2016	2.443	2.453	2.482
Nov 21, 2016	2.421	2.442	2.471
Nov 28, 2016	2.42	2.446	2.472
Dec 05, 2016	2.48	2.499	2.526
Dec 12, 2016	2.493	2.52	2.547
Dec 19, 2016	2.527	2.559	2.587
Dec 26, 2016	2.54	2.573	2.611
Jan 02, 2017	2.586	2.627	2.665
Jan 09, 2017	2.597	2.648	2.677
Jan 16, 2017	2.585	2.636	2.675
Jan 23, 2017	2.569	2.627	2.676
Jan 30, 2017	2.562	2.622	2.662
Feb 06, 2017	2.558	2.618	2.661
Feb 13, 2017	2.565	2.626	2.668
Feb 20, 2017	2.572	2.628	2.658
Feb 27, 2017	2.577	2.635	2.658
Mar 06, 2017	2.579	2.633	2.646
Mar 13, 2017	2.564	2.617	2.628
Mar 20, 2017	2.539	2.6	2.622
Mar 27, 2017	2.532	2.586	2.593
Apr 03, 2017	2.556	2.605	2.63
Apr 10, 2017	2.582	2.62	2.639
Apr 17, 2017	2.597	2.631	2.638
Apr 24, 2017	2.595	2.632	2.65
May 01, 2017	2.583	2.624	2.653
May 08, 2017	2.565	2.612	2.642
May 15, 2017	2.544	2.595	2.626
May 22, 2017	2.539	2.588	2.626
May 29, 2017	2.571	2.608	2.622
Jun 05, 2017	2.564	2.599	2.624
Jun 12, 2017	2.524	2.569	2.614
Jun 19, 2017	2.489	2.539	2.59
Jun 26, 2017	2.465	2.516	2.577
Jul 03, 2017	2.472	2.522	2.578
Jul 10, 2017	2.481	2.523	2.578
Jul 17, 2017	2.491	2.532	2.573
Jul 24, 2017	2.507	2.546	2.574
Jul 31, 2017	2.531	2.566	2.59
Aug 07, 2017	2.581	2.613	2.618
Aug 14, 2017	2.598	2.624	2.625
Aug 21, 2017	2.596	2.617	2.616
Aug 28, 2017	2.605	2.623	2.618
Sep 04, 2017	2.758	2.785	2.723
Sep 11, 2017	2.802	2.829	2.761
Sep 18, 2017	2.791	2.814	2.765
Sep 25, 2017	2.788	2.811	2.762
Oct 02, 2017	2.792	2.819	2.767
Oct 09, 2017	2.776	2.793	2.751
Oct 16, 2017	2.787	2.797	2.747
Oct 23, 2017	2.797	2.797	2.752
Oct 30, 2017	2.819	2.811	2.77
Nov 06, 2017	2.882	2.848	2.812

Nov 13, 2017	2.915	2.884	2.85
Nov 20, 2017	2.912	2.896	2.862
Nov 27, 2017	2.926	2.907	2.881
Dec 04, 2017	2.922	2.904	2.897
Dec 11, 2017	2.91	2.901	2.9
Dec 18, 2017	2.901	2.897	2.924
Dec 25, 2017	2.903	2.904	2.943
Jan 01, 2018	2.973	2.98	3.01
Jan 08, 2018	2.996	3.025	3.077
Jan 15, 2018	3.028	3.063	3.114
Jan 22, 2018	3.025	3.078	3.136
Jan 29, 2018	3.07	3.112	3.16
Feb 05, 2018	3.086	3.133	3.188
Feb 12, 2018	3.063	3.111	3.154
Feb 19, 2018	3.027	3.082	3.129
Feb 26, 2018	3.007	3.057	3.127
Mar 05, 2018	2.992	3.046	3.126
Mar 12, 2018	2.976	3.024	3.107
Mar 19, 2018	2.972	3.009	3.101
Mar 26, 2018	3.01	3.038	3.115
Apr 02, 2018	3.042	3.066	3.117
Apr 09, 2018	3.043	3.066	3.116
Apr 16, 2018	3.104	3.116	3.149
Apr 23, 2018	3.133	3.142	3.171
Apr 30, 2018	3.157	3.162	3.203
May 07, 2018	3.171	3.178	3.215
May 14, 2018	3.239	3.236	3.251
May 21, 2018	3.277	3.271	3.282
May 28, 2018	3.288	3.287	3.307
Jun 04, 2018	3.285	3.282	3.302
Jun 11, 2018	3.266	3.264	3.292
Jun 18, 2018	3.244	3.24	3.29
Jun 25, 2018	3.216	3.215	3.281
Jul 02, 2018	3.236	3.226	3.282
Jul 09, 2018	3.243	3.238	3.279
Jul 16, 2018	3.239	3.236	3.283
Jul 23, 2018	3.22	3.217	3.269
Jul 30, 2018	3.226	3.223	3.274
Aug 06, 2018	3.223	3.222	3.271
Aug 13, 2018	3.217	3.219	3.265
Aug 20, 2018	3.207	3.207	3.261
Aug 27, 2018	3.226	3.219	3.267
Sep 03, 2018	3.252	3.235	3.27
Sep 10, 2018	3.258	3.246	3.255
Sep 17, 2018	3.268	3.252	3.267
Sep 24, 2018	3.271	3.254	3.27
Oct 01, 2018	3.313	3.292	3.305
Oct 08, 2018	3.385	3.36	3.344
Oct 15, 2018	3.394	3.382	3.361
Oct 22, 2018	3.38	3.369	3.368
Oct 29, 2018	3.355	3.346	3.365
Nov 05, 2018	3.338	3.329	3.362

Nov 12, 2018	3.317	3.314	3.356
Nov 19, 2018	3.282	3.295	3.347
Nov 26, 2018	3.261	3.277	3.344
Dec 03, 2018	3.207	3.229	3.31
Dec 10, 2018	3.161	3.194	3.295
Dec 17, 2018	3.121	3.165	3.276
Dec 24, 2018	3.077	3.132	3.237
Dec 31, 2018	3.048	3.11	3.234
Jan 07, 2019	3.013	3.069	3.216
Jan 14, 2019	2.976	3.049	3.208
Jan 21, 2019	2.965	3.037	3.191
Jan 28, 2019	2.965	3.05	3.188
Feb 04, 2019	2.966	3.038	3.176
Feb 11, 2019	2.966	3.031	3.161
Feb 18, 2019	3.006	3.073	3.165
Feb 25, 2019	3.048	3.094	3.171
Mar 04, 2019	3.076	3.119	3.177
Mar 11, 2019	3.079	3.123	3.183
Mar 18, 2019	3.07	3.124	3.2
Mar 25, 2019	3.08	3.132	3.214
Apr 01, 2019	3.078	3.127	3.196
Apr 08, 2019	3.093	3.137	3.193
Apr 15, 2019	3.118	3.153	3.205
Apr 22, 2019	3.147	3.174	3.217
Apr 29, 2019	3.169	3.194	3.236
May 06, 2019	3.171	3.19	3.245
May 13, 2019	3.16	3.176	3.238
May 20, 2019	3.163	3.176	3.238
May 27, 2019	3.151	3.164	3.225
Jun 03, 2019	3.136	3.153	3.219
Jun 10, 2019	3.105	3.125	3.185
Jun 17, 2019	3.07	3.099	3.153
Jun 24, 2019	3.043	3.079	3.136
Jul 01, 2019	3.042	3.08	3.135
Jul 08, 2019	3.055	3.081	3.134
Jul 15, 2019	3.051	3.08	3.131
Jul 22, 2019	3.044	3.072	3.122
Jul 29, 2019	3.034	3.059	3.106
Aug 05, 2019	3.032	3.055	3.107
Aug 12, 2019	3.011	3.034	3.073
Aug 19, 2019	2.994	3.019	3.048
Aug 26, 2019	2.983	3.003	3.031
Sep 02, 2019	2.976	3	3.027
Sep 09, 2019	2.971	2.992	3.022
Sep 16, 2019	2.987	2.998	3.013
Sep 23, 2019	3.081	3.083	3.07
Sep 30, 2019	3.066	3.065	3.056
Oct 07, 2019	3.047	3.041	3.047
Oct 14, 2019	3.051	3.044	3.042
Oct 21, 2019	3.05	3.045	3.045
Oct 28, 2019	3.064	3.056	3.028
Nov 04, 2019	3.062	3.041	3.034

Nov 11, 2019	3.073	3.05	3.042
Nov 18, 2019	3.074	3.053	3.049
Nov 25, 2019	3.066	3.054	3.063
Dec 02, 2019	3.07	3.059	3.078
Dec 09, 2019	3.049	3.05	3.085
Dec 16, 2019	3.046	3.053	3.083
Dec 23, 2019	3.041	3.052	3.098
Dec 30, 2019	3.069	3.096	3.114
Jan 06, 2020	3.079	3.12	3.127
Jan 13, 2020	3.064	3.111	3.131
Jan 20, 2020	3.037	3.075	3.132
Jan 27, 2020	3.01	3.047	3.119
Feb 03, 2020	2.956	3.003	3.105
Feb 10, 2020	2.91	2.962	3.075
Feb 17, 2020	2.89	2.94	3.07
Feb 24, 2020	2.882	2.931	3.061
Mar 02, 2020	2.851	2.898	3.023
Mar 09, 2020	2.814	2.86	2.99
Mar 16, 2020	2.733	2.789	2.918
Mar 23, 2020	2.659	2.724	2.849
Mar 30, 2020	2.586	2.671	2.793
Apr 06, 2020	2.548	2.634	2.745
Apr 13, 2020	2.507	2.599	2.715
Apr 20, 2020	2.48	2.576	2.709
Apr 27, 2020	2.437	2.545	2.677
May 04, 2020	2.399	2.51	2.652
May 11, 2020	2.394	2.498	2.63
May 18, 2020	2.386	2.491	2.62
May 25, 2020	2.39	2.498	2.624
Jun 01, 2020	2.386	2.492	2.615
Jun 08, 2020	2.396	2.501	2.629
Jun 15, 2020	2.403	2.501	2.628
Jun 22, 2020	2.425	2.515	2.631
Jun 29, 2020	2.43	2.524	2.648
Jul 06, 2020	2.437	2.527	2.652
Jul 13, 2020	2.438	2.531	2.65
Jul 20, 2020	2.433	2.52	2.626
Jul 27, 2020	2.427	2.519	2.632
Aug 03, 2020	2.424	2.517	2.631
Aug 10, 2020	2.428	2.514	2.633
Aug 17, 2020	2.427	2.508	2.627
Aug 24, 2020	2.426	2.506	2.62
Aug 31, 2020	2.441	2.519	2.622
Sep 07, 2020	2.435	2.511	2.612
Sep 14, 2020	2.422	2.499	2.605
Sep 21, 2020	2.404	2.486	2.601
Sep 28, 2020	2.394	2.473	2.592
Oct 05, 2020	2.387	2.473	2.577
Oct 12, 2020	2.395	2.473	2.578
Oct 19, 2020	2.388	2.465	2.575
Oct 26, 2020	2.385	2.461	2.574
Nov 02, 2020	2.372	2.444	2.556

Nov 09, 2020	2.383	2.45	2.554
Nov 16, 2020	2.441	2.487	2.552
Nov 23, 2020	2.462	2.506	2.558
Nov 30, 2020	2.502	2.54	2.575
Dec 07, 2020	2.526	2.573	2.587
Dec 14, 2020	2.559	2.603	2.607
Dec 21, 2020	2.619	2.652	2.634
Dec 28, 2020	2.635	2.659	2.652
Jan 04, 2021	2.64	2.667	2.665
Jan 11, 2021	2.67	2.719	2.7
Jan 18, 2021	2.696	2.747	2.764
Jan 25, 2021	2.716	2.763	2.781
Feb 01, 2021	2.738	2.791	2.796
Feb 08, 2021	2.801	2.845	2.84
Feb 15, 2021	2.876	2.898	2.888
Feb 22, 2021	2.973	3.001	2.962
Mar 01, 2021	3.072	3.083	3.014
Mar 08, 2021	3.143	3.116	3.053
Mar 15, 2021	3.191	3.148	3.082
Mar 22, 2021	3.194	3.152	3.099
Mar 29, 2021	3.161	3.13	3.091
Apr 05, 2021	3.144	3.114	3.076
Apr 12, 2021	3.129	3.1	3.071
Apr 19, 2021	3.124	3.096	3.071
Apr 26, 2021	3.124	3.093	3.08
May 03, 2021	3.142	3.113	3.084
May 10, 2021	3.186	3.16	3.115
May 17, 2021	3.249	3.228	3.152
May 24, 2021	3.253	3.235	3.15
May 31, 2021	3.255	3.239	3.165
Jun 07, 2021	3.274	3.259	3.183
Jun 14, 2021	3.286	3.275	3.203
Jun 21, 2021	3.287	3.275	3.213
Jun 28, 2021	3.3	3.29	3.238
Jul 05, 2021	3.331	3.306	3.242
Jul 12, 2021	3.338	3.312	3.245
Jul 19, 2021	3.344	3.312	3.251
Jul 26, 2021	3.342	3.311	3.252
Aug 02, 2021	3.367	3.332	3.255
Aug 09, 2021	3.364	3.328	3.262
Aug 16, 2021	3.356	3.316	3.271
Aug 23, 2021	3.324	3.297	3.26
Aug 30, 2021	3.339	3.306	3.271
Sep 06, 2021	3.373	3.332	3.285
Sep 13, 2021	3.372	3.337	3.288
Sep 20, 2021	3.385	3.352	3.3
Sep 27, 2021	3.406	3.371	3.299
Oct 04, 2021	3.477	3.436	3.335
Oct 11, 2021	3.586	3.562	3.459
Oct 18, 2021	3.671	3.655	3.555
Oct 25, 2021	3.713	3.704	3.626
Nov 01, 2021	3.727	3.717	3.651

Nov 08, 2021	3.73	3.712	3.656
Nov 15, 2021	3.734	3.707	3.657
Nov 22, 2021	3.724	3.69	3.666
Nov 29, 2021	3.72	3.684	3.666
Dec 06, 2021	3.674	3.658	3.654
Dec 13, 2021	3.649	3.633	3.643
Dec 20, 2021	3.626	3.611	3.633
Dec 27, 2021	3.615	3.602	3.623
Jan 03, 2022	3.613	3.604	3.622
Jan 10, 2022	3.657	3.645	3.627
Jan 17, 2022	3.725	3.719	3.698
Jan 24, 2022	3.78	3.781	3.777
Jan 31, 2022	3.846	3.852	3.833
Feb 07, 2022	3.951	3.971	3.947
Feb 14, 2022	4.019	4.063	4.007
Feb 21, 2022	4.055	4.112	4.076
Feb 28, 2022	4.104	4.161	4.158
Mar 07, 2022	4.849	4.97	4.815
Mar 14, 2022	5.25	5.334	5.231
Mar 21, 2022	5.134	5.179	5.125
Mar 28, 2022	5.185	5.249	5.309
Apr 04, 2022	5.144	5.206	5.283
Apr 11, 2022	5.073	5.128	5.181
Apr 18, 2022	5.101	5.151	5.177
Apr 25, 2022	5.16	5.209	5.24
May 02, 2022	5.509	5.701	6.101

EMD_EPD2DXL0_PTE_ R1Y_DPG EMD_EPD2DXL0_PTE_ R1Z_DPG EMD_EPD2DXL0_PTE_ R20_DPG EMD_EPD2DXL0_PTE_ R30_DPG

Weekly Central Atlantic (PADD 1B) No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)	Weekly Lower Atlantic (PADD 1C) No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)	Weekly Midwest No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)	Weekly Gulf Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)
2.518	2.393	2.398	2.357
2.55	2.417	2.454	2.391
2.567	2.433	2.461	2.42
2.583	2.494	2.542	2.493
2.667	2.581	2.617	2.588
2.712	2.656	2.681	2.636
2.715	2.643	2.677	2.637
2.706	2.647	2.668	2.639
2.818	2.76	2.791	2.762
2.847	2.821	2.85	2.805
2.88	2.874	2.874	2.842
2.874	2.833	2.847	2.809
2.871	2.798	2.794	2.762
2.865	2.773	2.779	2.743
2.841	2.744	2.762	2.722
2.869	2.782	2.792	2.754
2.878	2.799	2.802	2.782
2.867	2.774	2.787	2.757
2.872	2.765	2.779	2.752
2.867	2.78	2.792	2.759
2.913	2.797	2.82	2.782
2.914	2.786	2.819	2.77
2.933	2.815	2.832	2.787
2.945	2.846	2.896	2.825
2.941	2.83	2.899	2.819
2.919	2.817	2.902	2.811
2.941	2.831	2.904	2.828
2.898	2.785	2.855	2.773
2.899	2.814	2.878	2.81
2.895	2.806	2.885	2.81
2.931	2.84	2.925	2.838
2.989	2.877	2.957	2.866
3.051	2.924	2.996	2.904
3.123	2.998	3.065	2.973
3.138	3.012	3.075	2.977
3.134	2.985	3.045	2.948
3.123	2.981	3.044	2.944
3.192	3.031	3.085	3.002
3.252	3.103	3.137	3.069
3.384	3.243	3.291	3.224
3.522	3.362	3.425	3.35
3.524	3.362	3.416	3.327

3.573	3.395	3.444	3.362
3.57	3.392	3.413	3.347
3.513	3.316	3.306	3.268
3.514	3.295	3.292	3.248
3.5	3.289	3.295	3.25
3.525	3.336	3.325	3.297
3.56	3.377	3.361	3.322
3.517	3.339	3.309	3.271
3.479	3.287	3.249	3.226
3.438	3.276	3.236	3.221
3.444	3.284	3.258	3.249
3.418	3.278	3.264	3.241
3.534	3.403	3.377	3.37
3.694	3.568	3.534	3.513
3.829	3.641	3.652	3.611
3.993	3.822	3.789	3.8
4.182	3.977	3.966	3.916
4.189	3.983	3.975	3.93
4.164	3.955	3.944	3.909
4.146	3.95	3.931	3.896
4.272	4.052	4.025	4.002
4.375	4.136	4.11	4.08
4.381	4.169	4.144	4.116
4.351	4.133	4.116	4.088
4.521	4.322	4.305	4.27
4.685	4.485	4.469	4.445
4.916	4.719	4.677	4.676
4.911	4.692	4.653	4.666
4.884	4.685	4.625	4.661
4.878	4.701	4.629	4.66
4.836	4.658	4.586	4.605
4.825	4.659	4.583	4.608
4.89	4.745	4.66	4.699
4.915	4.782	4.705	4.739
4.872	4.734	4.661	4.707
4.776	4.619	4.527	4.575
4.676	4.52	4.432	4.454
4.57	4.363	4.281	4.301
4.423	4.202	4.142	4.155
4.37	4.127	4.088	4.101
4.315	4.107	4.082	4.07
4.255	4.037	4.036	4.018
4.178	4.036	3.991	4.015
4.09	3.996	3.946	3.927
4.081	4.002	3.952	3.933
3.985	3.912	3.879	3.846
3.802	3.672	3.661	3.636
3.64	3.517	3.474	3.457
3.514	3.344	3.265	3.222
3.378	3.144	3.034	3.036
3.214	2.989	2.91	2.9
3.081	2.847	2.788	2.75

2.934	2.713	2.644	2.605
2.882	2.654	2.592	2.563
2.751	2.56	2.504	2.472
2.65	2.476	2.415	2.384
2.576	2.415	2.369	2.311
2.545	2.362	2.325	2.268
2.505	2.315	2.282	2.232
2.522	2.331	2.304	2.246
2.521	2.306	2.281	2.228
2.498	2.268	2.245	2.204
2.492	2.245	2.212	2.191
2.459	2.219	2.183	2.157
2.429	2.161	2.144	2.135
2.377	2.108	2.076	2.075
2.322	2.067	2.034	2.043
2.296	2.033	1.988	2.007
2.261	2.004	1.964	1.974
2.319	2.083	2.037	2.06
2.402	2.222	2.18	2.204
2.421	2.208	2.182	2.211
2.402	2.209	2.179	2.202
2.392	2.205	2.169	2.186
2.374	2.18	2.145	2.172
2.364	2.163	2.127	2.154
2.385	2.193	2.16	2.199
2.396	2.218	2.176	2.21
2.409	2.252	2.236	2.242
2.455	2.326	2.325	2.322
2.617	2.469	2.478	2.473
2.695	2.559	2.55	2.544
2.729	2.594	2.591	2.583
2.725	2.586	2.583	2.569
2.713	2.564	2.569	2.548
2.662	2.512	2.518	2.495
2.628	2.46	2.475	2.445
2.64	2.508	2.504	2.495
2.668	2.537	2.526	2.514
2.753	2.626	2.607	2.581
2.77	2.649	2.629	2.608
2.78	2.652	2.641	2.624
2.777	2.651	2.656	2.619
2.767	2.606	2.632	2.576
2.753	2.601	2.611	2.557
2.737	2.582	2.602	2.545
2.712	2.557	2.589	2.526
2.695	2.535	2.568	2.52
2.72	2.556	2.586	2.532
2.829	2.665	2.697	2.646
2.922	2.774	2.798	2.741
2.939	2.786	2.792	2.749
2.925	2.774	2.784	2.747
2.911	2.763	2.776	2.734

2.905	2.757	2.77	2.738
2.899	2.743	2.756	2.725
2.895	2.744	2.75	2.727
2.868	2.723	2.727	2.699
2.84	2.694	2.716	2.681
2.856	2.699	2.714	2.689
2.931	2.777	2.776	2.751
3.025	2.867	2.848	2.847
3.023	2.872	2.839	2.831
2.986	2.828	2.796	2.8
2.927	2.781	2.739	2.744
2.921	2.763	2.732	2.729
2.905	2.756	2.71	2.719
2.967	2.827	2.793	2.793
3.013	2.848	2.828	2.82
3.037	2.882	2.87	2.873
3.055	2.898	2.896	2.897
3.079	2.925	2.923	2.904
3.075	2.916	2.911	2.899
3.136	2.987	2.989	2.978
3.186	3.04	3.05	3.023
3.189	3.037	3.05	3.035
3.186	3.03	3.057	3.038
3.238	3.081	3.1	3.083
3.246	3.092	3.106	3.087
3.232	3.059	3.07	3.043
3.165	2.986	2.988	2.978
3.121	2.955	2.942	2.935
3.09	2.92	2.906	2.9
3.067	2.895	2.893	2.875
3.088	2.921	2.935	2.908
3.091	2.92	2.931	2.893
3.055	2.889	2.893	2.866
3.022	2.871	2.866	2.857
3.012	2.861	2.866	2.859
3.02	2.88	2.891	2.875
3.02	2.89	2.9	2.887
3.086	2.962	2.966	2.947
3.055	2.94	2.953	2.933
3.038	2.91	2.927	2.916
3.02	2.886	2.909	2.888
3.007	2.88	2.9	2.876
3.019	2.89	2.92	2.887
3.041	2.905	2.944	2.89
3.034	2.904	2.928	2.883
3.095	2.952	2.99	2.92
3.178	3.011	3.055	2.982
3.188	3.016	3.063	2.979
3.18	3.008	3.048	2.985
3.181	3.005	3.049	2.982
3.225	3.061	3.102	3.03
3.303	3.133	3.167	3.1

3.293	3.115	3.156	3.087
3.288	3.108	3.144	3.078
3.328	3.144	3.175	3.132
3.364	3.187	3.205	3.163
3.381	3.197	3.229	3.183
3.428	3.256	3.278	3.226
3.47	3.303	3.303	3.279
3.478	3.308	3.302	3.284
3.556	3.392	3.371	3.366
3.59	3.421	3.392	3.382
3.611	3.432	3.399	3.384
3.682	3.501	3.475	3.455
3.7	3.524	3.479	3.489
3.734	3.557	3.517	3.522
3.875	3.703	3.661	3.656
4.014	3.85	3.823	3.812
4.061	3.885	3.859	3.842
4.046	3.878	3.855	3.841
4.061	3.892	3.883	3.857
4.092	3.923	3.932	3.905
4.204	4.024	4.04	4.001
4.229	4.051	4.068	4.033
4.238	4.038	4.061	4.024
4.269	4.059	4.086	4.06
4.248	4.052	4.066	4.022
4.21	4.005	4.015	3.996
4.138	3.943	3.942	3.935
4.082	3.897	3.896	3.884
4.074	3.891	3.889	3.877
4.088	3.905	3.905	3.896
4.074	3.904	3.904	3.896
4.014	3.86	3.842	3.834
3.978	3.812	3.818	3.798
4.034	3.872	3.875	3.856
4.066	3.912	3.903	3.882
4.09	3.94	3.925	3.913
4.09	3.918	3.918	3.904
4.053	3.877	3.875	3.868
3.983	3.811	3.815	3.806
3.944	3.788	3.789	3.772
3.93	3.793	3.803	3.763
3.987	3.833	3.852	3.8
3.985	3.825	3.841	3.79
3.968	3.792	3.799	3.765
3.922	3.739	3.738	3.73
3.881	3.699	3.699	3.693
3.86	3.674	3.671	3.651
3.922	3.761	3.754	3.726
3.946	3.775	3.782	3.745
3.994	3.836	3.866	3.808
3.997	3.816	3.863	3.796
4.085	3.906	3.987	3.882

4.1	3.918	4.01	3.903
4.057	3.882	3.949	3.859
4.018	3.862	3.907	3.828
4.003	3.83	3.848	3.794
3.963	3.783	3.765	3.727
3.925	3.752	3.706	3.708
3.932	3.754	3.683	3.709
3.996	3.82	3.717	3.75
4.031	3.853	3.746	3.777
4.03	3.843	3.736	3.774
4.04	3.848	3.734	3.776
4.046	3.846	3.751	3.775
4.128	3.93	3.857	3.86
4.142	3.966	3.848	3.886
4.208	4.063	3.914	3.992
4.243	4.094	3.974	4.02
4.247	4.096	4.016	4.036
4.269	4.106	4.04	4.053
4.279	4.11	4.046	4.055
4.28	4.109	4.042	4.049
4.282	4.106	4.055	4.063
4.28	4.091	4.021	4.038
4.245	4.05	3.974	3.993
4.22	4.039	3.971	3.98
4.194	4.021	3.962	3.962
4.135	3.969	3.897	3.915
4.079	3.916	3.854	3.861
4.023	3.854	3.795	3.802
3.968	3.797	3.746	3.757
3.909	3.721	3.696	3.698
3.868	3.66	3.655	3.654
3.817	3.616	3.606	3.601
3.793	3.607	3.58	3.568
3.818	3.646	3.638	3.605
3.838	3.648	3.659	3.617
3.9	3.753	3.749	3.711
3.908	3.775	3.782	3.696
3.934	3.806	3.851	3.752
4.004	3.901	3.968	3.856
4.069	3.944	4.015	3.911
4.129	4.019	4.05	3.981
4.153	4.051	4.072	4.026
4.175	4.049	4.079	4.021
4.196	4.056	4.08	4.028
4.17	4.015	4.017	3.995
4.168	3.995	4.013	3.999
4.185	4.009	4.04	3.999
4.208	4.047	4.15	4.022
4.203	4.011	4.101	3.999
4.149	3.921	3.984	3.945
4.155	3.91	3.959	3.92
4.165	3.912	3.908	3.875

4.171	3.935	3.909	3.865
4.203	3.99	4.023	3.902
4.202	3.994	4.014	3.901
4.174	3.97	3.977	3.874
4.134	3.923	3.918	3.847
4.112	3.899	3.893	3.833
4.105	3.904	3.885	3.83
4.107	3.902	3.87	3.837
4.094	3.901	3.834	3.824
4.089	3.904	3.845	3.831
4.106	3.931	3.866	3.845
4.165	4.001	3.978	3.941
4.216	4.083	4.08	3.997
4.254	4.133	4.132	4.068
4.262	4.129	4.121	4.089
4.235	4.092	4.085	4.065
4.171	4.058	4.043	4.036
4.14	4.016	4.015	3.989
4.109	3.983	3.979	3.935
4.083	3.958	3.97	3.915
4.062	3.946	3.956	3.888
4.032	3.911	3.923	3.852
3.982	3.862	3.868	3.802
3.934	3.831	3.839	3.757
3.911	3.804	3.868	3.735
3.91	3.807	3.909	3.739
3.925	3.809	3.934	3.775
3.928	3.792	3.916	3.775
3.92	3.783	3.9	3.77
3.907	3.762	3.877	3.748
3.91	3.752	3.859	3.741
3.902	3.758	3.847	3.74
3.892	3.731	3.815	3.734
3.895	3.757	3.821	3.753
3.939	3.804	3.852	3.798
3.971	3.857	3.875	3.841
3.993	3.861	3.886	3.845
3.983	3.845	3.878	3.841
3.972	3.834	3.862	3.824
3.967	3.848	3.868	3.822
3.98	3.862	3.884	3.829
4.055	3.93	3.967	3.897
4.056	3.917	3.964	3.898
4.044	3.91	3.957	3.889
4.015	3.89	3.929	3.862
3.997	3.861	3.894	3.831
3.967	3.838	3.876	3.805
3.963	3.837	3.854	3.797
3.961	3.84	3.853	3.8
3.951	3.818	3.837	3.783
3.938	3.808	3.826	3.769
3.903	3.793	3.798	3.752

3.89	3.779	3.794	3.745
3.919	3.808	3.829	3.753
3.949	3.848	3.879	3.78
3.972	3.837	3.87	3.773
3.977	3.84	3.852	3.766
3.988	3.839	3.847	3.772
4.016	3.856	3.887	3.789
4.046	3.847	3.888	3.802
4.045	3.831	3.854	3.78
4.06	3.829	3.83	3.771
4.144	3.852	3.874	3.772
4.281	3.868	3.942	3.775
4.363	3.884	3.969	3.788
4.357	3.913	3.993	3.783
4.358	3.947	4.025	3.806
4.354	3.962	4.019	3.793
4.353	3.974	4.013	3.814
4.314	3.973	3.994	3.803
4.277	3.963	3.975	3.8
4.241	3.955	3.959	3.804
4.205	3.946	3.942	3.793
4.193	3.947	3.932	3.79
4.191	3.953	3.946	3.82
4.185	3.949	3.947	3.824
4.176	3.94	3.935	3.813
4.156	3.927	3.921	3.797
4.136	3.919	3.901	3.791
4.127	3.916	3.884	3.783
4.116	3.91	3.874	3.783
4.079	3.886	3.845	3.769
4.052	3.863	3.835	3.77
4.071	3.893	3.875	3.813
4.073	3.887	3.869	3.816
4.069	3.882	3.862	3.802
4.051	3.866	3.837	3.787
4.014	3.836	3.81	3.773
3.993	3.817	3.801	3.767
3.989	3.817	3.798	3.754
3.974	3.8	3.787	3.75
3.96	3.788	3.78	3.739
3.935	3.771	3.763	3.732
3.925	3.756	3.752	3.72
3.928	3.76	3.751	3.715
3.905	3.744	3.743	3.706
3.886	3.722	3.713	3.696
3.857	3.694	3.694	3.685
3.83	3.678	3.67	3.662
3.784	3.638	3.636	3.637
3.737	3.59	3.606	3.589
3.693	3.555	3.611	3.563
3.655	3.533	3.624	3.532
3.634	3.497	3.788	3.562

3.612	3.469	3.786	3.542
3.598	3.441	3.743	3.511
3.59	3.429	3.702	3.501
3.539	3.386	3.623	3.434
3.454	3.314	3.473	3.328
3.392	3.223	3.294	3.175
3.35	3.161	3.206	3.121
3.303	3.109	3.102	3.045
3.239	3.039	3.01	2.964
3.131	2.918	2.889	2.843
3.078	2.87	2.804	2.786
3.041	2.826	2.765	2.769
3.042	2.822	2.769	2.761
3.084	2.841	2.792	2.783
3.16	2.853	2.826	2.795
3.293	2.88	2.85	2.796
3.333	2.884	2.852	2.795
3.311	2.87	2.82	2.763
3.231	2.837	2.768	2.715
3.179	2.815	2.727	2.675
3.122	2.786	2.675	2.643
3.08	2.759	2.633	2.62
3.081	2.783	2.659	2.659
3.11	2.806	2.691	2.683
3.133	2.844	2.715	2.751
3.151	2.86	2.748	2.771
3.158	2.875	2.791	2.793
3.162	2.884	2.8	2.803
3.143	2.874	2.804	2.799
3.122	2.853	2.774	2.783
3.117	2.834	2.754	2.777
3.102	2.824	2.746	2.755
3.094	2.823	2.731	2.73
3.073	2.81	2.724	2.712
3.038	2.797	2.704	2.708
2.985	2.762	2.679	2.674
2.918	2.701	2.619	2.611
2.885	2.654	2.561	2.536
2.832	2.595	2.515	2.487
2.816	2.583	2.539	2.478
2.777	2.529	2.487	2.414
2.714	2.478	2.443	2.376
2.716	2.489	2.483	2.385
2.694	2.468	2.471	2.362
2.662	2.448	2.447	2.34
2.647	2.437	2.434	2.323
2.631	2.432	2.489	2.323
2.661	2.469	2.634	2.339
2.642	2.427	2.6	2.325
2.62	2.396	2.54	2.299
2.604	2.396	2.516	2.29
2.62	2.424	2.526	2.317

2.609	2.406	2.494	2.304
2.585	2.37	2.441	2.28
2.567	2.355	2.411	2.254
2.542	2.295	2.348	2.232
2.501	2.258	2.294	2.212
2.438	2.21	2.227	2.181
2.412	2.161	2.163	2.14
2.391	2.143	2.13	2.114
2.35	2.116	2.096	2.08
2.305	2.054	2.023	2.014
2.264	2.025	1.987	1.957
2.239	1.992	1.941	1.917
2.224	1.959	1.929	1.896
2.197	1.947	1.908	1.858
2.184	1.944	1.921	1.873
2.171	1.945	1.937	1.874
2.188	1.979	1.983	1.907
2.249	2.07	2.065	1.99
2.28	2.079	2.09	1.991
2.292	2.081	2.077	2.001
2.296	2.077	2.065	1.983
2.301	2.09	2.082	1.992
2.325	2.126	2.112	2.046
2.343	2.159	2.156	2.074
2.396	2.232	2.232	2.137
2.402	2.232	2.241	2.131
2.41	2.248	2.271	2.157
2.464	2.308	2.325	2.233
2.505	2.322	2.342	2.254
2.522	2.363	2.361	2.278
2.537	2.372	2.39	2.307
2.542	2.358	2.386	2.296
2.535	2.361	2.389	2.285
2.535	2.355	2.389	2.282
2.521	2.341	2.385	2.261
2.503	2.332	2.369	2.262
2.481	2.306	2.341	2.242
2.441	2.279	2.304	2.224
2.412	2.241	2.275	2.184
2.406	2.233	2.273	2.179
2.457	2.294	2.342	2.249
2.496	2.341	2.391	2.269
2.499	2.335	2.387	2.264
2.495	2.323	2.376	2.256
2.485	2.316	2.366	2.242
2.489	2.318	2.359	2.23
2.486	2.327	2.356	2.25
2.54	2.363	2.417	2.317
2.579	2.389	2.458	2.357
2.581	2.378	2.451	2.353
2.583	2.388	2.443	2.353
2.584	2.384	2.425	2.34

2.564	2.363	2.387	2.316
2.549	2.355	2.356	2.296
2.549	2.361	2.356	2.29
2.602	2.415	2.431	2.361
2.633	2.429	2.446	2.371
2.667	2.47	2.479	2.41
2.687	2.478	2.489	2.421
2.776	2.514	2.54	2.451
2.813	2.526	2.547	2.448
2.804	2.511	2.541	2.429
2.784	2.507	2.512	2.414
2.77	2.51	2.5	2.408
2.763	2.508	2.492	2.403
2.765	2.519	2.487	2.424
2.77	2.521	2.495	2.433
2.772	2.533	2.499	2.433
2.78	2.525	2.502	2.429
2.761	2.512	2.491	2.419
2.738	2.498	2.464	2.38
2.724	2.487	2.458	2.378
2.739	2.505	2.481	2.414
2.761	2.516	2.515	2.446
2.783	2.522	2.536	2.458
2.785	2.52	2.53	2.458
2.773	2.513	2.516	2.435
2.753	2.507	2.497	2.41
2.737	2.488	2.479	2.382
2.733	2.479	2.468	2.384
2.751	2.505	2.512	2.423
2.744	2.49	2.505	2.417
2.711	2.459	2.454	2.368
2.683	2.427	2.411	2.329
2.67	2.396	2.386	2.305
2.671	2.407	2.403	2.307
2.672	2.407	2.421	2.311
2.678	2.42	2.438	2.324
2.685	2.441	2.452	2.342
2.706	2.462	2.486	2.359
2.751	2.514	2.543	2.41
2.761	2.527	2.57	2.41
2.756	2.519	2.567	2.408
2.758	2.528	2.566	2.428
2.886	2.725	2.707	2.615
2.922	2.776	2.753	2.647
2.919	2.749	2.743	2.639
2.925	2.74	2.741	2.624
2.934	2.748	2.747	2.615
2.919	2.712	2.738	2.599
2.926	2.714	2.757	2.612
2.924	2.715	2.779	2.614
2.938	2.729	2.81	2.639
2.975	2.764	2.861	2.668

3.018	2.795	2.884	2.697
3.055	2.789	2.873	2.689
3.074	2.794	2.884	2.712
3.062	2.794	2.877	2.713
3.06	2.788	2.863	2.705
3.06	2.778	2.853	2.697
3.068	2.782	2.854	2.708
3.151	2.854	2.935	2.774
3.209	2.887	2.947	2.785
3.263	2.913	2.981	2.825
3.276	2.929	2.971	2.815
3.306	2.968	3.03	2.868
3.324	2.988	3.044	2.874
3.306	2.966	3.02	2.851
3.274	2.939	2.97	2.818
3.255	2.906	2.947	2.797
3.24	2.894	2.92	2.793
3.221	2.871	2.899	2.782
3.2	2.858	2.898	2.786
3.217	2.898	2.934	2.823
3.233	2.938	2.962	2.851
3.232	2.939	2.957	2.844
3.275	2.998	3.016	2.91
3.295	3.028	3.047	2.936
3.321	3.042	3.083	2.946
3.336	3.061	3.092	2.955
3.38	3.132	3.175	3.012
3.42	3.163	3.218	3.055
3.443	3.174	3.23	3.054
3.442	3.166	3.224	3.055
3.42	3.148	3.199	3.037
3.397	3.121	3.173	3.016
3.38	3.086	3.143	2.978
3.39	3.102	3.171	3.002
3.405	3.112	3.176	3.004
3.405	3.108	3.171	3.004
3.389	3.087	3.142	2.993
3.39	3.096	3.156	2.997
3.393	3.093	3.151	2.995
3.387	3.091	3.139	2.99
3.38	3.076	3.129	2.981
3.385	3.094	3.153	3.004
3.399	3.114	3.191	3.035
3.407	3.131	3.194	3.039
3.415	3.135	3.208	3.056
3.416	3.136	3.218	3.052
3.447	3.18	3.278	3.079
3.531	3.243	3.351	3.169
3.544	3.272	3.351	3.172
3.533	3.254	3.333	3.152
3.523	3.217	3.31	3.117
3.498	3.205	3.286	3.106

3.483	3.187	3.262	3.085
3.466	3.165	3.216	3.045
3.447	3.145	3.185	3.035
3.394	3.098	3.117	2.989
3.368	3.053	3.066	2.934
3.342	3.021	3.018	2.9
3.31	2.987	2.944	2.869
3.286	2.965	2.907	2.841
3.242	2.921	2.869	2.821
3.217	2.903	2.823	2.788
3.215	2.884	2.807	2.79
3.237	2.893	2.806	2.789
3.227	2.879	2.839	2.779
3.225	2.872	2.849	2.776
3.256	2.927	2.904	2.809
3.286	2.949	2.969	2.849
3.301	2.985	3.014	2.87
3.315	2.981	3.011	2.881
3.313	2.981	2.992	2.869
3.31	2.995	2.993	2.876
3.309	2.991	2.984	2.872
3.324	2.998	2.993	2.879
3.342	3.015	3.01	2.899
3.37	3.033	3.042	2.917
3.385	3.057	3.058	2.939
3.379	3.051	3.064	2.927
3.365	3.035	3.046	2.905
3.375	3.03	3.049	2.907
3.36	3.02	3.038	2.893
3.344	3.011	3.026	2.875
3.308	2.989	3.002	2.843
3.282	2.964	2.957	2.82
3.258	2.946	2.926	2.797
3.27	2.941	2.924	2.803
3.275	2.94	2.968	2.804
3.272	2.941	2.956	2.805
3.259	2.937	2.948	2.804
3.246	2.924	2.94	2.793
3.233	2.923	2.942	2.787
3.215	2.904	2.924	2.763
3.199	2.892	2.9	2.751
3.186	2.874	2.89	2.744
3.178	2.874	2.874	2.74
3.161	2.871	2.864	2.745
3.177	2.874	2.882	2.761
3.252	2.971	2.992	2.858
3.238	2.948	2.987	2.827
3.224	2.915	2.967	2.804
3.227	2.92	2.967	2.805
3.235	2.916	2.957	2.802
3.246	2.932	2.963	2.806
3.244	2.905	2.955	2.795

3.245	2.919	2.972	2.795
3.246	2.922	2.971	2.792
3.247	2.921	2.969	2.776
3.246	2.928	2.982	2.779
3.241	2.914	2.966	2.759
3.239	2.921	2.97	2.763
3.245	2.913	2.968	2.763
3.271	2.975	2.978	2.808
3.294	3	2.977	2.828
3.291	2.984	2.965	2.81
3.248	2.948	2.937	2.797
3.224	2.914	2.901	2.773
3.18	2.863	2.839	2.71
3.146	2.816	2.776	2.675
3.123	2.793	2.757	2.658
3.117	2.779	2.756	2.654
3.081	2.748	2.725	2.627
3.045	2.709	2.689	2.577
2.989	2.627	2.591	2.504
2.911	2.573	2.499	2.438
2.866	2.514	2.432	2.363
2.827	2.48	2.394	2.325
2.782	2.45	2.353	2.289
2.747	2.434	2.326	2.272
2.711	2.406	2.287	2.208
2.688	2.36	2.248	2.169
2.68	2.348	2.24	2.178
2.667	2.345	2.229	2.175
2.666	2.359	2.23	2.175
2.666	2.349	2.226	2.171
2.672	2.359	2.24	2.172
2.673	2.359	2.256	2.174
2.694	2.37	2.289	2.197
2.704	2.377	2.299	2.194
2.696	2.388	2.306	2.204
2.707	2.387	2.313	2.198
2.699	2.377	2.309	2.198
2.697	2.375	2.301	2.183
2.696	2.372	2.298	2.175
2.692	2.37	2.305	2.183
2.684	2.365	2.308	2.177
2.683	2.363	2.308	2.174
2.694	2.379	2.329	2.188
2.689	2.37	2.321	2.184
2.676	2.357	2.308	2.172
2.662	2.343	2.282	2.157
2.658	2.323	2.269	2.154
2.655	2.328	2.259	2.141
2.649	2.332	2.275	2.148
2.652	2.316	2.269	2.143
2.648	2.311	2.262	2.146
2.646	2.284	2.246	2.131

2.645	2.296	2.261	2.132
2.684	2.337	2.339	2.18
2.705	2.365	2.359	2.21
2.743	2.4	2.404	2.254
2.779	2.433	2.435	2.276
2.802	2.471	2.478	2.307
2.835	2.533	2.559	2.379
2.85	2.534	2.585	2.393
2.857	2.54	2.592	2.398
2.891	2.608	2.606	2.429
2.924	2.627	2.632	2.461
2.942	2.642	2.656	2.483
2.964	2.675	2.676	2.5
3.005	2.74	2.748	2.566
3.052	2.798	2.852	2.627
3.132	2.921	2.945	2.722
3.2	3.018	3.041	2.837
3.266	3.027	3.127	2.929
3.292	3.064	3.169	2.988
3.299	3.064	3.149	2.991
3.274	3.041	3.104	2.955
3.268	3.018	3.083	2.934
3.257	3.001	3.061	2.924
3.259	2.993	3.054	2.923
3.268	2.98	3.058	2.917
3.285	3.004	3.085	2.924
3.336	3.051	3.13	2.968
3.395	3.13	3.197	3.029
3.406	3.137	3.199	3.029
3.414	3.135	3.197	3.027
3.424	3.163	3.222	3.034
3.435	3.181	3.233	3.04
3.441	3.175	3.231	3.042
3.451	3.191	3.239	3.044
3.475	3.204	3.264	3.076
3.477	3.213	3.261	3.083
3.478	3.211	3.264	3.083
3.473	3.213	3.258	3.079
3.493	3.238	3.278	3.097
3.493	3.23	3.271	3.083
3.485	3.212	3.259	3.073
3.473	3.186	3.216	3.038
3.474	3.201	3.241	3.06
3.483	3.24	3.284	3.104
3.486	3.246	3.282	3.099
3.496	3.266	3.29	3.119
3.514	3.288	3.326	3.142
3.572	3.362	3.43	3.203
3.705	3.484	3.538	3.335
3.792	3.582	3.615	3.422
3.849	3.621	3.632	3.483
3.862	3.631	3.639	3.486

3.858	3.624	3.633	3.482
3.852	3.62	3.631	3.474
3.847	3.595	3.617	3.457
3.845	3.586	3.602	3.454
3.824	3.556	3.536	3.402
3.811	3.521	3.512	3.372
3.792	3.496	3.492	3.339
3.779	3.488	3.479	3.33
3.781	3.49	3.477	3.328
3.808	3.547	3.522	3.384
3.877	3.624	3.603	3.463
3.934	3.686	3.656	3.531
4.002	3.761	3.714	3.608
4.098	3.896	3.808	3.73
4.21	3.98	3.884	3.785
4.278	4.014	3.905	3.83
4.309	4.069	3.968	3.872
5.093	4.919	4.649	4.703
5.474	5.264	5.044	5.11
5.303	5.11	4.959	4.964
5.4	5.145	4.994	4.972
5.363	5.095	4.947	4.929
5.291	5.018	4.887	4.84
5.335	5.033	4.921	4.855
5.4	5.086	4.987	4.916
6.08	5.401	5.329	5.21

EMD_EPD2DXL0_PTE_ R40_DPG	EMD_EPD2DXL0_PTE_ R50_DPG	EMD_EPD2DXL0_PTE_ SCA_DPG	EMD_EPD2DXL0_PTE_ R5XCA_DPG Weekly West Coast (PADD 5) Except California No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)
Weekly Rocky Mountain No 2 Diesel Ultra Low Sulfur (0- 15 ppm) Retail Prices (Dollars per Gallon)	Weekly West Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)	Weekly California No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)	
2.536	2.736	2.825	
2.529	2.791	2.905	
2.529	2.796	2.901	
2.581	2.806	2.911	
2.663	2.805	2.897	
2.741	2.82	2.899	
2.775	2.822	2.875	
2.788	2.811	2.869	
2.89	2.893	2.939	
2.956	2.93	2.978	
2.986	2.965	3.015	
2.984	2.962	3.004	
2.994	2.961	2.987	
3.002	2.943	2.974	
3.004	2.927	2.952	
3	2.928	2.955	
2.986	2.946	2.975	
2.965	2.939	2.972	
2.944	2.949	2.997	
2.913	2.968	3.033	
2.941	2.993	3.073	
2.942	2.982	3.067	
2.962	2.996	3.09	
2.983	3.042	3.147	
2.994	3.073	3.158	
3.009	3.066	3.152	
3.018	3.083	3.14	
2.989	3.023	3.054	
2.984	3.001	3.016	
2.954	2.973	2.986	
2.946	2.976	2.985	
2.961	2.986	2.995	
2.976	3.006	3.023	
3.032	3.062	3.093	
3.105	3.1	3.143	
3.145	3.178	3.197	
3.174	3.24	3.249	
3.236	3.334	3.338	
3.283	3.405	3.406	
3.413	3.514	3.524	
3.535	3.61	3.663	
3.511	3.592	3.624	

3.53	3.591	3.62
3.492	3.543	3.567
3.403	3.451	3.455
3.325	3.425	3.426
3.272	3.422	3.434
3.275	3.463	3.491
3.281	3.484	3.526
3.266	3.431	3.459
3.234	3.336	3.36
3.241	3.313	3.346
3.264	3.336	3.377
3.269	3.357	3.393
3.353	3.462	3.511
3.476	3.612	3.672
3.575	3.74	3.803
3.734	3.891	3.955
3.894	4.025	4.083
3.956	4.063	4.119
3.975	4.057	4.112
3.979	4.059	4.118
4.043	4.186	4.234
4.114	4.265	4.317
4.143	4.323	4.39
4.159	4.313	4.382
4.28	4.467	4.547
4.446	4.62	4.737
4.659	4.894	5.027
4.686	4.884	5.027
4.706	4.88	4.992
4.692	4.861	4.969
4.659	4.822	4.922
4.642	4.823	4.928
4.676	4.893	5.001
4.723	4.916	5.026
4.719	4.855	4.964
4.66	4.775	4.869
4.608	4.674	4.781
4.477	4.522	4.607
4.323	4.364	4.422
4.233	4.289	4.359
4.189	4.255	4.282
4.108	4.161	4.185
4.045	4.061	4.053
3.969	3.948	3.951
3.948	3.945	3.963
3.891	3.85	3.869
3.701	3.625	3.656
3.557	3.435	3.46
3.379	3.24	3.286
3.159	3.057	3.057
2.968	2.915	2.913
2.824	2.772	2.754

2.648	2.613	2.605
2.582	2.56	2.538
2.453	2.426	2.402
2.356	2.309	2.292
2.277	2.278	2.251
2.255	2.278	2.241
2.216	2.281	2.239
2.236	2.359	2.334
2.25	2.344	2.319
2.243	2.325	2.296
2.229	2.309	2.288
2.212	2.298	2.269
2.184	2.291	2.262
2.16	2.243	2.219
2.094	2.19	2.144
2.02	2.126	2.075
1.991	2.098	2.049
2.037	2.151	2.129
2.145	2.285	2.297
2.213	2.312	2.335
2.249	2.338	2.35
2.273	2.332	2.34
2.27	2.319	2.32
2.261	2.309	2.316
2.269	2.335	2.337
2.274	2.346	2.354
2.302	2.389	2.407
2.344	2.464	2.502
2.442	2.608	2.676
2.52	2.66	2.734
2.613	2.725	2.789
2.629	2.717	2.785
2.646	2.712	2.787
2.618	2.648	2.727
2.558	2.605	2.703
2.539	2.623	2.72
2.535	2.652	2.763
2.572	2.707	2.842
2.632	2.748	2.872
2.67	2.79	2.88
2.69	2.806	2.893
2.681	2.791	2.866
2.681	2.801	2.847
2.676	2.79	2.827
2.656	2.751	2.807
2.643	2.73	2.792
2.648	2.74	2.791
2.703	2.825	2.874
2.775	2.907	2.968
2.809	2.914	2.974
2.821	2.91	2.972
2.818	2.901	2.964

2.823	2.898	2.954
2.815	2.889	2.948
2.805	2.885	2.942
2.782	2.856	2.915
2.738	2.825	2.891
2.726	2.841	2.902
2.744	2.908	2.959
2.813	2.971	3.032
2.826	2.947	3.008
2.816	2.915	2.987
2.796	2.876	2.95
2.779	2.86	2.92
2.775	2.846	2.902
2.825	2.918	2.98
2.85	2.956	3.023
2.89	3.003	3.057
2.923	3.005	3.065
2.953	3.027	3.072
2.967	3.027	3.073
3.043	3.113	3.147
3.081	3.187	3.221
3.109	3.203	3.228
3.136	3.211	3.227
3.166	3.243	3.26
3.169	3.233	3.269
3.156	3.204	3.238
3.107	3.132	3.162
3.061	3.082	3.094
3.02	3.058	3.068
2.989	3.054	3.068
2.98	3.093	3.125
2.955	3.099	3.147
2.927	3.077	3.132
2.911	3.057	3.123
2.902	3.042	3.116
2.92	3.06	3.125
2.937	3.071	3.132
2.991	3.124	3.183
3.011	3.129	3.186
3.016	3.114	3.171
3.019	3.101	3.15
3.021	3.104	3.145
3.031	3.101	3.142
3.037	3.12	3.15
3.014	3.121	3.139
3.024	3.165	3.179
3.085	3.239	3.215
3.112	3.249	3.232
3.128	3.243	3.229
3.141	3.242	3.237
3.199	3.273	3.279
3.278	3.329	3.339

3.265	3.316	3.34
3.272	3.3	3.328
3.276	3.321	3.352
3.285	3.361	3.403
3.29	3.366	3.407
3.311	3.405	3.47
3.332	3.443	3.507
3.334	3.445	3.516
3.374	3.509	3.562
3.388	3.531	3.602
3.396	3.533	3.612
3.459	3.63	3.707
3.511	3.671	3.747
3.568	3.729	3.799
3.698	3.892	3.964
3.845	4.046	4.122
3.888	4.091	4.17
3.925	4.104	4.199
3.959	4.155	4.256
4.017	4.209	4.323
4.097	4.308	4.397
4.126	4.319	4.44
4.134	4.305	4.438
4.156	4.328	4.465
4.156	4.307	4.459
4.134	4.248	4.371
4.101	4.201	4.287
4.02	4.161	4.227
4.015	4.146	4.223
3.988	4.163	4.245
3.959	4.156	4.236
3.885	4.069	4.146
3.851	3.993	4.065
3.838	4.012	4.099
3.827	4.005	4.114
3.848	4.038	4.145
3.855	4	4.136
3.851	3.949	4.067
3.826	3.863	3.957
3.815	3.855	3.928
3.839	3.908	3.958
3.89	3.981	4.058
3.903	3.984	4.067
3.892	3.977	4.062
3.867	3.957	4.039
3.846	3.927	4.007
3.828	3.91	3.977
3.885	4.01	4.053
3.909	4.049	4.096
3.959	4.107	4.163
3.978	4.109	4.213
4.093	4.171	4.27

4.144	4.191	4.271	
4.094	4.142	4.224	
4.035	4.105	4.172	
3.991	4.061	4.122	3.99
3.913	3.992	4.047	3.928
3.861	3.978	4.039	3.906
3.836	3.979	4.046	3.9
3.843	4.026	4.111	3.927
3.823	4.037	4.116	3.945
3.817	4.037	4.121	3.938
3.816	4.033	4.12	3.93
3.817	4.036	4.128	3.928
3.841	4.121	4.209	4.017
3.857	4.164	4.258	4.054
3.919	4.326	4.41	4.227
3.986	4.372	4.454	4.275
4.069	4.421	4.483	4.348
4.119	4.431	4.481	4.372
4.136	4.433	4.476	4.383
4.125	4.42	4.456	4.378
4.129	4.411	4.44	4.377
4.129	4.389	4.418	4.356
4.09	4.345	4.384	4.299
4.072	4.33	4.396	4.252
4.047	4.312	4.385	4.226
4.004	4.277	4.349	4.192
3.987	4.233	4.303	4.152
3.948	4.164	4.228	4.089
3.919	4.101	4.169	4.022
3.873	3.991	4.066	3.902
3.832	3.899	3.966	3.82
3.779	3.839	3.908	3.758
3.705	3.787	3.876	3.682
3.68	3.798	3.882	3.698
3.672	3.803	3.886	3.705
3.701	3.901	3.976	3.812
3.729	3.898	3.967	3.816
3.813	3.959	4.023	3.883
3.958	4.152	4.215	4.078
4.062	4.254	4.313	4.184
4.149	4.353	4.409	4.288
4.217	4.424	4.493	4.343
4.242	4.423	4.477	4.358
4.256	4.399	4.466	4.321
4.228	4.323	4.386	4.249
4.205	4.301	4.376	4.212
4.194	4.319	4.414	4.207
4.268	4.346	4.437	4.238
4.243	4.298	4.385	4.195
4.195	4.187	4.268	4.092
4.16	4.153	4.225	4.068
4.104	4.131	4.16	4.098

4.059	4.094	4.142	4.038
4.057	4.115	4.153	4.07
3.989	4.097	4.139	4.046
3.938	4.042	4.093	3.982
3.866	3.997	4.051	3.933
3.791	3.989	4.052	3.915
3.746	3.991	4.045	3.928
3.688	3.988	4.048	3.918
3.661	3.988	4.063	3.9
3.678	4.004	4.082	3.911
3.736	4.049	4.137	3.946
3.844	4.166	4.242	4.076
3.964	4.265	4.331	4.187
4.032	4.303	4.361	4.236
4.057	4.299	4.365	4.221
4.047	4.28	4.341	4.207
4.01	4.227	4.28	4.165
3.971	4.162	4.212	4.105
3.935	4.101	4.147	4.046
3.922	4.116	4.2	4.016
3.899	4.117	4.196	4.023
3.882	4.066	4.147	3.97
3.846	3.99	4.079	3.885
3.81	3.949	4.047	3.833
3.804	3.923	4.001	3.83
3.822	3.969	4.042	3.883
3.848	4.008	4.072	3.932
3.863	3.986	4.044	3.917
3.866	3.968	4.025	3.899
3.865	3.945	4.008	3.87
3.848	3.954	4.022	3.874
3.836	3.963	4.035	3.879
3.819	3.942	4.015	3.856
3.811	3.951	4.026	3.864
3.829	3.997	4.065	3.917
3.866	4.041	4.113	3.956
3.913	4.052	4.122	3.97
3.931	4.054	4.133	3.961
3.93	4.045	4.128	3.946
3.92	4.057	4.134	3.965
3.927	4.072	4.156	3.973
3.937	4.128	4.21	4.032
3.934	4.142	4.225	4.045
3.941	4.138	4.228	4.032
3.943	4.111	4.209	3.995
3.927	4.075	4.172	3.961
3.915	4.052	4.15	3.936
3.889	4.047	4.139	3.939
3.875	4.049	4.129	3.954
3.865	4.036	4.117	3.941
3.857	4.015	4.092	3.923
3.836	3.976	4.055	3.881

3.836	3.954	4.022	3.872
3.837	3.954	4.023	3.872
3.858	3.998	4.056	3.929
3.851	3.993	4.066	3.906
3.852	3.982	4.066	3.884
3.853	3.985	4.073	3.883
3.889	4.025	4.104	3.93
3.901	4.034	4.119	3.934
3.886	3.996	4.085	3.891
3.86	3.966	4.056	3.861
3.863	3.979	4.068	3.875
3.86	3.994	4.072	3.902
3.868	3.998	4.08	3.901
3.905	4	4.075	3.911
3.95	4.035	4.109	3.948
3.983	4.038	4.119	3.943
4	4.042	4.112	3.96
3.991	4.02	4.087	3.942
3.984	4.009	4.081	3.925
3.975	3.99	4.06	3.908
3.955	3.982	4.056	3.894
3.942	3.981	4.056	3.893
3.976	4.03	4.102	3.945
3.982	4.055	4.14	3.954
3.978	4.046	4.132	3.944
3.97	4.036	4.126	3.928
3.954	4.025	4.11	3.923
3.946	4.027	4.109	3.929
3.936	4.021	4.103	3.923
3.909	3.995	4.074	3.899
3.892	3.994	4.069	3.903
3.913	4.053	4.119	3.973
3.917	4.073	4.138	3.994
3.909	4.067	4.135	3.985
3.896	4.052	4.119	3.971
3.889	4.026	4.096	3.942
3.888	4.017	4.09	3.928
3.877	4.016	4.087	3.93
3.876	4.016	4.084	3.935
3.871	4.015	4.086	3.93
3.875	4.01	4.084	3.921
3.868	4.03	4.079	3.973
3.869	4.034	4.079	3.979
3.858	4.019	4.062	3.967
3.841	3.99	4.041	3.929
3.806	3.948	4.007	3.876
3.787	3.933	3.998	3.855
3.75	3.891	3.965	3.802
3.738	3.835	3.913	3.742
3.714	3.799	3.876	3.706
3.713	3.789	3.861	3.704
3.796	3.782	3.841	3.712

3.767	3.762	3.797	3.72
3.74	3.721	3.753	3.682
3.727	3.692	3.726	3.651
3.655	3.593	3.655	3.519
3.504	3.469	3.55	3.371
3.338	3.33	3.415	3.228
3.239	3.269	3.364	3.155
3.139	3.22	3.341	3.074
3.027	3.126	3.25	2.978
2.884	3.011	3.165	2.826
2.812	2.942	3.09	2.763
2.783	2.886	3.027	2.716
2.776	2.924	3.061	2.756
2.77	2.997	3.142	2.817
2.762	3.065	3.208	2.889
2.779	3.097	3.229	2.934
2.801	3.096	3.233	2.926
2.812	3.064	3.202	2.894
2.767	3.001	3.152	2.815
2.743	2.945	3.096	2.758
2.725	2.918	3.061	2.742
2.703	2.914	3.071	2.72
2.713	2.965	3.102	2.796
2.731	3.026	3.156	2.865
2.764	3.112	3.227	2.971
2.772	3.139	3.25	3.002
2.813	3.162	3.268	3.033
2.83	3.174	3.269	3.057
2.835	3.163	3.249	3.055
2.825	3.121	3.217	3.001
2.808	3.101	3.182	3.001
2.799	3.097	3.17	3.007
2.776	3.068	3.141	2.978
2.785	3.069	3.142	2.978
2.787	3.037	3.133	2.919
2.77	3.004	3.111	2.873
2.735	2.957	3.072	2.814
2.685	2.906	3.024	2.761
2.64	2.846	2.96	2.706
2.627	2.831	2.945	2.69
2.592	2.767	2.894	2.61
2.562	2.723	2.851	2.564
2.567	2.746	2.872	2.59
2.554	2.733	2.863	2.571
2.522	2.714	2.848	2.55
2.486	2.692	2.815	2.541
2.501	2.694	2.803	2.56
2.516	2.73	2.833	2.603
2.523	2.704	2.808	2.576
2.508	2.703	2.813	2.567
2.497	2.697	2.817	2.549
2.488	2.716	2.803	2.607

2.488	2.695	2.769	2.602
2.474	2.653	2.733	2.555
2.451	2.624	2.717	2.51
2.41	2.603	2.704	2.477
2.375	2.552	2.65	2.431
2.304	2.505	2.611	2.373
2.227	2.478	2.609	2.318
2.191	2.464	2.595	2.303
2.134	2.426	2.562	2.258
2.078	2.359	2.489	2.198
2.015	2.325	2.459	2.16
1.969	2.273	2.399	2.117
1.914	2.236	2.369	2.073
1.866	2.194	2.316	2.043
1.861	2.181	2.288	2.05
1.881	2.191	2.302	2.054
1.927	2.219	2.316	2.097
1.999	2.285	2.39	2.153
2.056	2.311	2.418	2.179
2.094	2.315	2.425	2.177
2.123	2.317	2.426	2.179
2.142	2.332	2.437	2.2
2.171	2.371	2.466	2.251
2.202	2.406	2.505	2.282
2.255	2.481	2.579	2.357
2.277	2.493	2.594	2.368
2.324	2.53	2.615	2.425
2.358	2.597	2.673	2.502
2.375	2.65	2.718	2.565
2.39	2.681	2.746	2.6
2.413	2.711	2.791	2.61
2.413	2.706	2.786	2.606
2.429	2.713	2.803	2.6
2.436	2.709	2.798	2.599
2.445	2.708	2.798	2.596
2.435	2.686	2.78	2.569
2.434	2.663	2.764	2.536
2.419	2.63	2.741	2.492
2.396	2.595	2.707	2.454
2.394	2.583	2.696	2.441
2.435	2.623	2.723	2.498
2.476	2.658	2.741	2.555
2.493	2.664	2.746	2.563
2.489	2.666	2.756	2.553
2.482	2.652	2.754	2.524
2.465	2.64	2.739	2.515
2.467	2.658	2.766	2.524
2.508	2.712	2.809	2.591
2.546	2.742	2.828	2.635
2.55	2.747	2.828	2.645
2.541	2.766	2.855	2.655
2.532	2.766	2.84	2.673

2.492	2.757	2.837	2.657
2.455	2.73	2.804	2.637
2.45	2.727	2.8	2.635
2.457	2.77	2.843	2.679
2.447	2.772	2.837	2.69
2.495	2.788	2.854	2.705
2.516	2.807	2.871	2.727
2.535	2.847	2.921	2.757
2.541	2.873	2.953	2.774
2.538	2.855	2.937	2.755
2.532	2.846	2.923	2.75
2.516	2.845	2.927	2.744
2.515	2.856	2.944	2.748
2.522	2.869	2.957	2.761
2.548	2.876	2.966	2.767
2.582	2.877	2.962	2.772
2.625	2.877	2.956	2.779
2.617	2.846	2.936	2.736
2.59	2.826	2.928	2.702
2.597	2.822	2.919	2.703
2.623	2.839	2.923	2.735
2.64	2.862	2.935	2.772
2.652	2.877	2.946	2.791
2.662	2.875	2.947	2.786
2.666	2.864	2.937	2.775
2.651	2.846	2.927	2.747
2.626	2.824	2.902	2.728
2.629	2.828	2.912	2.725
2.661	2.843	2.931	2.735
2.664	2.836	2.927	2.724
2.644	2.805	2.906	2.681
2.625	2.782	2.884	2.655
2.592	2.757	2.863	2.626
2.585	2.759	2.866	2.628
2.584	2.771	2.867	2.653
2.587	2.771	2.865	2.656
2.598	2.788	2.877	2.678
2.615	2.816	2.907	2.704
2.673	2.848	2.93	2.747
2.7	2.877	2.949	2.788
2.714	2.883	2.961	2.786
2.717	2.91	2.995	2.806
2.798	3.044	3.135	2.931
2.827	3.102	3.179	3.007
2.813	3.103	3.179	3.009
2.832	3.103	3.18	3.008
2.86	3.109	3.182	3.018
2.856	3.088	3.166	2.993
2.886	3.089	3.159	3.003
2.917	3.098	3.166	3.015
2.943	3.111	3.185	3.02
2.965	3.332	3.541	3.075

2.992	3.39	3.61	3.12
3.003	3.378	3.599	3.107
3.026	3.38	3.597	3.113
3.019	3.373	3.585	3.106
2.991	3.344	3.56	3.072
2.958	3.327	3.552	3.044
2.948	3.312	3.539	3.026
2.981	3.361	3.59	3.073
2.974	3.394	3.638	3.087
2.984	3.401	3.641	3.098
2.955	3.395	3.643	3.083
2.967	3.434	3.683	3.12
2.981	3.46	3.711	3.144
2.972	3.432	3.689	3.107
2.953	3.399	3.658	3.072
2.936	3.397	3.66	3.064
2.91	3.392	3.652	3.064
2.903	3.386	3.652	3.052
2.925	3.384	3.641	3.06
2.991	3.438	3.669	3.147
3.044	3.487	3.714	3.202
3.086	3.5	3.717	3.226
3.137	3.583	3.787	3.326
3.181	3.616	3.815	3.366
3.215	3.64	3.834	3.394
3.249	3.662	3.863	3.409
3.316	3.731	3.929	3.482
3.348	3.765	3.973	3.503
3.353	3.784	3.997	3.514
3.359	3.784	4.003	3.508
3.344	3.769	3.99	3.489
3.339	3.753	3.976	3.473
3.321	3.735	3.959	3.453
3.358	3.746	3.96	3.475
3.37	3.749	3.97	3.471
3.37	3.741	3.968	3.456
3.369	3.718	3.943	3.436
3.361	3.72	3.945	3.437
3.361	3.717	3.943	3.432
3.358	3.714	3.942	3.425
3.349	3.706	3.929	3.423
3.364	3.719	3.945	3.433
3.364	3.742	3.959	3.469
3.367	3.746	3.969	3.465
3.363	3.755	3.979	3.473
3.355	3.759	3.986	3.473
3.367	3.802	4.038	3.506
3.39	3.866	4.111	3.558
3.4	3.88	4.109	3.591
3.408	3.871	4.096	3.587
3.405	3.848	4.074	3.564
3.398	3.833	4.068	3.538

3.378	3.807	4.04	3.514
3.36	3.767	4	3.475
3.339	3.739	3.964	3.455
3.291	3.694	3.922	3.406
3.239	3.652	3.887	3.357
3.178	3.604	3.835	3.313
3.11	3.588	3.832	3.281
3.071	3.562	3.813	3.246
3.026	3.528	3.805	3.18
2.987	3.471	3.742	3.13
2.944	3.463	3.739	3.115
2.911	3.448	3.726	3.099
2.883	3.435	3.711	3.087
2.87	3.435	3.714	3.084
2.887	3.458	3.739	3.104
2.913	3.493	3.772	3.141
2.939	3.503	3.779	3.155
2.939	3.505	3.778	3.162
2.944	3.497	3.781	3.139
2.974	3.526	3.819	3.156
3.007	3.541	3.849	3.153
3.028	3.591	3.91	3.189
3.082	3.651	3.967	3.252
3.143	3.696	4.003	3.309
3.183	3.73	4.035	3.346
3.186	3.765	4.097	3.345
3.181	3.79	4.136	3.355
3.192	3.794	4.145	3.352
3.181	3.782	4.134	3.338
3.163	3.76	4.109	3.32
3.114	3.715	4.058	3.282
3.072	3.666	4.006	3.238
3.03	3.631	3.968	3.206
2.998	3.628	3.963	3.205
2.98	3.624	3.953	3.208
2.975	3.624	3.952	3.209
2.978	3.611	3.939	3.198
2.967	3.606	3.94	3.186
2.965	3.605	3.94	3.182
2.94	3.58	3.909	3.164
2.939	3.564	3.887	3.158
2.936	3.556	3.887	3.139
2.924	3.555	3.885	3.139
2.933	3.548	3.878	3.131
2.959	3.574	3.901	3.161
3.034	3.65	3.976	3.238
3.032	3.645	3.976	3.228
3.022	3.642	3.981	3.215
3.041	3.653	3.982	3.24
3.044	3.675	3.98	3.29
3.082	3.724	3.998	3.379
3.166	3.746	4.011	3.413

3.203	3.758	4.014	3.435
3.232	3.756	4.003	3.444
3.246	3.72	3.983	3.387
3.241	3.704	3.96	3.382
3.207	3.647	3.904	3.323
3.161	3.616	3.882	3.28
3.127	3.594	3.866	3.252
3.113	3.623	3.899	3.274
3.1	3.616	3.895	3.264
3.065	3.593	3.872	3.241
3.01	3.574	3.866	3.206
2.984	3.565	3.857	3.198
2.944	3.517	3.812	3.146
2.895	3.481	3.784	3.098
2.858	3.468	3.774	3.081
2.849	3.459	3.778	3.072
2.826	3.424	3.728	3.054
2.803	3.399	3.705	3.026
2.742	3.322	3.625	2.954
2.68	3.248	3.552	2.879
2.592	3.126	3.395	2.798
2.541	3.09	3.368	2.754
2.497	3.028	3.302	2.695
2.471	2.974	3.248	2.64
2.434	2.934	3.214	2.593
2.37	2.899	3.191	2.545
2.346	2.9	3.182	2.557
2.338	2.887	3.171	2.543
2.348	2.902	3.182	2.561
2.34	2.9	3.181	2.56
2.351	2.918	3.198	2.578
2.346	2.93	3.218	2.579
2.353	2.945	3.237	2.591
2.343	2.948	3.246	2.586
2.345	2.96	3.26	2.596
2.345	2.954	3.251	2.594
2.343	2.954	3.248	2.597
2.342	2.954	3.256	2.586
2.343	2.955	3.253	2.592
2.369	2.955	3.256	2.588
2.365	2.958	3.264	2.586
2.369	2.96	3.265	2.59
2.385	2.972	3.276	2.603
2.378	2.964	3.276	2.584
2.368	2.955	3.267	2.575
2.348	2.941	3.257	2.557
2.336	2.928	3.236	2.554
2.319	2.928	3.252	2.534
2.33	2.933	3.258	2.538
2.326	2.924	3.239	2.542
2.324	2.92	3.235	2.537
2.324	2.92	3.231	2.541

2.372	2.937	3.237	2.572
2.49	2.99	3.24	2.686
2.515	3.007	3.253	2.713
2.54	3.04	3.288	2.742
2.541	3.044	3.311	2.724
2.556	3.073	3.342	2.751
2.582	3.097	3.37	2.768
2.588	3.113	3.399	2.77
2.586	3.116	3.404	2.771
2.59	3.139	3.427	2.793
2.603	3.155	3.448	2.804
2.613	3.176	3.477	2.816
2.641	3.199	3.497	2.841
2.699	3.258	3.558	2.897
2.787	3.328	3.635	2.96
2.856	3.432	3.739	3.063
2.983	3.541	3.846	3.174
3.131	3.593	3.897	3.228
3.276	3.641	3.951	3.27
3.317	3.678	3.98	3.315
3.294	3.659	3.982	3.272
3.279	3.653	3.981	3.259
3.256	3.644	3.975	3.248
3.232	3.645	3.977	3.248
3.228	3.651	3.986	3.25
3.25	3.664	3.983	3.282
3.307	3.692	4.008	3.313
3.361	3.735	4.029	3.383
3.362	3.751	4.047	3.395
3.377	3.762	4.055	3.41
3.386	3.786	4.069	3.446
3.382	3.802	4.084	3.465
3.393	3.809	4.099	3.462
3.433	3.839	4.127	3.494
3.516	3.896	4.185	3.55
3.594	3.905	4.187	3.568
3.634	3.929	4.205	3.598
3.647	3.934	4.204	3.61
3.666	3.993	4.271	3.661
3.675	4.009	4.288	3.675
3.657	4.029	4.319	3.682
3.639	3.992	4.284	3.643
3.628	3.997	4.291	3.645
3.645	4.02	4.316	3.664
3.636	4.016	4.313	3.661
3.629	4.026	4.329	3.663
3.605	4.032	4.339	3.664
3.64	4.072	4.369	3.717
3.673	4.133	4.425	3.784
3.732	4.226	4.53	3.86
3.779	4.278	4.6	3.891
3.814	4.324	4.651	3.932

3.833	4.371	4.701	3.974
3.838	4.424	4.769	4.009
3.841	4.421	4.784	4.009
3.824	4.45	4.818	4.032
3.78	4.416	4.789	3.992
3.758	4.398	4.775	3.97
3.731	4.381	4.768	3.941
3.704	4.371	4.771	3.917
3.687	4.369	4.758	3.927
3.666	4.417	4.782	4.002
3.678	4.451	4.789	4.067
3.698	4.49	4.824	4.11
3.757	4.544	4.862	4.184
3.861	4.622	4.949	4.25
3.911	4.651	4.994	4.261
3.931	4.679	5.051	4.256
3.976	4.711	5.077	4.295
4.542	5.393	5.759	4.978
4.966	5.867	6.264	5.416
4.887	5.797	6.218	5.319
5.044	5.874	6.289	5.402
5.055	5.832	6.289	5.312
5.042	5.761	6.223	5.236
5.094	5.795	6.25	5.278
5.154	5.841	6.277	5.346
5.406	6.021	6.412	5.577

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Sourcekey	EMD_EPD2DXL0_PTE_ NUS_DPG	EMD_EPD2DXL0_PTE_ R10_DPG	EMD_EPD2DXL0_PTE_ R1X_DPG
Date	U.S. No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)	East Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)	New England (PADD 1A) No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)
Feb-2007	2.513	2.49	2.628
Mar-2007	2.68	2.662	2.715
Apr-2007	2.847	2.833	2.84
May-2007	2.818	2.813	2.876
Jun-2007	2.826	2.823	2.888
Jul-2007	2.881	2.867	2.945
Aug-2007	2.881	2.852	2.925
Sep-2007	2.961	2.954	3.002
Oct-2007	3.087	3.081	3.159
Nov-2007	3.409	3.403	3.484
Dec-2007	3.356	3.411	3.586
Jan-2008	3.322	3.402	3.611
Feb-2008	3.386	3.445	3.602
Mar-2008	3.889	3.951	4.028
Apr-2008	4.094	4.161	4.263
May-2008	4.434	4.491	4.563
Jun-2008	4.687	4.749	4.838
Jul-2008	4.712	4.775	4.857
Aug-2008	4.315	4.384	4.531
Sep-2008	4.036	4.095	4.221
Oct-2008	3.589	3.663	3.808
Nov-2008	2.889	3.013	3.208
Dec-2008	2.457	2.569	2.774
Jan-2009	2.302	2.387	2.606
Feb-2009	2.205	2.285	2.558
Mar-2009	2.097	2.175	2.427
Apr-2009	2.225	2.273	2.412
May-2009	2.233	2.274	2.397
Jun-2009	2.532	2.553	2.598
Jul-2009	2.544	2.562	2.623
Aug-2009	2.638	2.666	2.712
Sep-2009	2.63	2.64	2.715
Oct-2009	2.676	2.686	2.743
Nov-2009	2.797	2.815	2.87
Dec-2009	2.749	2.768	2.865
Jan-2010	2.849	2.893	3.031
Feb-2010	2.789	2.839	3.008
Mar-2010	2.918	2.948	3.022
Apr-2010	3.063	3.071	3.087
May-2010	3.073	3.088	3.121
Jun-2010	2.95	2.971	3.036
Jul-2010	2.912	2.928	3.02
Aug-2010	2.959	2.959	3.013

Sep-2010	2.946	2.938	2.996
Oct-2010	3.052	3.05	3.109
Nov-2010	3.14	3.14	3.204
Dec-2010	3.243	3.257	3.367
Jan-2011	3.388	3.429	3.536
Feb-2011	3.584	3.634	3.785
Mar-2011	3.905	3.936	4.077
Apr-2011	4.064	4.07	4.174
May-2011	4.047	4.059	4.188
Jun-2011	3.933	3.95	4.077
Jul-2011	3.905	3.937	4.023
Aug-2011	3.86	3.894	4.01
Sep-2011	3.837	3.856	3.981
Oct-2011	3.798	3.808	3.924
Nov-2011	3.962	3.944	4.02
Dec-2011	3.861	3.891	4.009
Jan-2012	3.833	3.916	4.049
Feb-2012	3.953	4.041	4.158
Mar-2012	4.127	4.178	4.256
Apr-2012	4.115	4.167	4.267
May-2012	3.979	4.025	4.157
Jun-2012	3.759	3.797	3.952
Jul-2012	3.721	3.768	3.876
Aug-2012	3.983	3.975	4.044
Sep-2012	4.12	4.109	4.202
Oct-2012	4.094	4.09	4.22
Nov-2012	4	4.054	4.202
Dec-2012	3.961	4.041	4.172
Jan-2013	3.909	4.008	4.165
Feb-2013	4.111	4.16	4.295
Mar-2013	4.068	4.105	4.229
Apr-2013	3.93	3.964	4.081
May-2013	3.87	3.866	3.991
Jun-2013	3.849	3.841	3.982
Jul-2013	3.866	3.875	4.01
Aug-2013	3.905	3.916	4.045
Sep-2013	3.961	3.969	4.077
Oct-2013	3.885	3.902	4.031
Nov-2013	3.839	3.861	3.996
Dec-2013	3.882	3.919	4.07
Jan-2014	3.893	3.958	4.128
Feb-2014	3.984	4.116	4.358
Mar-2014	4.001	4.132	4.32
Apr-2014	3.964	4.07	4.22
May-2014	3.943	4.036	4.152
Jun-2014	3.906	3.985	4.103
Jul-2014	3.884	3.944	4.068
Aug-2014	3.838	3.881	3.982
Sep-2014	3.792	3.819	3.911
Oct-2014	3.681	3.69	3.785
Nov-2014	3.647	3.557	3.646
Dec-2014	3.411	3.384	3.474

Jan-2015	2.997	3.081	3.143
Feb-2015	2.858	2.957	3.081
Mar-2015	2.897	3.058	3.251
Apr-2015	2.782	2.935	3.074
May-2015	2.888	2.999	3.088
Jun-2015	2.873	2.972	3.079
Jul-2015	2.788	2.884	3.004
Aug-2015	2.595	2.683	2.791
Sep-2015	2.505	2.563	2.63
Oct-2015	2.519	2.525	2.567
Nov-2015	2.467	2.486	2.538
Dec-2015	2.31	2.346	2.433
Jan-2016	2.143	2.201	2.299
Feb-2016	1.998	2.076	2.183
Mar-2016	2.09	2.145	2.205
Apr-2016	2.152	2.208	2.265
May-2016	2.315	2.344	2.375
Jun-2016	2.423	2.443	2.487
Jul-2016	2.405	2.415	2.458
Aug-2016	2.351	2.353	2.391
Sep-2016	2.394	2.398	2.408
Oct-2016	2.454	2.451	2.466
Nov-2016	2.439	2.454	2.482
Dec-2016	2.51	2.538	2.568
Jan-2017	2.58	2.632	2.671
Feb-2017	2.568	2.627	2.661
Mar-2017	2.554	2.609	2.622
Apr-2017	2.583	2.622	2.639
May-2017	2.56	2.605	2.634
Jun-2017	2.511	2.556	2.601
Jul-2017	2.496	2.538	2.579
Aug-2017	2.595	2.619	2.619
Sep-2017	2.785	2.81	2.753
Oct-2017	2.794	2.803	2.757
Nov-2017	2.909	2.884	2.851
Dec-2017	2.909	2.902	2.916
Jan-2018	3.018	3.052	3.099
Feb-2018	3.046	3.096	3.15
Mar-2018	2.988	3.029	3.112
Apr-2018	3.096	3.11	3.151
May-2018	3.244	3.243	3.264
Jun-2018	3.253	3.25	3.291
Jul-2018	3.233	3.228	3.277
Aug-2018	3.218	3.217	3.266
Sep-2018	3.262	3.247	3.266
Oct-2018	3.365	3.35	3.349
Nov-2018	3.3	3.304	3.352
Dec-2018	3.123	3.166	3.27
Jan-2019	2.98	3.051	3.201
Feb-2019	2.997	3.059	3.168
Mar-2019	3.076	3.125	3.194
Apr-2019	3.121	3.157	3.209

May-2019	3.161	3.177	3.237
Jun-2019	3.089	3.114	3.173
Jul-2019	3.045	3.074	3.126
Aug-2019	3.005	3.028	3.065
Sep-2019	3.016	3.028	3.038
Oct-2019	3.053	3.047	3.041
Nov-2019	3.069	3.05	3.047
Dec-2019	3.055	3.062	3.092
Jan-2020	3.048	3.088	3.127
Feb-2020	2.91	2.959	3.078
Mar-2020	2.729	2.788	2.915
Apr-2020	2.493	2.589	2.712
May-2020	2.392	2.499	2.632
Jun-2020	2.408	2.507	2.63
Jul-2020	2.434	2.524	2.64
Aug-2020	2.429	2.513	2.627
Sep-2020	2.414	2.492	2.603
Oct-2020	2.389	2.468	2.576
Nov-2020	2.432	2.485	2.559
Dec-2020	2.585	2.622	2.62
Jan-2021	2.681	2.724	2.728
Feb-2021	2.847	2.884	2.872
Mar-2021	3.152	3.126	3.068
Apr-2021	3.13	3.101	3.075
May-2021	3.217	3.195	3.133
Jun-2021	3.287	3.275	3.209
Jul-2021	3.339	3.31	3.248
Aug-2021	3.35	3.316	3.264
Sep-2021	3.384	3.348	3.293
Oct-2021	3.612	3.589	3.494
Nov-2021	3.727	3.702	3.659
Dec-2021	3.641	3.626	3.638
Jan-2022	3.724	3.72	3.711
Feb-2022	4.032	4.077	4.047
Mar-2022	5.105	5.183	5.12
Apr-2022	5.12	5.174	5.22

EMD_EPD2DXL0_PTE_ R1Y_DPG Central Atlantic (PADD 1B) No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)	EMD_EPD2DXL0_PTE_ R1Z_DPG Lower Atlantic (PADD 1C) No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)	EMD_EPD2DXL0_PTE_ R20_DPG Midwest No 2 Diesel Ultra Low Sulfur (0- 15 ppm) Retail Prices (Dollars per Gallon)	EMD_EPD2DXL0_PTE_ R30_DPG Gulf Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)
2.555	2.434	2.464	2.415
2.7	2.632	2.661	2.625
2.858	2.817	2.831	2.796
2.863	2.775	2.784	2.75
2.88	2.779	2.795	2.763
2.93	2.819	2.87	2.802
2.908	2.809	2.881	2.805
3.024	2.91	2.986	2.895
3.168	3.022	3.077	2.988
3.501	3.341	3.394	3.316
3.524	3.326	3.326	3.282
3.499	3.32	3.289	3.26
3.523	3.383	3.358	3.343
4.071	3.876	3.865	3.833
4.294	4.077	4.053	4.024
4.618	4.415	4.392	4.37
4.867	4.679	4.615	4.64
4.863	4.72	4.638	4.68
4.51	4.303	4.236	4.253
4.184	4.036	4.001	3.993
3.735	3.611	3.57	3.54
3.152	2.923	2.844	2.823
2.681	2.493	2.441	2.4
2.512	2.305	2.278	2.228
2.439	2.183	2.154	2.14
2.32	2.082	2.041	2.058
2.397	2.201	2.169	2.193
2.389	2.207	2.175	2.201
2.644	2.507	2.505	2.498
2.661	2.511	2.517	2.496
2.75	2.623	2.612	2.589
2.742	2.587	2.609	2.551
2.792	2.633	2.662	2.61
2.916	2.765	2.776	2.739
2.865	2.715	2.727	2.699
2.991	2.836	2.815	2.807
2.93	2.782	2.744	2.746
3.052	2.894	2.886	2.879
3.174	3.024	3.037	3.019
3.2	3.035	3.041	3.025
3.084	2.914	2.916	2.894
3.027	2.875	2.879	2.864
3.044	2.918	2.931	2.914

3.025	2.895	2.923	2.884
3.16	2.997	3.039	2.967
3.258	3.084	3.124	3.055
3.375	3.196	3.222	3.176
3.541	3.371	3.353	3.339
3.748	3.571	3.533	3.531
4.046	3.876	3.855	3.838
4.191	4.009	4.025	3.991
4.189	3.991	4.001	3.979
4.063	3.89	3.885	3.876
4.042	3.884	3.88	3.862
4	3.837	3.84	3.823
3.966	3.797	3.808	3.771
3.921	3.749	3.754	3.725
4.06	3.881	3.952	3.86
3.977	3.807	3.807	3.764
4.006	3.824	3.723	3.757
4.131	3.951	3.843	3.878
4.26	4.102	4.019	4.041
4.261	4.079	4.013	4.025
4.108	3.94	3.877	3.885
3.891	3.699	3.676	3.678
3.851	3.686	3.682	3.639
4.034	3.918	3.971	3.875
4.174	4.043	4.062	4.018
4.183	3.997	4.058	3.993
4.174	3.937	3.95	3.891
4.145	3.938	3.937	3.857
4.099	3.91	3.854	3.834
4.224	4.087	4.078	4.024
4.164	4.037	4.031	4.006
4.019	3.902	3.911	3.843
3.919	3.803	3.907	3.756
3.91	3.764	3.871	3.75
3.938	3.802	3.85	3.794
3.976	3.847	3.873	3.829
4.033	3.902	3.942	3.875
3.961	3.833	3.855	3.796
3.913	3.797	3.812	3.755
3.98	3.844	3.867	3.776
4.074	3.84	3.862	3.781
4.34	3.903	3.982	3.788
4.308	3.965	3.992	3.803
4.194	3.949	3.942	3.807
4.149	3.926	3.91	3.796
4.078	3.888	3.86	3.79
4.032	3.85	3.828	3.782
3.965	3.794	3.782	3.744
3.9	3.735	3.731	3.704
3.761	3.615	3.631	3.613
3.625	3.485	3.735	3.537
3.465	3.303	3.46	3.312

3.188	2.984	2.951	2.91
3.082	2.836	2.788	2.777
3.269	2.857	2.803	2.749
3.098	2.784	2.665	2.651
3.151	2.866	2.764	2.78
3.116	2.842	2.762	2.769
3.004	2.768	2.682	2.676
2.805	2.568	2.509	2.458
2.68	2.461	2.459	2.353
2.639	2.431	2.566	2.322
2.597	2.39	2.478	2.289
2.473	2.231	2.258	2.191
2.328	2.085	2.059	2.041
2.203	1.957	1.927	1.884
2.252	2.052	2.054	1.972
2.316	2.113	2.104	2.024
2.435	2.268	2.282	2.182
2.534	2.364	2.382	2.292
2.51	2.334	2.371	2.262
2.442	2.278	2.317	2.221
2.492	2.323	2.372	2.248
2.554	2.369	2.425	2.326
2.562	2.366	2.381	2.311
2.647	2.448	2.461	2.391
2.789	2.514	2.528	2.43
2.768	2.52	2.493	2.423
2.751	2.506	2.479	2.402
2.767	2.516	2.516	2.444
2.749	2.498	2.494	2.407
2.702	2.443	2.439	2.355
2.682	2.427	2.44	2.329
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2.913	2.748	2.736	2.631
2.928	2.724	2.766	2.616
3.031	2.786	2.876	2.692
3.063	2.786	2.862	2.706
3.241	2.91	2.973	2.813
3.29	2.95	2.995	2.835
3.22	2.88	2.913	2.796
3.271	2.989	3.013	2.897
3.395	3.133	3.179	3.019
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3.396	3.101	3.163	3
3.386	3.089	3.143	2.993
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3.228	2.9	2.826	2.797
3.249	2.907	2.89	2.803
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3.37	3.034	3.049	2.908
3.298	2.978	2.978	2.834
3.264	2.937	2.947	2.802
3.208	2.898	2.914	2.761
3.201	2.908	2.92	2.786
3.233	2.921	2.964	2.804
3.246	2.917	2.967	2.79
3.248	2.93	2.973	2.774
3.264	2.962	2.945	2.802
3.142	2.813	2.782	2.674
2.978	2.634	2.587	2.502
2.767	2.443	2.34	2.274
2.675	2.353	2.237	2.174
2.682	2.363	2.262	2.182
2.7	2.382	2.307	2.196
2.69	2.37	2.31	2.179
2.671	2.348	2.295	2.167
2.651	2.322	2.266	2.145
2.685	2.336	2.322	2.181
2.817	2.493	2.514	2.339
2.904	2.604	2.622	2.443
3.038	2.784	2.805	2.604
3.266	3.043	3.118	2.94
3.263	2.998	3.064	2.925
3.367	3.091	3.162	2.995
3.438	3.178	3.231	3.04
3.476	3.21	3.262	3.08
3.484	3.213	3.253	3.07
3.495	3.26	3.296	3.116
3.73	3.512	3.554	3.361
3.853	3.611	3.624	3.471
3.802	3.515	3.505	3.361
3.88	3.622	3.594	3.463
4.224	3.99	3.891	3.804
5.318	5.11	4.912	4.937
5.347	5.058	4.936	4.885

EMD_EPD2DXL0_PTE_ R40_DPG	EMD_EPD2DXL0_PTE_ R50_DPG	EMD_EPD2DXL0_PTE_ SCA_DPG	EMD_EPD2DXL0_PTE_ R5XCA_DPG West Coast (PADD 5)
Rocky Mountain No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)	West Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)	California No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)	Except California No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)
2.544	2.782	2.886	
2.742	2.815	2.885	
2.962	2.942	2.985	
2.998	2.936	2.964	
2.941	2.962	3.019	
2.978	3.032	3.123	
2.986	3.02	3.049	
2.979	3.008	3.024	
3.189	3.251	3.267	
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3.353	3.461	3.475	
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2.236	2.327	2.297	
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2.62	2.741	2.85	
2.674	2.783	2.837	
2.692	2.801	2.856	
2.817	2.902	2.962	
2.763	2.852	2.913	
2.8	2.935	2.997	
2.794	2.875	2.938	
2.917	3.004	3.058	
3.092	3.179	3.206	
3.132	3.179	3.205	
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2.915	3.059	3.124	
2.995	3.108	3.164	

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4.094	4.285	4.4	
4.113	4.249	4.362	
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3.841	4.012	4.106	
3.837	3.915	4.009	
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3.996	4.18	4.24	4.108
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3.747	3.865	3.938	3.776
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3.493	3.471	3.542	3.385

2.966	3.075	3.212	2.91
2.773	2.968	3.11	2.795
2.78	3.041	3.182	2.865
2.718	2.956	3.098	2.781
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2.105	2.394	2.526	2.23
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2.16	2.357	2.459	2.228
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2.542	2.87	2.957	2.762
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2.631	2.795	2.895	2.672
2.594	2.781	2.876	2.664
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2.818	3.088	3.168	2.989
2.892	3.099	3.172	3.01
2.997	3.37	3.587	3.104
2.979	3.339	3.559	3.062
2.972	3.397	3.639	3.092
2.961	3.422	3.68	3.097
2.932	3.4	3.654	3.081
3.133	3.565	3.773	3.303
3.317	3.736	3.941	3.477
3.341	3.76	3.982	3.481
3.366	3.735	3.957	3.455
3.358	3.714	3.94	3.428
3.362	3.751	3.973	3.47
3.394	3.853	4.086	3.561
3.369	3.787	4.018	3.496
3.178	3.62	3.858	3.321
2.967	3.478	3.753	3.131
2.888	3.455	3.734	3.104
2.949	3.508	3.789	3.153
3.089	3.642	3.953	3.25

3.185	3.783	4.128	3.348
3.095	3.693	4.035	3.262
2.98	3.619	3.949	3.201
2.945	3.576	3.906	3.161
2.976	3.594	3.923	3.179
3.047	3.674	3.985	3.281
3.212	3.745	4.003	3.42
3.17	3.637	3.902	3.302
3.04	3.587	3.873	3.227
2.887	3.481	3.787	3.099
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2.351	2.897	3.182	2.552
2.347	2.928	3.216	2.579
2.344	2.956	3.254	2.593
2.366	2.96	3.263	2.592
2.358	2.947	3.259	2.568
2.325	2.926	3.246	2.538
2.448	2.979	3.25	2.651
2.567	3.082	3.356	2.753
2.598	3.147	3.439	2.796
2.746	3.304	3.607	2.94
3.2	3.622	3.931	3.252
3.249	3.648	3.98	3.251
3.331	3.721	4.024	3.357
3.399	3.809	4.095	3.467
3.598	3.916	4.195	3.582
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3.629	4.024	4.324	3.663
3.706	4.177	4.481	3.813
3.83	4.398	4.745	3.991
3.743	4.392	4.776	3.955
3.697	4.454	4.803	4.058
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4.86	5.733	6.133	5.279
5.086	5.807	6.26	5.293

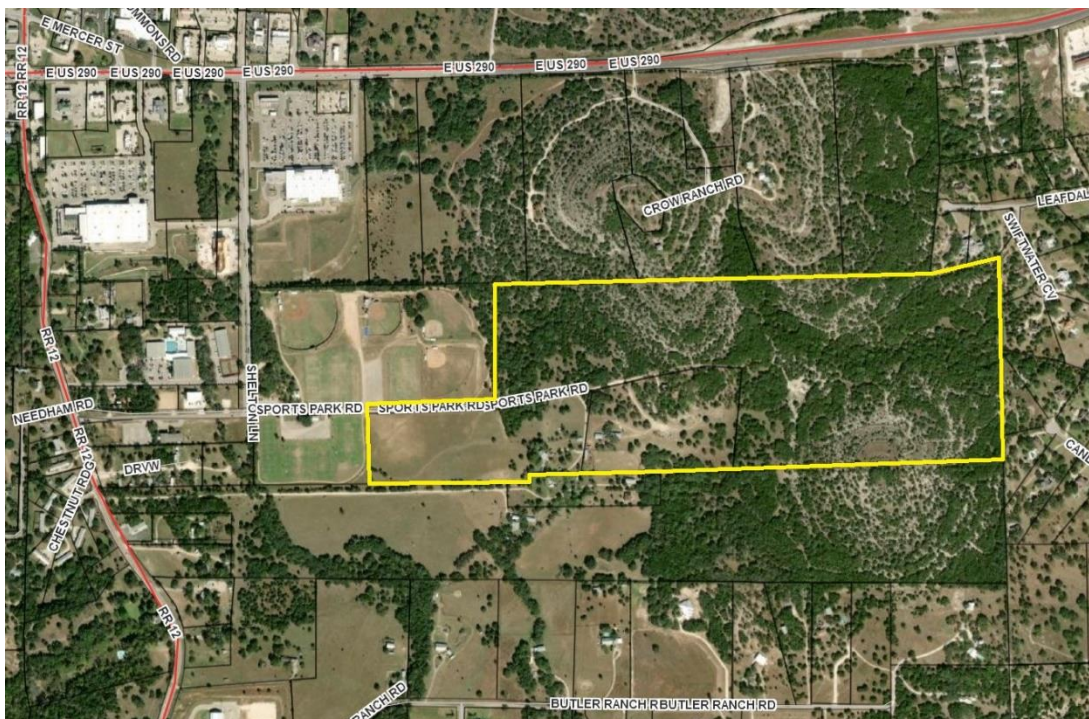


City of Dripping Springs

511 Mercer Street
Dripping Springs, Texas 78620

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

Meeting Date:	June 7, 2022
Agenda Item Wording:	Public hearing and consideration of approval of an Ordinance rezoning a property from AG to PDD # 14 with a base zoning of SF-3, SF-5, and LR with primarily residential uses with some local retail and governmental uses for property located south of U.S. 290 and east of Rob Shelton Blvd. along Sports Park Road adjacent to the Sports and Recreation Park and commonly known as "Village Grove", directly south and adjacent to Wallace Mountain, and directly west and adjacent to The Preserve subdivision.
Agenda Item Requestor:	Matthew Scrivener, Austin Land Innovations
Applicant:	Matthew Scrivener, Austin Land Innovations
Owner:	Austin Land Innovations
Date of Application:	November 30, 2021
P&Z Recommendation	P&Z at their regular May meeting recommended approval of the project, as presented, with the requirement that the ancillary agreements required for performance of the project also be completed.
Staff Recommendation	Staff recommends postponement of the request until a date certain , to allow for more time to complete those certain ancillary agreements required for the performance of the project.



Summary/Background:

The subject property was annexed into the Dripping Springs corporate limits effective February 1, 2022 and at that time was assigned the lowest-intensity zoning category of Agriculture. The City also consented to the creation of a Municipal Utility District. The applicant now requests the creation of a Planned Development District for the approximately 112 acres, generally located at a point at the eastern terminus of Sports Park Road, and south of Wallace Mountain, and west of The Preserve subdivision. The applicant seeks to establish a mixed-use Planned Development with base zoning district of Single-family residential—Town center (SF-3), Single-family attached residential, Garden Home (SF-5), and Local retail (LR), with the intent of developing 180 single-family detached units on lots no less than 50' X 120', 331 single-family attached units located on condominium lots, a 7-acre mixed use retail and government/institutional parcel, and associated parks and storm water management facilities located throughout.



This project also involves an Offsite Road Agreement for two (2) roads connecting the property to 290 to the north, one (1) through the Burke tract and the other through the Shelton property, as well as a connection to Ranch Road 12 to the west, thru a portion of Sports and Recreation Park and also across the Kopponen property. This application was submitted in November 2021 and the City has had multiple meetings with the developer’s design team, including two meetings with the Development Agreement Working Group.

Location:

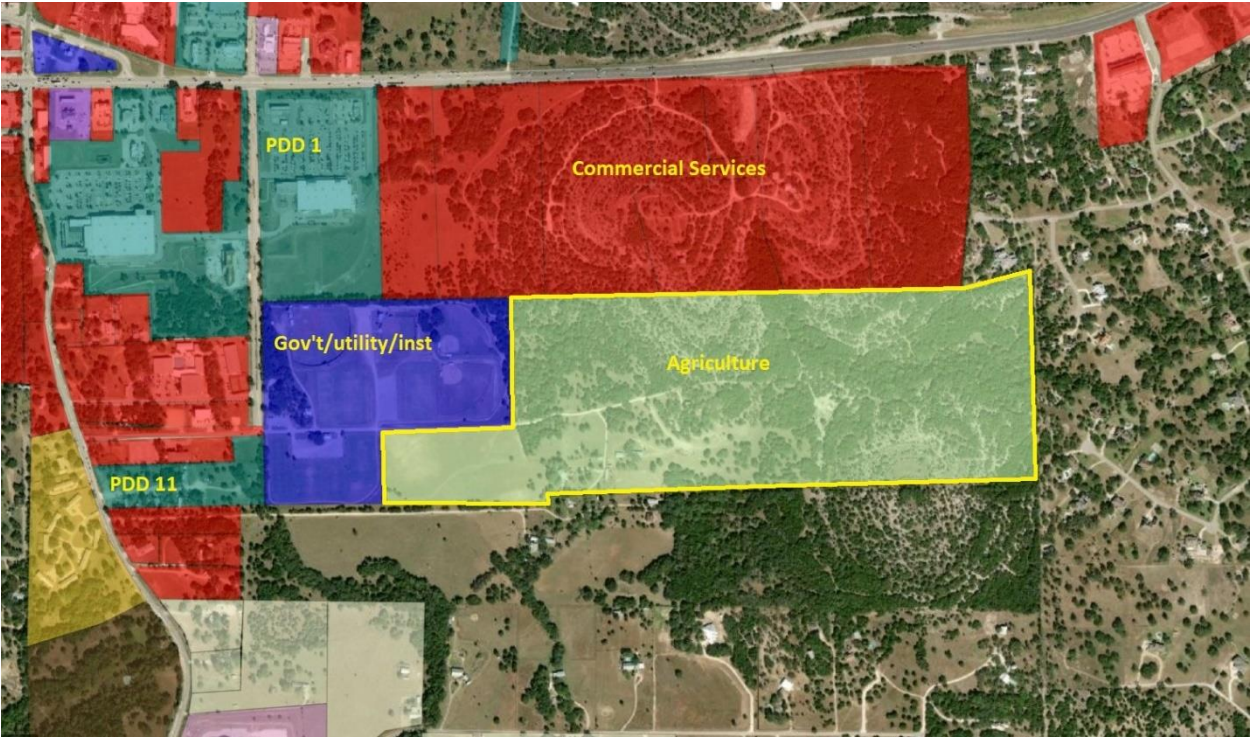
The subject property is generally located at a point between the eastern terminus of Sports Park Road, and south of Wallace Mountain, and west of The Preserve subdivision.

Physical and Natural Features:

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

Surrounding Properties:

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

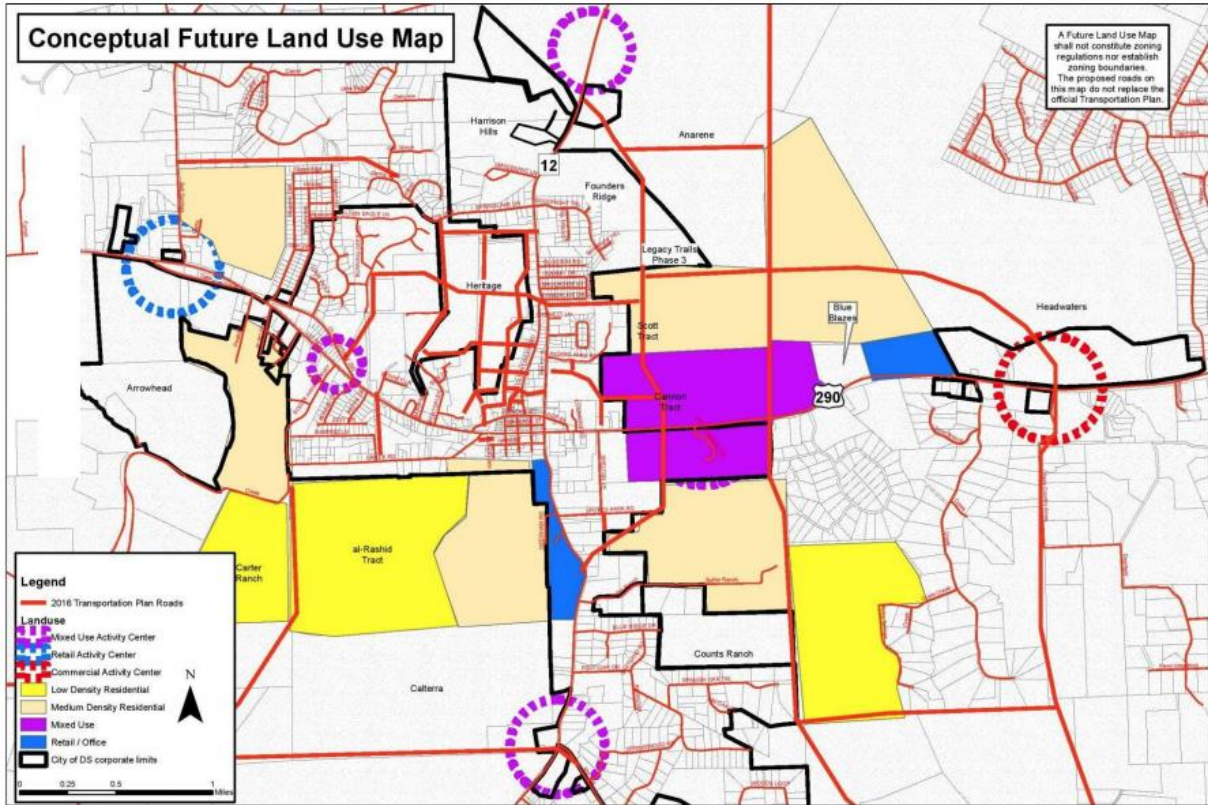


The current zoning, future land use designation, and existing uses on the adjacent properties to the north, south, east, and west are outlined in the table below:

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

Future Land use Map and Zoning Designation:

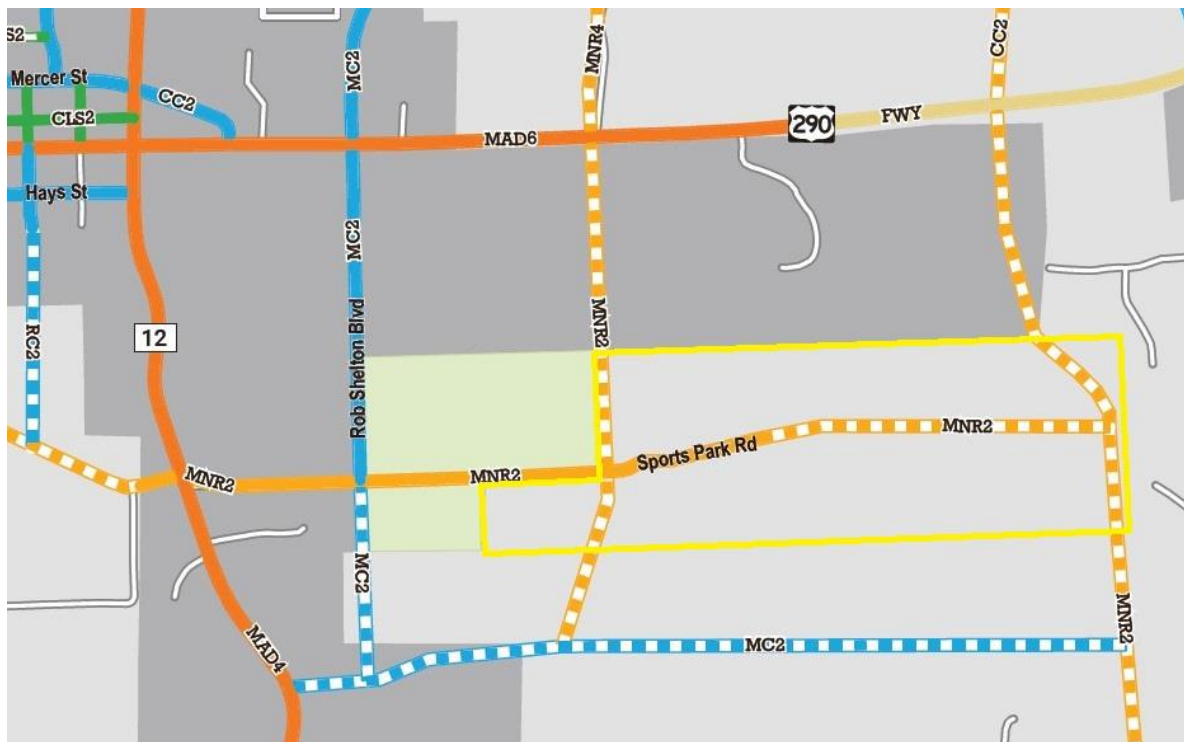
The subject property is designated on the Future Land Use Map as Medium Density Residential. This category includes small lot, single-family homes used for residential uses. A portion of the proposed PDD (7 of the 112 acres) is designated mixed use, which is congruent with the development of the remainder,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



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

Other Master Plans:

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



Offsite Road Transportation/ Road Improvements:

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

The transportation improvements proposed to be constructed by Village Grove are those that provide additional roadway capacity and much needed relief to the RR 12 & US 290 intersection. These improvements align with the City’s transportation priorities. The construction of a four-lane east/west arterial provides needed mobility in this quadrant of the city. A two-lane roadway is needed to meet the traffic demands of the Village Grove development, but ultimately a four-

lane roadway is needed for the demands of the entire system area to accommodate future growth. Additional off-site improvements have not yet been determined by the TIA.

This project also has an Offsite Road Agreement directly related to this zoning request. It is on this agenda as a separate item.

Wastewater Agreement:

The Wastewater Utility Agreement for this project is currently under negotiation and will be presented to City Council for approval with PDD. The project will connect to East Interceptor which will be built once all necessary easements are acquired, the TPDES permit is no longer being legally challenged and the South Regional Water Reclamation System has been expanded. Funding for the East Interceptor and the plant expansion has been secured through the Texas Water Development Board. If the developer elects to start the project prior to WW service being available from the city, the current draft of the WWUA allows the developer to apply for a temporary TLAP permit from TCEQ. Pump and Haul will not be permitted. Further information is contained within the packet for the Wastewater Agreement item.

Proposed Zoning District and PDD Development Regulations:

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

The Planned Development Districts permitted uses are as follows:

- | |
|--|
| <ul style="list-style-type: none"> ○ SF-3 Residential areas permitted uses: ○ Detached, Single Family areas <ul style="list-style-type: none"> ▪ Single-Family Dwelling, Detached; ▪ Garden Home/Townhome; ▪ Accessory Bldg/Structure (Residential); ▪ Home Occupation; ▪ Swimming Pool, Private; and ▪ Those uses listed in the City's zoning ordinance for the SF-3 District or any less intense residential district uses are hereby permitted by right within the Project, and others are designated as requiring a Conditional Use Permit (CUP). |
| <ul style="list-style-type: none"> ○ SF-5 Residential permitted uses: ○ Townhome areas |

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

LR Permitted Uses:
Commercial/ Civic Center Area

- Accessory Bldg./ Structure (Non- Residential)
- Garden Home/Townhome
- Home Occupation
- Living Quarters on Site with Business
- Residential Loft
- Bank
- Offices, General / Professional
- Office, Brokerage Services
- Office, Health Services
- Office, Legal Services
- Office, Professional
- Office, Real Estate Office
- Insurance Agency Offices
- Antique Shop
- Appliance Repair
- Art Dealer/ Gallery
- Artisan's Shop
- Artist Studio w/out living quarters
- Bakery or Confectionary Retail
- Barbershop
- Beauty Shop/Nail Salon
- Bicycle Sales and Repair
- Book Store
- Computer Sales
- Consignment Shop
- Cooking School
- Dance/ Drama/ Music Studio or School
- Drapery, Blind Upholstery Store
- Financial Services
- Florist Shop
- Food or Grocery Store – Limited

- Furniture Store (New and/or Used)
 - Garden Shop (Inside Storage)
 - Hardware Store
 - Locksmith
 - Market (Public)
 - Mobile food vendor- 10 days or less
 - Needlework Shop
 - Pet Shop/Supplies (no live animal sales)
 - Pharmacy
 - Photocopying / Duplicating
 - Photography Studio
 - Restaurant (No Drive- Through Service)
 - Tailor Shop
 - Travel Agency
 - Civic/ Conference Center
 - Health Club
 - Museum
 - Park and /or Playground
 - Community Center (Municipal)
 - Fire Station
 - Medical Clinic or Office
 - Library
 - Post Office
 - Contractors Office (No Outside Storage)
 - Government Building (Municipal, County, State, Federal; No outdoor storage of construction/repair materials, heavy equipment, or service vehicles over ¾ tons)
- Uses not specifically listed above are not permitted by right within this zoning district.

Permitted Uses w/ Conditional Approval

SF-3 Residential:

- Sewage Pumping Station
- Wastewater Treatment Plant

- Wastewater Treatment Plant
- Contractor’s Temporary On-site Office
- Sewage Pumping Station
- Wastewater Treatment Plant

SF-5 Residential:

- Community or Group Home
- Child Day-Care Facility
- Group Day-Care Home
- Home for the Aged, Residential

LR Commercial/ Civic Center Area:

- Armed Services Recruiting Center

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

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

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

Other development regulations:

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

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

2.4.7 Parking.

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

Design of Residences

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

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

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

- 1. A minimum of two wall planes on the front elevation, offset a minimum of 18 inches;

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

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

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

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

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

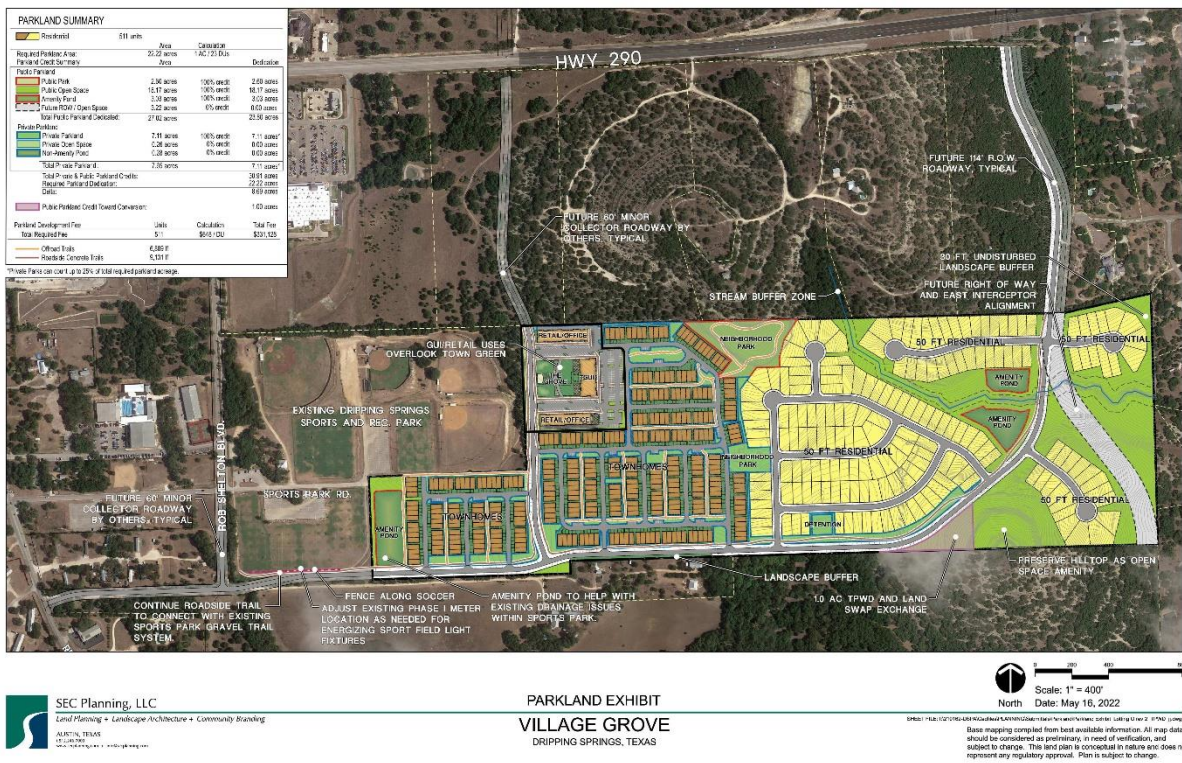
(ii) Townhome Building Variety. Multi-unit townhome buildings shall consist of no more than five (5) attached dwelling units. Planning with buildings of a variety of unit mixes is encouraged. Multi-unit townhome buildings consisting of five (5) dwelling units shall not adjoin one another.

(c) Commercial and Civic Buildings:

- (i) Design of all buildings for commercial or civic uses shall meet the requirements of the City Exterior Design and Architectural Standards Ordinance Sec. 24.03 of the City Code of Ordinances.
- (ii) Alternative Design Standards for any building type may be developed in order to create unique or enhanced design standards with equivalent or increased aesthetic effect. The considerations and findings for approval and the approval and appeal process for an Alternative Design Standard shall be as provided in Sec. 24.03.007. Such Alternative Design Standards shall incorporate the building material preferences and incentives as defined in Sec. 24.03.053(c)

Parkland:

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



Highlights:

1. A minor arterial roadway will be built from Ranch Road 12 eastward to US 290. The right of way and the first two lanes will be built as a function of this project; the remaining two lanes will be built at a future date to be determined.
2. The project will feature roughly 31 acres of public and private amenity parkland, programmed for both passive and active recreational opportunities.
3. The 2021 Future Transportation Plan includes necessary off-highway facility improvements, and this project will further the goals of that study with some 5,000 feet of 10-foot wide paved shared use pathways along the arterial spine road.
4. The developer has included seven acres of mixed use acreage that can be programmed with not only a public plaza, but also a civic center that could serve as a future city hall or other community/civic/institutional amenity.
5. The site features ~~331~~ 311 attached, single-family residences which is a product type that is a conspicuous minority of dwelling in Dripping Springs. This style of residential architecture and land use provides a break from the homogeneity of detached dwellings and multi-family dwellings, and also can combat the growing challenge of affordability which threatens economic wellness of the community at-large.

Outstanding Issues Requiring resolution:

1. Off-site road agreement: primarily details, such as roadway section widths, financial responsibility, incorporating the recommendations of the Traffic Impact Analysis, and incorporating adjacent properties (PDD #11) onto the new minor arterial.

2. Parks: although the concept plan of the layout of the internal parks and the operations and maintenance of the 30+ acres of parkland have been approved by the Parks Board, the specific site planning and construction drawings will need to be reviewed and approved by the Parks Board prior to construction activities beginning; details of the land swap and location of the parkland being consumed for right-of-way, as administered by Texas Parks & Wildlife. These items will be finalized at later stages of the development but pursuant to the Park Commission prior approvals.
3. Civic site: most of the details of the operations and programming of the 7-acre civic site still need to be confirmed amongst the parties with standing. This will be done through negotiation after approval of this project. A separate donation agreement and letter of intent are part of this packet.
4. Tree installations/replacement: an outstanding issue of tree size at the time of installation, as well as the efficacy of assigning an acceptable season in which the project can be planted, should be agreed upon by all persons involved. – *This language has been offered to the developer and should be ready for the document by June 7th, but has not been incorporated into the PDD document as of this writing.*

Evaluation:

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

Article 30.03.007 (c)(3)	
a) The plan's compliance with all provisions of the zoning ordinance and other ordinances of the city.	The PDD is in compliance with all provisions of the city's code of ordinances, with the exceptions of the variance amendments requested herein.
b) The impact of the development relating to the preservation of existing natural resources on the site and the impact on the natural resources of the surrounding properties and neighborhood.	The development of the property will consume nearly 112 acres of undeveloped land, which today serves as de facto open space. The developer will offset the loss of these open space acres by retaining roughly 30 acres for active and passive recreation, and further by planting two (2) three-inch* caliper trees for every one-family detached residential lot, two (2) three-inch* caliper trees for each garden home structure, and 237 2.5-inch* caliper trees along the rights of way and commercial areas for a total of 697 newly installed overstory canopy trees. By designing <i>with</i> the primary landforms found on the acreage, as opposed to <i>despite</i> the elevations, the development team has been able to reduce and/or minimize mass grading to the greatest extent possible, so that the natural, pre-development condition of the site can remain as close to intact after construction activities are complete. The city's expectation that grading alterations remain minimal is being monumented in the PDD ordinance language and table of variances as directed by the city's engineer. <i>*to be examined, reduced caliper size proposed</i>

	<p>c) The relationship of the development to adjacent uses in terms of harmonious design, facade treatment, setbacks, building materials, maintenance of property values, and any possible negative impacts.</p>
	<p>The proposed development is a closely related use to the residential uses adjacent to the east, is mutually beneficial to the institutional uses to the west and furthers the goals of the future land use map by providing those exact uses called for in the existing comprehensive plan. The development is proposing design standards for the homes consistent with existing city guidelines and projects that have been approved in the city’s immediate past. The standards would require 100% masonry on all residential elevations which include native stone, brick, masonry, stucco, and cementitious siding. The development will also provide variation on the front façade of all residences to ensure a nonrepetitive streetscape.</p>
	<p>d) The provision of a safe and efficient vehicular and pedestrian circulation system.</p>
	<p>The applicant has worked with staff to ensure safe and efficient vehicular and pedestrian circulation. The development team has had several conversations with City Staff, DAWG (2), Transportation Committee (3), and TxDOT (2) to discuss transportation improvements associated with the development. As stated above, the applicant will be installing an east/west minor arterial connection through the property from RR12 to US Highway 290 that will provide the site with adequate access, and relieve some of the volume that travels through the RR12/US290 intersection. These system improvements are substantially in compliance with the published terms of the city’s Future Transportation Plan, adopted by the Mayor & City Council in October of 2021.</p>
	<p>e) The general design and location of off-street parking and loading facilities to ensure that all such spaces are usable and are safely and conveniently arranged.</p>
	<p>The parking for residential uses is compatible with the city’s current parking requirements for dwellings. If any of the amenities in the project are to change, parking will be reevaluated by the Development Review Committee (City Planner, City Engineer, City Administrator, Building Official.) Parking metrics, including number of parking spaces, locations, and assigned uses will be finally determined in the joint use agreement associated with the 7-acre mixed use site.</p>
	<p>f) The sufficient width and suitable grade and location of streets designed to accommodate prospective traffic and to provide access for firefighting and emergency equipment to buildings.</p>
	<p>The applicant is proposing efficient traffic circulation and will be required to comply with fire code in order to provide adequate access to the structures. The transportation plan meets the satisfaction of the city’s transportation committee and furthers the goals and minimum standards of the city’s Transportation Master Plan. Finally, the development of this property, and the associated roadway extension from the northeast corner to US290 creates the opportunity for an additional emergency services access to The Preserve subdivision, off-site to the northeast of this project.</p>
	<p>g) The coordination of streets to arrange a convenient system consistent with the transportation plan of the city.</p>
	<p>The applicant has worked with staff to ensure that roadway network system within the development is compatible with the city’s recently adopted Transportation Master Plan. The current transportation plan extends a minor, 2-lane arterial from RR12 to</p>

	US Highway 290, which will be expanded to 4-lanes when conditions warrant. The proposed transportation plan proposes an off-site north/south connection to directly link the 7-acre mixed-use site with US290 at Lone Peak as well. These new thoroughfares will ensure that there is proper safety and adequate circulation for vehicles and pedestrian traffic despite being added to an existing regional system that is intermittently at- or over capacity.
h)	The use of landscaping and screening to provide adequate buffers to shield lights, noise, movement, or activities from adjacent properties when necessary, and to complement and integrate the design and location of buildings into the overall site design.
	The applicant is proposing landscape buffer screens for adjacent residential lots to the south and to the east, including a decorative wall along the south boundary with the five-acre residential property to the south. Within the development the applicant is proposing fencing up to 8 feet in height along any collector or arterials streets to provide a buffer from the adjacent residential lots.
i)	Exterior lighting to ensure safe movement and for security purposes, which shall be arranged so as to minimize glare and reflection upon adjacent properties.
	The development will comply with the city's lighting ordinance.
j)	The location, size, accessibility, and configuration of open space areas to ensure that such areas are suitable for intended recreation and conservation uses
	The applicant presented their Parkland Dedication to the Parks Commission on April 4, 2022. The Parks Commission voted to recommend approval of the Parkland dedication. Once created, site development plans for the construction of the parks in the project will need review and approval by the Parks Commission.
k)	Protection and conservation of soils from erosion by wind or water or from excavation or grading.
	The applicant will be required to conform to all ordinances as well as State regulations regarding conservation and erosion control at the time of development.
l)	Protection and conservation of watercourses and areas subject to flooding.
	There is only a minor water course known to cause stormwater flood issues, and it's an off-site channel that traverses the Sports and Recreation Park soccer fields. The applicant will re-design the previous stormwater facility, and create a new water quality detention pond that will capture not only their own stormwater runoff, but intercept that which is currently causing flood conditions inside the park.
m)	The adequacy of water, drainage, sewerage facilities, solid waste disposal, and other utilities necessary for essential services to residents and occupants.
	The applicant is in the process of negotiating a wastewater and water agreement with the City in order to secure LUEs for the site. Furthermore, the applicant will provide all utilities and facilities required of the development and they will be constructed in accordance with the public improvement plans. The development will also manage drainage, providing stormwater detention and water quality facilities per City and TCEQ regulations.
n)	Consistency with the comprehensive plan.
	The comprehensive plan and future land use plan designates the area as medium density residential which allows for a smaller lot residential development. Though the development is primarily residential it will feature approximately seven acres of

mixed use that is harmonious with existing adjacent uses.

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

Alternatives/Options:	Approval as presented, potentially conditioned to associated agreements being approved; or deferral of the item back to a contributing Board, Commission, or working group; or deny as presented.
Budget/Financial Impact:	The City will gain additional property tax, roads, trails, utility infrastructure, an as-yet undetermined amount of civic acreage, a partial park development fee, and various development fees.
Attachments:	<ul style="list-style-type: none"> - Proposed Planned Development District - Exhibits - Staff Report - Public comments
Related Documents at City Hall:	Zoning Application
Public Notice Process:	Notice for the May 24, 2022 and June 7, 2022 public hearings were published in the newspaper and on the City’s Website.
Public Comments:	Yes, please see the exhibits attached to this agenda.
Enforcement Issues:	N/A
Comprehensive Plan Element:	This property is listed as Medium Density Residential on the Future Land Use Map.

PLANNED DEVELOPMENT DISTRICT No. ____:
Village Grove

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. FINDINGS OF FACT

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

2. ENACTMENT

A. Zoning District Created. PDD – ___ is hereby established consistent with *Attachment “A,”* which is attached hereto and incorporated into this Ordinance for all intents and purposes. Code of Ordinances Chapter 30, Exhibit A [Zoning Ordinance], § 3.1 [Zoning Districts] is hereby amended to add the zoning district identified as PDD – ___.

B. Zoning Map Amended. The official zoning map of the City is hereby amended to demarcate the boundaries of PDD – ___ consistent with the boundaries of the Property delineated in the Property Legal Description, *Exhibit “A”* to *Attachment “A”*.

C. PD Master Plan Approved. The PD Master Plan attached as *Exhibit “B”* to *Attachment “A”* is hereby approved. The PD Master Plan, together with *Attachment “A”*, constitutes the zoning regulations for the Project. All construction, land use and development of the Property must substantially conform to the terms and conditions set forth in the PD Master Plan, this Ordinance, *Attachment “A”* and the exhibits. The PD Master Plan is intended to serve as a guide to illustrate the general vision and design concepts. The PD Master Plan is to serve as the conceptual basis for the site plan(s) subsequently submitted to the City seeking site development permit approval. This approval shall not be interpreted as approval of a variance, utility sources, or other site plan or plat requirements without specific reference in the ordinance or variance chart, or in future approvals.

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

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

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

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

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

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

3. REPEALER

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

4. SEVERABILITY

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

5. PENALTY

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

6. CODIFICATION

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

7. PROPER NOTICE & MEETING

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

8. EFFECTIVE DATE

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

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

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

Attachment “A”

City of Dripping Springs

CODE OF ORDINANCES

ARTICLE 30.03: PLANNED DEVELOPMENT DISTRICTS

PLANNED DEVELOPMENT DISTRICT NO. __:

ARTICLE I. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MUD Consent: Agreement Concerning Creation and Operation of dripping Springs

Municipal utility District No. 1.

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

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

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

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

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

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

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

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

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

ARTICLE II. DEVELOPMENT STANDARDS

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

to such plat.

2.3. Permitted Uses.

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

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

2.4. Design Specifications:

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

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

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

2.4.4 Building Height.

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

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

City Administrator.

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

- a. Minimum Front Yard:** Residential building setbacks shall be ten (10) feet from the street right of way.
- b. Minimum Side Yard:** Residential building setbacks shall be five (5) feet; provided, however corner lots will be set back a minimum of ten (10) feet from the street right of way.
- c. Minimum Rear Yard:** Residential building setbacks shall be ten (10) ten feet.
- d. Minimum Setback for Accessory Building:** For residential uses five (5) feet; no accessory buildings or structures are permitted in any residential front yard.
- e. Maximum Height of Fence:** Six (6) feet; provided, however, that the Property may have an eight (8) foot maximum height of fence where separating residential lots from adjacent arterial or collector roads. All fences shall provide a finished face to abutting streets and these fences shall not conflict with sight triangles at street intersections or obstruct views from adjacent driveways. No fence shall extend into the front Street Yard, nor shall there be artificial mounding of soil to increase the fence height.
- f. Buffer areas and Setbacks:** The buffer along such shared boundary shall meet the requirements in City Ordinance Section 28.06.052 – Landscape Buffers.

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

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

2.4.8 Parking.

- a. Residential Parking:** Development of the Property shall include parking

at a minimum of two garage spaces per residence and townhouse. There shall be parking along only one side of each internal local street and such side will be the side where there are no fire hydrants; sufficient “no parking” signs will be placed on the curbs. If fire hydrants are on both sides of the street, then parking shall be allowed on only one side and sufficient “no parking” signs or painted curb shall be on either side of the hydrant.

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

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

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

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

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

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

(b) Townhome Residences:

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

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

(c) Commercial and Civic Buildings:

- (i) Design of all buildings for commercial or civic uses shall meet the requirements of the City Exterior Design and Architectural Standards Ordinance Sec. 24.03 of the City Code of Ordinances.
- (ii) Alternative Design Standards for any building type may be developed in order to create unique or enhanced design standards with equivalent or increased aesthetic effect. The considerations and findings for approval and the approval and appeal process for an Alternative Design Standard shall be as provided in Sec. 24.03.007. Such Alternative

Design Standards shall incorporate the building material preferences and incentives as defined in Sec. 24.03.053(c)

- 2.4.10 Parkland:** The Project is required to have 23.09 acres of Parkland. The Project will include approximately 23.9 net acres that will be dedicated for Parkland, the area being shown more fully shown on *Exhibit “C”* attached hereto and incorporated herein for all purposes (the “Parkland”). This dedication of the Parkland shall fulfill all parkland dedication requirements of the Project to the City, including, but not limited to the requirements of the Parkland Dedication Ordinance under the City’s Code of Ordinances and any applicable requirements within the Subdivision Ordinance. Owner has prepared a Master Parks and Open Space Plan which has been approved by City. The Park Development Fees in Section 28.03.010 of the Applicable Rules shall be paid at time of Final Platting.
- 2.5. Parks, Trails and Open Space.** Parkland and open space and associated improvements shall be in accordance the standards shown on *Exhibit “C”* attached hereto. A Master Parks and Trails Plan shall be submitted to the City for approval prior to approval of the first preliminary plat for the Project. The Master Parks and Trails Plan shall address all issues regarding public dedication, public access, and maintenance including finalizing the location of parks, amenities, trails, and trail connections to adjacent properties. The Park Development Fee shall be paid upon approval of the final plat of the Property.
- 2.6. Access.**
- 2.6.1 Traffic Impact Analysis.** Owner has provided to the City, and the City has approved the Traffic Impact Analysis.
- 2.6.2 Roadway Alignments:** The roadway alignments shown on the PD Master Plan are approved by the City. All roadways and driveways not shown on the PD Master Plan shall be subject to the approval of the City Administrator, which approval shall not be unreasonably withheld.
- 2.7. Street Standards.** The standards for the various street widths and related landscaping and walkways are depicted on *Exhibit “F”*.
- 2.8. Utilities.** All proposed utilities within the Property will be located underground (other than above-ground appurtenances to such underground utilities and the utility provider’s three phase electric lines providing service to the entire Project). All other issues related to utilities shall be finalized by separate agreement.
- 2.9. Lighting and Signage.** All illumination for street lighting, signage, security, exterior, landscaping, and decorative facilities for the Project shall comply with Article 24.06 of the City’s Code of Ordinances (“Outdoor Lighting Ordinance”), as may be amended, from time to time. To the extent any portion of the Agreement conflicts or is inconsistent with the Outdoor Lighting Ordinance, the Outdoor Lighting Ordinance shall control. Owner, homeowners, end users and/or a Property Owner Association will be required to operate and maintain the lighting within the Project according to the Applicable Rules. Owner

agrees that the CCR’s for the Project shall reinforce this provision and be applied to all construction and builders. A Master Sign Plan shall be submitted for City approval prior to the placement of any signs that are not in compliance with either (i) the City’s Sign Ordinance or (ii) the variances described in the PD Modifications Chart attached hereto as *Exhibit “E”*.

2.10. Water Quality Buffer Zones. The Water Quality Buffer Zones are depicted on *Exhibit “G”*.

2.11. Water Quality: Owner agrees to implement and comply with the City's Water Quality Protection Ordinance in place on the Effective Date except as modified by this Ordinance or by specific variance.

2.12. Tree Replacement Plan.

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

2.12..2 The cash-in-lieu fee requirements are determined to be \$539,400. There will be 89.9 acres of Disturbed Trees (89.9 acres times \$6,000 equals \$539,400). Owner shall receive credit against the cash-in-lieu fees equal to the following:

- 180 lots with two 3-inch caliper size trees at \$685.00 per tree for a total lot credit of \$246,600, plus
- 50 townhome buildings with two 3-inch caliper size trees at \$685.00 per tree for a total lot credit of \$68,500, plus
- 237 4-inch caliper size trees to be located in the boulevards and commercial center at \$1,000.00 per tree for a total of \$237,000.

The combined total credit will be \$552,100. The total cost of tree replacements in the Tree Replacement Plan exceeds the minimum the total cost per acre of disturbance in the Tree Removal Plan.

Exhibit A Property Legal Description and Survey



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

Doucetengineers.com

112.4 Acre Tract
Hays County, Texas

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

DESCRIPTION
For a 112.4-Acre

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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Notes:

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

Units: U.S. Survey Feet.

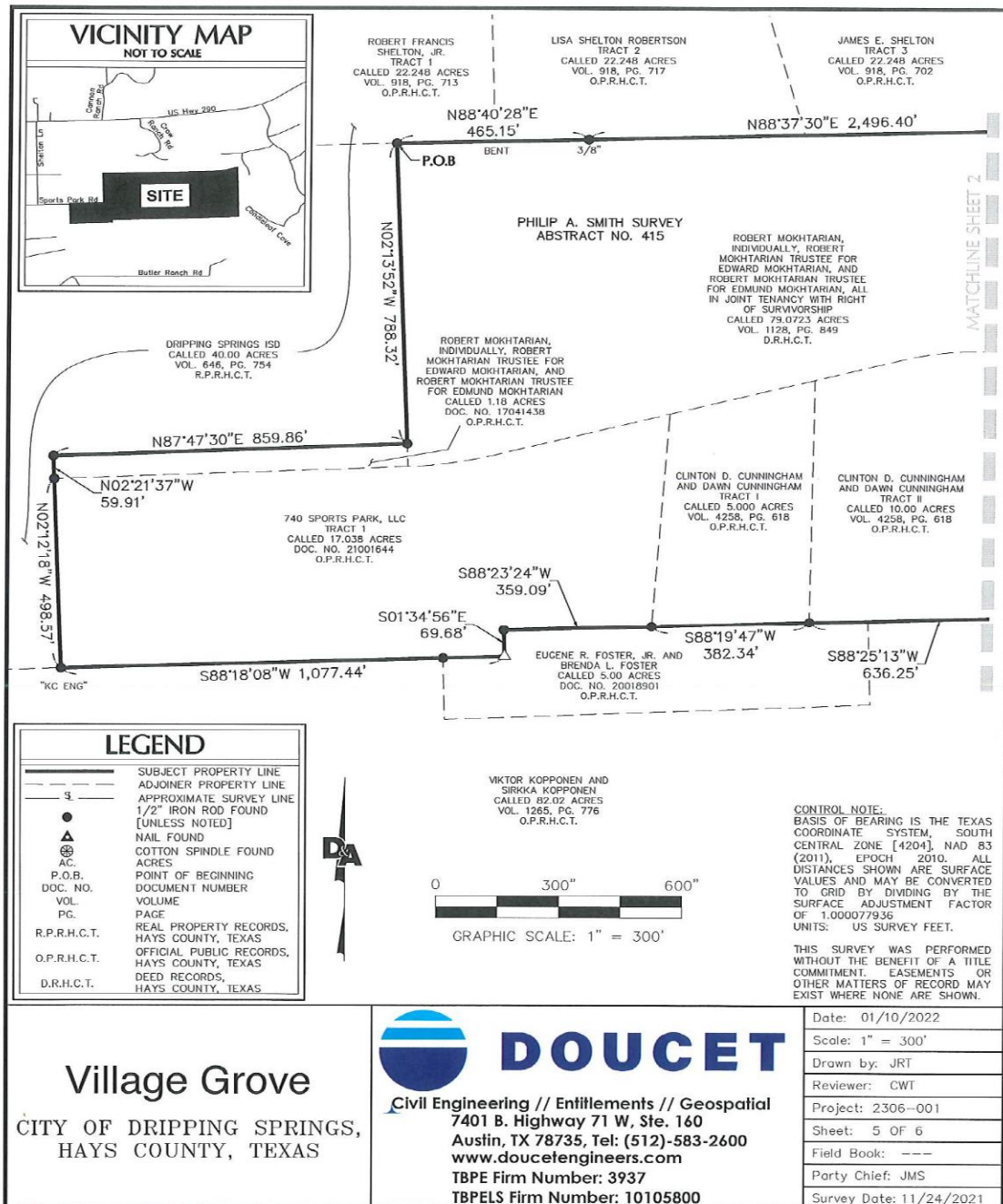
I, Christopher W. Terry, Registered Professional Land Surveyor, hereby certify that this document was prepared under 22 tac §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied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

01/10/2022

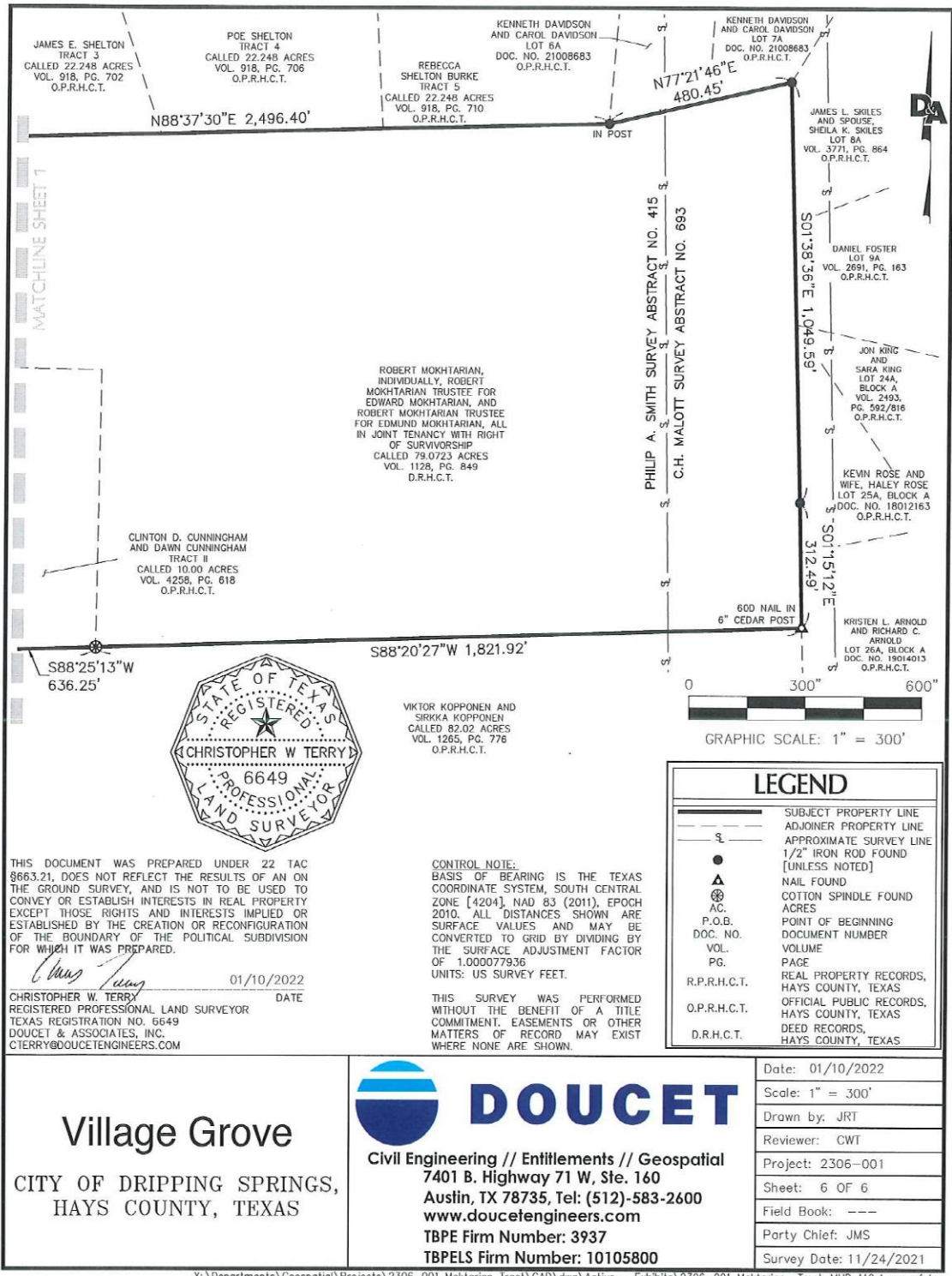
Date

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





x:\departments\Geospatial\Projects\2306-001 Mokhtarian Tract\CAD\dwg\Active - Exhibits\2306-001 Mokhtarian Tract_MUD 112.4 ac_srf.dwg



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

Christopher W. Terry 01/10/2022
 DATE

CHRISTOPHER W. TERRY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 6649
 DOUCET & ASSOCIATES, INC.
 CTERRY@DOUCETENGINEERS.COM

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

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

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



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

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

X:\Departments\Geospatial\Projects\2306-001 Mokhtarian Tract\CAD\dwg\Active - Exhibits\2306-001 Mokhtarian Tract_MUD 112.4 ac_srf.dwg

Exhibit C Parks, Trails and Open Space Plan



Exhibit D Lotting Plan



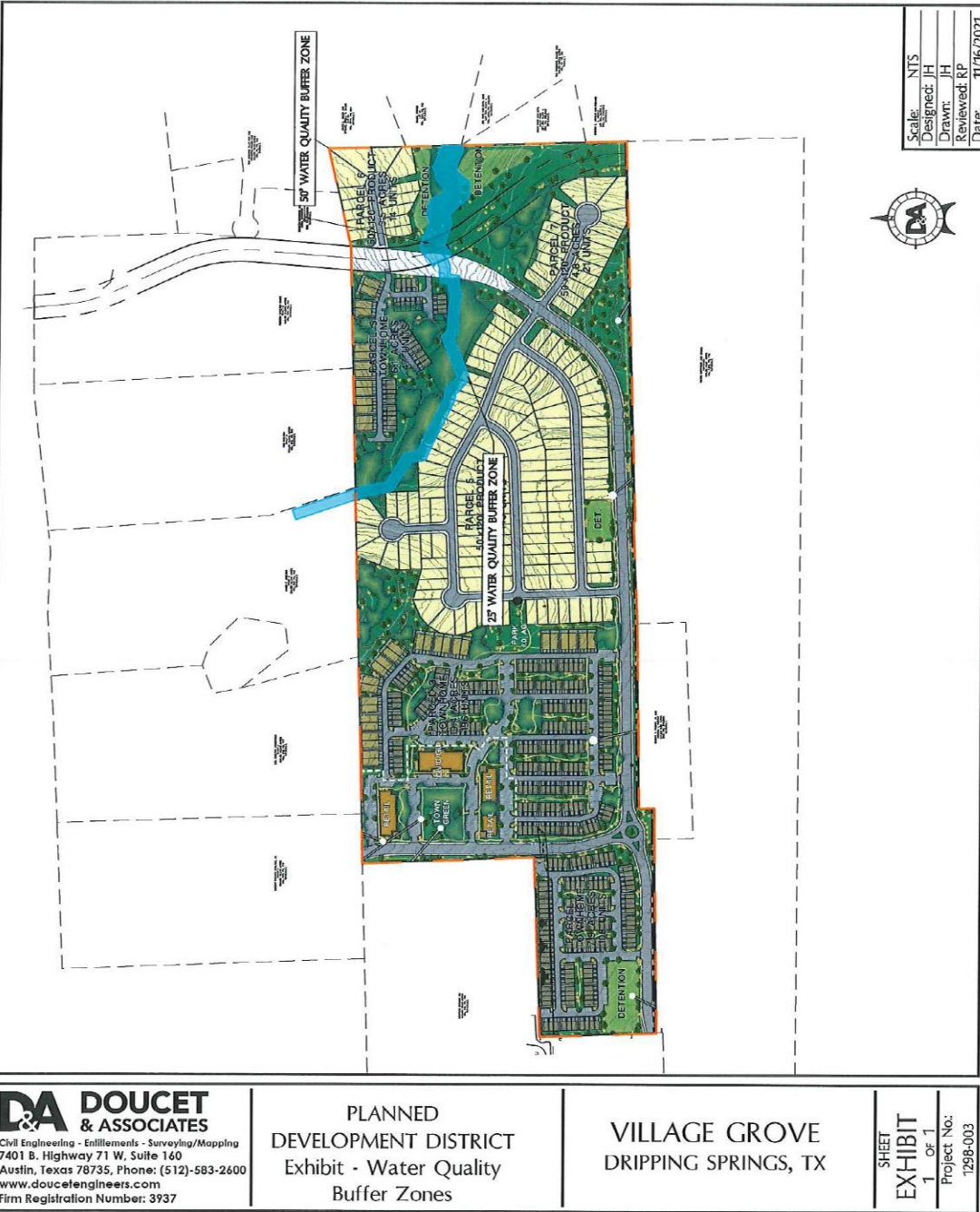
Exhibit E

PD Code Modifications Chart

Exhibit F

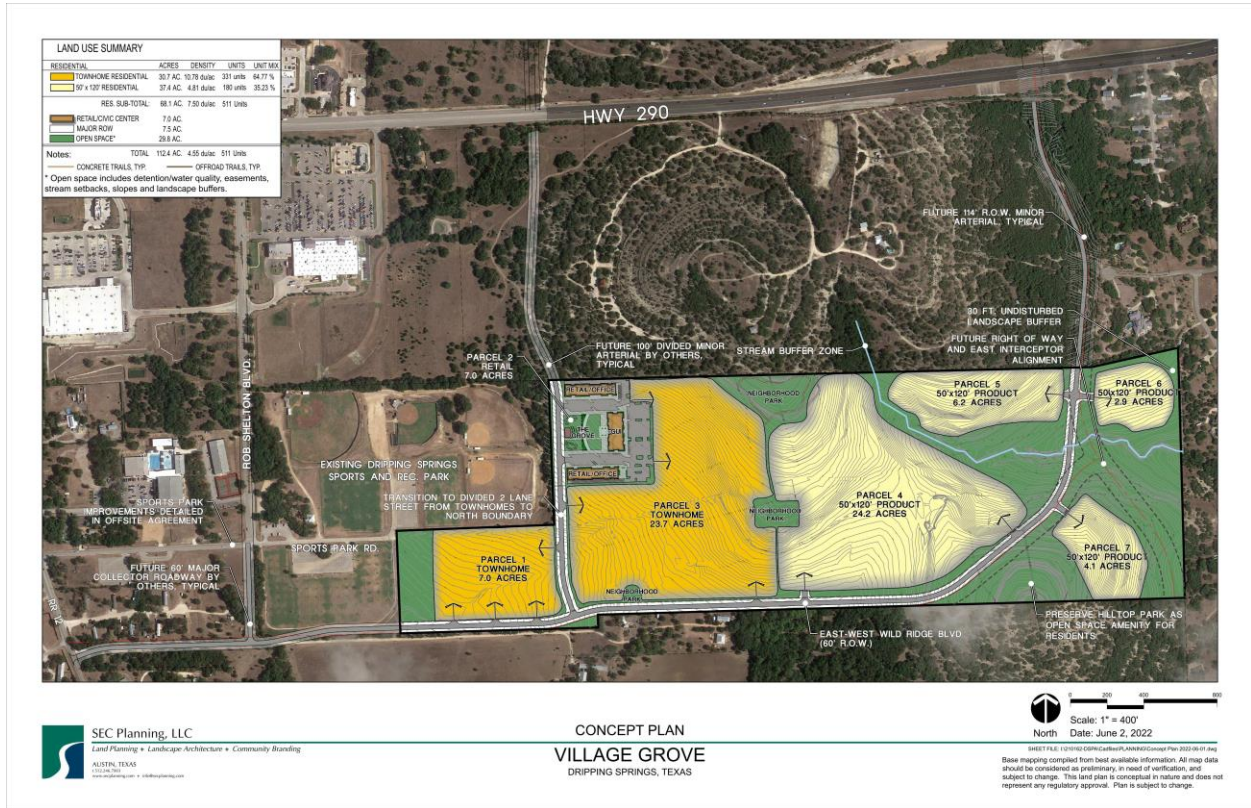
PD Street Standards

Exhibit G Water Quality Buffer Zones



User: JHELMBURG
Plot Date/Time: Nov, 16, 21 - 09:15:08
Drawing: C:\pw_working\jokehehmburg\0107184\2372-0018 WORZ PDD exhibit.dwg

Exhibit H PD Phasing Plan



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

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

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

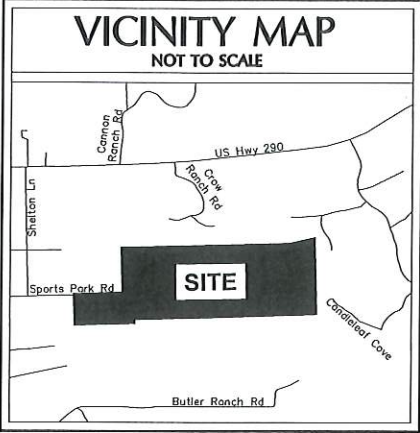
- Sewage Pumping Station
- Wastewater Treatment Plant

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

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

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

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



ROBERT FRANCIS SHELTON, JR. TRACT 1 CALLED 22.248 ACRES VOL. 918, PG. 713 O.P.R.H.C.T.

LISA SHELTON ROBERTSON TRACT 2 CALLED 22.248 ACRES VOL. 918, PG. 717 O.P.R.H.C.T.

JAMES E. SHELTON TRACT 3 CALLED 22.248 ACRES VOL. 918, PG. 702 O.P.R.H.C.T.

N88°40'28"E
465.15'

N88°37'30"E 2,496.40'

P.O.B

PHILIP A. SMITH SURVEY ABSTRACT NO. 415

ROBERT MOKHTARIAN, INDIVIDUALLY, ROBERT MOKHTARIAN TRUSTEE FOR EDWARD MOKHTARIAN, AND ROBERT MOKHTARIAN TRUSTEE FOR EDMUND MOKHTARIAN, ALL IN JOINT TENANCY WITH RIGHT OF SURVIVORSHIP CALLED 79.0723 ACRES VOL. 1128, PG. 849 D.R.H.C.T.

ROBERT MOKHTARIAN, INDIVIDUALLY, ROBERT MOKHTARIAN TRUSTEE FOR EDWARD MOKHTARIAN, AND ROBERT MOKHTARIAN TRUSTEE FOR EDMUND MOKHTARIAN CALLED 1.18 ACRES DOC. NO. 17041438 O.P.R.H.C.T.

DRIPPING SPRINGS ISD CALLED 40.00 ACRES VOL. 646, PG. 754 R.P.R.H.C.T.

N87°47'30"E 859.86'

N02°21'37"W
59.91'

740 SPORTS PARK, LLC TRACT 1 CALLED 17.038 ACRES DOC. NO. 21001644 O.P.R.H.C.T.

CLINTON D. CUNNINGHAM AND DAWN CUNNINGHAM TRACT I CALLED 5.000 ACRES VOL. 4258, PG. 618 O.P.R.H.C.T.

CLINTON D. CUNNINGHAM AND DAWN CUNNINGHAM TRACT II CALLED 10.00 ACRES VOL. 4258, PG. 618 O.P.R.H.C.T.

S88°23'24"W
359.09'

S01°34'56"E
69.68'

EUGENE R. FOSTER, JR. AND BRENDA L. FOSTER CALLED 5.00 ACRES DOC. NO. 20018901 O.P.R.H.C.T.

S88°19'47"W
382.34'

S88°25'13"W
636.25'

S88°18'08"W 1,077.44'

"KC ENG"

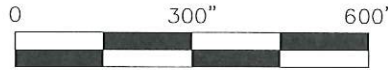
N02°12'18"W 498.57'

LEGEND

	SUBJECT PROPERTY LINE
	ADJOINER PROPERTY LINE
	APPROXIMATE SURVEY LINE
	1/2" IRON ROD FOUND [UNLESS NOTED]
	NAIL FOUND
	COTTON SPINDLE FOUND
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O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
D.R.H.C.T.	DEED RECORDS, HAYS COUNTY, TEXAS



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



GRAPHIC SCALE: 1" = 300'

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

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Village Grove

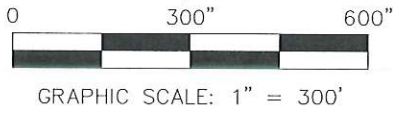
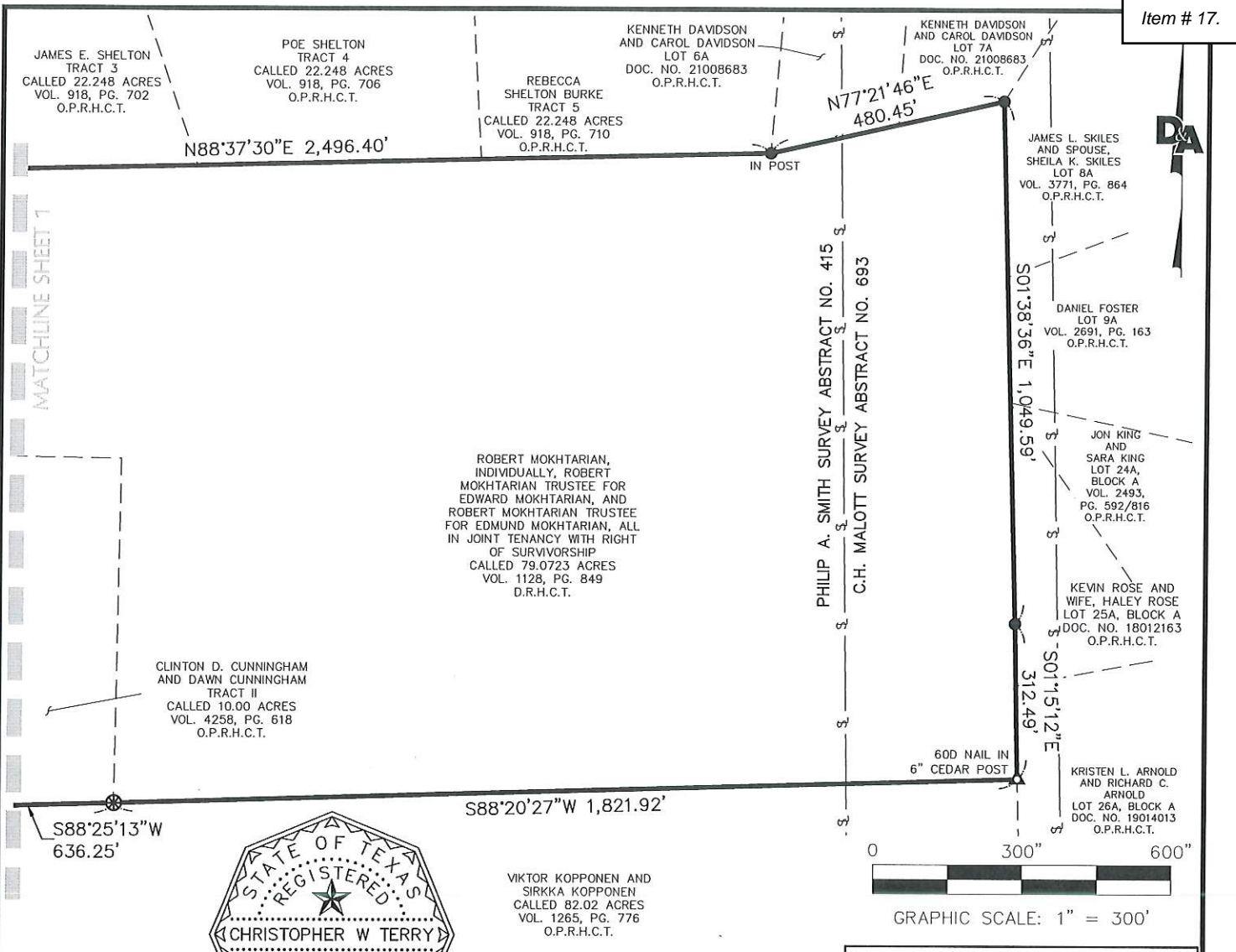
CITY OF DRIPPING SPRINGS,
HAYS COUNTY, TEXAS



DOUCET

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

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



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

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

CONTROL NOTE:
 BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE [4204], NAD 83 (2011), EPOCH 2010. ALL DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SURFACE ADJUSTMENT FACTOR OF 1.000077936
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	DOCUMENT NUMBER
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Village Grove
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7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com

112.4 Acre Tract
Hays County, Texas

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

DESCRIPTION
For a 112.4-Acre

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

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

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

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

CONTINUED ON NEXT PAGE

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



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

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

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

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

CONTINUED ON NEXT PAGE



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

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

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

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

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

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

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

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

CONTINUED ON NEXT PAGE



Notes:

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

Units: U.S. Survey Feet.

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

01/10/2022

Date

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

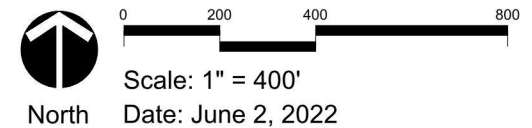


LAND USE SUMMARY				
RESIDENTIAL	ACRES	DENSITY	UNITS	UNIT MIX
TOWNHOME RESIDENTIAL	30.7 AC.	10.78 du/ac	331 units	64.77 %
50' x 120' RESIDENTIAL	37.4 AC.	4.81 du/ac	180 units	35.23 %
RES. SUB-TOTAL:	68.1 AC.	7.50 du/ac	511 Units	
RETAIL/CIVIC CENTER	7.0 AC.			
MAJOR ROW	7.5 AC.			
OPEN SPACE*	29.8 AC.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












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



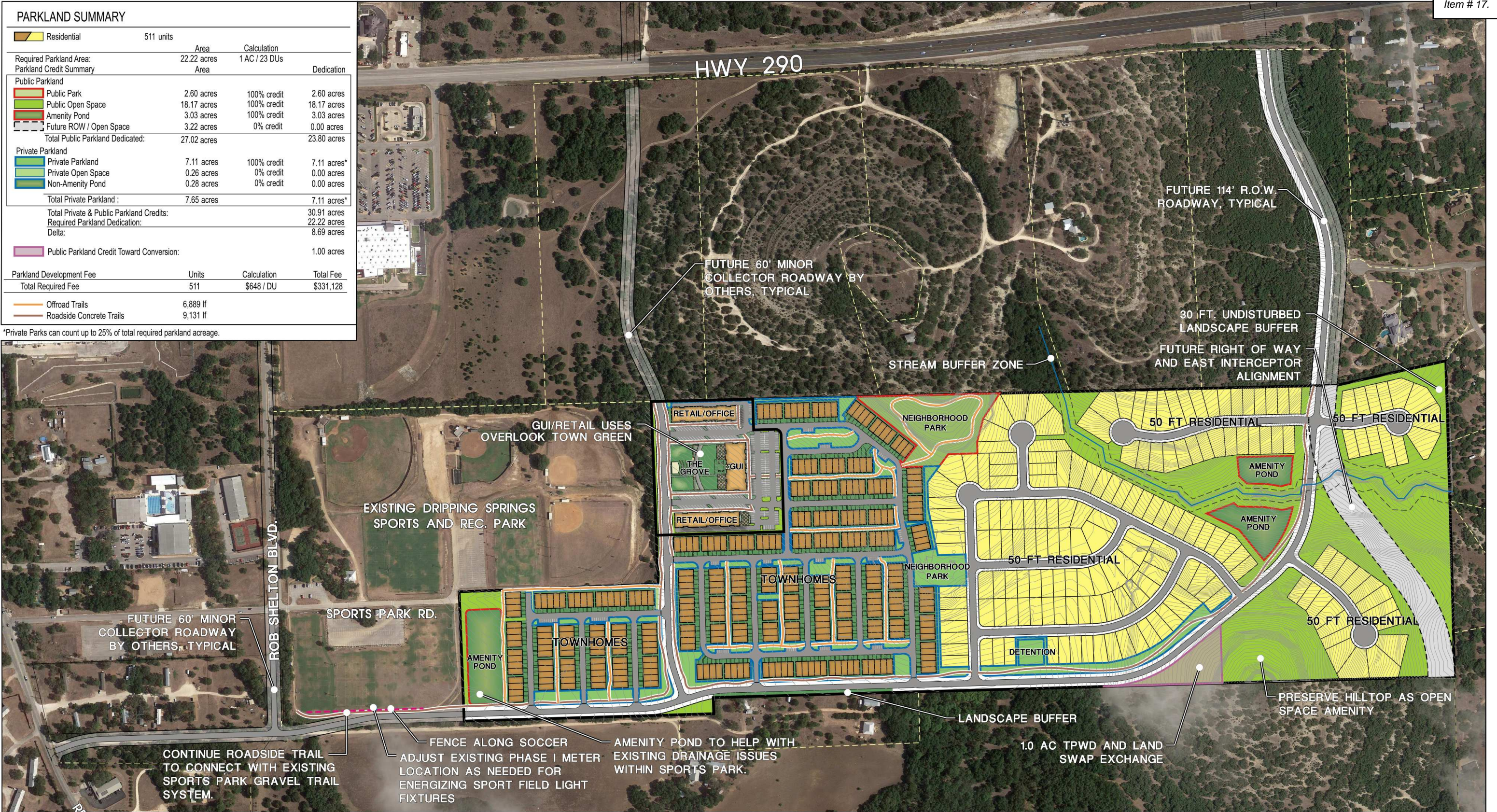
CONCEPT PLAN
VILLAGE GROVE
 DRIPPING SPRINGS, TEXAS



SHEET FILE: I:\210162-DSPA\Cadfiles\PLANNING\Concept Plan 2022-06-01.dwg
 Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

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

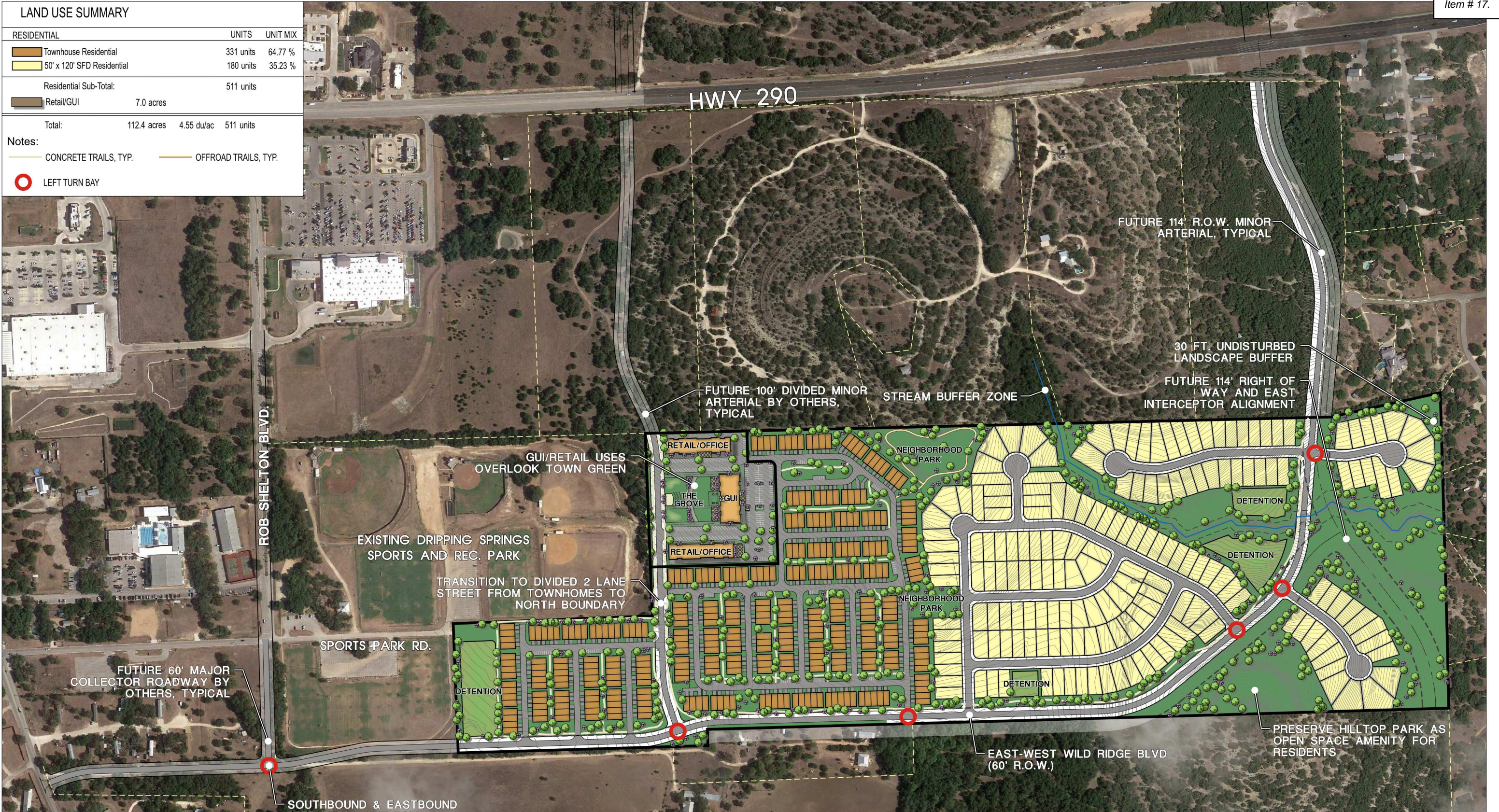
*Private Parks can count up to 25% of total required parkland acreage.



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

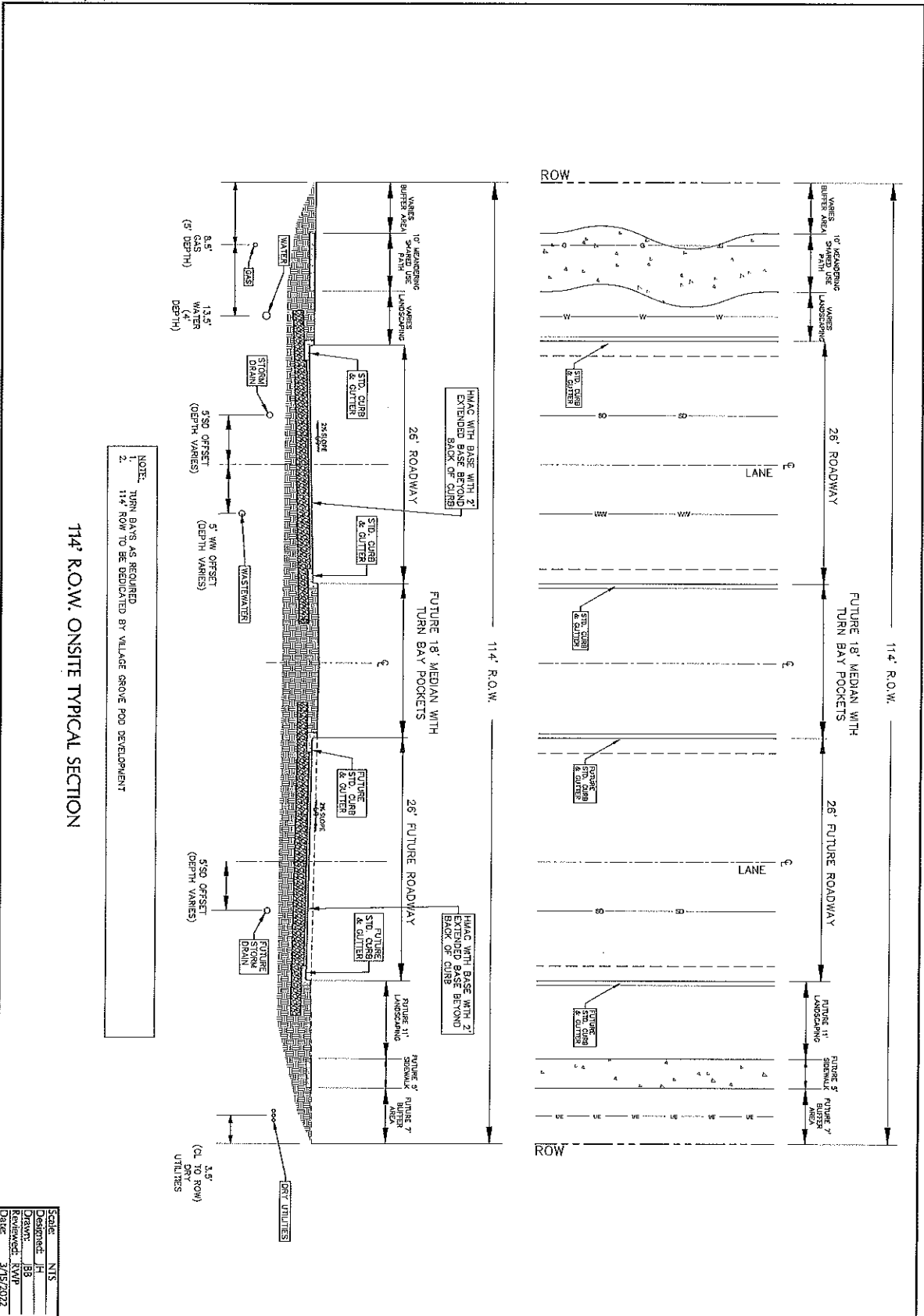
Notes:

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



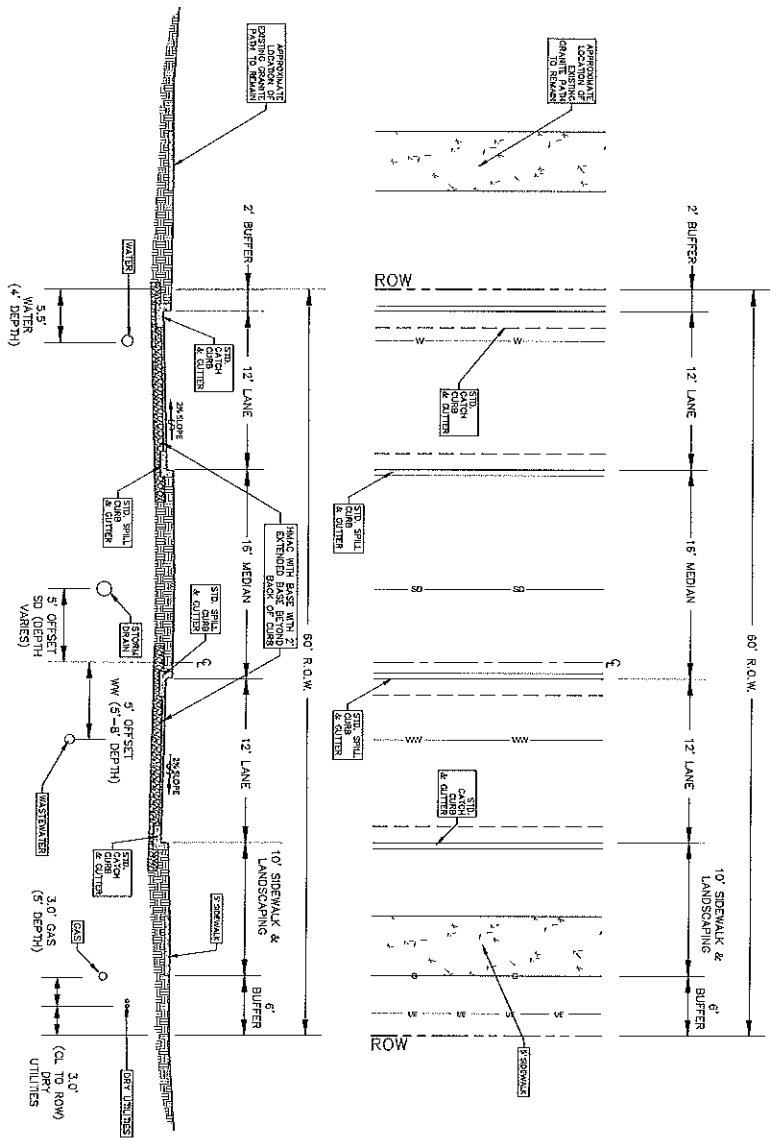
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VILLAGE GROVE
 DRIPPING SPRINGS, TEXAS

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

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



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

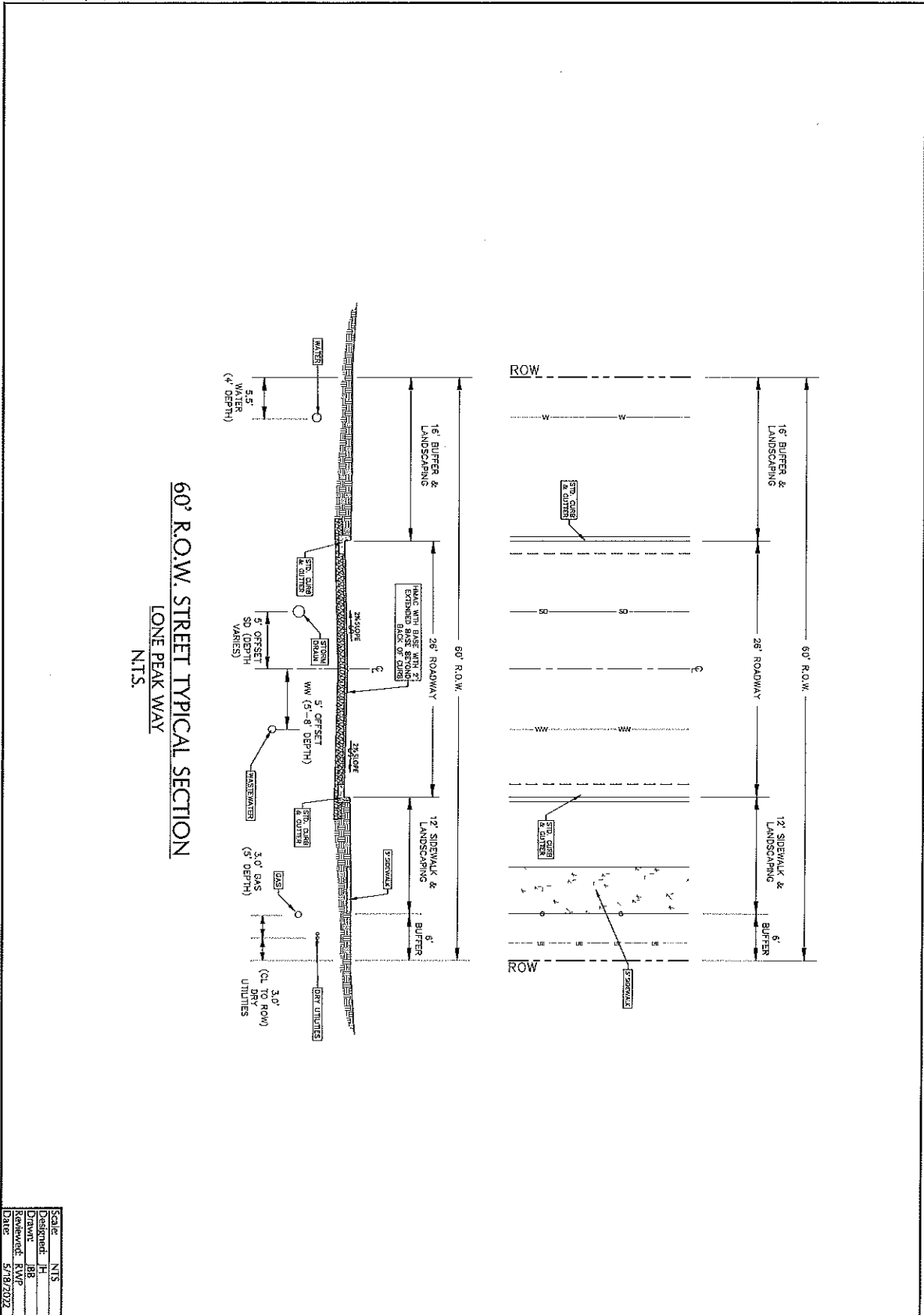
SHEET	2
OF	7
Project No.	2372-0018

VILLAGE GROVE
SINGLE & MULTIFAMILY
DEVELOPMENT
DRIPPING SPRINGS, TX

STREET SECTION
60' R.O.W. COLLECTOR

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Civil Engineering \ Entitlements \ Geospatial
7401 B. Highway 71 W, Ste. 160
Austin, TX 78735, Tel: (512)-583-2600
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BPE Firm Number: 3937
BPEIS Firm Number: 19105800

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

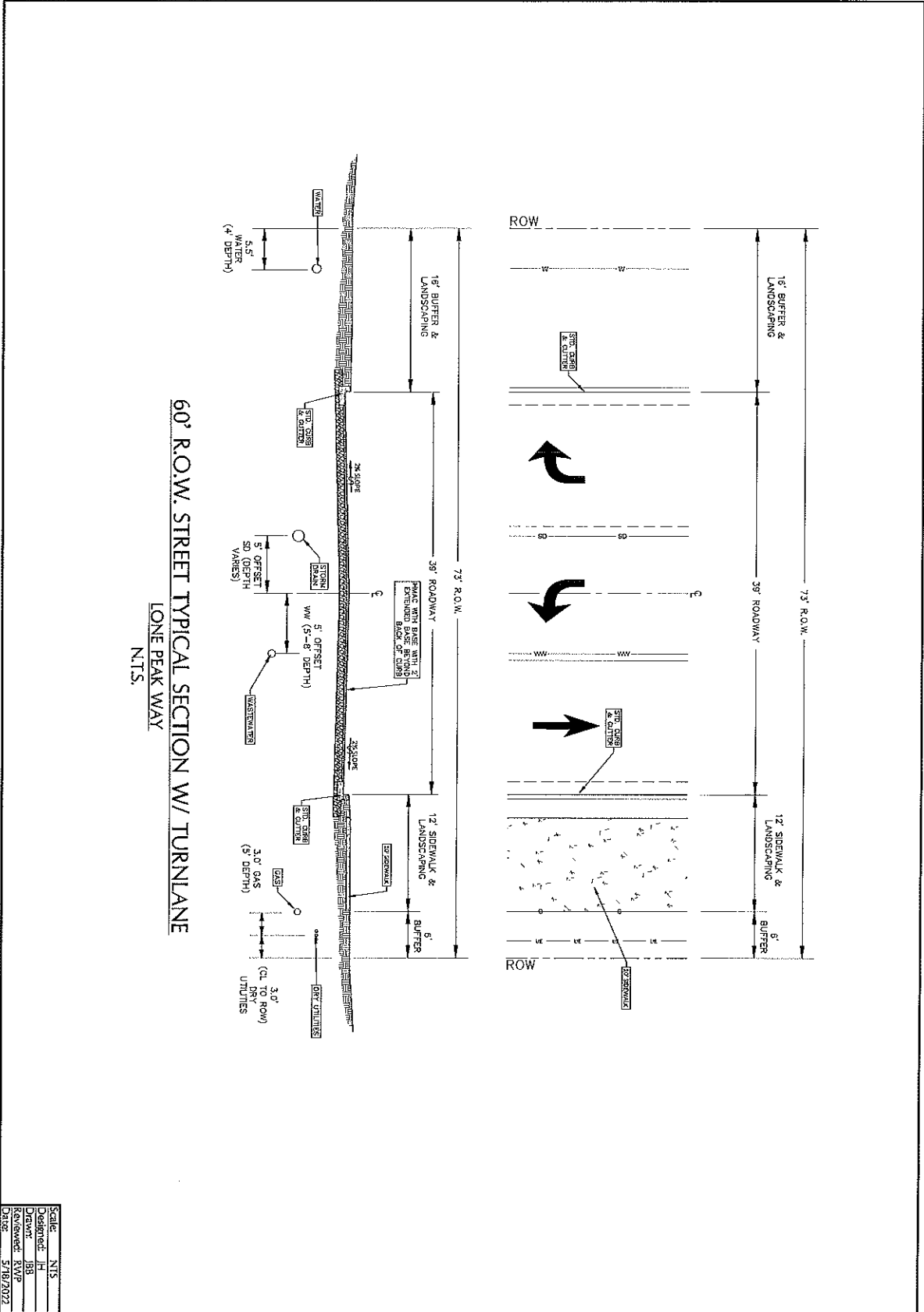
SHEET 3 OF 7
 Project No: 2372-001B

VILLAGE GROVE
 SINGLE & MULTIFAMILY
 DEVELOPMENT
 DRIPPING SPRINGS, TX

STREET SECTION
 60' R.O.W. COLLECTOR

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 T&E P&S Firm Number: 10105800

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



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

SHEET	4
Project No.	2372-001B

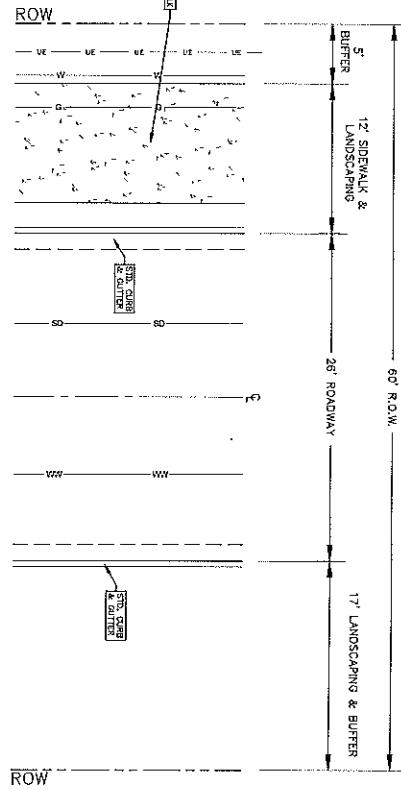
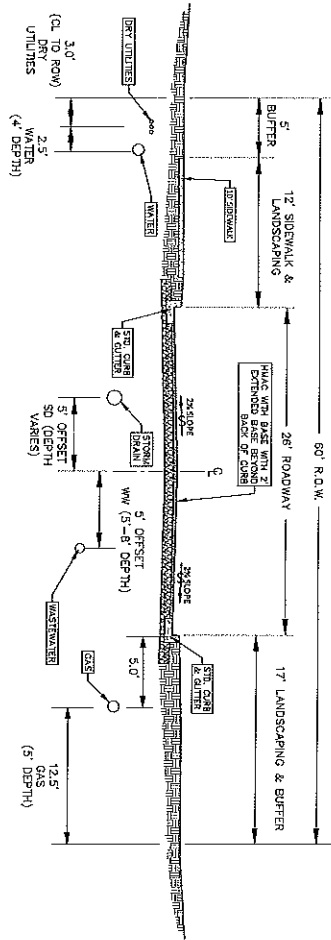
VILLAGE GROVE
 SINGLE & MULTIFAMILY
 DEVELOPMENT
 DRIPPING SPRINGS, TX

STREET SECTION
 60' R.O.W. COLLECTOR

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 T&E's Firm Number: 10105800

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 User: JBANISTER
 Last Modified: May, 18, 22 - 15:56
 Plot Date/Time: May, 18, 22 - 16:01:13

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



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

SHEET	5
OF	7
Project No.	2372-001B

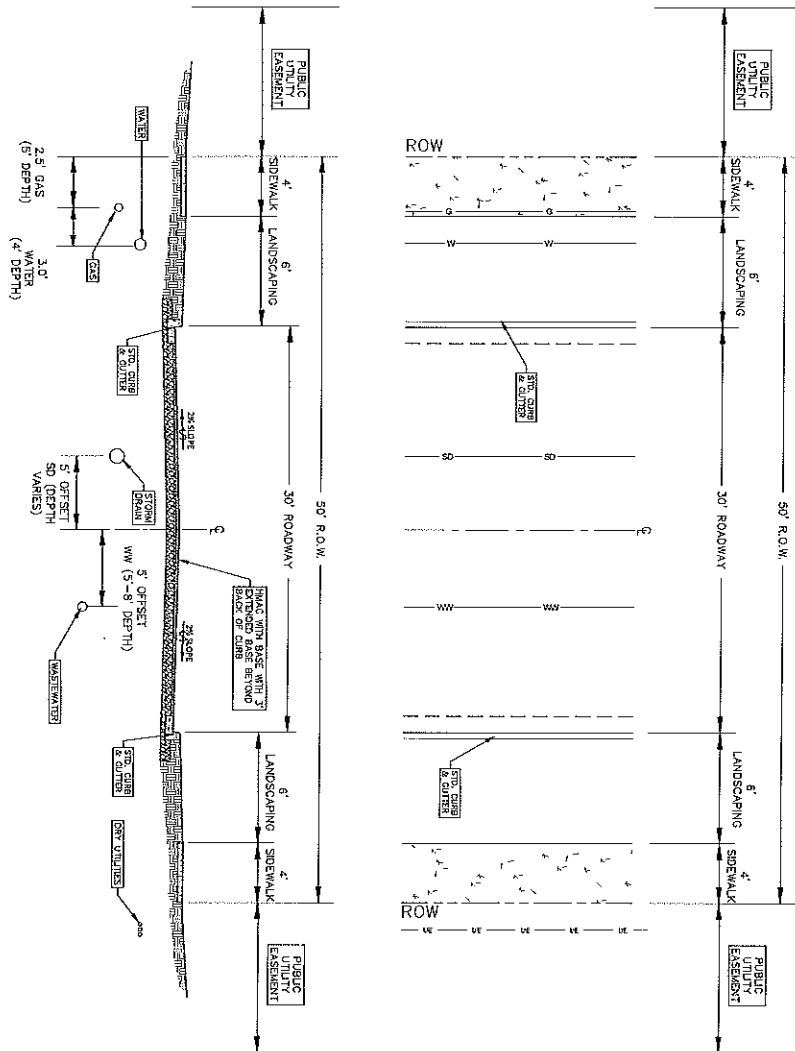
VILLAGE GROVE
 SINGLE & MULTIFAMILY
 DEVELOPMENT
 DRIPPING SPRINGS, TX

STREET SECTION
 60' R.O.W. COLLECTOR

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 www.doucetengineers.com
 T&E Firm Number: 3937
 T&E's Firm Number: 10105800

Drawing: C:\pw_working\Jonathan.banister\d0117351\2372-001B Street Sections.dwg
 User: JBANISTER
 Last Modified: May, 18, 22 - 16:17
 Plot Date/Time: May, 18, 22 - 16:18:30

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



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

SHEET	6
OF	7
Project No.	2372-001B

VILLAGE GROVE
 SINGLE & MULTIFAMILY
 DEVELOPMENT
 DRIPPING SPRINGS, TX

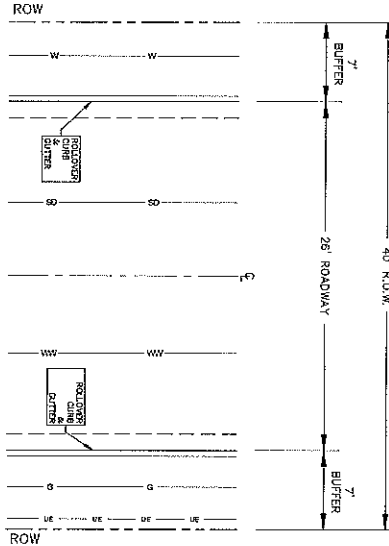
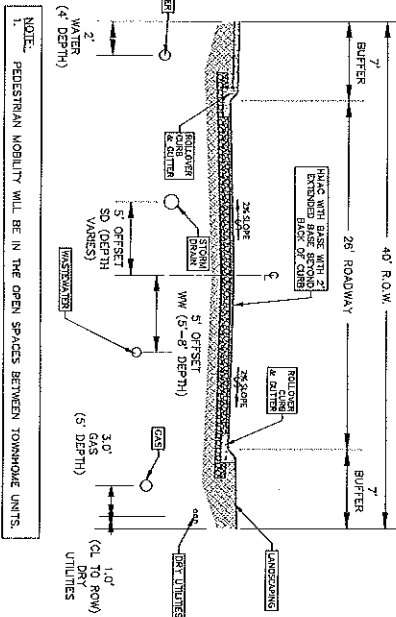
STREE SECTION
 50' R.O.W. LOCAL

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 BPE's Firm Number: 10105800

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

TOWN HOMES ROADWAY TYPICAL SECTION

N.T.S.



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

SHEET	7
OF	7
Project No.	2372-001B

VILLAGE GROVE
 SINGLE & MULTIFAMILY
 DEVELOPMENT
 DRIPPING SPRINGS, TX

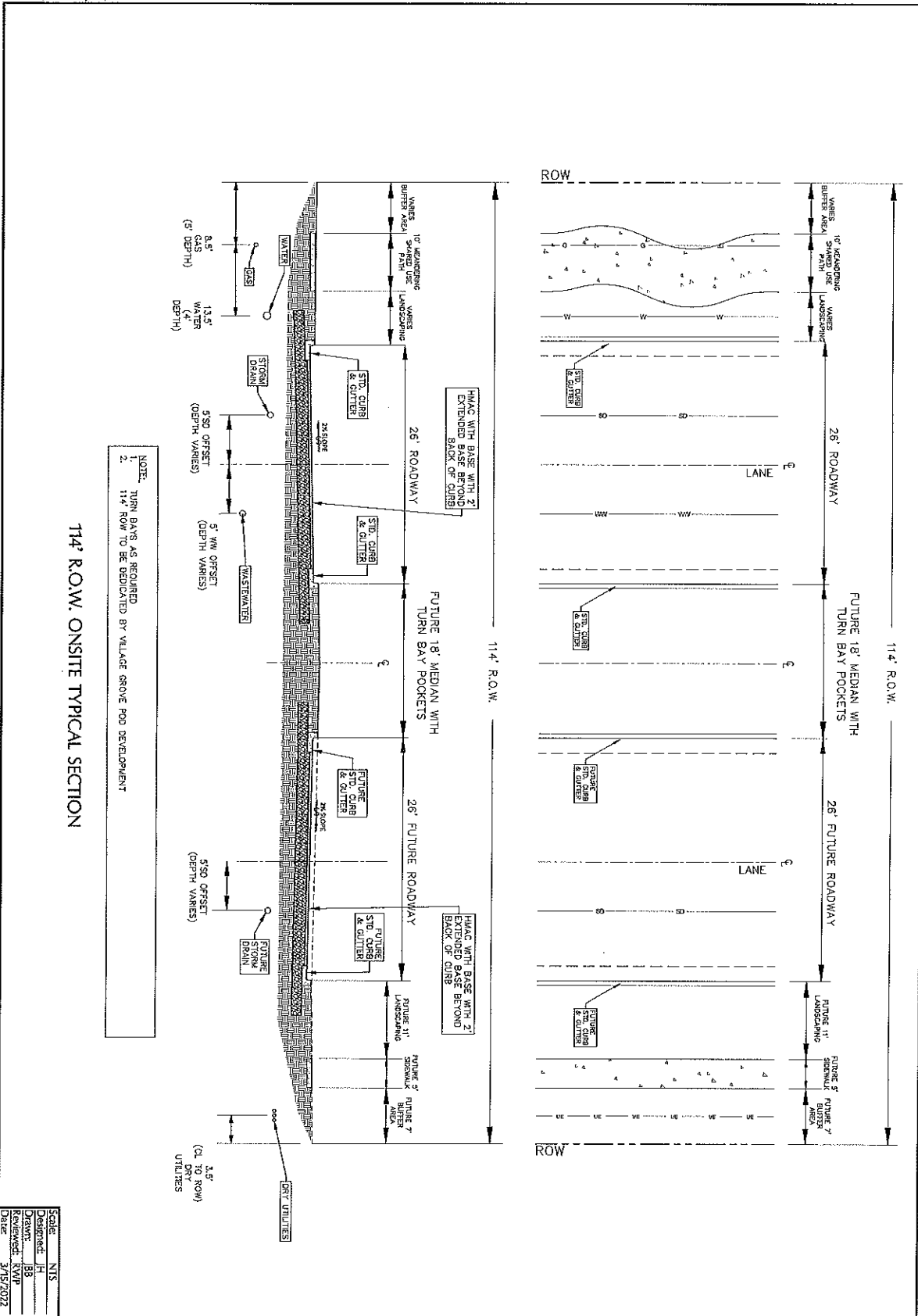
STREE SECTION
 TOWNHOME &
 COMMERCIAL DRIVES

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 www.doucetengineers.com
 TSP# Firm Number: 3937
 TSP#S Firm Number: 10105800

LIST OF VARIANCES & ALTERNATIVE STANDARDS					
#	Ordinance	Description	Requirement	Requested Variance or Alternative	Justification
1	22.05.016(a)(2)	Maximum Impervious Cover	Sets maximum Impervious cover for site development plans within the Edwards Aquifer contributing zone and the ETJ to 35%	The area designation and impervious cover will be as follows: SF3 - 65%, SF5 - 80% (exclusive of public ROW and/or utility easements), and CS/GUI - 70%.	To have the ability to respond to evolving and diversified housing market. To provide a variety of housing types with variety of lot sizes. In addition, to allow major transportation infrastructure and a commercial sector.
2	22.05.015(c)(3)	Performance standards	Establishes 90% removal of total suspended solids, total phosphorus, and oil and grease	Use water quality BMPs that achieve a TSS removal of 89% and comply with the TCEQ Optional Enhanced Measures (OEM) load management requirements.	Providing water quality buffer zones per the City of Dripping Springs requirements and including the LCRA Streambank Erosion Control volume in the water quality pond to protect natural waterways and habitat. Will create better use of the land, less long-term maintenance burden, more attractive water quality measures, and consistent with State standards.
3	(Exhibit A), 3.13	Lapse of plat approval	<p>Preliminary Plat: All of the following shall occur within the one hundred and eighty-three (183) calendar days following Preliminary Plat approval: 1) City Engineer's approval of engineering plans for all proposed public improvements; and 2) payment of all applicable fees that are traditionally collected prior to release for site construction.</p> <p>In addition to the above, an application for approval of the final plat shall be submitted to the City within three hundred sixty-five (365) calendar days following approval of the preliminary plat in order to avoid lapse of the approved Preliminary Plat (unless such is extended or reinstated pursuant to provisions in this Chapter).</p>	<p>Preliminary Plat: All of the following shall occur within the one hundred and eighty-three (183) calendar days following Multi-Phased Preliminary Plat approval: 1) City Engineer's approval of engineering plans for Phase 1 or additional phases proposed public improvements; and 2) payment of all applicable fees that are traditionally collected prior to release for site construction. In addition to the above, an application for approval of the Phase 1 final plat shall be submitted to the City within three hundred sixty-five (365) calendar days following approval of the preliminary plat in order to avoid lapse of the approved Preliminary Plat (unless such is extended or reinstated pursuant to provisions in this Chapter). Once conditions of Phase 1 are met the Preliminary Plat shall be valid for 10 years. In the event City wastewater service is not available, the City will review and approve all documents and permits necessary for development, along with development to proceed and infrastructure be accepted. However, no home construction shall occur until wastewater service is available or the City approves otherwise.</p>	Allows time for the construction of infrastructure improvements prior to recordation of plats.
4	(Exhibit A), 3.13	Lapse of plat approval	Final plat approved by the City Council but not yet filed with Hays County - All materials necessary to file the plat at the County, including plat mylars, filing fees, etc., shall be submitted to the City within thirty (30) calendar days of the date of final approval (The thirty-day period shall commence upon County approval of final plat if the property is in the ETJ).	Final plat approved by the City Staff but not yet filed with Hays County - All materials necessary to file the plat at the County, including plat mylars, filing fees, etc., shall be submitted to the City within three hundred and sixty five (365) calendar days of the date of final approval.	Allows time for the construction of infrastructure improvements prior to recordation of plats.
5	(Exhibit A), 11.13.2	Frontage on Residential Collector Streets	Shall not exceed 20%	Applicable only to major collectors, minor arterials, and major arterials. No residential driveways may directly connect to a major or minor arterial.	To showcase the lively neighborhood character with homes fronting streets where possible.
6	(Exhibit A), 13.2	Intersecting Streets	Blocks shall not be less than four hundred feet (400') in length	Blocks shall not be less than two hundred feet (200') in length	Considering the walkability within the SF5 area.

7	(Exhibit A), 14.6	Minimum Lot Sizes	For lots using surface water and public wastewater system is 3,500 square feet	Residential lot sizes shall be in accordance with City SF3 & SF5 zoning district requirements, or as otherwise allowed within the PDD document. Lot sizes for the commercial and GUI uses (LR) shall be in accordance with the PDD document.	
8	(Exhibit A), 15.1	Sidewalks	Required on both sides of all streets, 5' min. width or as specified in City TMP.	A 10' multi-modal use path will be constructed on the north and west side of arterials (Wild Ridge and Lone Peak). Multi-modal paths on Wild Ridge, at the intersection of Wild Ridge with US 290 where it will be constructed as four lanes, shall be constructed per ordinance. The multi-modal path, where it is constructed on the east side of Wild Ridge, and the sidewalks serving the two cul-de-sacs, east and southeast of Wild Ridge, shall be connected to the multi-modal path on the west or north side of arterials via at-grade crosswalks.	This will facilitate future expansion and/or adding lanes with future development and having sidewalks on the other side would not serve this development or existing needs.
9	(Exhibit A), 20.1.3(g)	Sidewalks	Both sides of street in both residential and non-residential developments utilizing curb (not open ditch drainage). Required in conjunction with sewer line installation.	Sidewalks adjacent to residential lots constructed by the home builders at the time of home construction. Sidewalks not adjacent to residential lots will be constructed at time of roadway construction.	To fuse the hill country character within the community.
10	28.04.019	Sidewalks	A minimum five-foot sidewalk shall be required within ROW on both sides of all streets within the development.	In the SF5 area, a minimum five-foot sidewalk will be required in the open space between buildings.	To incentivize pedestrian connection to open spaces, parks, and CS/GUI area, along with reducing impervious cover.
11	28.04.018	Cuts and fills	No fill or cut on any building site shall exceed a maximum of six (6) feet of depth.	Improvements requiring a site development permit will be held to no more than 12 feet of cut and/or fill. Cut and fill for public infrastructure improvements, including but not limited to roadways and stormwater control ponds, may exceed 12 feet where specifically reviewed and approved by the City Engineer. Cut and fill for residential lot grading of up to 15 feet of cut and 20 feet of fill may be allowed in specific locations where approved by the City Engineer. All retaining walls and cut walls shall have native limestone facade and be approved by City Engineer. Retaining walls taller than 12 feet shall be terraced so that no vertical segment of wall is taller than 12 feet.	To respond to topographic conditions.
12	28.06.051 (a&b)	Residential & Non-Residential Street Tree Requirements	Two (2) 4" street trees per residential lot; One (1) 4" street tree per 25 lf of street frontage to be planted adjacent to or near street right-of-way per associated zoning classification.	Two (2) 3-inch street trees per residential lot; 4-inch street trees along arterials, and within the Amenity Center lot to satisfy City tree replacement requirements.	Consistency with industry standards for residential lot trees. The development will provide a strong streetscape with mature trees earlier in the life of the project with this street tree planting plan.
13	-CODS DSTC Section 1.1	Design criteria for transportation facilities	Hays County Subdivision and Development Regulations, latest version	City of Austin Transportation Criteria Manual (TCM), as currently amended, or as otherwise specified by the City TMP.	Hays County criteria based on larger lot, rural subdivisions with higher design speeds. City of Austin TCM is better suited for urban subdivisions with slower design speeds and land with significant topography similar to the Property
#	Zoning 5.6.2.12	Parking Requirement for Commercial Amusement (Outdoor)	Ten (10) spaces plus one (1) space for each 500 square feet over 5,000 square feet of building or recreational area.	One (1) parking space per three-hundred (300) square feet of pool surface area.	Private Amenity Centers are meant to be walkable for the community, reducing the reliance on large parking areas. Trail connections and bike racks will be provided at the amenity to reduce the need for excessive parking.

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 Plot Date/Time: May, 18, 22 - 16:02:33



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Drawn	JH
Reviewed	EVIP
Date	3/15/2022

SHEET
1
OF 7
Project No:
2372-0018

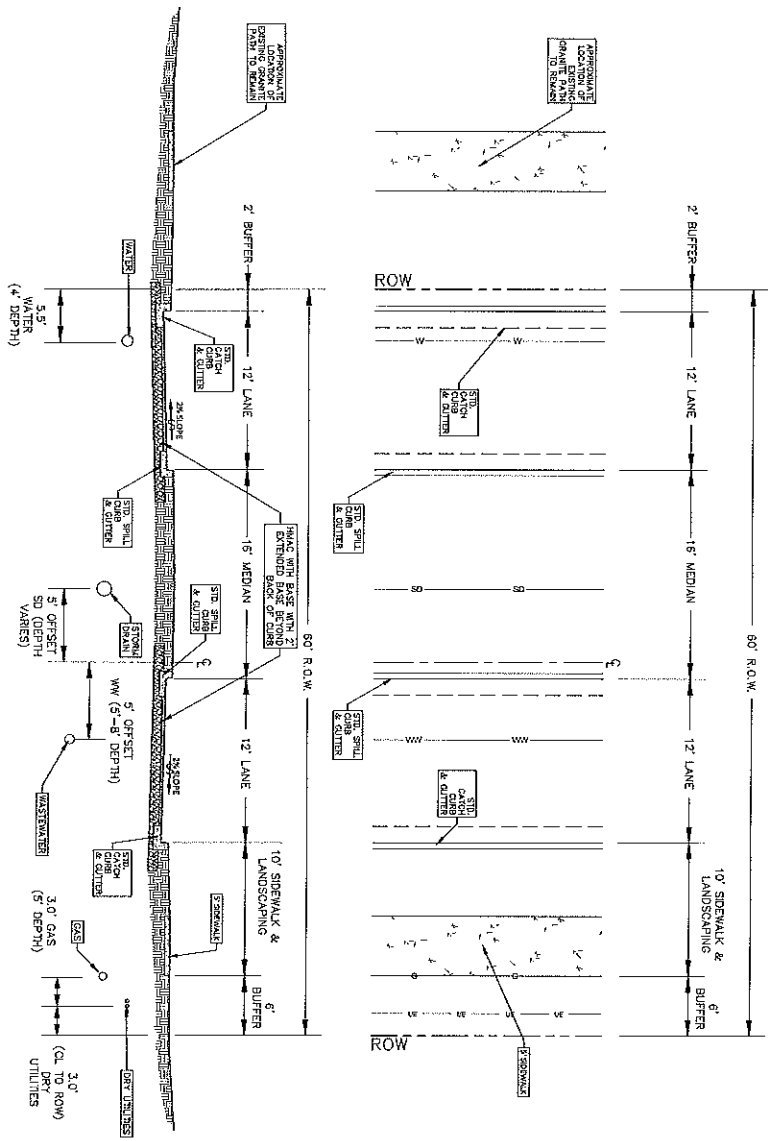
VILLAGE GROVE
 SINGLE & MULTIFAMILY
 DEVELOPMENT
 DRIPPING SPRINGS, TX

STREE SECTION
 114' R.O.W. COLLECTOR

DOUCET
 Civil Engineering/Entirements/Geospatial
 7401 B. Highway 71 W, Ste. 160
 Austin, TX 78735, Tel: (512)-583-2600
 www.doucetengineers.com
 EIR #E-12687-2021-0010
 T&E's Firm Number: 10105800

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

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



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

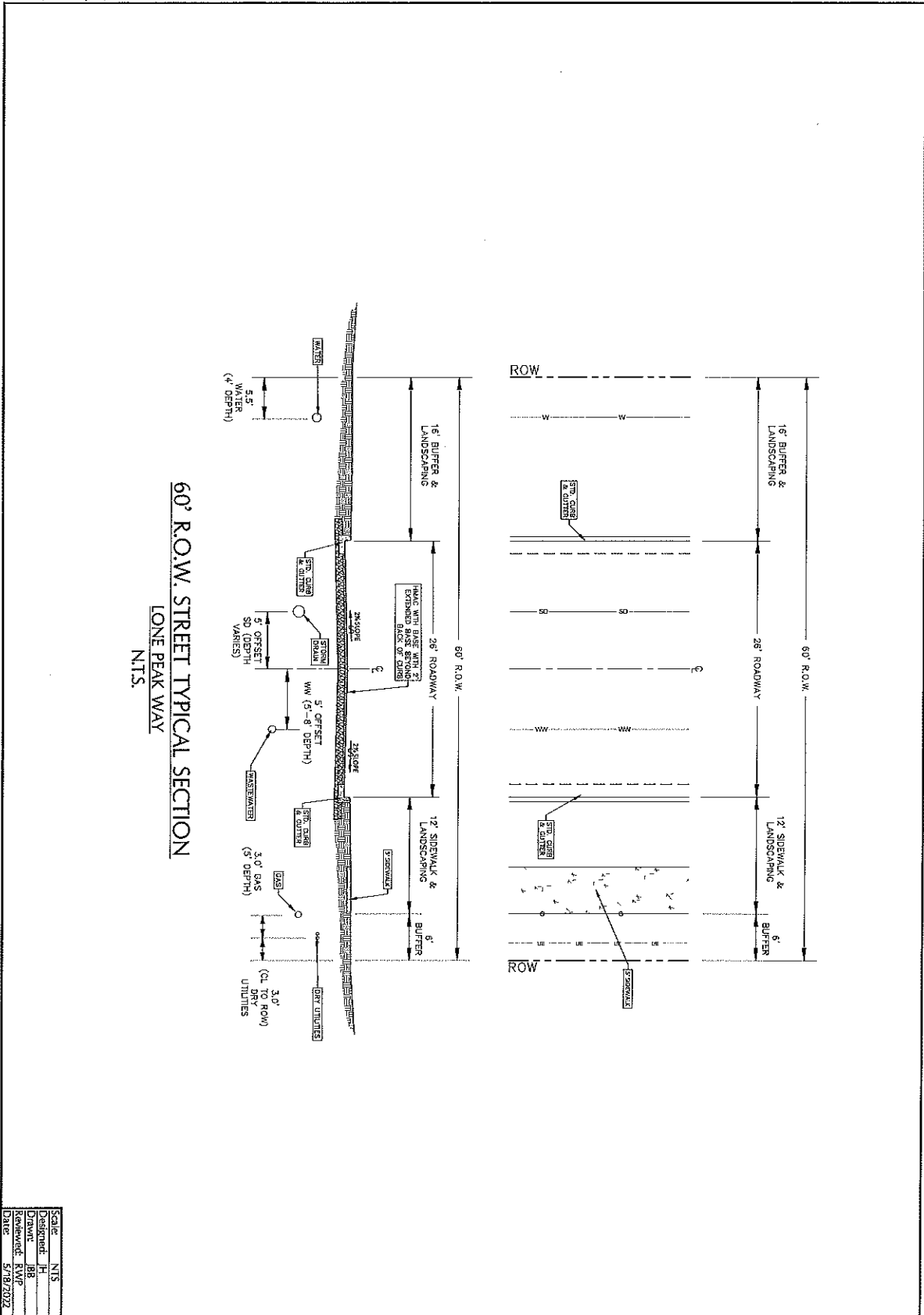
SHEET	2
OF	7
Project No.	2372-0018

VILLAGE GROVE
 SINGLE & MULTIFAMILY
 DEVELOPMENT
 DRIPPING SPRINGS, TX

STREET SECTION
 60' R.O.W. COLLECTOR

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 Austin, TX 78735, Tel: (512)-583-2600
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 T&E File Number: 3937
 T&E File Number: 19105800

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

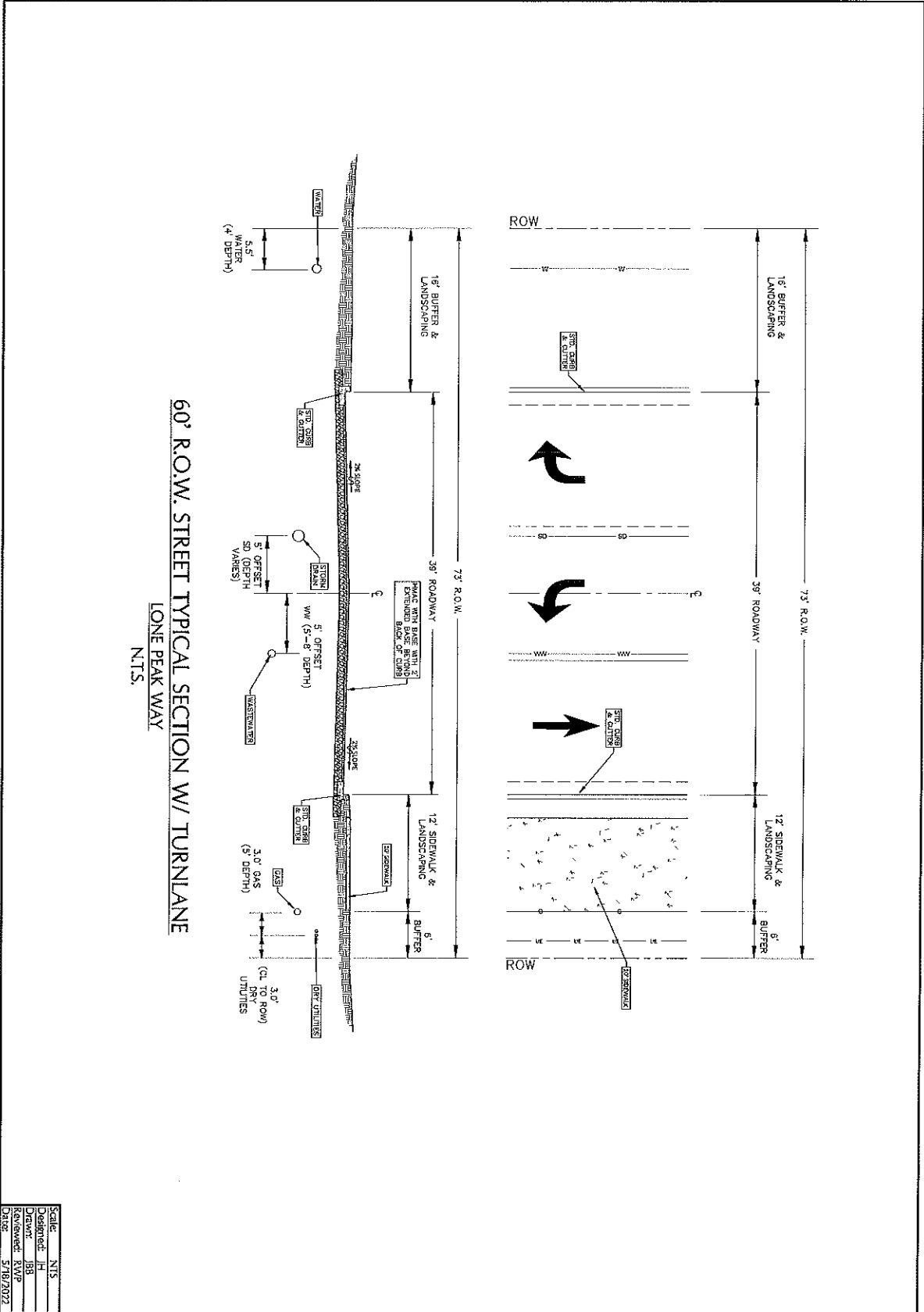
SHEET 3 OF 7
 Project No: 2372-001B

VILLAGE GROVE
 SINGLE & MULTIFAMILY
 DEVELOPMENT
 DRIPPING SPRINGS, TX

STREET SECTION
 60' R.O.W. COLLECTOR

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

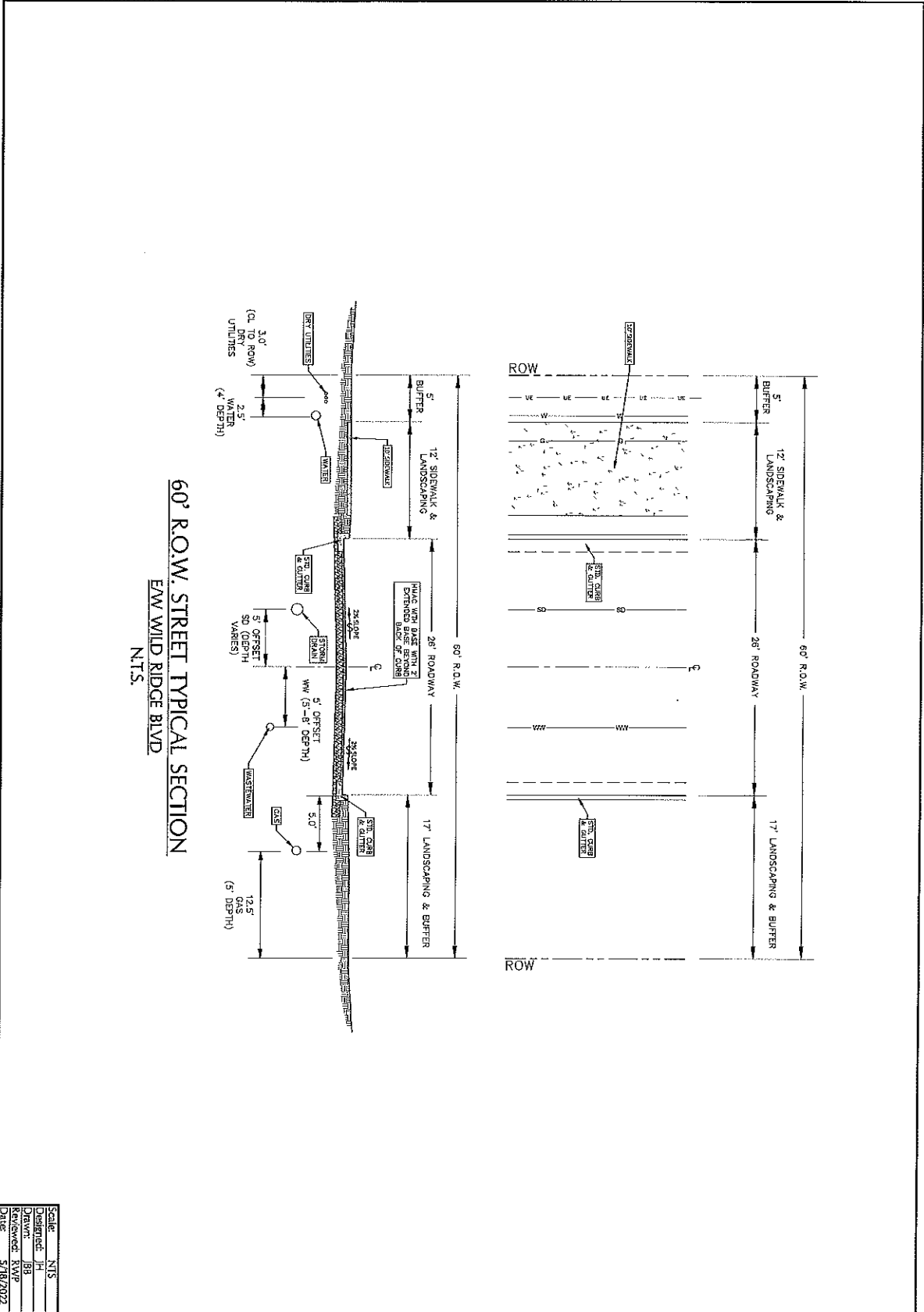
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Project No.	2372-001B

VILLAGE GROVE
SINGLE & MULTIFAMILY
DEVELOPMENT
 DRIPPING SPRINGS, TX

STREET SECTION
60' R.O.W. COLLECTOR

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

SHEET
 5
 OF
 7
 Project No:
 2372-001B

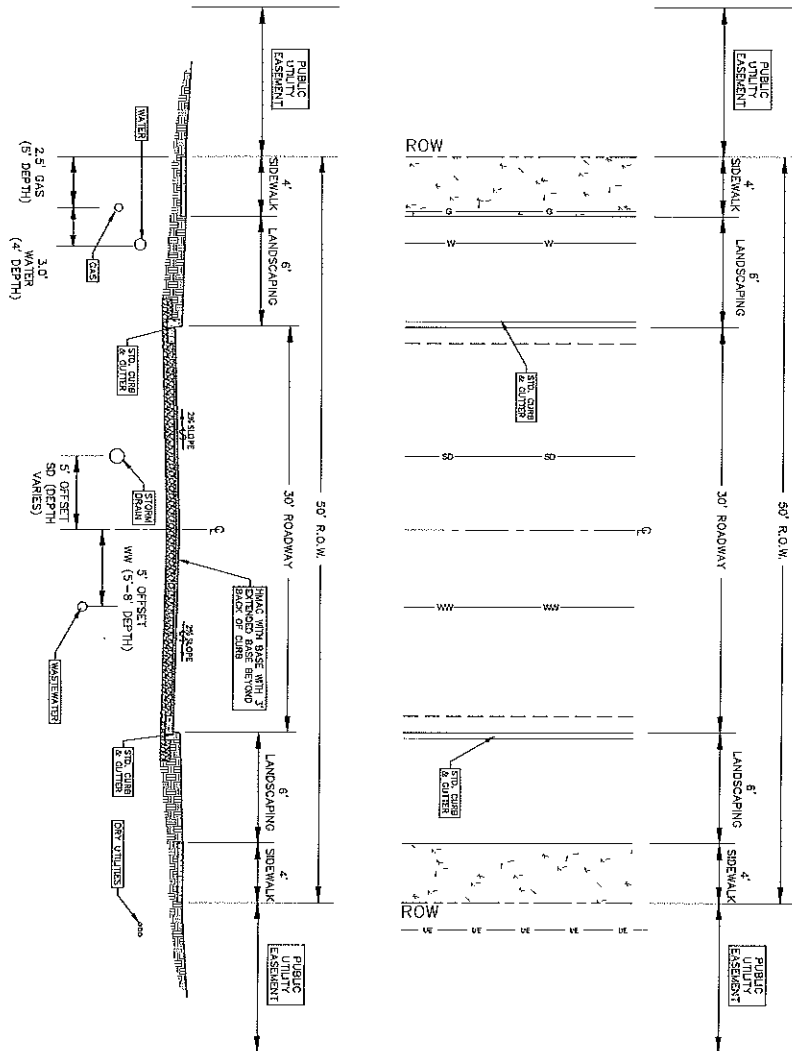
VILLAGE GROVE
 SINGLE & MULTIFAMILY
 DEVELOPMENT
 DRIPPING SPRINGS, TX

STREET SECTION
 60' R.O.W. COLLECTOR

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 User: JBANISTER
 Last Modified: May, 18, 22 - 16:17
 Plot Date/Time: May, 18, 22 - 16:18:30

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



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

SHEET	6
OF	7
Project No.	2372-001B

VILLAGE GROVE
 SINGLE & MULTIFAMILY
 DEVELOPMENT
 DRIPPING SPRINGS, TX

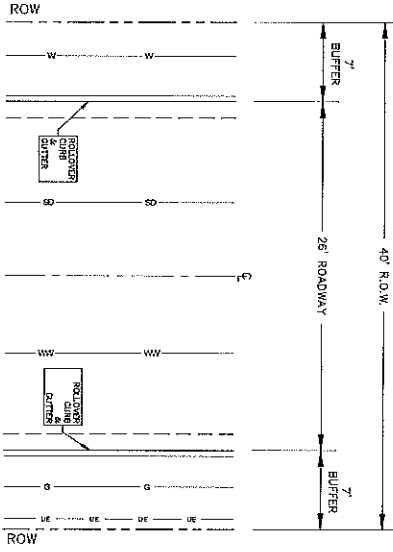
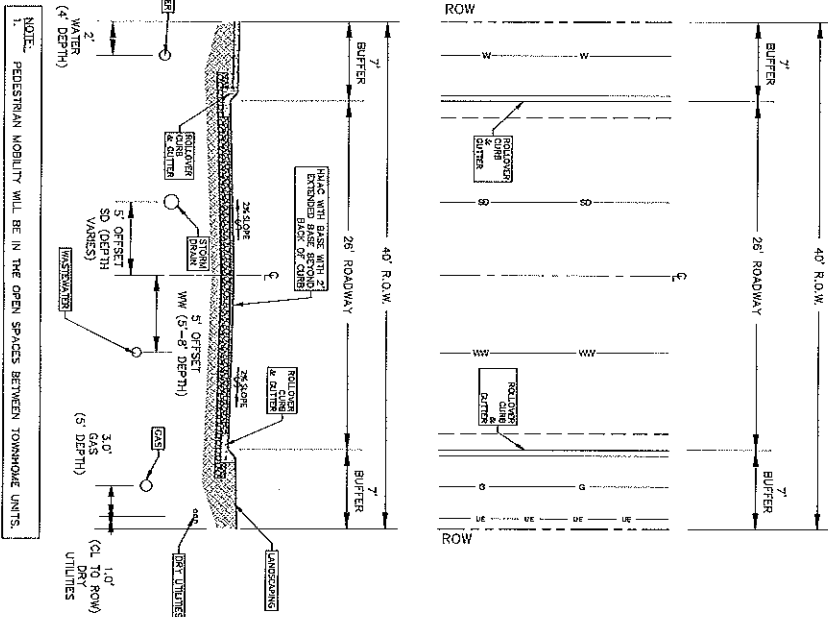
STREE SECTION
 50' R.O.W. LOCAL

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

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

TOWN HOMES ROADWAY TYPICAL SECTION

N.T.S.



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

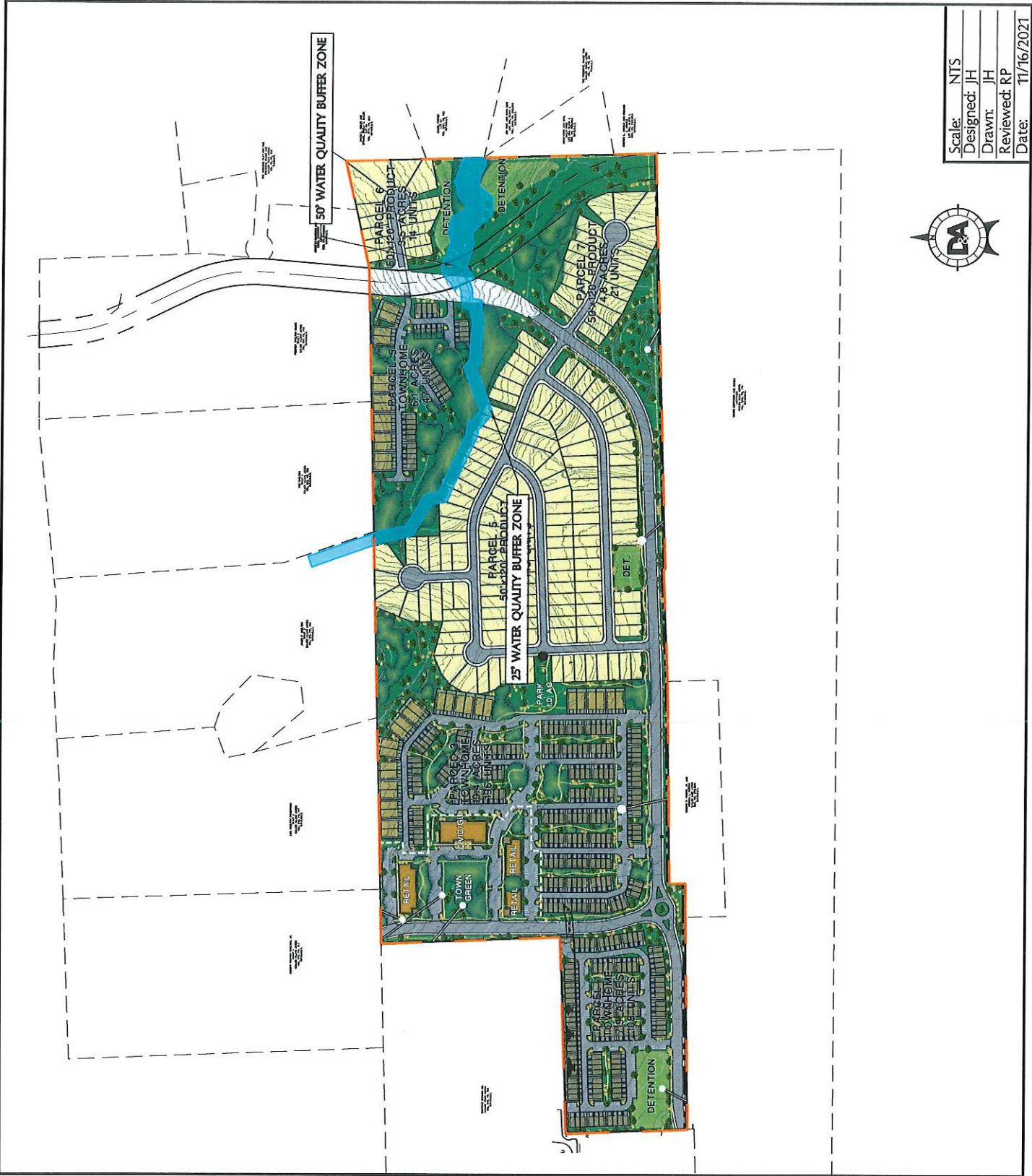
SHEET	7
OF	7
Project No.	2372-001B

VILLAGE GROVE
 SINGLE & MULTIFAMILY
 DEVELOPMENT
 DRIPPING SPRINGS, TX

STREE SECTION
 TOWNHOME &
 COMMERCIAL DRIVES

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 www.doucetengineers.com
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 TSP#15 Firm Number: 10105800

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



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

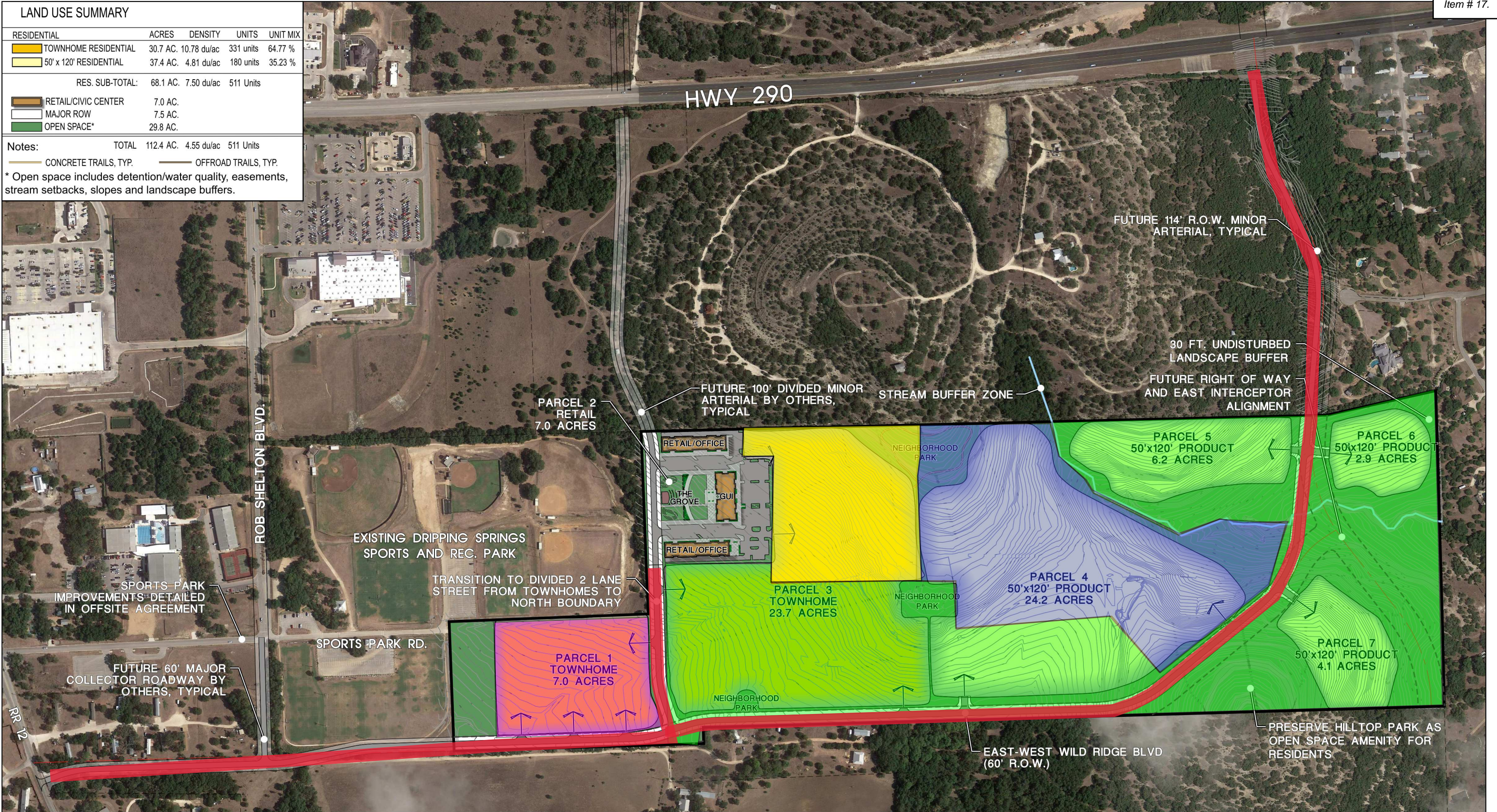
PLANNED
 DEVELOPMENT DISTRICT
 Exhibit - Water Quality
 Buffer Zones

VILLAGE GROVE
 DRIPPING SPRINGS, TX

SHEET	1	OF	1
Project No.:	1298-003		

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

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



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 1.512.246.7003
 www.secplanning.com + info@secplanning.com

■ Phase 1
■ Phase 2
■ Phase 3
■ Phase 4
■ Phase 5

PHASING PLAN

VILLAGE GROVE

DRIPPING SPRINGS, TEXAS

North
 Scale: 1" = 400'
 Date: June 2, 2022

SHEET FILE: I:\210162-DSPA\Cadfiles\PLANNING\Concept Plan 2022-06-01.dwg
 Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

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

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

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

- Sewage Pumping Station
- Wastewater Treatment Plant

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

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

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

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

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE I.
DEFINITIONS**

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

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

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

City Administrator means the City Administrator of the City.

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

County means Hays County, Texas.

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

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

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

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

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

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

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

Section 2.02 **District Execution of Agreement.**

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

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

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

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

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

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

**ARTICLE III.
AUTHORITY OF THE DISTRICT TO ISSUE BONDS**

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

- (a) The purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances (including capacity or contract rights to capacity in any of the foregoing) necessary to:
 - (1) Provide a water supply for municipal uses, domestic uses, and commercial purposes;
 - (2) Collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state (other than solid waste, as defined in the Applicable Rules);
 - (3) Gather, conduct, divert, and control local storm water or other local harmful excesses of water;

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

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

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

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

Section 3.02 City Submittals; Objections.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI. DEVELOPMENT MATTERS

Section 6.01 **Development Matters.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII.
MISCELLANEOUS PROVISIONS**

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

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

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

Section 7.04 Remedies.

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

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

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

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

Section 7.05 Assignment.

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

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

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

Section 7.06 Cooperation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * *

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

(Signatures on the following pages.)

COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT

CITY:

CITY OF DRIPPING SPRINGS

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

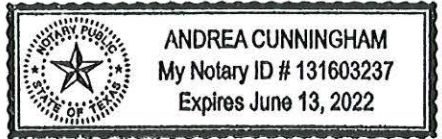
Date: 11/22/2021

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

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

Andrea Cunningham
Notary Public Signature

(Seal)



COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT

OWNERS:

Robert Mokhtarian, Individually

Robert Mokhtarian, Trustee
Edward Mokhtarian Trust

Robert Mokhtarian, Trustee
Edmund Mokhtarian Trust

THE STATE OF _____ §
 §
COUNTY OF _____ §

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

(SEAL) _____
Notary Public Signature

THE STATE OF _____ §
 §
COUNTY OF _____ §

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

(SEAL) _____
Notary Public Signature

THE STATE OF _____ §
 §
COUNTY OF _____ §

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

(SEAL)

Notary Public Signature

COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT

OWNERS (continued):

740 SPORTS PARK, LLC, a Texas limited liability company

By: _____
David Denbow, President

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

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

(SEAL)

Notary Public Signature

COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT

OWNERS (continued):

Clinton Cunningham

Dawn Cunningham

THE STATE OF _____ §
 §
COUNTY OF _____ §

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

(SEAL) _____
Notary Public Signature

THE STATE OF _____ §
 §
COUNTY OF _____ §

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

(SEAL) _____
Notary Public Signature

COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT

DISTRICT:

DRIPPING SPRINGS MUNICIPAL
UTILITY DISTRICT NO. 1

By: _____,
_____, President
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

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

(SEAL)

Notary Public Signature

Description of the Land

EXHIBIT A-1

Legal Description of Mokhtarian Land (Two Tracts)

Mokhtarian Tract 1:

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

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

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

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

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

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

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

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

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

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

Mokhtarian Tract 2:

FIELDNOTE DESCRIPTION

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

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

COMMENCING for reference at iron rod with cap stamped "KCE ENG" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHCT), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1482, Page 874, OPRHCT, same being the southwest corner of that called 17.0518 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 797, Page 799, RPRHCT;

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

- 1) N 02° 13' 09" W, with the west line of said 17.0518 acre tract, 498.04 feet to a 1/4-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly southwest corner of said 85.2767 acre tract, and POINT OF BEGINNING herein;
- 2) N 02° 13' 09" W, 60.00 feet to a 1/4-inch iron rod found for a southeast adjacent corner of said 40.00 acre tract, and a most westerly northwest adjacent corner of said 85.2767 acre tract and herein, and
- 3) N 87° 46' 51" E, 859.70 feet to a 1/4-inch iron rod found on the west line of said 79.0723 acre tract, and being the northeast corner herein; and from which point, a 1/4-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 79.0723 acre tract bears N 02° 13' 09" W, 788.07 feet;

THENCE S 02° 13' 09" E, crossing said 85.2767 acre tract with said west line of 79.0723 acre tract, 60.00 feet to a 1/4-inch iron rod found on the south line of said 85.2767 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 79.0723 acre tract and southeast corner herein;

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

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

Surveyed by: Staudt Surveying, Inc.
P.O. Box 1273
18740 Fitzhugh Road, Ste. 102
Dripping Springs, Texas 78620
612-868-2238
Firm Registration No.: 10081700



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

EXHIBIT A-2

Legal Description of 740 SP Land (Three Tracts)

740 SP Land Tract 1:

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

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

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

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

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

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

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

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

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

740 SP Land Tract 2:

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

740 SP Land Tract 3:

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

EXHIBIT A-3

Legal Description of Cunningham Land (Five Tracts)

Cunningham Tract 1:

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

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

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

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

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

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

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

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

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

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

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

Cunningham Tract 2:

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

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

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

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

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

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

Cunningham Tract 3:

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

Cunningham Tract 4:

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

Cunningham Tract 5:

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

EXHIBIT B

Concept Plan

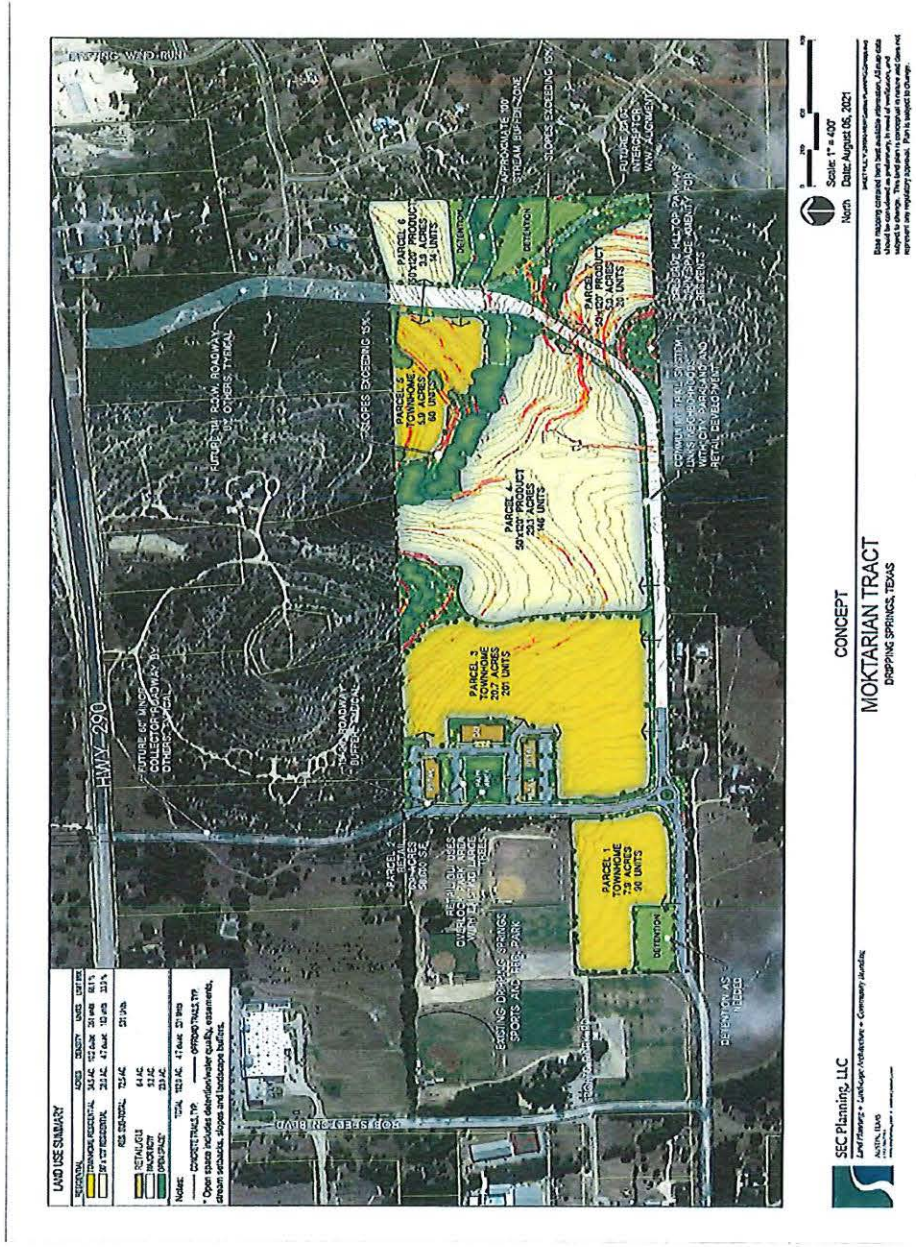


EXHIBIT C

City Consent Resolution

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2021-R33

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

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

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

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

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

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

SECTION 1. CONSENT

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

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

SECTION 2. EFFECTIVE DATE


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

SECTION 3. OPEN MEETINGS

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

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

CITY OF DRIPPING SPRINGS:



Bill Foulds, Jr., Mayor

ATTEST:



Andrea Cunningham, City Secretary

City of Dripping Springs

SEP 24 2021

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

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

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

I.

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

II.

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

III.

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

IV.

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

V.

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

{W1068793.2}

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

VI.

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

VII.

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

VIII.

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

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

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

PETITIONERS:

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

By: [Signature]
Robert Mokhtarian, Individually

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

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

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

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

See attached certificate

Notary Public Signature

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

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

See attached certificate

Notary Public Signature

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

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

See attached certificate

Notary Public Signature

(SEAL)

{W1068793.2}

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Los Angeles)
On September 15, 2021 before me, Narciso Meza, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Robert Mokhtarian
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Narciso Meza
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Petition For Consent To Creation of Dripping Springs Municipal Utility Distric Document Date: Sept. 15 2021

Number of Pages: 5 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Mokhtarian

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney In Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney In Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

PETITIONERS (continued):

As to the 17.038 acres described in Exhibit A-3

740 Sports Park, LLC, a Texas limited liability company

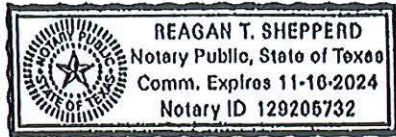
By: 
David Denbow, President

THE STATE OF TEXAS §
 §
COUNTY OF Hays §

This instrument was acknowledged before me on the 10 day of September, 2021, by David Denbow, President of 740 Sports Park, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)


Notary Public Signature



PETITIONERS (continued):

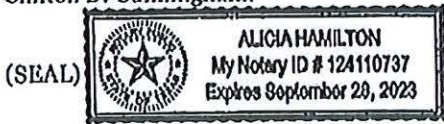
As to the 10.00 acres described in Exhibit A-4 and the 5.000 acres described in Exhibit A-5

By: *Clinton D. Cunningham*
Clinton D. Cunningham

By: *Dawn Cunningham*
Dawn Cunningham

THE STATE OF TEXAS §
 §
COUNTY OF Hays §

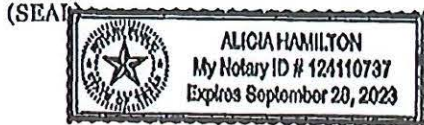
This instrument was acknowledged before me on the 17th day of September 2021, by Clinton D. Cunningham.



Alicia Hamilton
Notary Public Signature

THE STATE OF TEXAS §
 §
COUNTY OF Hays §

This instrument was acknowledged before me on the 17th day of September 2021, by Dawn Cunningham.



Alicia Hamilton
Notary Public Signature

{W1060793.2}

EXHIBIT A

The approximately 112.2903 acres of land consisting of the 79.0723 acres of land more particularly described on the attached Exhibit A-1; the 1.18 acres of land more particularly described on the attached Exhibit A-2; the 17.038 acres of land more particularly described on the attached Exhibit A-3; the 10.00 acres of land more particularly described on the attached Exhibit A-4; and the 5.000 acres of land more particularly described on the attached Exhibit A-5.

EXHIBIT A-1

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE G.H. MALOIT SURVEY AND THE BENJAMIN F. HIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO HAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 705, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

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

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

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

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 10° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lillian Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

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

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

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

1. N 87°10'54" W for 238.19 feet to an iron pin found.
2. An arc distance of 182.90 feet along a curve to the left whose elements are: L = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.
3. S 77°36'53" W for 1026.64 feet to an iron pin found.
4. An arc distance of 120.16 feet along a curve to the right whose total elements are: L = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.
5. An arc distance of 91.72 feet along a curve to the right whose elements are: L = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 07°03'15" W for 91.69 feet to an iron pin found.

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

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.

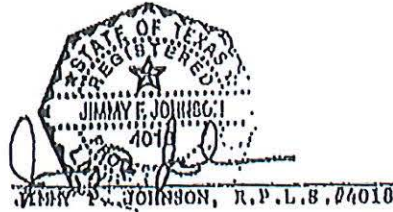


EXHIBIT A-2

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 80 FEET (00') IN WIDTH, TOTALING 1.10 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 2B, A-416, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 86.2767 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 768, PAGE 808, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHOY), LESS THAT CALLED 70.0723 ACRE TRACT SEVERED FROM SAID 86.2767 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEU TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 840, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.10 ACRE STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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

COMMENCING for reference at iron rod with one stamped "KC ENC" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHOY), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1482, Page 874, OFFICIAL, same being the southwest corner of that called 17.0518 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 767, Page 709, RPRHOY;

THENCE N 02° 19' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

- 1) N 02° 19' 09" W, with the west line of said 17.0518 acre tract, 408.64 feet to a 1/2-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly southwest corner of said 86.2767 acre tract, and POINT OF BEGINNING hereof;
- 2) N 02° 19' 09" W, 80.00 feet to a 1/2-inch iron rod found for a southeast reentrant corner of said 40.00 acre tract, and a most westerly northwest reentrant corner of said 86.2767 acre tract and hereof, and
- 3) N 87° 46' 51" E, 859.70 feet to a 1/2-inch iron rod found on the west line of said 70.0723 acre tract, and being the northern corner hereof; and from which point, a 1/2-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 70.0723 acre tract bears N 02° 19' 09" W, 788.07 feet;

THENCE S 02° 19' 09" E, crossing said 86.2767 acre tract with said west line of 70.0723 acre tract, 80.00 feet to a 1/2-inch iron rod found on the south line of said 86.2767 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 70.0723 acre tract and southeast corner hereof;

THENCE S 87° 46' 51" W, with the south line of said reentrant tract, and north line of said 17.0518 acre tract, 859.70 feet to the POINT OF BEGINNING containing 1.10 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Accuracy Survey 17677-01.dwg

Surveyed by: Staudt Surveying, Inc.
P.O. Box 1273
10740 Fitzhugh Road, Ste. 102
Dripping Springs, Texas 78620
612.000.2230
Plan Registration No.: 10001700



Bryan D. Nowotko 12 November 2017
Bryan D. Nowotko Registered Professional Land Surveyor No. 6887 Date

EXHIBIT A-3

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

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

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch Iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHC.T.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 869.69 feet to a ½ inch Iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 78.0723 acre tract as described in Volume 1128, Page 849 O.P.R.,H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 78.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N81°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N76°43'32"E, for a distance of 441.06 feet to a ½ inch Iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.,T.H.C.T.;

THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 580.13 feet to a ½ inch Iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

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

1. S88°21'29"W, for a distance of 368.71 feet to a ½ inch Iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°36'01"E, for a distance of 69.68 feet to a ½ inch Iron rod with cap stamped "AST" set;
3. S88°18'03"W, , at a distance of 160.23 pass a ½ inch Iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the POINT OF BEGINNING and containing 17.038 acres of land, more or less.

EXHIBIT A-4

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

May 25, 1989

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

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southwest corner of that certain forty (40.00) acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide ingress and egress easement described in a deed of record in Volume 101, Page 171 of the Hays County Deed Records.

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

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

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

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

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

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

{W1068793.2}

City of Dripping Springs
Resolution No. 2021-R33
City of Dripping Springs
MUD Creation & Operation Agreement

Exhibit A-4 - Page 1 of 2

Dripping Springs MUD No. 1 Consent
Page 14 of 18
Dripping Springs MUD No. 1
Page 46 of 51

May 25, 1909
Re: 10.00 acre tract
Page 2

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

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°49'13" W for 636.33 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


J. H. GALT
SURVEYOR
STATE OF MISSOURI
No. 22610
9-3-93

Job 01646

Updated

9-3-93

EXHIBIT A-5

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

June 14, 1990

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

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


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

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

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

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 302.61 feet to the POINT OF BEGINNING of the herein described tract containing 5.000 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


Surveyor of Hays County, Texas, No. 04010
Printed 9-3-93

Job #1651

EXHIBIT B

CERTIFICATE OF LIENHOLDER'S CONSENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

PlainCapital Bank, Texas state bank, being the lienholder on a portion of the land that is proposed to be included in Dripping Springs Municipal Utility District No. 1, as described by metes and bounds on the attached Exhibit "1", hereby consents to the Petition for Creation of Dripping Springs Municipal Utility District No. 1 signed by Robert Mokhtarian, Individually; Robert Mokhtarian, Trustee for Edward Mokhtarian Trust; Robert Mokhtarian, Trustee for Edmund Mokhtarian; David Denbow, President of 740 Sports Park, LLC, a Texas limited liability company; and Clinton D. Cunningham and Dawn Cunningham concerning such land.

WITNESS MY HAND effective as of the 10th day of SEPTEMBER, 2021.

PlainsCapital Bank, a Texas state bank

By: [Signature]
Printed Name: Tommy Ward
Title: Vice President
Date: 9-10-21

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was executed before me on this 10th day of September, 2021, by Tommy WARD, VICE PRESIDENT of PlainsCapital Bank, a Texas state bank, on behalf of said bank.

(SEAL)



[Signature]
Notary Public Signature

EXHIBIT "1"

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

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

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch Iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHCT.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 859.59 feet to a ½ inch Iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R.H.C.T., said point being the beginning of a curve to the left;

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

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N01°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N76°43'32"E, for a distance of 441.05 feet to a ½ inch Iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4268, Page 618 O.P.T.H.C.T.;

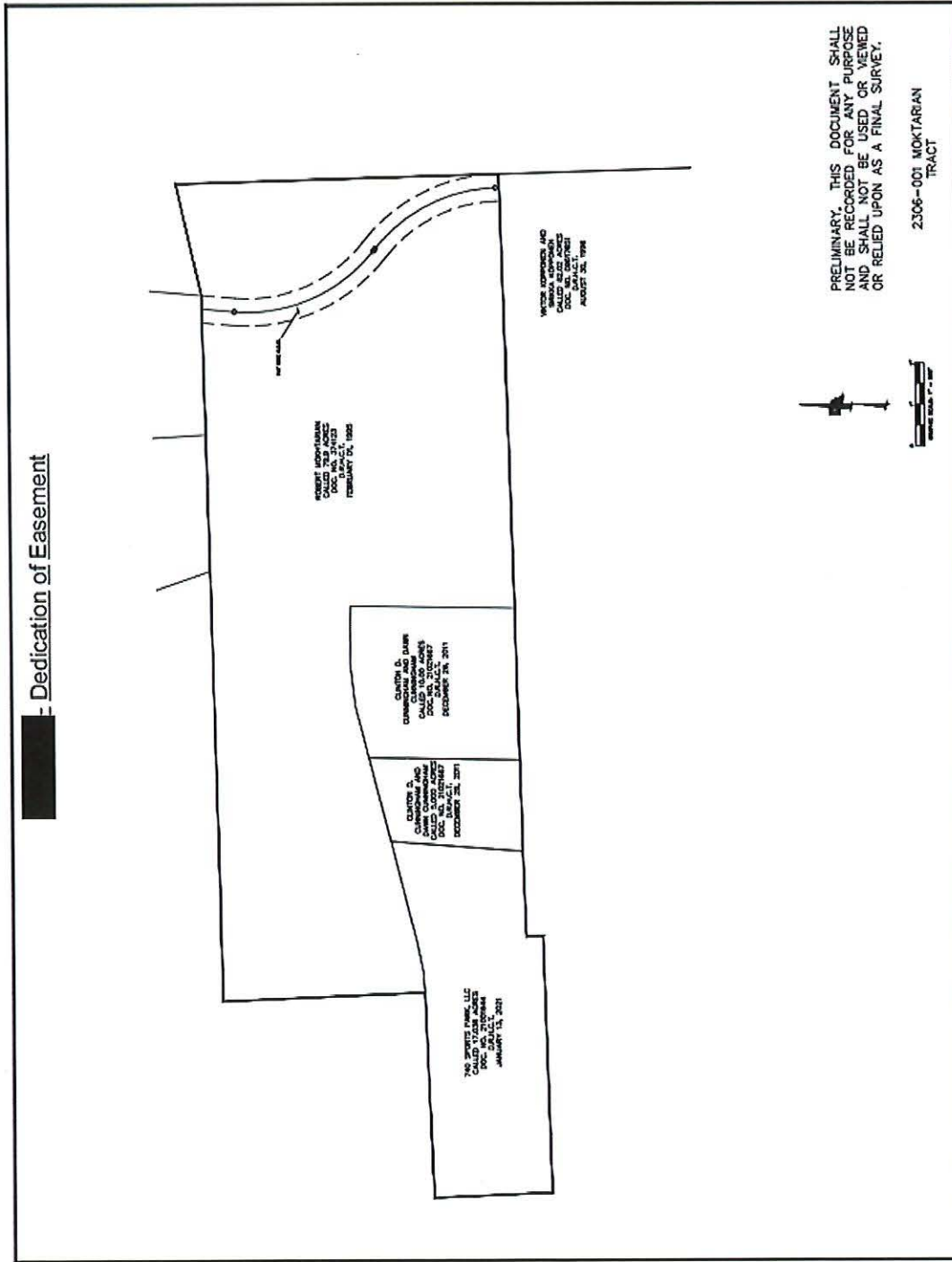
THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 580.13 feet to a ½ inch Iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

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

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch Iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch Iron rod with cap stamped "AST" set;
3. S88°18'03"W, , at a distance of 150.23 pass a ½ inch Iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the POINT OF BEGINNING and containing 17.038 acres of land, more or less.

EXHIBIT D

Easement Dedications



CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2021-41

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNERS APPROXIMATELY 111.1103 ACRES OF LAND INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF DRIPPING SPRINGS, TEXAS INCLUDING THE FOLLOWING: FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY; AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Dripping Springs (“City”) is a Type-A, General Law municipality located in Hays County, Texas with the rights and privileges thereto; and

WHEREAS, Section 43.0671 of the Texas Local Government Code authorizes a Type-A general law municipality to extend the boundaries of the municipality and annex area adjacent to the municipality by petition of area landowners in accordance with the procedural rules prescribed by Texas Local Government Code Chapter 43; and

WHEREAS, the City received a written petition from Clinton Cunningham and Dawn Cunningham requesting the voluntary annexation of the area described in Exhibit “A” on September 30, 2021; and

WHEREAS, the area identified in Exhibit “A”, 15 acres located in the P.A. Smith League, Hays County, Texas, is adjacent and contiguous to the city limits; and

WHEREAS, the City received a written petition from 740 Sports Park LLC, requesting the voluntary annexation of the area described in Exhibit “B” on October 1, 2021; and

WHEREAS, the area identified in Exhibit “B”, 17.038 acres located in the P.A Smith League, Hays County, Texas, is adjacent and contiguous to the city limits; and

WHEREAS, the City received a written from petition Robert Mokhtarian individually and as Trustee for Edward Mokhtarian, and as Trustee for Edmund Mokhtarian requesting the voluntary annexation of the area described in Exhibit “C” on October 12, 2021; and

WHEREAS, the area identified in Exhibit “C”, 79.0723 acres of the P.A. Smith League Survey, the C.H. Malott Survey and the Benjamin F. Mims Survey No. 8, Hays County, Texas, is adjacent and contiguous to the city limits; and

WHEREAS, the City Council granted the petitions and allowed City staff to proceed with negotiating the service agreement with the property owners, in accordance with Section 43.0672 of Texas Local Government Code; and

WHEREAS, the City Council conducted a public hearing and considered testimony regarding

the annexation of the property, in accordance with Section 43.0673 of Texas Local Government Code on October 19, 2021; and

WHEREAS, the City Council deems it to be in the best interest of the citizens of the City to annex said territory into the City.

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

1. FINDINGS OF FACT

All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of Dripping Springs, Texas, and are hereby approved and incorporated into the body of this Ordinance as if copied herein in their entirety.

2. ANNEXATION OF TERRITORY

- A. The property in the area described in Exhibit “A”, “B” and “C”, which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Dripping Springs, and is made an integral part, hereof.
- B. The official map and boundaries of the City of Dripping Springs are hereby amended and revised so as to include the area annexed, and to reflect the expansion of the City’s extraterritorial jurisdiction resulting from such annexation.
- C. An annexation agreement was executed prior to the annexation approval in accordance with Section 43.0672 of Texas Local Government Code and is attached hereto as part of Exhibit “A”, “B” and “C” and incorporated herein for all intents and purposes.
- D. The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City of Dripping Springs and are hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

3. EFFECTIVE DATE

This ordinance is effective, and the annexation achieved herein shall be final and complete upon adoption of this Ordinance on the date set forth below.

4. FILING

- A. The City Secretary is hereby instructed to include this Ordinance in the records of the City.
- B. The City Secretary is hereby instructed to have prepared maps depicting the new municipal

boundaries and extraterritorial jurisdiction.

- C. The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Hays County Clerk.
- D. The City Secretary is hereby instructed to submit by certified mail a certified copy of the annexation ordinance a map of the entire city that shows the change in boundaries, with the annexed portion clearly distinguished, resulting from the annexation to the Texas Comptroller's Office.

5. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

6. PROPER NOTICE AND MEETING

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

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

THE CITY OF DRIPPING SPRINGS:



Bill Foulds Jr.

 Bill Foulds Jr.

ATTEST:

Andrea Cunningham

 Andrea Cunningham, City Secretary

EXHIBIT “A”

**PETITION REQUESTING ANNEXATION OF TERRITORY
IN WHICH THERE ARE FEWER THAN THREE VOTERS**

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.


The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Dated: October 18, 2021.



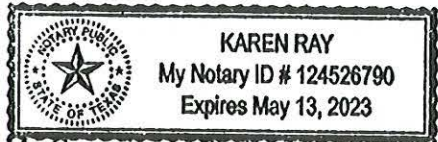
Clinton Cunningham



Dawn Cunningham

STATTE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me on October 18 2021 by Clinton Cunningham and Dawn Cunningham.





Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A

Property Legal Description:

Tract 1:

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

May 25, 1989

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

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

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Henson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60-0 nail set in a fence corner post.

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

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

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

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

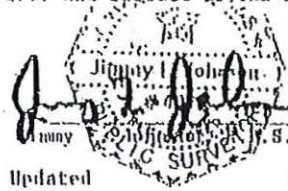
1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are: $T=15^{\circ}12'13"$, $R=689.28$ feet, $T=91.99$ feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'56" E for 230.19 feet to an iron pin set for the northeast corner of the herein described tract.

May 25, 1989
Re: 10.00 acre tract
Page 2

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

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

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


Jimmy I. Johnson
Registered Professional Surveyor, State of Texas, No. 74018
Updated 9-3-93

Job #1646

Tract 2:

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

June 14, 1990

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

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

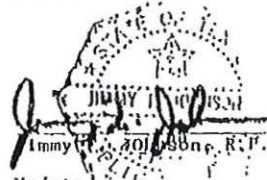
THENCE, along the west boundary line of the above described tract, N 6°12'10" E for 60.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

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

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

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 302.61 feet to the POINT OF BEGINNING of the herein described tract containing 5.000 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


Jimmy R. Gibson, R.P.S. 74018
Updated 9-3-93

Job #1651

EXHIBIT “B”

**PETITION REQUESTING ANNEXATION OF TERRITORY
IN WHICH THERE ARE FEWER THAN THREE VOTERS**

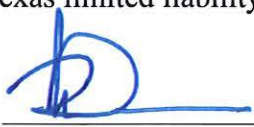
TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Dated: 10/1, 2021.

740 Sports Park, LLC
A Texas limited liability company

By: 
Name: David Denbow
Title: Manager

STATTE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me on October 1st, 2021 by David Denbow, Manager of 740 Sport Park, a Texas limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas

My Commission Expires: 11-16-2024

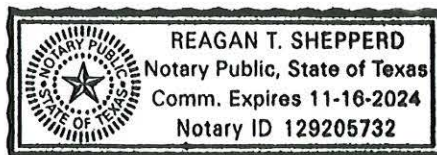


EXHIBIT A

Property Legal Description:

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

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

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHCT.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 859.59 feet to a ½ inch iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R.,H.C.T., said point being the beginning of a curve to the left;

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

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N61°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N75°43'32"E, for a distance of 441.05 feet to a ½ inch iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

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

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

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch iron rod with cap stamped "AST" set;
3. S88°18'03"W, , at a distance of 150.23 pass a ½ inch iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the POINT OF BEGINNING and containing 17.038 acres of land, more or less.

EXHIBIT “C”

**PETITION REQUESTING ANNEXATION OF TERRITORY
IN WHICH THERE ARE FEWER THAN THREE VOTERS**

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Dated: 10/12, 2021.



Robert Mokhtarian individually and as Trustee for Edward Mokhtarian, and Robert Mokhtarian Trustee for Edmund Mokhtarian

STATTE OF CALIFORNIA

COUNTY OF Los Angeles

This instrument was acknowledged before me on 10-12, 2021 by Robert Mokhtarian, Robert Mokhtarian Trustee for Edward Mokhtarian, and Robert Mokhtarian Trustee for Edmund Mokhtarian.

A. Valadez
Notary Public, State of California

My Commission Expires: 09-23-2024

See attached CA Acknowledgment
10-12-2021 A-V,

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Los Angeles)

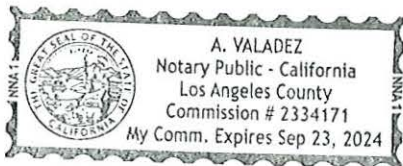
On 10-12-2021 before me, A. Valadez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert Mokhtarian
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature A. Valadez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Petition Requesting Annexation of Territory

Title or Type of Document: _____ Document Date: 10-12-2021

Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

EXHIBIT A

Property Legal Description:

Tract 1:

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

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

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

1. S 89°27'58" E for 465.05 feet to an iron pin found.
2. S 89°29'16" E for 2496.82 feet to a 60#D¹ nail found.
3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

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

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


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

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

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

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

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.



 JIMMY F. JOHNSON, R.P.L.S. #4018

Tract 2:

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 60-FEET (60') IN WIDTH, TOTALING 1.18 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 26, A-416, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 86.2767 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 788, PAGE 808, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHCT), LESS THAT CALLED 79.0723 ACRE TRACT SEVERED FROM SAID 86.2767 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 849, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.18 ACRE STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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

COMMENCING for reference at iron rod with cap stamped "KC ENG" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHCT), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1462, Page 671, OPRHCT, same being the southwest corner of that called 17.0518 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 797, Page 709, RPRHCT;

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

- 1) N 02° 13' 09" W, with the west line of said 17.0518 acre tract, 498.84 feet to a 1/4-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly southwest corner of said 86.2767 acre tract, and POINT OF BEGINNING herein;
- 2) N 02° 13' 09" W, 60.00 feet to a 1/4-inch iron rod found for a southeast reentrant corner of said 40.00 acre tract, and a most westerly northwest salient corner of said 86.2767 acre tract and herein, and
- 3) N 87° 48' 51" E, 859.70 feet to a 1/4-inch iron rod found on the west line of said 79.0723 acre tract, and being the northeast corner herein; and from which point, a 1/4-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 79.0723 acre tract bears N 02° 13' 09" W, 788.07 feet;

THENCE S 02° 13' 09" E, crossing said 86.2767 acre tract with said west line of 79.0723 acre tract, 60.00 feet to a 1/4-inch iron rod found on the south line of said 86.2767 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 79.0723 acre tract and southeast corner herein;

THENCE S 87° 48' 51" W, with the south line of said remainder tract, and north line of said 17.0518 acre tract, 859.70 feet to the POINT OF BEGINNING containing 1.18 acres of land, more or less, within these metes and bounds.

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

Surveyed by: Staudt Surveying, Inc.
P.O. Box 1273
16740 Fitzhugh Road, Ste. 102
Dripping Springs, Texas 78620
512-868-2238
Firm Registration No.: 10091700



Bryan D. Newsome
Bryan D. Newsome Registered Professional Land Surveyor No. 5657 Date *13 November 2017*

Questions and Concerns Regarding the Impact of Village Grove Development on Adjacent Landowners

Submitted by Eugene, Brenda, and Rosemary Foster (27106 RR 12 South /Hays County Appraisal Parcel # R19962)

Procedural and Timeline Questions

1. What are the prerequisites and timelines for the P&Z review and approval of the proposed Village Grove development?
2. What are the prerequisites and timelines for City Council review and approval of the corresponding annexation request related to the proposed Village Grove development?
3. What are the prerequisites and timelines for City Council review and approval of the Municipal Utility District (MUD) application related to the proposed Village Grove development?
4. Did the City of Dripping Springs (City) provide advance notification to all adjacent landowners of public hearings, annexation requests, and MUD applications related to the proposed Village Grove development? If not, why not?
5. Why are some adjacent property owners not listed on 'Exhibit A – Legal Description of Land' filed with the MUD application with the City of Dripping Springs?
6. What happens if the City or TCEQ do not provide approval for the MUD application?
7. Is the P&Z aware how the Village Grove development project is being funded?
8. Is the City providing any financial or other incentives to support the proposed Village Grove development?

Environmental Impact Questions

9. Regarding the Village Grove development plan presented for P&Z review:
 - a. Are the road and trail improvements adjacent public or private?
 - b. What number of vehicles are projected to use this road daily in each phase of the development?
 - c. Does the P&Z consider safety, noise, atmospheric, and light impacts on adjacent properties

10. Will the developer be required to place a fence around the proposed development? If so, will the materials, height, etc. be sufficient to mitigate the safety, noise, atmospheric, and light impacts on adjacent property owners?
11. How will P&Z ensure the proposed Village Grove development does not diminish or degrade the quantity and quality of existing water wells on adjacent properties?
12. Has the developer presented Due Diligence documentation regarding the presence of potentially hazardous waste dumps and abandoned well sites within the proposed Village Grove property?
13. Will P&Z and the City be conducting Texas Antiquities Code archeological survey and assessments for the proposed Village Grove development.
14. Has the developer presented a Feasibility Study to the P&Z? If not, will the P&Z require one?
15. Is P&Z coordinating with Hays County to ensure compliance with the Hays County Regional Habitat Conservation Plan?
16. Is P&Z requiring the developer to consult with U.S. Fish & Wildlife regarding potential impacts to threatened and endangered species?
17. How does the landfill located on the 740 Sports Park LLC property impact the development?

Land Use, Utility, and Zoning Questions

18. How will P&Z approval of the proposed Village Grove development affect current land use and zoning of adjacent properties?
19. How many people and at what density will P&Z be approving for occupation of the proposed Village Grove development, initially and eventually as it is completed in phases?
 - a. How many adults?
 - b. How many school age children?
20. How will P&Z ensure that the proposed Village Grove development does not adversely affect the adjacent landowners by relocation or disruption of electrical service?
21. How will P&Z prevent surface water drainage, erosion, and fertilizers from the proposed Village Grove development from adversely impacting adjacent property owners before, during and after construction?
22. How will sanitary sewer and wastewater (WW) treatment be handled during each phase of the Village Grove development?

23. Does P&Z anticipate that WW treatment for the Village Grove development will be immediately or eventually provided at the City's current WW Treatment Plant on Onion Creek?
24. Has P&Z received TCEQ-approval for expansion of its existing WW Treatment facility on Onion Creek?
25. Does P&Z anticipate that it will approve temporary on-site waste-water treatment until final connections and treatment are provided at a TCEQ-approved W/WW treatment facility?

Offsite Road Transportation/ Road Improvements:

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

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

The Village Grove Development has agreed to the following:

1. Design and construction of Wild Ridge Boulevard as a two-lane minor arterial with left-turn lanes from US 290 through the development to RM 12. The construction between Rob Shelton Blvd to RM 12 of this two-lane arterial, between Rob Shelton Boulevard to RM 12, will be partially reimbursed by the City after the City receives and approves the budget for said roadway.
2. Design and construction of two-lane minor arterial roadway, referred to as Lone Peak Way, between Wild Ridge Boulevard on southern border to the northern border of land of a two-lane roadway referenced as Lone Peak Way.
3. Reserve 114’ of Right of Way from US 290 to southern property border of development for future expansion to a four-lane roadway.
4. Design and construction of the fourth leg of a traffic signal at US 290 and Wild Ridge Boulevard.
45. Intersection improvements as identified in the TIA – \$279,250. Developer shall contribute \$702,666 that shall be used towards the ROW acquisition and construction of Wild Ridge Boulevard between Rob Shelton Boulevard and RM 12. This Wild Ridge Blvd improvement includes construction of two-lane minor arterial with left-turn lanes, construction of a northbound right-turn lane on RM 12, construction of a southbound left-turn lane on Rob Shelton Boulevard, relocation of the traffic signal on RM 12 from Sports Park Road to Wild Ridge Boulevard, and conversion of Sports Park Road to one-way

Commented [PL1]: Based on recent discussion with Doucet, they are not proposing to construct through the 7 acre Grove site

Commented [PL2]: John is updating this number and it will be higher

eastbound operations.

The transportation improvements proposed to be constructed by the Village Grove development are those that provide additional roadway capacity. These improvements align with the City’s transportation priorities as shown in the adopted Transportation Master Plan. The construction of a two-lane North/South minor arterial roadway provides needed mobility in this quadrant of the City and connects to the roadway to the north of US 290 as part of the Wild Ridge development provides strategic connectivity to Wild Ridge Boulevard north of US 290. Collectively, the transportation improvements proposed by Village Grove meet the Development’s proportional share identified in the proposed TIA and the dedication of Right of Way assists with future transportation capacity needs.



City Reimbursement for Offsite East-West Roadway – Rob Shelton to RRM 12

The Developer will construct a two-lane minor arterial from Rob Shelton to RRM 12 with reimbursement from the City. The roadway will be funded initially by using the TIA proportionate share of \$279,250,702,666. The remainder will be funded by the City after the City has the opportunity to review and approve the budget.

Commented [PL3]: To be updated to a percentage

OFFSITE ROAD AGREEMENT

This Offsite Road Agreement ("Agreement") is between the **City of Dripping Springs**, a Type A General Law City located in Hays County, Texas (the "City"), and **Dripping Springs Partners, LLC**, a Texas limited liability company ("Owner").

RECITALS:

WHEREAS, Owner owns or shall become the owner of approximately 112 acres of land, more or less (the "Land") as shown on **Exhibit A** attached hereto and more particularly described on **Exhibit B** attached hereto, which Land is being annexed into the City; and

WHEREAS, it is intended that the Land will be developed as a master-planned community by Owner, its affiliates and/or their successors and assigns, including future owners and developers (the "Project"); and

WHEREAS, City approved on the same date as this Agreement that certain "PDD Ordinance" that contains terms and agreements regarding the annexation and development of the Land; and

WHEREAS Owner desires to design and construct, or cause to be designed and constructed, Offsite Road improvements (as hereinafter defined) and also desires to have the option to provide funding for the Offsite Roads in order to provide a special benefit for the proposed development of the Land.

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

**ARTICLE 1
RECITALS**

1.1 The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

RGB

DRAFT F

06/02/2022

ARTICLE 2 DEFINITIONS

- 2.1 PDD Ordinance:** That certain PDD Ordinance executed between Owner and City on the same date as this Agreement.
- 2.2 City Administrator:** The chief administrative officer of the City of Dripping Springs, Texas. The term also includes the Deputy City Administrator or the City Administrator's designee.
- 2.3 City Council:** The governing body of the City of Dripping Springs, Texas.
- 2.4 City Engineer:** The person or firm designated by the City Council as engineer for the City of Dripping Springs, Texas.
- 2.5 City Review Fees:** The fees set out in City's Fees Schedule Ordinance as may be amended from time to time.
- 2.6 City Construction Standards:** The following City standards for planning, design, location, and construction of the Offsite Road in effect on the date hereof, and as the same may be amended by the cross-sections or design descriptions as adopted as exhibits to the Annexation agreement and PDD Ordinance attached hereto. If not addressed in the Annexation agreement and PDD Ordinance then the standards shall be:
- 2.6.1 Subdivision Ordinance and Regulations;
 - 2.6.2 Development Ordinance and Regulations; and
 - 2.6.3 Dripping Springs Technical Criteria.
- 2.7 Contractor:** A person or entity that constructs the Offsite Roads.
- 2.8 Effective Date:** The date that this Agreement is approved by City.
- 2.9 Land:** Has the meaning set forth in the Recitals.
- 2.10 Notice:** Notice as defined in Section 7.3 of this Agreement.
- 2.11 Offsite Roads:** Has the meaning set forth in Section 3.1.
- 2.12 Parties:** Parties are City of Dripping Springs and Dripping Springs Partners, LLC, a Texas limited liability company.
- 2.13 Project:** Has the meaning set forth in the Recitals.

2.14 Street Section(s): The Street sections are described on Exhibit D attached hereto. Owner agrees to continue to work with City during the design phase of the Project to make minor adjustments to roadway sections that allow better pedestrian circulation on Lone Peak Street.

Unless indicated otherwise herein, other capitalized terms in this Agreement shall have the same respective meanings as are ascribed to them in the PDD Ordinance.

ARTICLE 3
DESIGN AND CONSTRUCTION OF OFFSITE ROAD

3.1 Offsite Roads:

a. Owner will:

(i) construct, or cause to be constructed, the two lane north-south arterial roadway from the northeastern boundary of the Land to US 290 as shown on the Offsite Road Diagram attached hereto as **Exhibit C** (referred to herein as the “Offsite Burke Roadway”), this portion being the required roadway section for the proposed development of the Land, that being the Onsite North-East Roadway conforming to the typical section as shown in **Exhibit D**; additionally construct or cause to be constructed the four lane section at the intersection of the Offsite Burke Roadway and US 290 (the “North Intersection”) and signal improvements as described in the Traffic Impact Analysis (“TIA”) with transition from the North Intersection to two lanes southbound.

(ii) construct or cause to be constructed, the two lane east-west collector from the southwestern boundary of the Land to Rob Shelton Blvd., as shown on the Offsite Road Diagram (referred to herein as the “Offsite East-West Roadway”), this portion being the required roadway section for the proposed development of the Land, that being the final Onsite East-West Roadway conforming to the typical section as shown in **Exhibit D**. The Offsite Burke Roadway and the Offsite East-West Roadway are referred to herein jointly as the “Offsite Roads”); and

(iii) construct or cause to be constructed, the two lane east-west collector from Rob Shelton Blvd. to Ranch Road 12 together with traffic signal relocation from Sports Park Road, as shown on the Offsite Road Diagram (aggregately referred to herein as the “RR 12 Roadway”) through the process described in this Section 3.1 a. RR 12 Roadway shall also include a westbound right turn lane on east-west collector , a northbound right turn lane on RR 12 at east-west collector, an eastbound left turn lane on east-west collector at Rob Shelton, and conversion of Sports Park Road to a one-way street in accordance with the project’s traffic impact analysis (TIA).

(iv). Prior to commencing construction of the RR 12 Roadway, the budget for the RR 12 Roadway will be prepared by Owner and submitted to City for approval, such approval not to be unreasonable withheld, conditioned, or delayed. If the construction of the RR 12 Roadway and the budget are approved and the RR 12 Roadway completed and accepted by City, all of the budgeted expenses actually incurred by Owner relating to the RR 12 Roadway will be reimbursed to Owner by City by way of the following: transfer to Owner of the following fees collected by City relating to the Project: development, fees, planning/platting fees, building

permit fees, parkland dedication fees, and other City fees received by the City from the Project. City will deliver the proceeds of such fees to Owner on a monthly basis until the budgeted expenses actually incurred by Owner have been reimbursed to Owner in full. If after five (5) years from the commencement of construction the fees transferred to Owner are insufficient to reimburse Owner in full, City will promptly pay the outstanding balance to Owner.

(v) (A) provided the Preserve subdivision owners' association ("HOA") and the owner of the Burke tract both consent, Owner agrees to construct a connection from the Offsite Burke Roadway to serve the Preserve neighborhood at the location shown on **Exhibit C** attached hereto, and (B) construct a connection from the Onsite North-East Roadway to serve Eugene R and Brenda L Foster's tract just south of the Project at a location agreed upon by the Fosters and Owner; (the HOA and the Fosters are collectively "Neighbors"). The locations and design of the connections shall be approved by the City. Neighbors shall decide if they would like to proceed with the roadway connections by September 30, 2022, in order to incorporate within the construction documents. If no decision is made the Neighbors by September 30, 2022, Owner will have no further obligation to construct these connections. Assignment of this provision to a third party will not be allowed.

The obligation to construct the RR 12 Roadway is predicated on the first phase of infrastructure of the Project being under construction, obtaining any necessary rights-of-way and City approving the budget. Acquisition of rights-of-way is primarily the responsibility of Owner, but if needed, City may elect to employ its eminent domain/condemnation powers to acquire the rights-of way, all as described in Section 3.6 hereof. If either the construction and/or budget is not approved by City, or the acquisition of the right of way is not obtained, the obligation of Owner to construct the RR 12 Roadway is released; and

The Onsite North-East Roadway within the Land shall be a two-lane minor arterial. Construction shall be generally in accordance with the cross-sections and design specifications as shown in the PDD Ordinance, typical sections of which are shown in **Exhibit D**, subject to plan review and acceptance by City pursuant to Section 3.4 and by the Texas Department of Transportation as applicable. Owner will coordinate this effort with City. The obligation to construct the Offsite Roads is predicated on the first phase of infrastructure of the Project being under construction and obtaining any necessary rights-of-way. Acquisition of rights-of-way is primarily the responsibility of the Owner, but if needed, the City may elect to employ its eminent domain/condemnation powers to acquire the rights-of way, all as described in Section 3.6 hereof.

- b. Owner shall be required to commence construction of the Offsite Burke Roadway and the Offsite East-West Roadway, and the Onsite East-West Roadway at such time as Owner has begun construction of the first phase of infrastructure of the

Project. Owner shall coordinate with the City, TxDOT, Hays County, and any property owner needed to construct these improvements in a manner that allows this timing to be completed. Acquisition of rights-of-way is primarily the responsibility of the Owner, but if needed, the City may elect to employ its eminent domain/condemnation powers to acquire the rights-of way all as described in Section 3.6 hereof. The timing for the commencement of construction of the RR 12 Roadway is as described in Section 3.1 a. (iii) above.

- c. Based on the approved TIA, Owner and City have agreed upon the amount of Owner's required participation costs associated with the offsite traffic impact brought on by the Project (the "Participation Costs"). Owner's obligations to construct the Offsite Roads and dedicate specified ROW shall fully satisfy Owner's Participation Costs. Per the TIA, the following Cost Participation Percentages shall apply to the RR 12 Roadway: City 67% and Owner 33%. In addition to these costs Owner shall be responsible for paying Offsite Roadway Improvements Costs of \$128,900 for improvements to US 290 and RM 12 and US 290 and Rob Shelton intersection improvements. These costs shall be applied to the RR 12 Roadway costs to offset the City's participation costs.
- d. Notwithstanding the foregoing, City and Owner acknowledge that this Agreement is subject to plan review and acceptance by Texas Department of Transportation and any further requirements by Texas Department of Transportation shall be met by Owner.

3.2 Infrastructure Standards. The Offsite Roads shall be planned, designed and constructed in compliance with this Article 3 and the City Construction Standards that apply to the Land. Owner agrees to engage a professional engineer registered in the State of Texas to provide design phase, bid phase, and construction phase services necessary for the design, bidding, construction, and installation of the Offsite Roads. Owner shall not be required to publicly bid the project in accordance with all applicable City procedures and the Laws of the State of Texas. However, Owner will request at least three bids from qualified firms for each construction contract for the Offsite Roads work with City to provide locally-based, qualified firms access to bidding opportunities as allowed by state law.

3.3 Engagement of Contractor. Owner shall engage a contractor to construct the Offsite Roads in accordance with the terms and conditions of this Agreement and with the approved construction plans and specifications. The construction contract shall require that any and all change orders in excess of \$25,000.00 shall be jointly agreed to in writing by City and Owner, shall incorporate the requirements of this Article 3, and shall provide that City is a third-party beneficiary of the contract and may enforce such contracts against the Contractor. Change orders must represent an individual change to the contracted work such that large change orders are not subdivided for the sole purpose of arriving at a cost less than \$25,000.00 for any of the subdivided changes.

3.4 Plan Review, Payment of Fees, and Pre-Construction Conference. Construction of the Offsite Roads shall not commence until the plans and specifications have been

reviewed and approved by the City for compliance with City Construction Standards and TxDOT, as applicable, for compliance with the TxDOT Construction Standards; a pre-construction conference has been held by the Contractor, Owner's Engineer, and the City Engineer, Hays County Fire, and TxDOT (as applicable); all applicable City Review Fees are hereby waived as to the road improvements related to this Agreement except those fees incurred by usage of third-party consultants for review, which shall be paid by the Owner. At such preconstruction conference, the City's Engineer shall designate the individual who will serve as the City's project manager and inspector (the "City Inspector").

- 3.5 Inspection by City.** City has the right, but not the obligation, to inspect and test the Offsite Roads at any time. Further, City has the right to participate in a final inspection of the Offsite Roads. Owner, or its Engineer or Contractor, shall notify the City Inspector when each of the Offsite Roads is ready for final inspection. If the City Inspector concurs that construction of the Offsite Roads is substantially complete, then the City Inspector will schedule a final inspection by the City's Engineer within 15 days. Upon such final inspection and correction of any punch list items, Owner shall request that City formally accept the improvements, subject to the provisions of this Agreement.
- 3.6 Easements and Rights-of- Way.** Acquisition of right-of-way is primarily the responsibility of the Owner, but if the Owner is unable to obtain all required off-site easements or rights-of-way, then within 60 days after request by Owner, City may elect to acquire the easements and right-of-way, using its powers of eminent domain; provided specifically that City and Owner shall jointly incur the expense of attorneys' fees for counsel other than City staff; survey fees and expenses; appraisal fees and expenses; expert fees and expenses, and all other fees, costs, and expenses associated with the acquisition. City shall incur at its sole expense the cost of City staff time for oversight, legal advice provided to the City, and project management. Notwithstanding anything contained in this Agreement to the contrary, if City elects not to use its powers of eminent domain to acquire the easements and rights of way, then Owner is released from its obligation to construct that portion of a roadway that lies within such easement and/or right of way.

ARTICLE 4 FEES, PERFORMANCE, PAYMENT AND MAINTENANCE BONDS

- 4.1 Payment of Fees.** All City Review Fees and City Inspection Fees for the Offsite Roads constructed by Owner as set out in the City's Fee Schedule are hereby waived.
- 4.2 Payment of Costs.** Except as otherwise provided herein, Owner will pay all costs incurred by Owner associated with the design and construction of the Offsite Road and any cost overruns.

- 4.3** **Payment, Performance, and Maintenance Bonds.** City shall require Owner or Owner's Contractor(s) to provide performance and payment bonds at the time of construction of the Offsite Roads as applicable, in accordance with Applicable Rules. Owner or Contractor shall provide a two (2) year maintenance bond upon acceptance by City.

ARTICLE 5 OWNERSHIP AND OPERATION OF OFFSITE ROADS

- 5.1** Within sixty (60) days after City's final approval of the Offsite Roads and the inspection and correction of punch list items pursuant to Section 3.5 above, City will accept the Offsite Roads except any roads maintained and operated by the State of Texas.
- (a) Owner shall provide the City Engineer with a set of as-built drawings, for permanent record.
- (b) Owner or Owner's Contractor shall provide the City Administrator or designee with a two year maintenance bond for the Offsite Roads.
- 5.2** All warranties secured for construction of the Offsite Roads and all bonds, guarantees, other assurances of performance, record drawings, project manuals, and all other documentation related to the Offsite Roads will be delivered to City. Owner agrees that City will not accept the Offsite Roads burdened by any mechanic's lien created by, through or under Owner.
- 5.3** After acceptance by City, City will operate and maintain the Offsite Roads according to City's policies and ordinances, as amended from time to time. Nothing in this Agreement will be construed to limit, restrict, modify, or abrogate City's governmental authority or ordinances respecting the operation and maintenance of its road systems nor its duty to provide for the public health, safety, and welfare in the operation and maintenance of same.
- 5.4** Maintenance of roadway and storm water infrastructure within the right-of-way will become the responsibility of the City through acceptance by the City Council under the current ordinances. All storm water infrastructure associated with roadways that is outside the right-of-way will remain the maintenance responsibility of the Owner or its assigns.

ARTICLE 6 INSURANCE AND INDEMNIFICATION

- 6.1** **Insurance.** Owner or its Contractor(s) shall acquire and maintain, during the period of time when any of the Offsite Roads are under construction by Owner (with full coverage in force for matters occurring prior to City's acceptance of the Offsite Road until

expiration of two (2) years after the latter to occur of full and final completion of the Offsite Roads and acceptance thereof by City): (a) workers compensation insurance in the amount required by law and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability (e.g. deletion of exclusions for liability assumed under any indemnification provisions of this Agreement) , with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00 per occurrence and general aggregate coverage for bodily injury, death and property damage of not less than \$2,000,000.00 (per project); provided, however, if the applicable construction contract is for a sum greater than \$3,000,000.00, then either (at Owner’s election) the general aggregate coverage for bodily injury, death and property damage shall be no less than \$5,000,000.00 (on a per project basis), or an additional \$3,000,000.00 of umbrella or excess liability insurance shall be acquired and maintained. Such insurance shall cover claims for bodily injury, death and property damage which might arise out of the construction contracts for the Offsite Roads, whether by Owner, a contractor, subcontractor, material man, or otherwise. Commercial general liability insurance coverage in the amount of \$1,000,000.00 must be on a “per occurrence” basis. All such insurance shall be issued by a carrier which is rated “A-1” or better by A.M. Best’s Key Rating Guide and licensed to do the business of insurance in the State of Texas. The commercial general liability insurance shall name City including its current and future officers, councilmembers, employees, representatives, and other agents as additional named insureds and contain a waiver of subrogation endorsement in favor each additional named insured. Upon the later to occur of Owner’s execution of a construction contract for the Offsite Roads or five (5) days prior to commencement of construction under a construction contract for the Offsite Roads, Owner shall provide to City certified copies of all declarations, contracts, and policies of insurance, including all riders, exclusions, and all other attachments to each, evidencing such insurance coverage, along with the endorsement naming City as an additional insured. As to insurance required for current and for future Owners, even where Owner or the insurer has the right to cancel, fail to renew, or modify insurance coverage, each such policy shall provide that, at least thirty (30) days’ prior to the cancellation (including for non-payment of premiums), non- renewal or modification of the same, City and Owner or Owner’s contractor shall receive written notice of such cancellation, non-renewal or modification; furthermore, if Owner receives ten (10) days’ written notice for non-payment of premiums pursuant to Section 551.053 of the Texas Insurance Code, or if Owner is provided such notice by Owner’s contractor, then Owner shall provide such notice to City within five (5) business days. The commercial general liability insurance discussed in this Section 6.1 will not have exclusions or reduced limits for risks assumed pursuant to this Agreement. If insurance coverage that names a city as an “additional named insured” is commercially available to contractors which would bid for a construction project within the Cannon Ranch development at commercially reasonable rates, then City shall be named as an “additional named insured” to the insurance policy for such construction project.

6.2 DEFENSE, INDEMNIFICATION and HOLD HARMLESS. OWNER (IN THE EVENT OF AN ASSIGNMENT PURSUANT TO SECTION 8.5 BELOW “OWNER”

FOR PURPOSES OF THIS SECTION 6.2 SHALL MEAN SUCH ASSIGNEE) HEREBY COVENANTS AND AGREES, TO THE EXTENT PERMITTED BY CHAPTER 151 OF THE TEXAS INSURANCE CODE, AND NO FURTHER, TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, AND ITS PAST, PRESENT, AND FUTURE OFFICIALS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND OTHER AGENTS (IN THIS SECTION, COLLECTIVELY THE "CITY") AGAINST AND FROM (AND WILL PAY TO CITY OR THE CLAIMANT, AS APPLICABLE, THE AMOUNT OF SUCH DAMAGES TO THE EXTENT THAT PAYMENT OBLIGATIONS UNDER THIS INDEMNITY ARISE) ALL ACTIONS, DAMAGES, CLAIMS, LOSSES, OR EXPENSE OF ANY TYPE (COLLECTIVELY, "DAMAGES"), ARISING FROM (i) THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY OWNER OR (ii) ANY THIRD PARTY CLAIMS RELATING TO ANY PUBLIC IMPROVEMENT CONSTRUCTED BY OWNER ACQUIRED UNDER THIS AGREEMENT, INCLUDING ANY CLAIM RELATING TO THE SOLE NEGLIGENCE OF CITY OR RESULTING FROM ANY INJURY TO ANY PERSON OR DAMAGE TO PROPERTY RESULTING FROM THE ACTS OR OMISSIONS OF OWNER, ITS CONTRACTOR OR SUBCONTRACTORS, IN OWNER'S CONSTRUCTION OF THE OFFSITE ROADS FOR THE PROJECT. OWNER WILL DEFEND CITY AGAINST ALL SUCH CLAIMS OTHER THAN THOSE CLAIMS RELATING TO CITY'S SOLE NEGLIGENCE AND CITY WILL REASONABLY COOPERATE AND ASSIST IN PROVIDING SUCH DEFENSE. CITY SHALL HAVE THE RIGHT TO REASONABLY APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER SUBJECT TO THE TERMS AND CONDITIONS OF ANY INSURANCE POLICY APPLICABLE TO SUCH CLAIM AND THE INSURER'S RIGHT TO RETAIN COUNSEL ON BEHALF OF ANY INSURED OR ADDITIONAL INSURED. CITY RESERVES THE RIGHT, BUT IS NOT REQUIRED, TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE AT ITS OWN EXPENSE. OWNER SHALL RETAIN DEFENSE COUNSEL WITHIN 10 BUSINESS DAYS OF WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHTS TO DEFENSE AND INDEMNIFICATION, AND IF OWNER DOES NOT DO SO, CITY MAY RETAIN ITS OWN DEFENSE COUNSEL IF REASONABLY NECESSARY AND OWNER WILL BE LIABLE FOR ALL REASONABLE COSTS AND EXPENSES OF SUCH COUNSEL INCURRED UNTIL OWNER HAS RETAINED DEFENSE COUNSEL. THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT INDEFINITELY WITH RESPECT TO MATTERS OCCURRING PRIOR TO CITY'S ACCEPTANCE OF THE OFFSITE ROAD, SUBJECT TO APPROPRIATE STATUTES OF LIMITATIONS, AS THEY MAY BE TOLLED OR EXTENDED BY AGREEMENT OR OPERATION OF LAW. OWNER WILL NOT SETTLE ANY CLAIM IF SUCH SETTLEMENT PROVIDES FOR INJUNCTIVE OR DECLATORY RELIEF AGAINST CITY WITHOUT THE WRITTEN CONSENT OF CITY, WHICH SHALL NOT BE UNREASONABLY WITHHELD (CITY SHALL NOT HAVE APPROVAL RIGHTS OVER MONETARY SETTLEMENTS, UNLESS AFFIRMATIVE ACTION IS REQUIRED BY CITY IN CONNECTION WITH SUCH SETTLEMENT); HOWEVER, LIMITS ON FUTURE

GOVERNMENT ACTION AND PRECEDENTIAL CONSIDERATIONS RELATED TO OR POTENTIALLY ARISING FROM ANY PROPOSED SETTLEMENT ARE AMONG REASONS ON WHICH CITY MAY BASE REFUSAL TO CONSENT TO ANY PROPOSED SETTLEMENT.

- 6.3 At no time shall City have any control over or charge of Owner's design, construction, or installation of any of the Offsite Roads, nor the means, methods, techniques, sequences, or procedures utilized for said design, construction or installation. This Agreement does not create a joint enterprise or venture between City and Owner.
- 6.4 **Insurance and Indemnity by Contractors:** Insurance and Indemnity by Contractors: If Owner engages a Contractor to construct the Offsite Roads, Owner shall include in the contract requirements that the Contractor must provide commercial general liability insurance naming City as an additional named insured as required in Section 6.1. To the extent allowed by applicable law, Owner shall use reasonable efforts to cause the contract to provide THAT THE CONTRACTOR COVENANT AND AGREE, TO THE EXTENT PERMITTED BY CHAPTER 151 OF THE TEXAS INSURANCE CODE, AND NO FURTHER, TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AGAINST ANY AND ALL SUITS OR CLAIMS FOR DAMAGES OF ANY NATURE ARISING OUT OF THE PERFORMANCE OF SUCH CONTRACT, EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO STRICT LIABILITY, OTHER THAN SUCH LIABILITIES THAT ARISE DUE TO THE SOLE NEGLIGENCE OF CITY.

ARTICLE 7.
DEFAULT AND REMEDIES FOR DEFAULT

- 7.1 **Preventative Default Measures.** The Parties presently enjoy a good working relationship and understand the meaning and intent of this Agreement; however, the Parties recognize that individual representatives of each of the Parties will likely change over the course of this Agreement. City agrees that day-to-day oversight of the implementation of this Agreement shall at all times during the Term be assigned directly to City Administration. In the event of a dispute involving an interpretation or any other aspect of this Agreement, upon Owner's request, the City Administration shall convene a meeting of the Parties as soon as reasonably practical and use all reasonable efforts to avoid processing delays and to resolve the dispute and carry out the spirit and purpose of this Agreement.
- 7.2 **Default.** If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party arising out of the default, give written notice to the defaulting Party specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the

commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.

- 7.3 Remedies Between City and Owner.** If a Party contends that the other Party is in default of this Agreement, the non-defaulting Party shall give written notice of such contention to the defaulting Party, specifying the nature of the alleged default, and allow the applicable time period for cure of the default set forth in Section 7.2 above. The defaulting Party shall either cure the alleged default timely, or if the non-defaulting Party and defaulting Party agree in writing for an extension of the time to cure, not later than the extended cure deadline, or, within the time for cure stated in the non-defaulting Party's initial notice of default, give written notice to the non-defaulting Party denying the existence of the alleged default and invoking the following dispute resolution mechanisms. First, if both Parties shall mutually agree to submit to mediation, they shall attempt to resolve the dispute amicably. If mediation is unsuccessful or if one or both of the Parties decline to engage in mediation, then either Party may institute legal proceedings in a state district court in Hays County, Texas, pursuing all available remedies at law or equity, including without limitation a suit for specific performance and/or a Writ of Mandamus in the event of a default by City. All matters of fact and law shall be submitted to and determined by the court (subject to appeal). Each party shall pay its own costs and attorney fees.

ARTICLE 8 MISCELLANEOUS

- 8.1 Governing Law; Jurisdiction and Venue:** This Agreement shall be construed under and in accordance with the laws of The State of Texas. All obligations of the parties created hereunder are performable in Hays County, Texas and venue for any action arising hereunder shall be in Hays County.
- 8.2 Conspicuous Provisions:** City and Owner acknowledge that the provisions of this Agreement set out in **bold, CAPITALS** (or any combination thereof) satisfy the requirements for the express negligence rule or are conspicuous.
- 8.3 Notices:** Any notices, approvals, or other communications required to be given by one Party to another under this Agreement (a "Notice") shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (d) five business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48

hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this section.

To City:

Original: City of Dripping Springs, Texas
 Attn: City Secretary
 P. O. Box 384
 Dripping Springs, Texas 78620 FAX: (512) 858-5646

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

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

To Owner:

Original: Dripping Springs Partners
 Attn: Matthew Scrivener
 7401B Highway 71 West
 Austin, Texas 78735

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

8.4 City Consent and Approval: In any provision of this Agreement that provides for the consent or approval of City staff or City Council, such consent or approval must be granted in writing, and unless otherwise specified in this Agreement may be withheld or conditioned by the staff or City Council based on compliance with the terms of this Agreement and applicable laws and ordinances.

8.5 Assignment: This Agreement and the rights and obligations of Owner hereunder may be assigned by Owner may assign all or an undivided interest in this Agreement to an affiliate of Owner, a land bank entity or other entity that facilitates the acquisition,

development, or disposition of the Property, a person or entity that will have a co-ownership interest in all or a portion of the Property, or a joint venture in which Owner or an affiliate of Owner is a member, without the consent of City. As used in this Section, “affiliate” means (a) an officer, director, employee, shareholder, or partner of Owner; (b) any corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with Owner (whether directly or indirectly through one or more intermediaries); or (c) any officer, director, trustee, general partner, or employee of any person or entity described in (b) above.

For assignments other than to an affiliate as provided in the above paragraph, but including any assignment to a land bank entity or other entity that facilitates the acquisition, development, or disposition of the Property or other homebuilder, Owner may, in its sole and absolute discretion, assign this Agreement with respect to all or part of the Project from time to time to any party provided that the assignee has provided to Owner with a copy to City in a writing, certified by an officer with the authority to bind the assignee, stating that such assignee (i) does not owe delinquent taxes or fees to City, (ii) is not in material default (beyond any applicable notice and cure period) under any development agreement with City, and (iii) has the experience, expertise and the financial capacity and ability to perform the duties or obligations so assigned under this Agreement. In the event the proposed assignee is a company that is publicly traded and listed on the New York Stock Exchange, then an officer of such proposed assignee shall provide this information in the certification described in this Section 8.5 in lieu of the requirements of (iii), above. Owner shall provide City sixty (60) days prior written notice of any such assignment, and Owner shall provide City with a copy of the writing described in this Section 8.5. Upon assignment pursuant to this Section 8.5, Owner shall be released of any further obligations under this Agreement.

- 8.6 No Third Party Beneficiary:** This Agreement is solely for the benefit of the Parties, and neither City nor Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than City and Owner.
- 8.7 Amendment:** This Agreement may be amended only with the written consent of Owner and with approval of the governing body of City.
- 8.8 No Waiver:** Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

- 8.9 Severability:** The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.
- 8.10 Captions:** Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the agreement.
- 8.11 Interpretation:** The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "shall include" means "shall include without limitation."
- 8.12 Exactions Roughly Proportionate:** Owner hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Texas Local Government Code, arising out of this Agreement. Both Owner and City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement or the future zoning ordinance covering the Land. Owner further acknowledges that the benefits of platting and master planning have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and Owner acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. Notwithstanding the foregoing, Owner does not waive any of its rights or claims with respect to any future requests or exactions from City not covered or determined by this Agreement or the future zoning ordinance covering the Land.
- 8.13 Counterpart and Originals:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

8.14 **Term.** The term of this Agreement will commence on the Effective Date and continue until City’s acceptance of the Offsite Roads, unless terminated on an earlier date by written agreement of City and Owner.

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

- Exhibit A – Survey of the Land
- Exhibit B – Legal Description of Land
- Exhibit C – Offsite Roads Diagram
- Exhibit D – Typical Road Sections

The Effective Date of this Agreement is _____, 2022.

[Signature Pages to follow]

THE UNDERSIGNED PARTIES HEREBY EXECUTE THIS AGREEMENT:

CITY:

CITY OF DRIPPING SPRINGS,
a Type A General-Law Municipality

By: _____
Name: Bill Foulds, Jr.
Title: Mayor

ATTEST:

By: _____ Name: Andrea
Cunningham
Title: City Secretary

RGB

DRAFT F

06/02/2022

OWNER:
DRIPPING SPRINGS PARTNERS, LLC
A Texas limited liability company

By: _____
Name: Matthew Scrivener
Title: Manager

RGB

DRAFT F

06/02/2022

Exhibit A – Survey of the Land

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DRAFT F

06/02/2022

Exhibit B – Legal Description of Land

RGB

DRAFT F

06/02/2022

Exhibit C – Offsite Roads Diagram

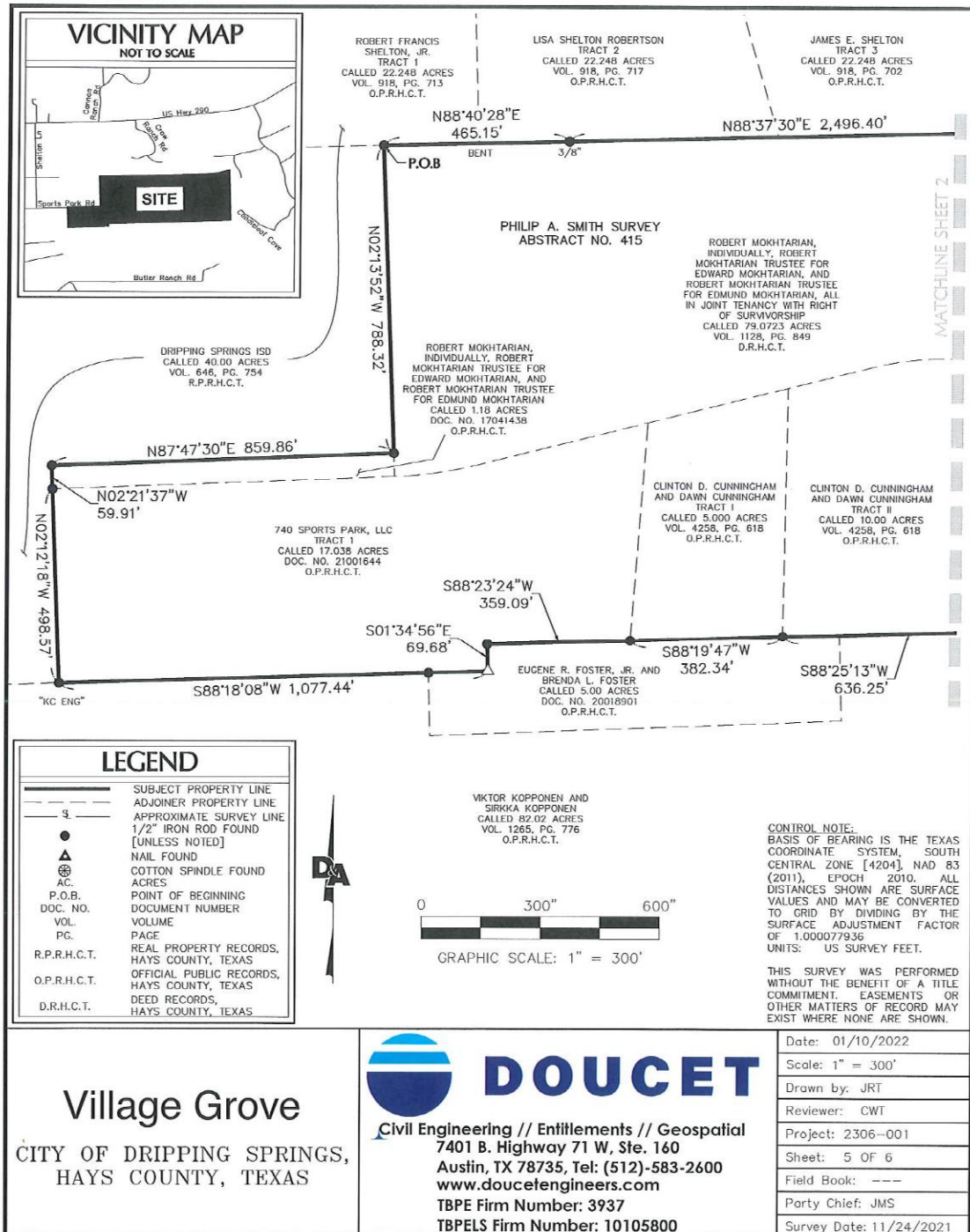
RGB

DRAFT F

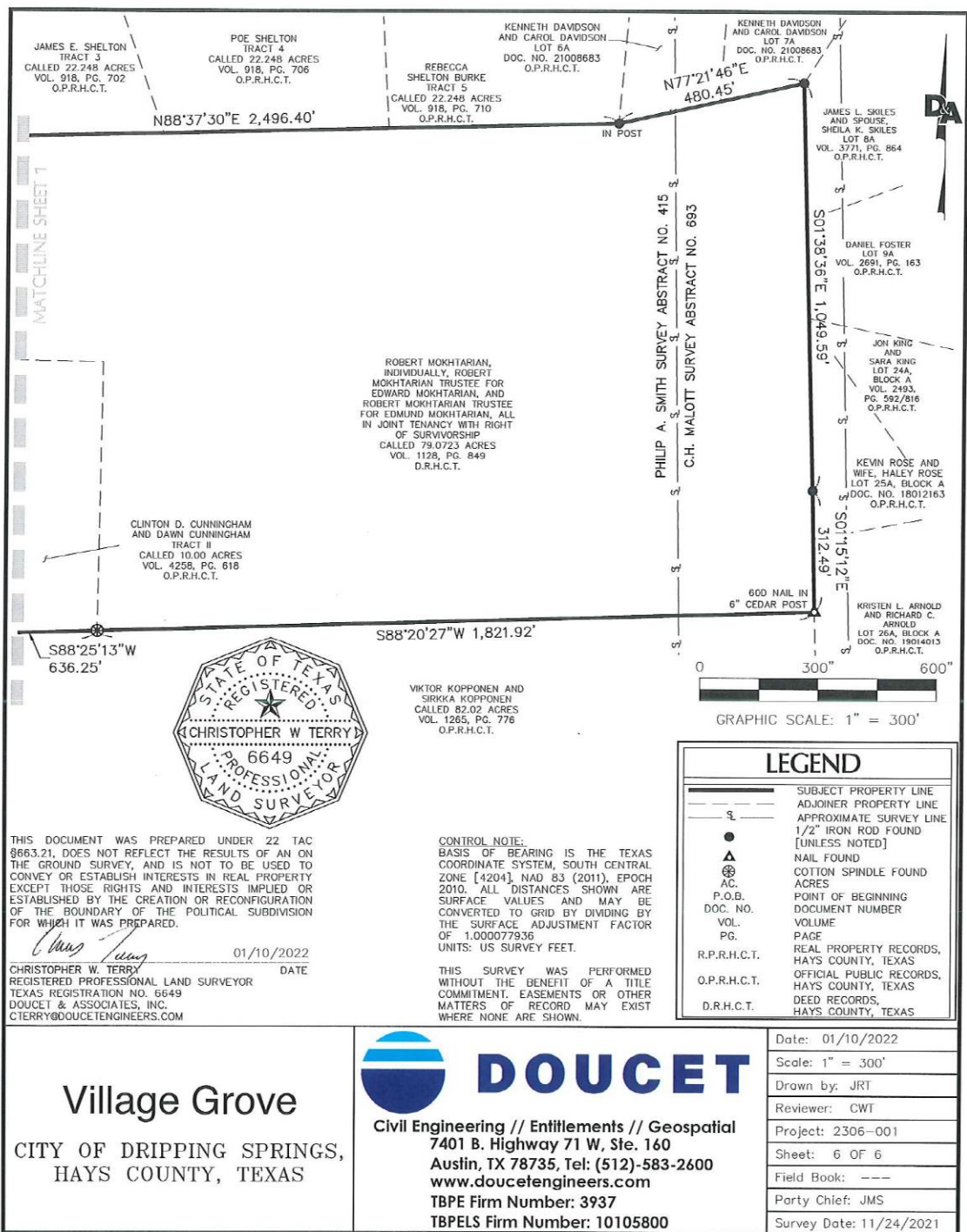
06/02/2022

Exhibit D – Typical Road Sections

Exhibit A Survey of the Land



X:\Departments\Geospatial\Projects\2306-001 Mokhtarian Tract\CAD\dwg\Active - Exhibits\2306-001 Mokhtarian Tract_MUD 112.4 ac_srf.dwg



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

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

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

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

Village Grove
 CITY OF DRIPPING SPRINGS,
 HAYS COUNTY, TEXAS



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

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

X:\Departments\Geospatial\Projects\2306-001 Mokhtarian Tract\CAD\dwg\Active - Exhibits\2306-001 Mokhtarian Tract_MUD 112.4 ac_srf.dwg

Exhibit B Legal Description of Land



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

Doucetengineers.com

112.4 Acre Tract
Hays County, Texas

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

DESCRIPTION
For a 112.4-Acre

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

CONTINUED ON NEXT PAGE



Notes:

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

Units: U.S. Survey Feet.

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

01/10/2022

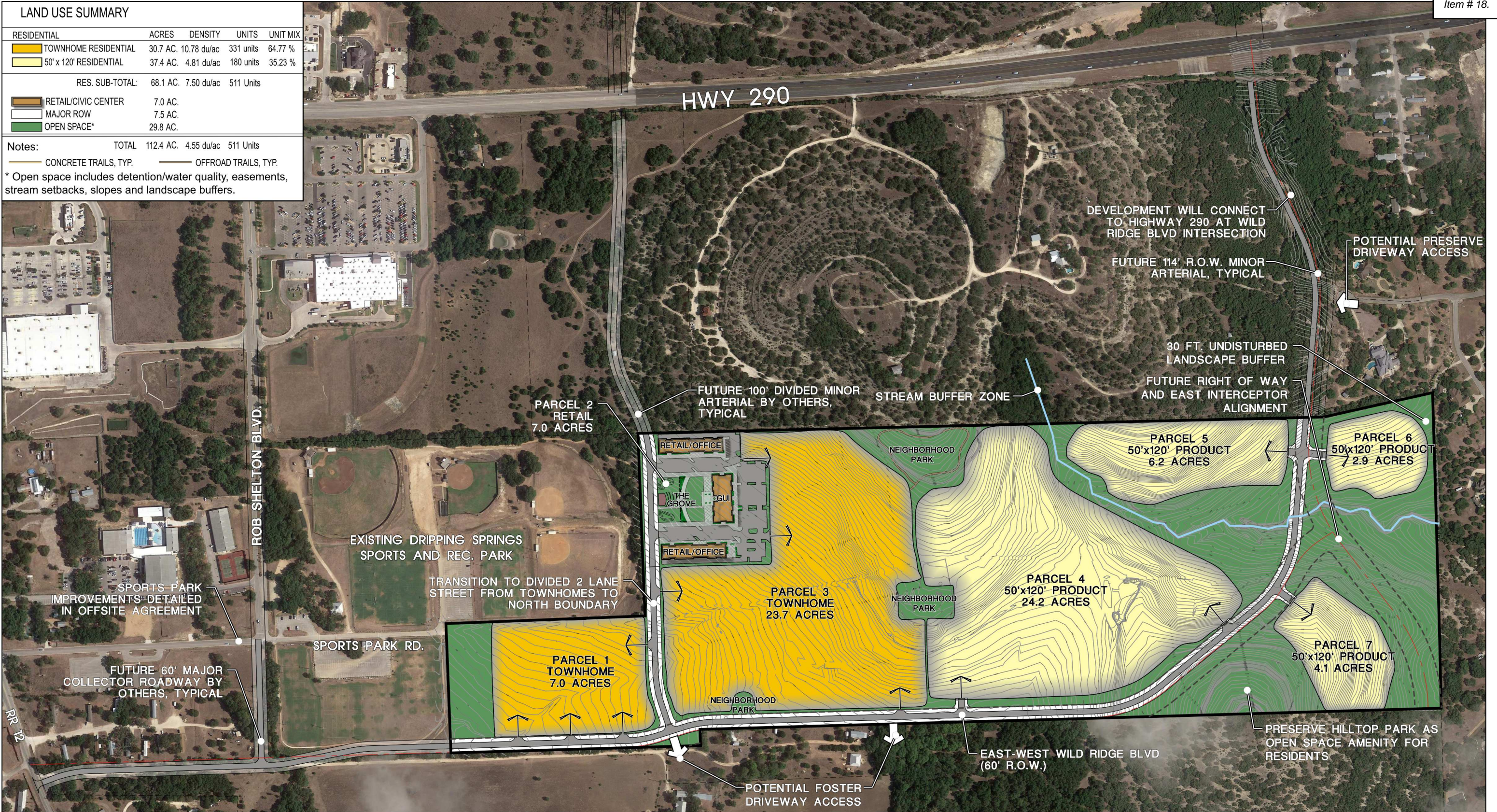
Date

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

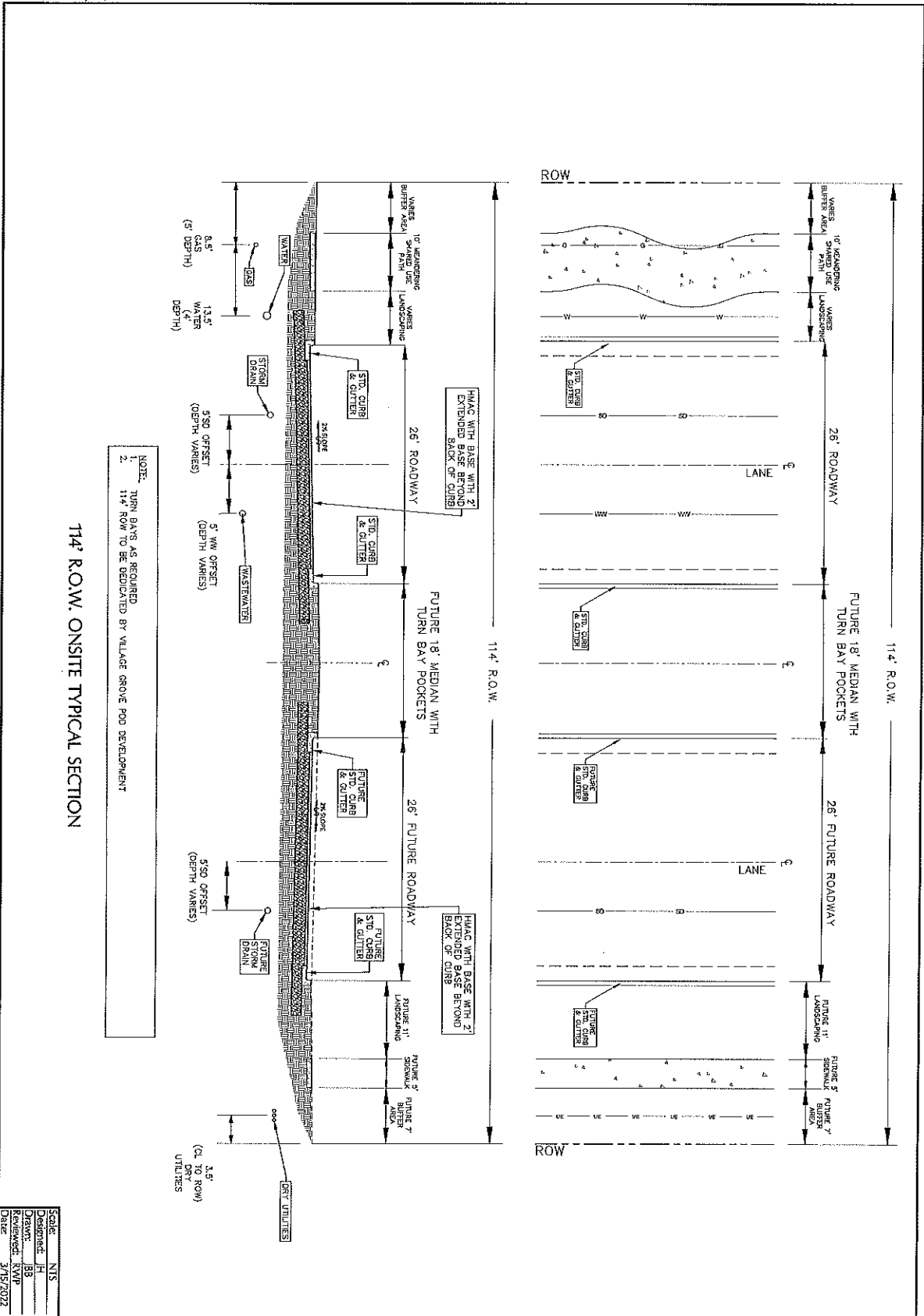


LAND USE SUMMARY				
RESIDENTIAL	ACRES	DENSITY	UNITS	UNIT MIX
TOWNHOME RESIDENTIAL	30.7 AC.	10.78 du/ac	331 units	64.77 %
50' x 120' RESIDENTIAL	37.4 AC.	4.81 du/ac	180 units	35.23 %
RES. SUB-TOTAL:	68.1 AC.	7.50 du/ac	511 Units	
RETAIL/CIVIC CENTER	7.0 AC.			
MAJOR ROW	7.5 AC.			
OPEN SPACE*	29.8 AC.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

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



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 Last Modified: May, 18, 22 - 15:56
 Plot Date/Time: May, 18, 22 - 16:02:33

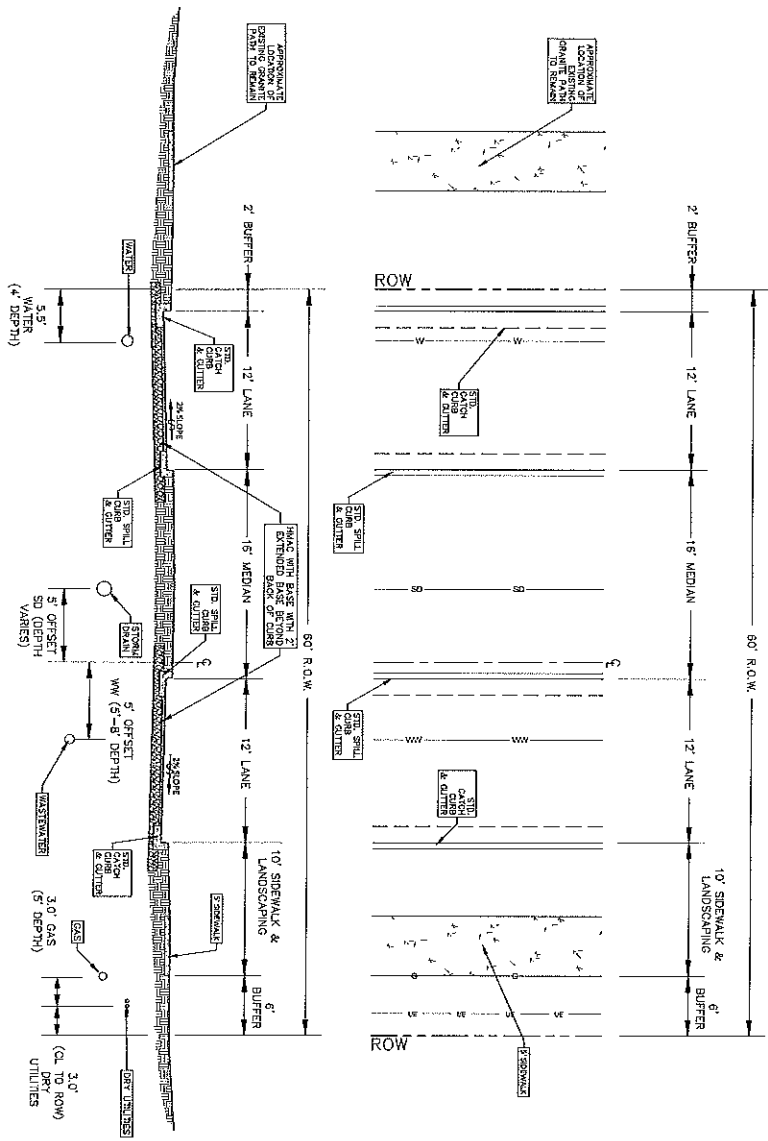


Scale	NTS
Drawn	JH
Reviewed	EVIP
Date	3/15/2022

SHEET 1 OF 7
 Project No: 2372-0018

Drawing: C:\pw_working\Jonathan.banister\d0117351\2372-0018 Street Sections.dwg
 User: JBANISTER
 Last Modified: May, 18, 22 - 16:17
 Plot Date/Time: May, 18, 22 - 16:17:55

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



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

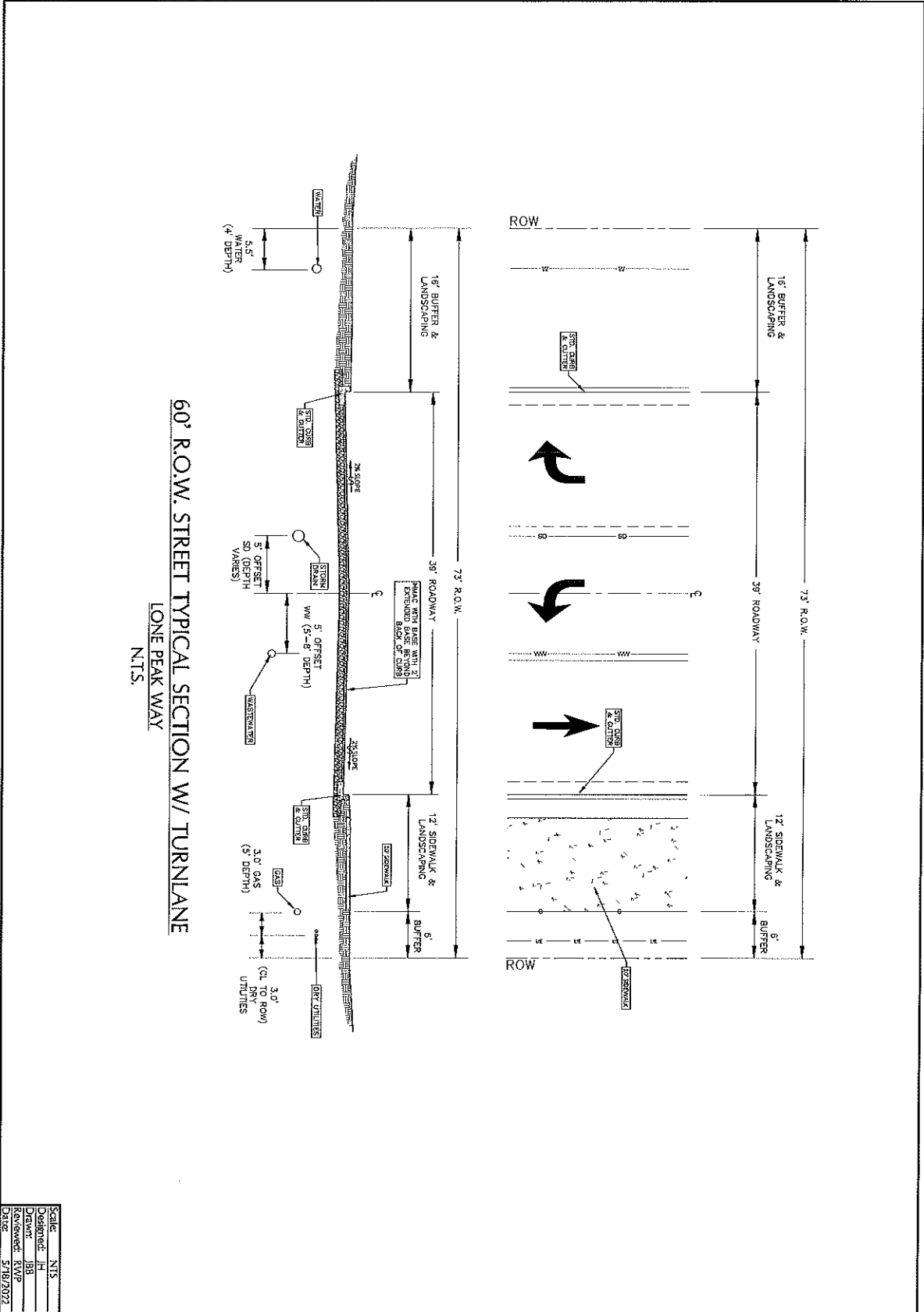
SHEET	2
OF	7
Project No.	2372-0018

VILLAGE GROVE
 SINGLE & MULTIFAMILY
 DEVELOPMENT
 DRIPPING SPRINGS, TX

STREET SECTION
 60' R.O.W. COLLECTOR

DOUCET
 Civil Engineering \ Entitlements \ Geospatial
 7401 B. Highway 71 W, Ste. 160
 Austin, TX 78735, Tel: (512)-583-2600
 www.doucetengineers.com
 T&E File Number: 3937
 T&E File Number: 19105800

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 Plot Date/Time: May, 18, 22 - 16:01:34



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

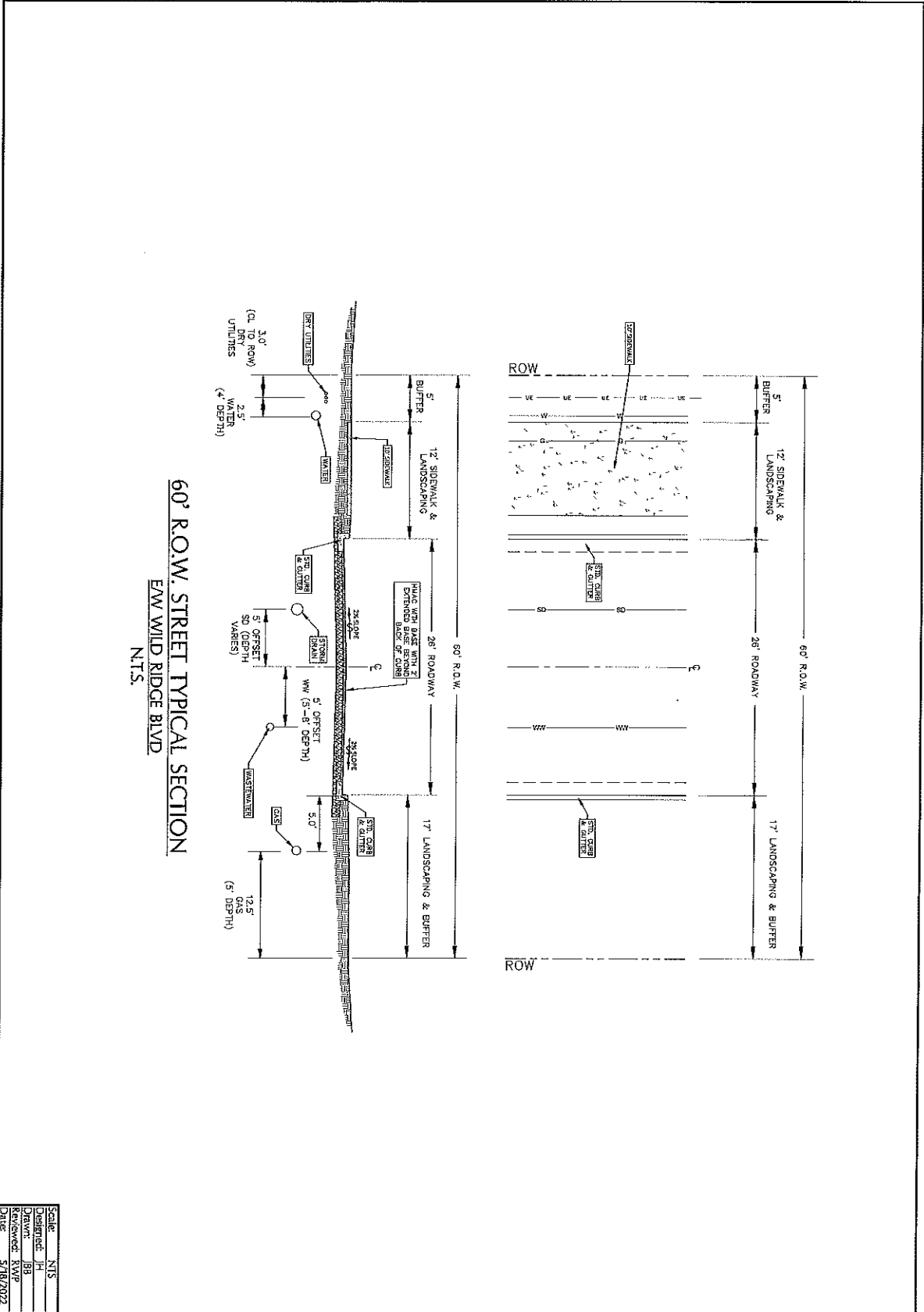
SHEET	4
Project No.	2372-001B

VILLAGE GROVE
 SINGLE & MULTIFAMILY
 DEVELOPMENT
 DRIPPING SPRINGS, TX

STREET SECTION
 60' R.O.W. COLLECTOR

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

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



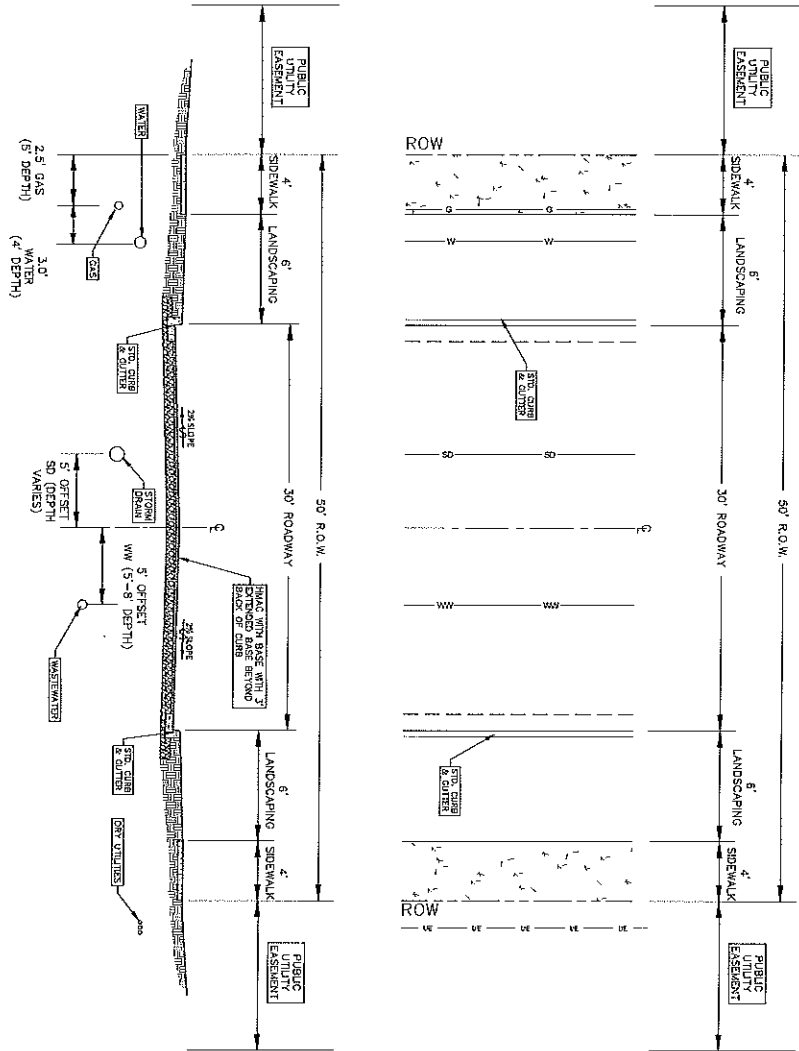
60' R.O.W. STREET TYPICAL SECTION
 EW WILD RIDGE BLVD
 N.T.S.

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

<p>VILLAGE GROVE SINGLE & MULTIFAMILY DEVELOPMENT DRIPPING SPRINGS, TX</p>	<p>STREET SECTION 60' R.O.W. COLLECTOR</p>	<p>DOUCET Civil Engineering\Enfillements\Geospatial 7401 B. Highway 71 W, Ste. 160 Austin, TX 78735, Tel: (512)-563-2600 www.doucetengineers.com T&E Firm Number: 3937 T&E's Firm Number: 10105800</p>
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Drawing: C:\pw_working\Jonathan.banister\d0117351\2372-001B Street Sections.dwg
 User: JBANISTER
 Last Modified: May, 18, 22 - 16:17
 Plot Date/Time: May, 18, 22 - 16:18:30

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



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

SHEET	6
OF	7
Project No.	2372-001B

VILLAGE GROVE
 SINGLE & MULTIFAMILY
 DEVELOPMENT
 DRIPPING SPRINGS, TX

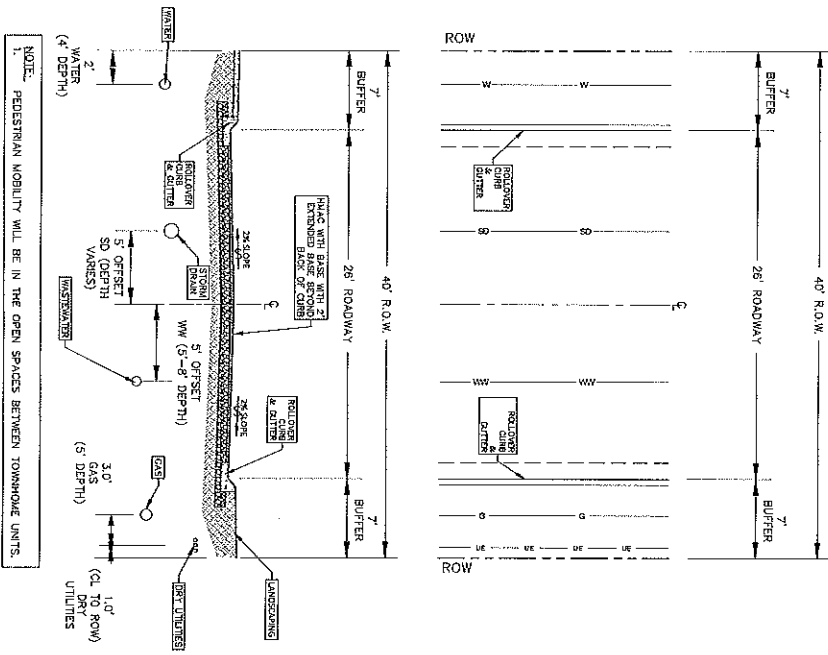
STREE SECTION
 50' R.O.W. LOCAL

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

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

TOWN HOMES ROADWAY TYPICAL SECTION

N.T.S.



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

SHEET	7
OF	7
Project No.	2372-001B

VILLAGE GROVE
 SINGLE & MULTIFAMILY
 DEVELOPMENT
 DRIPPING SPRINGS, TX

STREE SECTION
 TOWNHOME &
 COMMERCIAL DRIVES

DOUCET
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 7401 B, Highway 71 W, Ste. 160
 Austin, TX 78735, Tel: (512)-583-2600
 www.doucetengineers.com
 TSP# Firm Number: 3937
 TSP#S Firm Number: 10105800



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

Submitted By: Ginger Faught, Deputy City Administrator

Council Meeting Date: June 7, 2022

Agenda Item Wording: Discuss and consider approval of Wastewater Agreement between DS Land Partners and the City of Dripping Springs for the Village Grove Subdivision
Sponsor: Mayor Bill Foulds, Jr.

Agenda Item Requestor: Ginger Faught, Deputy City Administrator

This Wastewater Service Agreement addresses wastewater service for the proposed Village Grove Development (hereafter “Village Grove”). The Dripping Springs Partners, LLC (“Owner”). The proposed agreement is based on our standard wastewater agreement and has provisions that provide for temporary facilities while we await court decisions on the Discharge Permit.

The agreement is mostly negotiated, but we are still in discussions about whether the City will own and operate the temporary wastewater plant, or whether the owner will do that. Because this issue is not yet fully resolved, Staff recommends that the Council postpone action on this agreement. Salient points of the proposed Agreement are listed below:

- 1) LUEs made available to Blue Ridge Tract
 - a. 511 LUEs for residential
 - b. 8 LUEs for an amenity center
 - c. 32 LUEs for commercial or governmental/utilities/institutional
- 2) Facilities and easements
 - a. Owner pays all costs of building facilities to connect.
 - b. After facilities are built, they will be conveyed to the City (with the exception of any temporary plant – the ownership of which is still being discussed).
 - c. Owner acquires all necessary easements at Owner’s cost. City Staff is not agreeable to giving Impact Fees credits to the developer for Offsite Facilities Easement costs over \$25,000 as

the draft currently states. Note that there are no Offsite Facilities Easements needed for this project.

- 3) Temporary facilities
 - a. No pump & haul is authorized.
 - b. Owner may apply for a TLAP permit as a temporary facility. Owner pays all costs associated with the permit and the temporary facilities.
 - c. When East Interceptor and Discharge plant is built, flows will be diverted to the City System and Owner will pay the cost for removal of the temporary wastewater plant.
- 4) Owner will provide two water and two wastewater stub-outs for the Foster Tract.
- 5) Owner will pay \$7,850 impact fee for each LUE.
- 6) Owner pays for City inspection and review and legal fees.
- 7) In Section 6.4 of the Agreement the City agrees to contribute \$30,000 towards easement acquisition related to an offsite Right of Way. This ROW is contained on the Burke tract north of the proposed development. The City had been in negotiation with the Burke property owners about acquiring WW easement for the East Interceptor and easements for Temporary Construction areas. An appraisal commissioned by the City in 11/20 valued those easements at approximately \$153,000. We ceased those negotiations once the VG developers started working on entitlements for the VG project including negotiating with the Burke's for the offsite ROW. The WW easement needed for construction of the East Interceptor on the Burke's property will be contained within the ROW that the developer is acquiring. As stated above, the City will contribute \$30,000 to the acquisition. The developer of VG has agreed to provide Temporary Staging Areas needed for the construction of the East Interceptor as no cost to the City rather than the City paying the Burke's Temporary Staging Areas within their property.

Commission Recommendations: N/A

Recommended Council Actions: Recommend postponement to date certain.

Attachments: Draft WWUA.

Next Steps/Schedule: TBD.

WASTEWATER UTILITY SERVICE AND FEE AGREEMENT

Style Definition: Footer

This Wastewater Utility Service and Fee Agreement (“**Agreement**”) is between the City of Dripping Springs, a Type A General Law City located in Hays County, Texas (“**City**”), and Dripping Springs Partners, LLC, a Texas limited liability company, whose address is 7401 Highway 71 W, Austin, Texas 78735 (“**Owner**”).

RECITALS:

- A. Owner is the owner of 95.31 acres, and is purchasing 17.038 acres from 740 Sports Park, LLC 17 acres (the 95.31 acre tract and the 17.038 acre tract are jointly hereinafter referred to as the “**Land**”), the Land being more particularly described on **Exhibit A**, which Land is located wholly within the City and in Hays County, Texas (the “**County**”); and
- B. Owner intends to develop the Land as a master-planned, residential, commercial and governmental/utility/institutional community with improvements and infrastructure pursuant to a series of final plats and approved construction plan to be approved by the City (the “**Project**”);
- C. No sewer collection treatment and disposal system presently exists to serve the Land;
- D. Owner desires to receive wastewater service for the Land through the System and to connect to the System through the City’s South Regional wastewater collection line;
- E. Subject to the terms of this Agreement, the City will allow Owner to receive wastewater service for the Land through the System and to connect to the System through the City’s East Interceptor wastewater collection line that is yet to be constructed;
- F. This Agreement is necessary to protect the health, safety, and general welfare of the community, to limit the harmful effects of substandard subdivisions;.

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

ARTICLE I

DEFINITIONS

1.1 Agreement. This agreement between City and Owner, including all Exhibits, which are incorporated herein for all intents and purposes.

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Dripping Springs Partners, LLC
Wastewater Utility Service and
Fee Agreement

Page 1

~~Page 1~~
~~New Growth~~
~~Wastewater Utility Service and~~
~~Fee Agreement~~

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

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

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

1.5 City Utility Standards. City standards for design, location, construction, installation and operation of wastewater and drainage utility infrastructure, as of the date of this Agreement, and expressly including the following chapters of the City’s Code of Ordinances and all related regulations and permits:

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

1.6 Connection Point. The location where the Onsite Facilities connect to the System (on the East Interceptor Line) as shown on the attached **Exhibit C**.

1.7 Contractor. A person or entity engaged by Owner to design, construct, install, alter or repair infrastructure required to serve the Land, whether located on or outside the Land, as further described in **§4.3**.

1.8 Development. The development on the Land, consisting of improvements and infrastructure to be constructed in accordance with the final plat and approved construction plan.

1.9 Discharge Permit. The Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0014488003. Notwithstanding such authorization, it is City’s goal to beneficially reuse all of the treated effluent that is authorized to be discharged by the Discharge Permit.

1.10 East Interceptor Line. The east interceptor wastewater collection line to be constructed to carry sewage to the WWTP. The East Interceptor Line has not yet been constructed and therefore the alignment has not yet been determined by the City.

1.11 Effective Date. The date set forth as the Effective Date in **§ 8.13** below.

1.12 Impact Fees. Impact Fees adopted by City pursuant to Chapter 395 of the Texas Local Government Code and City Ordinance.

1.13 Land. Those certain tracts of land being more particularly described in **Exhibit A**.

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

1.15 Notice. Notice as defined in § 8.2 of this Agreement.

1.16 Owner. Dripping Springs Partners, LLC, a Texas limited liability company.

1.17 Onsite Facilities. All wastewater facilities, equipment or related improvements necessary to serve the Land between the structures on the Land. To the extent that any lift stations are required to pump the wastewater to the Connection Point, such lift station would be included in the definition of Onsite Facility.

1.18 Offsite Facilities. All wastewater facilities, equipment or related improvements necessary to serve the Land and not located on the Land and being located between the Onsite Facilities and the Connection Point, if any.

1.19 Package Plant. The temporary wastewater treatment facility operated and maintained by City that will provide wastewater treatment services to the Development until the Discharge Permit is issued and the System facilities are sufficient to accept the wastewater from the Land.

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

1.21 South Regional Wastewater Treatment Plant or “WWTP”. The wastewater treatment facility that is currently authorized by TCEQ Permit No. WQ0014488001 and that is located approximately 0.55 mile east of the intersection of Ranch Road 12 and Farm-to-Market Road 150, as measured along Farm-to-Market Road 150, and from that point, approximately 1,110 feet south of Farm-to-Market Road 150.

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1.22 System. City’s South Regional Wastewater Treatment System, including City’s WWTP and all of City-owned collection facilities transporting wastewater to that plant, including the East Interceptor Line.

1.23 TCEQ. Texas Commission on Environmental Quality, or its successor agencies.

1.24 Temporary Construction Staging Area. The temporary construction staging area shown on Exhibit F (or as otherwise agreed by the Parties), needed for construction of City wastewater facilities.

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1.25 TLAP Permit. The Texas Land Application Permit.

1.26 Unit. A structure located on the Land that will be assigned a wastewater LUE by City.

ARTICLE II

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SERVICE TO THE DEVELOPMENT

2.1 City Wastewater Service. Notwithstanding anything contained in this Agreement to the contrary, City will be the exclusive provider of wastewater collection and treatment service to the Development through the System or the Package Plant in an amount up to ~~_____~~531 residential LUEs, 8 amenity center LUEs, and 32_____ commercial/governmental/utility/institutional LUEs. City will make this retail wastewater service available to the Land upon Owner’s construction and connection of the Onsite Facilities to the System or the Package Plant pursuant to this Agreement. Additional LUEs will not be made available to the Land except as may be agreed in writing by City from time to time

WASTEWATER SERVICE; FACILITIES CONSTRUCTION AND OPERATION

3.1 Service.

a. **Discharge Permit.** City has received the Discharge Permit, but due to legal proceedings, the City is unable to employ the Discharge Permit. The City is pursuing the acquisition of the necessary easements that will allow the construction of the East Interceptor Line and proposed new wastewater treatment plant (TCEQ Permit No. WQ0014488003) expansion that will allow sewage from the Land to be permanently transported to the East Interceptor Line and ultimately to be treated at City’s proposed new wastewater treatment plant facility, as modified in accordance with the Discharge Permit. City pays all costs associated with the Discharge Permit including engineering and legal. City will construct, at its sole cost, the East Interceptor Line. Once the legal proceedings are resolved to allow the Discharge Permit to take effect, and the City has completed construction of the improvements to the System sufficient to accept the wastewater from the Land (including the East Interceptor Line and new wastewater treatment plant facility), City will permanently provide wastewater service from the Development to the System to allow the wastewater from the Land to be treated at the City wastewater facility. Owner shall be responsible for all costs associated with removing any Package Plant facilities and irrigation facilities associated with the Package Plant that are not needed for connection to the System.

b. **TLAP Permit.** Subject to receiving City’s approvals as described in this paragraph, within 60 days after the approval by City of the initial preliminary plat for the Development, Owner will apply for and use its reasonable efforts to obtain a TLAP Permit to allow (i) the Package Plant to be built and (ii) such other terms as are agreeable to the Parties. Owner must obtain City approval for the phases and size and capacity of the Package Plant associated with each phase that are submitted with the TLAP Permit application which approval shall not be unreasonably withheld, conditioned or delayed. The TLAP Permit will allow for interim irrigation for the disposal of treated effluent. Construction of the Package Plant built pursuant to the TLAP Permit is subject to the terms of this Agreement. City will prepare a letter in support of the TLAP Permit and will otherwise reasonably support and assist in obtaining approval of the application. Without limiting the generality of the prior sentence, City will provide for attendance at TCEQ hearings by its personnel if requested by Owner and will

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cooperate with Owner in preparing and submitting written testimony in support of the TLAP Permit. Owner pays all costs associated with the TLAP Permit (and City’s reasonable out of pocket costs).

Prior to submission of the TLAP Permit application to TCEQ, City shall promptly review the application and shall provide to Owner its comments and its written approval of the application. City recognizes that time is of the essence once the completed application is prepared by Owner and submitted to City for review and approval, and City's approval (which shall include approval of phasing) shall not be unreasonably withheld, conditioned or delayed. The application will comply with this Agreement and with all TCEQ requirements for such permit applications. Owner shall reimburse City for all necessary and reasonable costs City incurs for its review of and comment on the TLAP Permit application, provided specifically that such expenses shall include but not be limited to attorneys' fees and costs, and expert fees and expenses. Such reimbursement shall not include the time spent by employees of (as distinguished from outside Contractors of) City.

3.2 Temporary Wastewater Service of the Land.

a. Subject to §3.2 b. below, City will provide wastewater treatment service for the Land utilizing the Package Plant and City will charge its standard retail wastewater service rates to users within the Development. All Onsite Facilities and easements necessary for connection to the System shall be constructed or provided by Owner at no cost to City.

b. In the event the System cannot receive wastewater flow from the Development then prior to obtaining a Unit building permit in the Development for a Unit that will use a LUE, Owner shall connect the Development’s wastewater to the Package Plant. In other words, the Package Plant must be approved by TCEQ and City and construction started~~constructed~~ prior to the issuance of any Building Permits. Upon completion of the Package Plant, all flows shall be directed to and treated by the Package Plant until such time as the flows may be diverted ~~through the East Intereceptor~~ to the System~~plant~~ authorized by the Discharge Permit.-

c. Within 180 days of the submittal of the TLAP permit to TECQ as described in § 3.1.~~execution of this Agreement~~, Owner will deliver to City its design calculations and construction documents of the Package Plant and the specifications of the Package Plant. City shall deliver its comments on the design and specifications within 60~~90~~ days after receipt of same.

d. Once City and Owner agree on the specifications for the Package Plant, Owner shall be responsible for the following (at no cost to the City):

- (i) The costs and construction of the collection system from individual lots or properties on the Land to a central location for treatment or removal.
- (ii) The funding and the mobilization of the Package Plant and related infrastructure for the proper operation of the Package Plant, including irrigation lines thereto as each phase is needed. The term “mobilization” in this sub-paragraph shall mean the delivery of the Package Plant to the Land, its proper set up on the Land as required

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by City and such other work as may be required by City to make the Package Plant operational, including, but not limited to the phases of the irrigation lines thereto. Owner shall mobilize the Package Plant and construct the irrigation lines thereto within 120 days after the later to occur of (A) the approval of the specifications of the Package Plant by City and execution of a construction contract for the irrigation lines, or (B) the approval of the TLAP Permit by TCEQ. All such out of pocket costs for the mobilization of the Package Plant and related infrastructure paid by Owner and shall not be reimbursed by City.

- (iii) Providing the necessary easements and land (reasonably acceptable to City) needed for siting, construction and operation of all Onsite Facilities and Onsite Treatment Facilities necessary for the operation of the Package Plant.

After construction of the Onsite Facilities and the facilities described in §3.2 d. (ii) above (including the Package Plant), upon acceptance of same by City, with the exception of the Package Plant, all Onsite Facilities and easements shall be turned over to City and City will be solely responsible for the cost, ~~rent (if applicable), operation,~~ maintenance and repair of the Onsite Facilities; provided, however, City and Owner acknowledge that the some of the easements associated with the Onsite Facilities are temporary and shall be terminated and released, where appropriate, upon the permanent connection to the System.

e. Owner shall notify City in writing immediately upon receiving a permit from TCEQ that authorizes the use of a Package Plant on the Land. Within 60 after Owner obtains a permit from TCEQ that authorizes the Package Plant on the Land, City (in its sole discretion) shall notify Owner whether City will own and operate the Package Plant or whether Owner will own and operate the Package Plant.

(i) If City determines that it shall own and operate the Package Plant, then no lease shall be executed by Owner or its affiliates for the Package Plant without prior City approval. Furthermore, after construction or installation of the Package Plant, and upon acceptance of same by City, the Package Plant shall be turned over to City and City will be solely responsible for the cost, rent (if applicable), operation, maintenance, and repair of the Package Plant. City will bill retail customers and retain all monies collected from retail customers.

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(ii) If City determines that Owner shall own and operate the Package Plant, then Owner will be solely responsible for the cost, rent (if applicable), operation, maintenance, and repair of the Package Plant. City will bill retail customers at the rate charged to other City wastewater customers and City shall retain 16% of all monies collected from retail customers for administrative costs and costs associated with operation of other Onsite Facilities. City shall remit 84% of the amounts collected to Owner and hereby acknowledges that it understands that this remittance may not be sufficient to cover all the costs associated with the cost, rent (if applicable), operation, maintenance, and repair of the Package Plant.

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ef. Owner or its assigns will remain responsible to mow (and conduct surface maintenance of) the irrigation fields in accordance with the permit issued for the Package Plant as long as the Package Plant is in service.

3.3 Termination of Package Plant. As soon as the East Interceptor Line and the wastewater plant authorized by the Discharge Permit (“Discharge Permit WWTP”) is complete and City is authorized to and physically able to receive wastewater from the Development, City will notify Owner and Owner will begin, with deliberate speed, the cessation of the use of the use of the Package Plant in favor of the System. Except for facilities needed to utilize the System, all the facilities associated with the Package Plant and the irrigation fields shall be removed at City’s Owner’s sole expense (other than reuse facilities) in accordance with 30 Tex. Admin. Code § 222.163 requirements and as approved by the City.

3.4 Stub-Outs for Foster Tract. As part of construction of Phase I of the Development, Owner will install at its expense two water stub-outs and two wastewater stub-outs for possible future water and wastewater service to the property identified as the Foster Tract shown on Exhibit C. The stub-outs shall be a size directed by the City.

**ARTICLE IV
INFRASTRUCTURE CONSTRUCTION,
CONNECTION AND DEDICATION**

4.1 Construction Standards. Owner shall construct all Onsite Facilities in compliance with (a) this **Article 4**; (b) the City Utility Standards; and (c) the rules and regulations of the Texas Commission on Environmental Quality, or its successor agencies.

4.2 Construction in Phases. The Onsite Facilities may be constructed in separate phases, and as such, the requirements in this Agreement apply separately to each phase.

4.3 Onsite Facilities. Owner is required to fund, construct and install the Onsite Facilities within the Development. Except for individual service connections to Units on the Land, upon acceptance by City, the Onsite Facilities shall be dedicated to City and such facilities shall be owned, operated and maintained by City. The Onsite Facilities are to be built at Owner’s sole cost.

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

“Immediately before the expiration of the two-year guarantee period, the CONTRACTOR shall make an inspection of the Work in the company of the Engineer and Owner. The Engineer and Owner shall be given not less than 20 days’

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notice prior to the anticipated date of Guarantee expiration and the inspection. Failure to comply with these requirements within the guarantee period shall extend the guarantee period until 20-days after the inspection is completed.

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

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

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

4.5 Construction Plan Review and Approval. City has the right to review and approve all plans and specifications for the Onsite Facilities and to charge applicable City review and approval fees. Owner shall cause to be filed a copy of each set of approved plans and specifications and a copy of all inspection certificates for the Facilities with City for review and approval. Construction of the Onsite Facilities shall not begin until the plans and specifications have been reviewed and accepted by City for compliance with the construction standards required by this Agreement, a pre-construction conference has been held by Owner’s contractor(s) and the City Engineer, and the applicable City fees have been paid. City agrees to provide comments to plans and specifications within twenty (20) days of receipt.

4.6 City Inspections. City has the right, but not the obligation, to inspect and test at any time (including during construction and before beginning operation), and the right to participate in a final inspection of, all Onsite Facilities, including any connections to onsite structures and to City’s System. In addition, Owner or its Contractor shall notify City when the Onsite Facilities are ready for final inspection and connection to City’s System. If City concurs that construction of the Onsite Facilities is substantially complete, then City will schedule a final inspection by City within twenty (20) days. After such final inspection, Owner shall timely correct any punch list items.

4.7 Review and Inspection Fees. Owner shall pay all of the City Engineer’s fees for review of plans, and the construction phase(s) and final inspections.

4.8 Connection to the System. After the permanent connection to the System, Owner shall connect all wastewater flows up to 571 LUEs from the Land to the System in compliance with the City’s Wastewater Ordinance.

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4.9 Delivery of Drawings. Upon completion of the Onsite Facilities, the Developer shall provide to the City: (i) three sets of record drawings of the as-built plans, including complete and accurate locations of all Onsite Facilities (ii) autocad plans; (iii) GPS files noting location of the Onsite Facilities; (iv) a certification sealed by a registered professional engineer stating that the Onsite Facilities are fully completed in substantial compliance with the Plans and Specifications approved by the City and in accordance with the as-built plans; and (v) all items listed in the City’s Wastewater Close-Out List (attached as **Exhibit G**).

**ARTICLE V
FEES AND CHARGES**

5.1 Impact Fees. The payment for the Impact Fees for each LUE will be due upon such time as the permit required for construction of Units for that LUE is submitted to City in an amount required under the Impact Fee Ordinance and shall be \$7,580.00 per LUE. Connection of any structure on the Land to the Package Plant or the System is prohibited until Owner or its assigns pays the Impact Fees as required herein. This Agreement is an agreement providing for the time and method of payment of the Impact Fees. Owner is not entitled to any reimbursement of Impact Fees.

5.2 Beneficial Reuse Infrastructure. Rather than provide beneficial reuse infrastructure on the Land, Owner or assigns shall pay \$1,675.00 per LUE for each lot within a final plat approved by City. Such payment is to be used by City in funding beneficial reuse infrastructure at another location. This payment shall be due within sixty (60) days after the recording of each final plat of the Project. City stipulates and confirms that the payment made by Owner pursuant to this paragraph constitutes complete compliance with Chapter 22, Article 22.06.007 of the City’s Code of Ordinances.

**ARTICLE VI
EASEMENTS**

6.1 Onsite Facility Easements. Owner shall dedicate to City all easements necessary for Onsite Facilities at no cost to City.

6.2 Offsite Facilities Easements. City shall acquire all easements necessary for Offsite Facilities at no cost to City, provided however that if City has existing easements that can be used for Offsite Facilities, City shall allow their use at no expense to Owner. If necessary, City will use its eminent domain power to acquire all easements necessary for Offsite Facilities. City shall maintain all acquired easements at City’s sole cost. Owner will reimburse City for all reasonable costs of acquisition of easements; provided, however, if the reimbursement to City exceeds \$25,000.00, such excess shall be credited against the Project’s wastewater impact fees.

6.3 Easements from Owner. Owner shall provide to City a non-exclusive easement or easements, if necessary, to access the Proposed Development’s private roadways to access Onsite

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Facilities, Offsite Facilities, Wastewater Facilities and Package Plant. Prior to execution of any such easement, Owner agrees that City shall have a reasonable right of access to any roadway or designated trail on the Land for ingress or egress to Onsite Facilities, Offsite Facilities and Package Plant.

6.4 Provisions Related to Right of Way Identified on Exhibit E. Owner agrees to use its best efforts to obtain the easement and right of way identified at **Exhibit E** at its cost and convey it to the City. Within 30 days after Owner obtains the easement and right of way of the Effective Date of this Agreement, Owner shall convey the easement shown at **Exhibit E** to the City. Such easement implicates a right-of-way that is both on and off the Land and shall include the full width of the right-of-way wastewater easement. Within thirty (30) days after receiving the easement shown at **Exhibit E**, City shall pay Owner \$30,000.00 as its contribution towards the acquisition of such easement.

6.5 Temporary Construction Staging Area. Within 30 days of the execution of this Agreement, Owner agrees to lease convey to the City and easement for the Temporary Construction Staging Area for construction of City wastewater facilities at no cost to City. The Parties will agree that no rent shall be payable by City during the term of the lease. The Parties will agree upon a time frame for the duration of the lease.

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**ARTICLE VII
TERM AND TERMINATION**

7.1 Term. This Agreement remains in effect so long as City is providing wastewater service to the Development, unless otherwise expired or terminated under this Article VII or otherwise rendered null and void by the terms of this Agreement.

7.2 Termination for Breach.

- (a) If Owner breaches this Agreement, then City may send a notice of default to Owner. The notice must include a reasonable description of the breach. If Owner fails to cure the breach within 60 days of that notice (including payment of all past-due amounts), then City may send a second notice describing the breach and Owner's failure to cure. Owner's failure to cure the breach within 30 days after the second notice gives City the right to terminate this Agreement by sending a termination notice to Owner. The effective date of the termination will be the date the notice is sent and, as of that date, City will be released from all obligations under this Agreement, and Owner will not receive any refunds of amounts already paid to City under this Agreement. Owner expressly agrees that its forfeiture of such amounts, to be retained by City upon termination under this § 7.2(a), is a reasonable amount of liquidated damages to City for such breach of this Agreement, in addition to actual damages, if any, should Owner improperly connect to or tamper with City's System during construction.

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- (b) If City breaches this Agreement, Owner may send a notice of default to City. The notice must include a reasonable description of the breach. If City fails to cure the breach within 60 days of that notice, then Owner may send a second notice describing the breach and City’s failure to cure. If City’s breach is a failure to commence wastewater service to the Development as provided in §2.1 or §2.2, and if Owner is not in breach of this Agreement, then City’s failure to cure the breach within 30 days after the second notice gives Owner the right to:
- (1) demand City’s specific performance, subject to the other terms of this Agreement including Force Majeure; or
 - (2) terminate this Agreement by sending a termination notice to City and, upon such notice and termination, to receive a refund (without interest) of all Impact Fees and Delayed Connection Fees paid to City under this Agreement. The effective date of the termination will be the date the notice is sent and, as of that date, City will be released from all obligations under this Agreement except its refund obligation under this §7.2(b)(2).

**ARTICLE VIII
MISCELLANEOUS**

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

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

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addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this section.

To City:

City of Dripping Springs, Texas
Attn: City Secretary
P. O. Box 384
Dripping Springs, Texas 78620
FAX: (512) 858-5646

City of Dripping Springs, Texas
Attn: City Administrator
P. O. Box 384
Dripping Springs, Texas 78620
FAX: (512) 858-5646

To Owner:

Dripping Springs Partners, LLC
7401 Highway 71 W
Austin, Texas 78735
Attn: Matthew Scrivener
Tel: 615 405-0225

With copy to:
Baker & Robertson
171 Benney Lane, Bldg II
Dripping Springs, Texas 78620
Attn: Rex G. Baker, III
Tel: 512 894-0890

8.3 Assignment. Owner may assign this Agreement to another owner of the Land without the consent of City provided the assignee agrees to be bound by the obligations contained herein. This Agreement is binding on Owners’ successors and assigns, including future owners of any land or structures within the Development.

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

8.5 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by a writing signed by the

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Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

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

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

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

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

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

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

- Exhibit A Survey of the Land
- Exhibit B Legal Description of the Land
- Exhibit C Map of Connection Point
- Exhibit D Form of Easement
- Exhibit E Right of Way to be Provided to City (through Easement)
- Exhibit F Temporary Construction Staging Area
- Exhibit G City Wastewater Close-Out List

8.13 Effective Date. Effective Date. The Effective Date of this Agreement is June 14, 2022.

[signatures on following pages]

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~~Draft D~~Draft E
Dripping Springs Partners, LLC
Wastewater Utility Service and
Fee Agreement

CITY OF DRIPPING SPRINGS, TEXAS

Attest:

City Secretary

By: _____
Bill Foulds, Mayor

Date: _____

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on _____, 2022 by Bill Foulds, Mayor of the City of Dripping Springs, Texas general laws municipality, on behalf of said municipality.

Notary Public, State of Texas

My Commission Expires: _____.

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~~Draft-D~~Draft E
Dripping Springs Partners, LLC
Wastewater Utility Service and
Fee Agreement

OWNER

Dripping Springs Partners, LLC
a Texas limited liability company

By: _____
Name: Matthew Scrivener
Title: Manager

STATE OF TEXAS
COUNTY OF _____

This instrument was executed before me on _____, 2022 by Matthew Scrivener,
Manager of Dripping Springs Partners, LLC, a Texas limited liability company, on behalf of said
limited liability company.

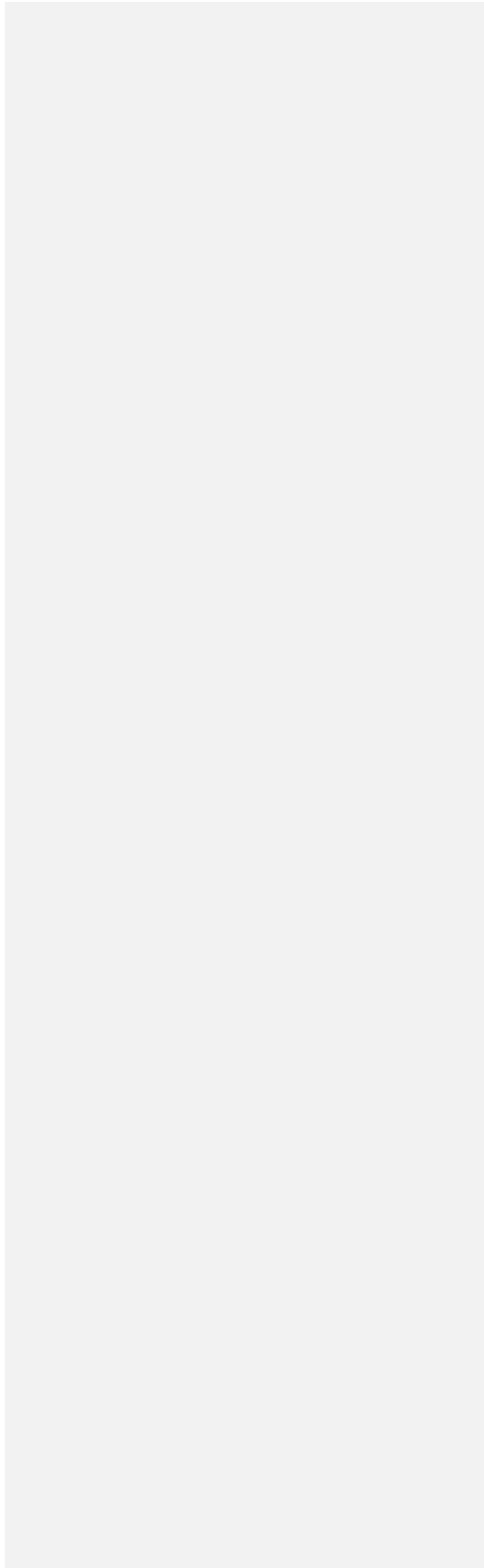
Notary Public, State of Texas

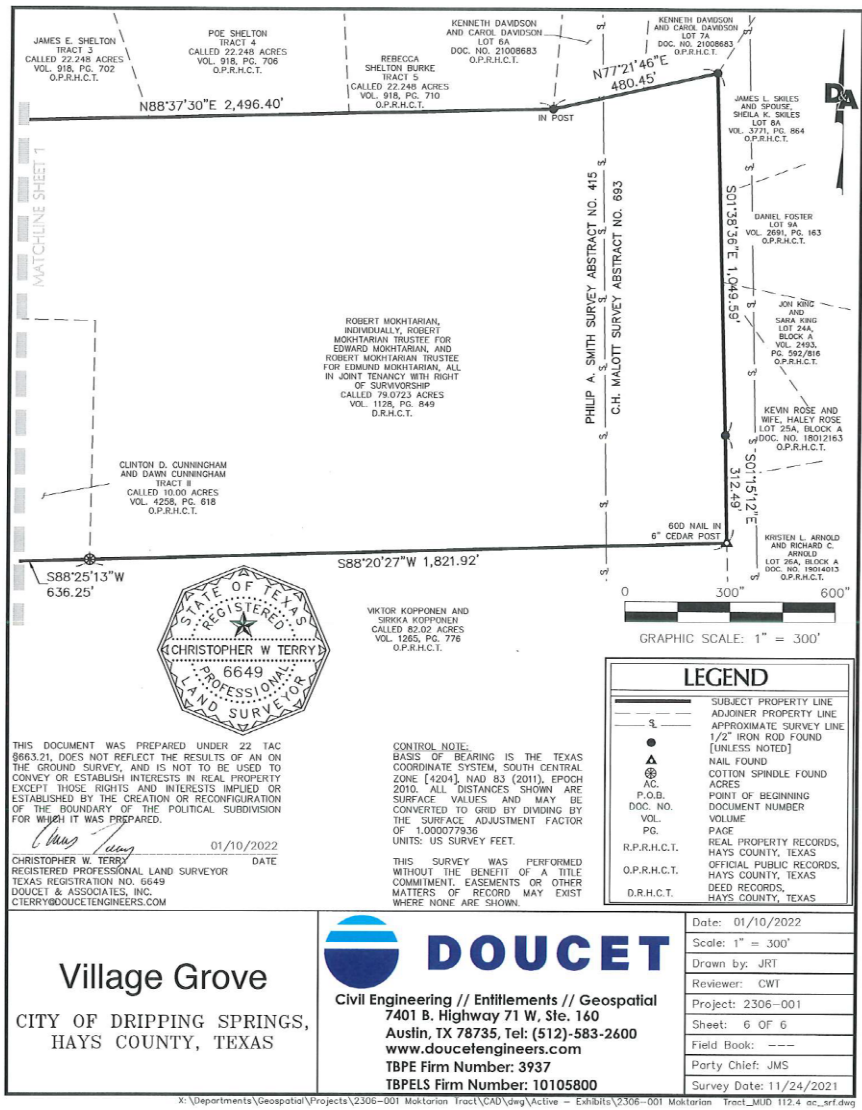
My Commission Expires: _____.

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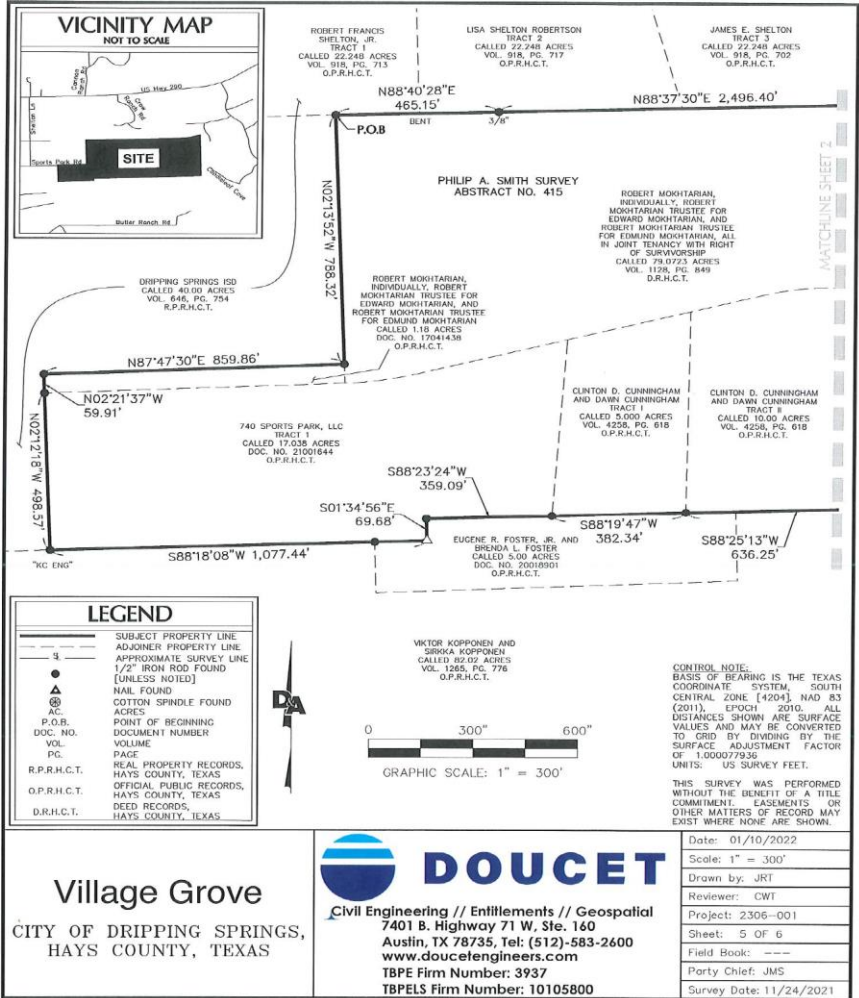
~~Draft-D~~Draft E
Dripping Springs Partners, LLC
Wastewater Utility Service and
Fee Agreement

Exhibit A
Survey of the Land





X:\Departments\Geospatial\Projects\2306-001 Mokhtarian Tract\CAU\dwg\Active - Exhibits\2306-001 Mokhtarian Tract_MUD 112.4 ac_srf.dwg



X:\Departments\Geospatial\Projects\2306-001 Mokhtarian Tract\CAD\dwg\Active - Exhibits\2306-001 Mokhtarian Tract_MUD 112.4 ac_srf.dwg

Exhibit B
Legal Description of the Land



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

Doucetengineers.com

112.4 Acre Tract
Hays County, Texas

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

DESCRIPTION
For a 112.4-Acre

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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Notes:

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

Units: U.S. Survey Feet.

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

01/10/2022

Date

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



Exhibit C
Map of Connection Point

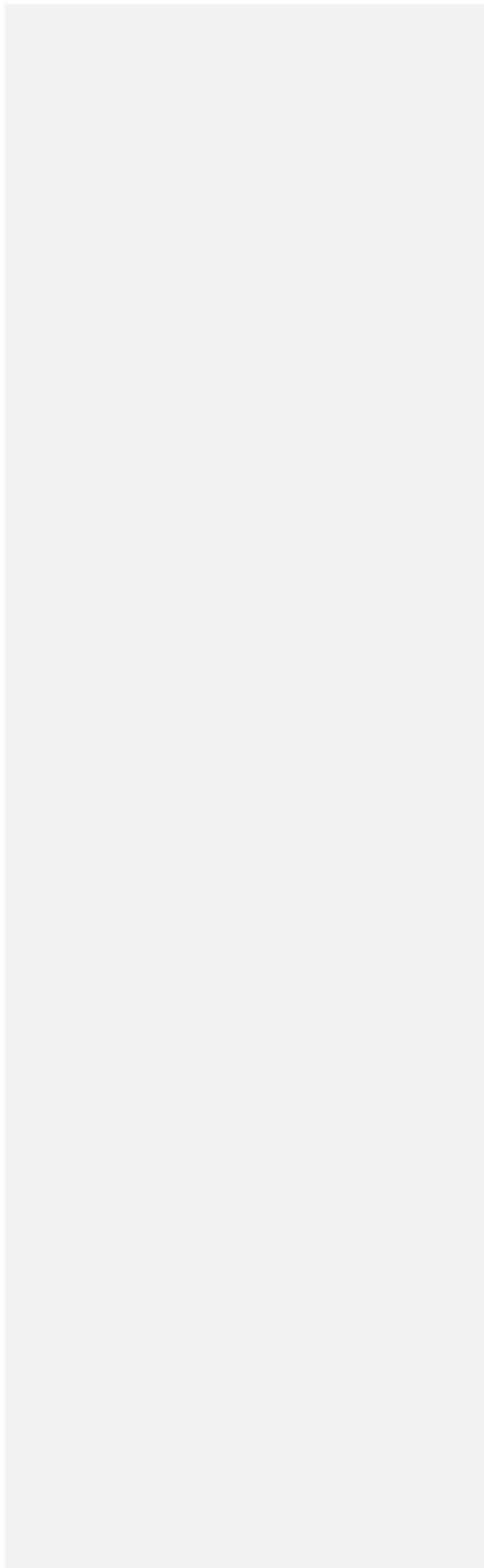


Exhibit D

FORM OF EASEMENT

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

SANITARY SEWER EASEMENT
(CORPORATE)

Date:

Grantor: _____, a Texas

Grantor's Address:

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

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

Property: An exclusive easement and right-of-way in, upon, over, under, along, through, and across the parcel of real property of Grantor ("Easement"), said Easement consisting of approximately _____ acres, more or less, being _____ feet in width and more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").

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

Permitted Encumbrances: None

GRANT OF EASEMENT:

_____, a Texas _____ ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby

GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("Grantee") the Easement in, upon, over, under, along, through, and across the Easement Tract TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of the improvements which are constructed and installed therein or thereon under the terms of this Easement.

Grantor, on behalf of Grantor and its successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same.

CHARACTER OF EASEMENT:

The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. The Easement is for the benefit of Grantee.

PURPOSE OF EASEMENT:

The Easement shall be used by Grantee for public sanitary sewer purposes, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of public sanitary sewer pipelines and related appurtenances, or making connections thereto ("Facilities"). The Easement shall also be used by Grantee for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.

Upon completion of construction, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, remove any temporary access roads and drainage facilities, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor.

DURATION OF EASEMENT:

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

GRANTOR USE:

Grantor hereby retains surface use of the Easement Tract and the right to plant and maintain ground cover and grasses only. Grantor relinquishes the authority for planting or cultivation of bushes, trees or other living matter, and building and maintaining any structures within the Easement Tract, and acknowledges that such uses are specifically prohibited. Grantor grants to Grantee the right to remove any living material or structures located within the Easement Tract, without Grantor recourse, to prevent interference with the operation or repairs to Grantee's facilities or use within the Easement Tract.

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

GRANTOR:

By: _____

Title: _____

STATE OF TEXAS
COUNTY OF HAYS

§
§
§

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 20__, by _____, a Texas _____, on behalf of said _____.

Notary Public In and For
The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

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

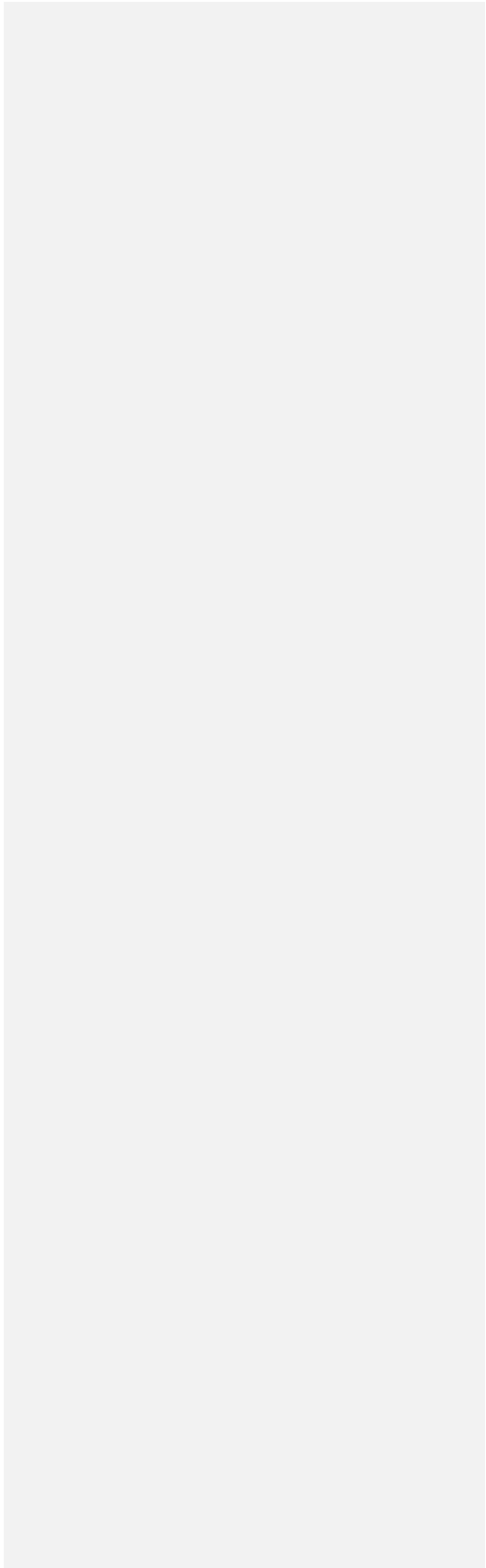
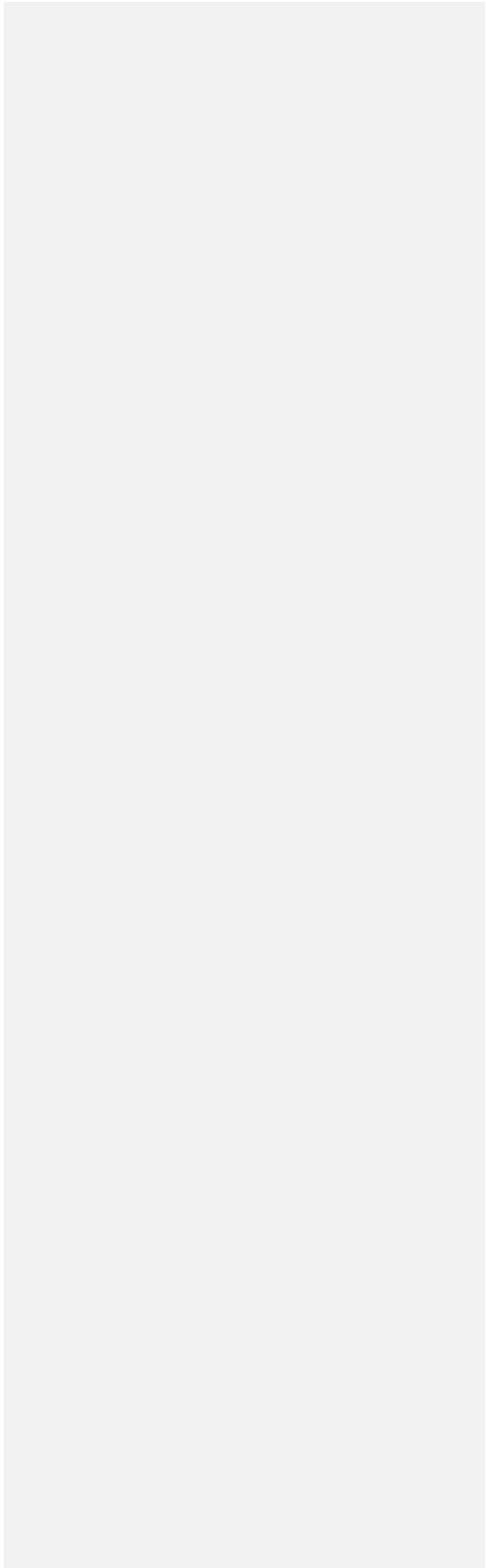


EXHIBIT "A"
EASEMENT TRACT



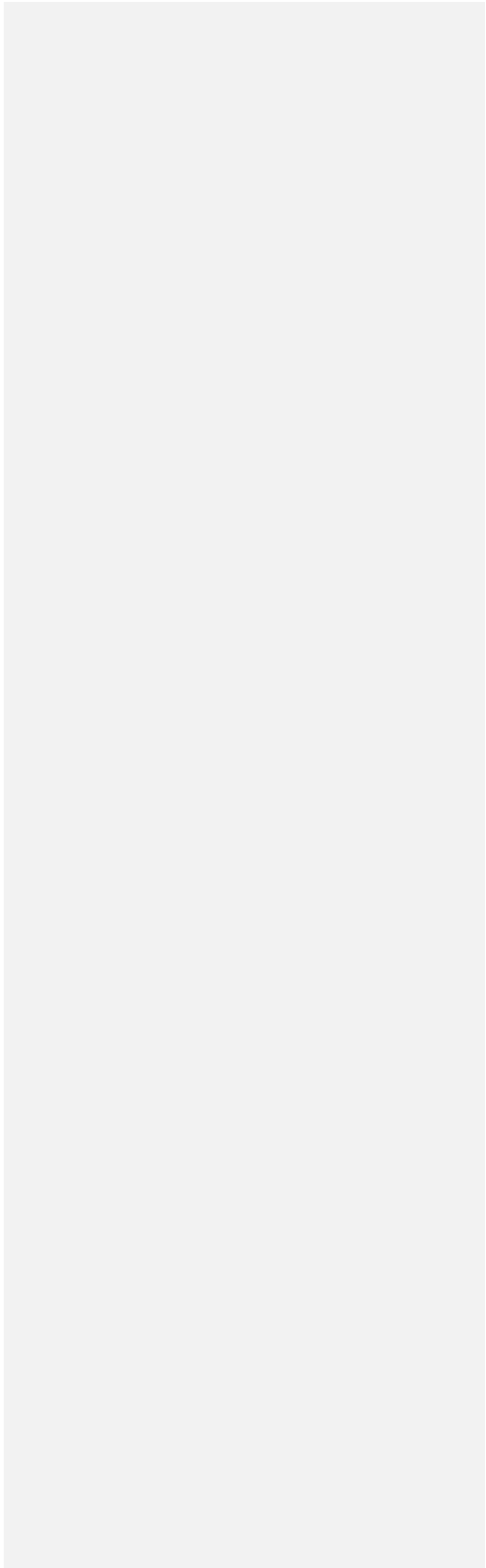


Exhibit E
Burke Easement

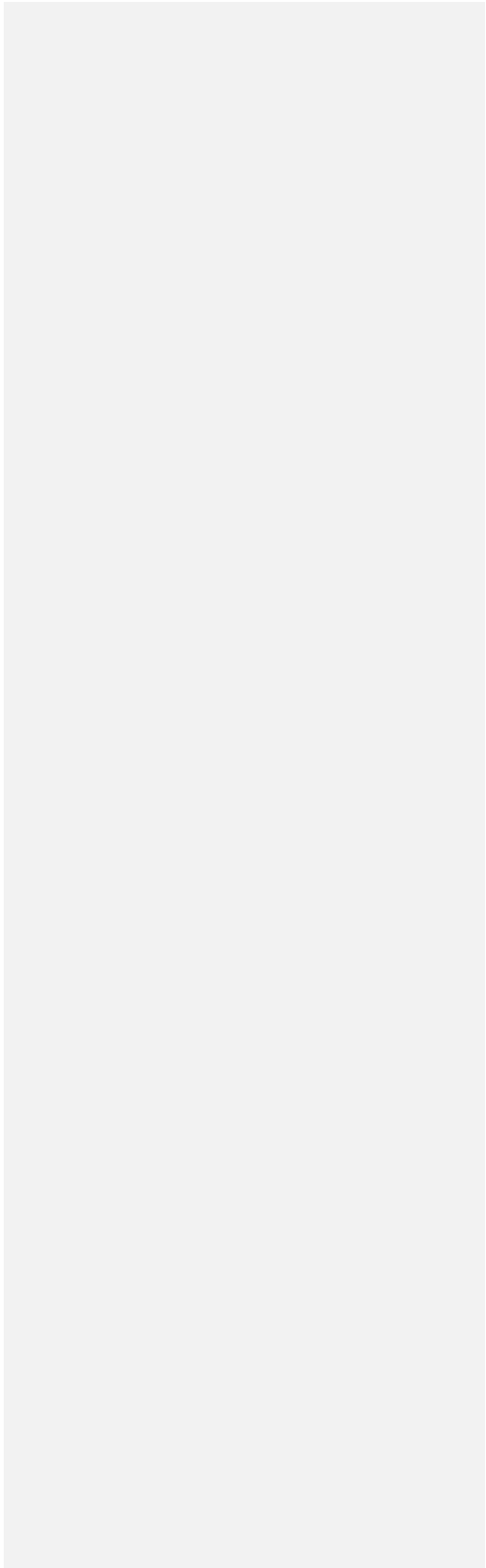


Exhibit F
Temporary Staging Area

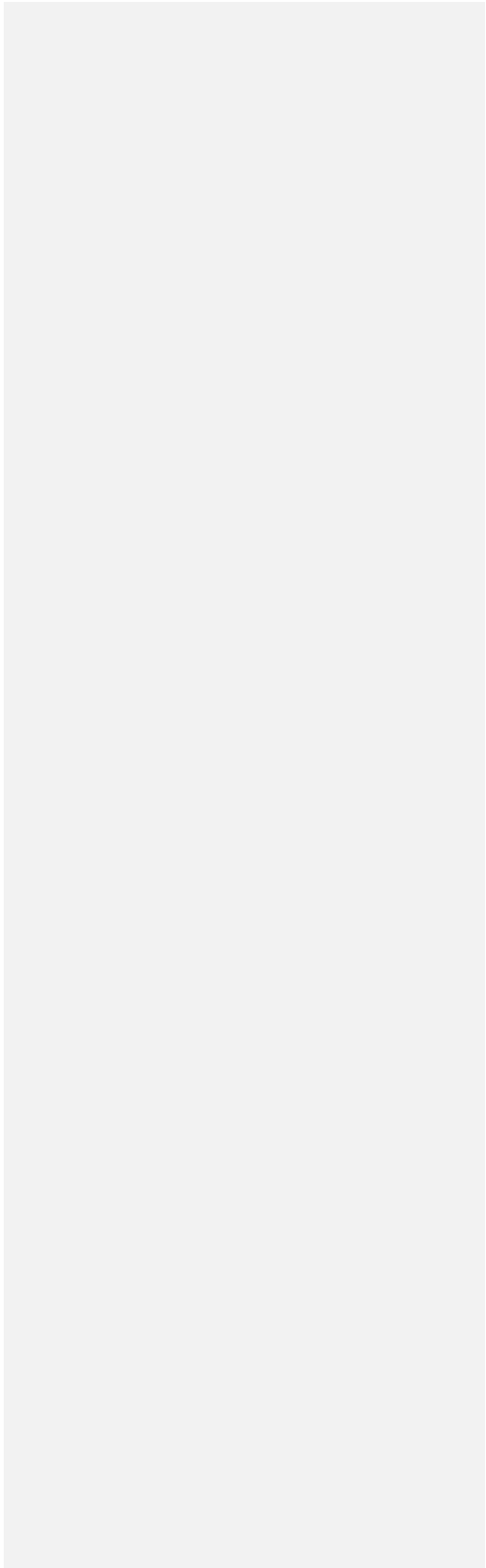
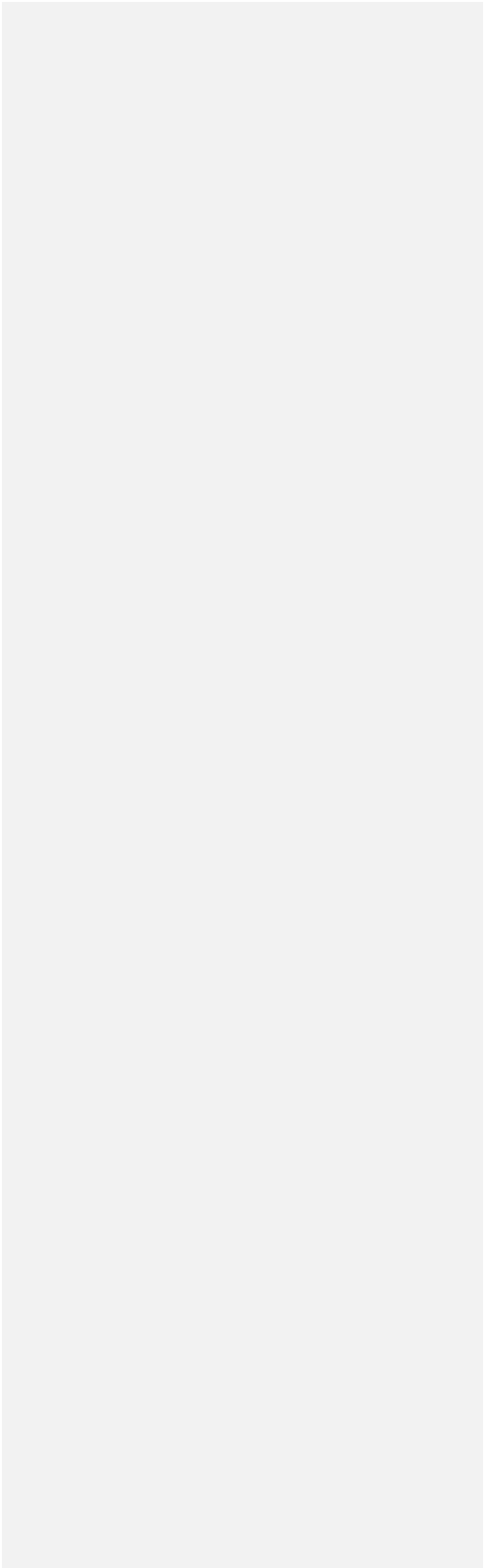


Exhibit G
City Wastewater Close-Out List





REBECCA SHELTON BURKE
CALLED 22.248 ACRES
VOL. 918, PG. 710
O.P.R.H.C.TX.

A PORTION OF A CALLED 80
ACRES TRACT(FIRST TRACT)
AND A PORTION OF A CALLED
68 ACRE TRACT(SECOND
TRACT)
VOL. 143, PG. 16-18
D.R.H.C.TX.

BETWEEN ROBERT MOKHTARIAN,
INDIVIDUALLY, ROBERT
MOKHTARIAN TRUSTEE FOR
EDWARD MOKHTARIAN, AND
ROBERT MOKHTARIAN TRUSTEE
FOR EDMUND MOKHTARIA
79.0723 AC
VOL. 1128, PG. 849
DOC. 374123
O.P.R.H.C.TX.

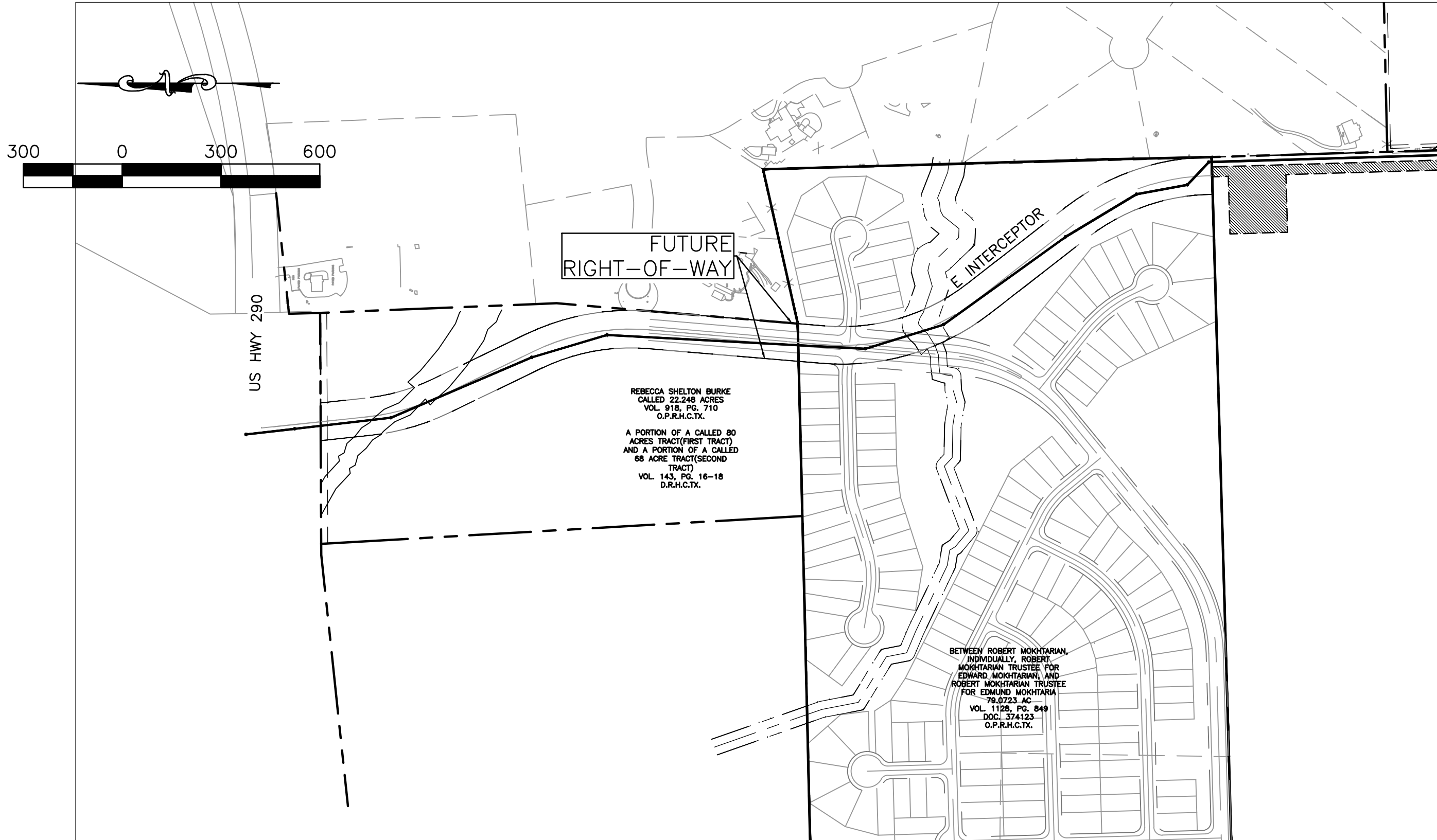
E INTERCEPTOR

CONNECTION POINT

EXHIBIT C

BURGESS & NIPLÉ, INC.
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
512) 432-1000 Fax: (512) 432-1015

Small vertical text at the bottom right corner, likely a copyright or disclaimer notice.



FUTURE
RIGHT-OF-WAY

US HWY 290

E. INTERCEPTOR

REBECCA SHELTON BURKE
CALLED 22.248 ACRES
VOL. 918, PG. 710
O.P.R.H.C.TX.

A PORTION OF A CALLED 80
ACRES TRACT(FIRST TRACT)
AND A PORTION OF A CALLED
68 ACRE TRACT(SECOND
TRACT)
VOL. 143, PG. 16-18
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BETWEEN ROBERT MOKHTARIAN,
INDIVIDUALLY, ROBERT
MOKHTARIAN TRUSTEE FOR
EDWARD MOKHTARIAN, AND
ROBERT MOKHTARIAN TRUSTEE
FOR EDMUND MOKHTARIA
79.0723 AC
VOL. 1128, PG. 849
DOC. 374123
O.P.R.H.C.TX.

EXHIBIT E

BURGESS & NIPLÉ, INC.
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
512) 432-1000 Fax: (512) 432-1015

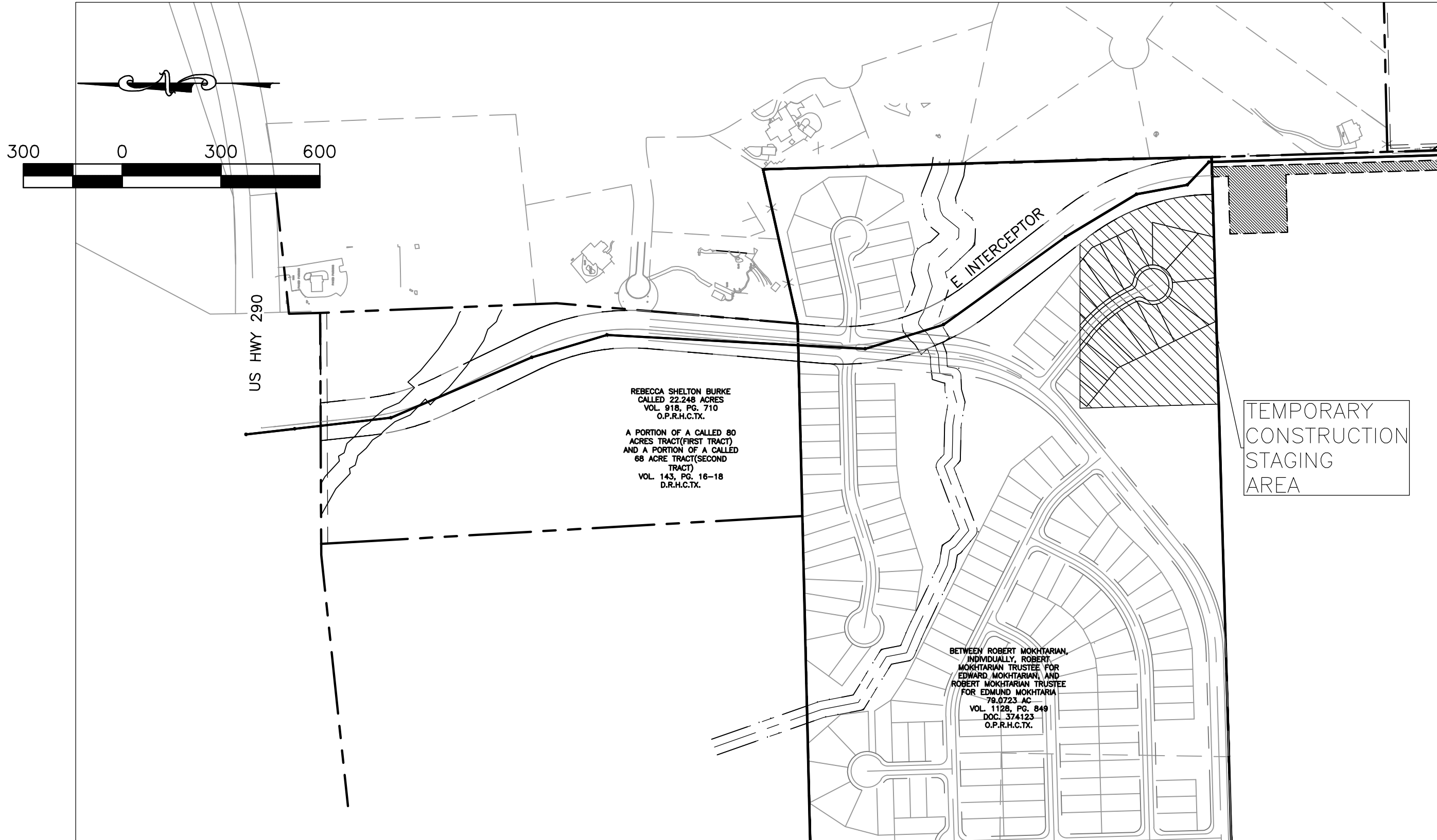


EXHIBIT F

BURGESS & NIPLÉ, INC.
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
512) 432-1000 Fax: (512) 432-1015

Scale: 1" = 600' (Horizontal) 1" = 120' (Vertical) © 2007 Burgess & Niple, Inc. All rights reserved.

PROJECT CLOSEOUT CHECKLIST

The following is a list of items needed for the City and DSWSC records and to be completed as a condition of final acceptance:

- TCEQ Water and Wastewater Approval Letters.
- Provide executed warranty bonds.
- Provide final completion letter to the City and DSWSC when all Items are complete with maintenance bonds as appropriate.
- Provide proof to the City and DSWSC that notification was made to TCEQ Water Supply Division, Wastewater Permits, and Regional office that construction is substantially complete in accordance with the approved project, the rules of the TCEQ, and any change orders filed with the TCEQ.
- Provide approved operation and maintenance manuals (2 Hard copies and PDF).
- Verify that all fees are up to date.
- Provide as-built CAD files (3D design files) and PDFs. Do this after as-builts are approved.
- Provide PDF of recorded plat.
- Conveyance of facilities for the wastewater/water lines located in recorded easements.
- Provide legal descriptions (listing of lot block and recording information) for open space lots and easements to be deeded to the City and/DSWSC.

CMA Engineering, Inc.



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

Submitted By: Michelle Fischer

Council Meeting Date: June 7, 2022

Agenda Item Wording: Discuss and consider approval of a Professional Services Agreement between the City of Dripping Springs and Herron Design Studio for City Hall offices remodel design and construction documents.

Agenda Item Requestor: Mayor Bill Foulds, Jr.

Summary/Background: In 2016, Herron Design Studios prepared remodel plans for the current city hall that included additional office space within the existing building. The city decided to not move forward on most of the remodel plan and installed cubicles instead of constructing office space. City Staff has grown considerably since then and is in need of additional office space. This space will be needed before a new city hall can be built. Staff recommends that Herron Design Studios be engaged by the city to prepare a remodel plan that will provide more office space than the 2016 version, as well as enlarge the kitchen/break room area, provide a file storage area, and enlarge an existing conference room or design a new one that could accommodate large meetings, including accommodating small commission/committee/board meetings. Large public meetings, such as City Council and Planning & Zoning Commission meetings, could be held at Dripping Springs Ranch Park. Plans can be completed in time to obtain a cost estimate for FY 2023 budgeting purposes. The cost of the plans is proposed to come from the contingency line item initially, then when the budget is amended in the near future, a budget line item can be made for this special project.

Commission Recommendations: N/A

Recommended Council Actions: Recommend approval of the Professional Service Agreement

Attachments: Professional Services Agreement with Proposal

Next Steps/Schedule: If approved, execute agreement and have Herron Design Studio commence work.

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the ___th day of May 2022, and between the **City of Dripping Springs**, Texas (hereinafter referred to as the "City") and **Herron Design Studio**, (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

1. Description of Services. The City and Contractor agree to the following:

- (a) Contractor shall deliver reports to City Hall via mail, in person, facsimile, or other electronic means as appropriate.
- (b) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
- (c) Contractor will report to the City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
- (d) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City's public information policies.
- (e) Performs other related duties as needed.

2. Scope of Work. Contractor will provide City Hall Office Remodel Design & Construction Documents work as described in the General Proposal for Architectural Services in Attachment "A". Additional Services may be agreed to in writing by both parties and billed at a negotiated rate.

3. Schedule. Work shall commence on upon execution of this document or as soon as the information becomes available for commencement of the work. The work shall be done in phases as described in Attachment "A" but shall be completed within thirty (30) days of execution of this Agreement.

4. Payment for Services. The City will compensate Contractor in accordance with the fee structure contained in the General Proposal for Architectural Services in Attachment "A". The cost including fees and expenses shall not exceed nine thousand dollars (\$9,000) based on an estimate of 90 hours. Contractor shall invoice City accordingly. Any charge that is in excess of the costs in the proposal shall not be paid by the City unless additional costs have been approved in writing by the City.

5. Relationship of Parties. It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide

fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of **Contractor**. The City may contract with other individuals or firms for legal services.

- 6. **Limitations.** During the period the Contractor is covered by this agreement, the Contractor will not be permitted to perform any services for any agency, developer, contractor or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City.
- 7. **Termination.** Either party may terminate this Agreement at any time with written notice to the other party.
- 8. **Injuries/ Insurance.** Contractor acknowledges the contractor's obligation to obtain appropriate insurance coverage as listed in Attachment "B".
- 9. **Indemnification.** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against City that result from acts or omissions of Contractor, Contractor's employees, if any, and Contractor's agents.
- 10. **Assignment.** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City accept as provided for, and with the protections, described in Attachment "A".
- 11. **Notice.** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:
 City of Dripping Springs
 Attn: City Administrator
 P.O. Box 384
 Dripping Springs, TX 78620
 (512) 858-4725

For the Contractor:
 Herron Design Studio
 Attn: Kevin Herron
 101 Hays St., Suite 409
 Dripping Springs, TX 78620
 (512) 858-4725

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

- 12. **Mandatory Disclosures.** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the **Conflict of Interest Questionnaire** form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor must also fill out **Form 1295**, as required by the Texas Ethics Commission, and submit a copy to the City. The form application may be found here: <https://www.ethics.state.tx.us/filinginfo/1295/>

13. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. Waiver of Contractual Right. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

15. Entire Agreement. This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties. If there is any conflict between this Agreement and any Attachment, this Agreement controls.

THE CITY:
City of Dripping Springs

THE CONTRACTOR:
Herron Design Studio

Michelle Fischer, City Administrator

Kevin Herron

Date

Date

Attachment "A"

Herron Design Studio

architecture

101 Hays St., Suite 409

Dripping Springs, Texas 78620

512.858.9889 phone/fax

GENERAL PROPOSAL FOR ARCHITECTURAL SERVICES

To: Michelle Fischer & Ginger Faught - City Administrators - Dripping Springs, Texas
Date: 18 May 2022

PROJECT: City Hall Offices Remodel Design & Construction Documents - Dripping Springs, TX.

PROJECT SUMMARY:

Herron Design Studio will provide architectural services as described below for the design and production of construction documents for the remodel of the city of Dripping Springs City Hall.

SCOPE OF SERVICES:

- A. Field Verification and Existing Conditions Drawings: Measure existing remodel changes that might vary from previous design and correct on existing drawings for existing conditions. 4 hours estimated.
B. Prelim Floor Plan Design: Create new remodel floor plan based on client program and needs assessment document provided by client. Subsequent versions of remodel floor plan based on client reviews and discussions until final design layout is accepted by client. 12 hours estimated.
C. Construction Documentation: Production of Construction Document drawings necessary for bidding, plan review and construction. 32 hours estimated. Final drawings to include: 1. Demolition Plan, 2. Remodel Floor Plan, 3. Interior Elevations, 4. Remodel Electrical Plan
D. Final Revisions: Revisions and corrections to Construction Documents as needed from plan reviews and bidding information. 12 hours estimated.

FEES AND ADDITIONAL SERVICES:

- 1. The hourly fee for providing the above scope of services defined above is to be \$150 per hour with a 'Not-to-exceed' amount of \$9000 based on estimate of 60 hours.
2. The client will be billed for the above scope of services as each phase of the work as described above is completed.
3. Payments are due upon presentation of invoices.
4. Drawings and/or electronic files will not be released to client or any other party prior to payment in full of current invoice.
5. Additional services not listed in the 'Scope of Services', but requested by the client, will be billed on an hourly basis at the rate of \$150 per hour. Additional Services will always be clearly indicated to the client and discussed before they are performed and Invoiced.
6. All printing prior to the printing for bidding is included in the architectural fee.
7. Copies of the drawings needed for bidding and construction can be printed for the cost of \$7 per sheet.

CLIENT RECIEVABLES:

Upon receipt of payment in full, the client shall receive electronic PDF and/or DWG files, if desired.

AUTHORIZATION TO PROCEED:

By: _____
Printed name Authorized Signature Date

Attachment "B"

CITY OF DRIPPING SPRINGS CONTRACTOR INSURANCE REQUIREMENTS:

Firm providing goods, materials and services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

- Name the City of Dripping Springs as additional named insured as to all applicable coverage.
- Provide for at least thirty (30) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
- Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- Certificate of Insurance: Certificates of Insurance evidencing all of the required insurance coverages shall be submitted with the Firm's submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall be provided to the City prior to the date the contract is extended.
- Type of Contract and Amount of Insurance:
 - Statutory Workers Compensation insurance as required by state law (if business has employees).
 - Commercial General Liability with minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
 - Professional Liability Insurance with a minimum of \$1 million dollars per occurrence and \$1 million dollars aggregate.
 - Automobile Liability with a minimum of \$500,000 Dollars combined single limit.



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

Submitted By: Emily Nelson, Dripping Springs Ranch Park Manager

Council Meeting Date: June 7, 2022

Agenda Item Wording: Discuss and consider the approval of the conversion of two Part Time vacant positions to the DSRP Customer Service Specialist Full-time Position. *Sponsor: Council Member King.*

Agenda Item Requestor: Emily Nelson, Dripping Springs Ranch Park Manager

Summary/Background: Dripping Springs Ranch Park has two vacant part time positions posted for multiple months with no applicants. Our goal is to combine these positions into one full time Customer Service Specialist position. This will create an ability to have cash handlers on site seven days a week. Maintenance Staff do not have access to cash drawers and POS software which makes receiving money impossible over the weekend unless Administrative Staff come in on their off days to process which creates more Comp Time.

We have found that it is very difficult to hire part time staff and also have high retention rates. We believe this conversion will enhance the position and aide in office coverage.

Below is the breakdown for the over staffing cost difference in the positions:

DSRP Salary Totals	Current	Proposed	Difference
Total Salary	\$ 363,375.39	\$ 375,595.39	\$ 12,220.00
Total Taxes	\$ 29,594.46	\$ 30,584.47	\$ 990.02
Total Benefits	\$ 60,331.70	\$ 68,917.35	\$ 8,585.65
Total Retirement	\$ 18,979.88	\$ 20,982.68	\$ 2,002.80
Total Employee Cost	\$ 472,281.43	\$ 496,079.90	\$ 23,798.47

Recommended Council Actions: Approval of conversion from two Part Time vacant positions into one Full Time Customer Service Position.

Attachments: Full Time Customer Service Specialist Position

Next Steps/Schedule: If approved, finalize the job description and post the opening.



**CUSTOMER SERVICE SPECIALIST
DRIPPING SPRINGS RANCH PARK
Full-Time Non-Exempt**

A. GENERAL PURPOSE

Provides general administrative and clerical support for the business operations of Dripping Springs Ranch Park & Event Center and Staff.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Manages general email and telephone communications including answering and routing phone calls, screening calls as appropriate, answering general questions about the park event center, and the rental process.
2. Copies and emails documents.
3. Files or retrieves documents, records, and reports, as requested.
4. Interacts daily with the public through the Event Center's primary customer service office.
5. Performs day to day point of sale transactions utilizing current business operations software.
6. Assists with monitoring special events and rentals as assigned by the Dripping Springs Ranch Park Manager.
7. Maintains effective working relationships with employees, city officials, and the general public.
8. Maintains confidentiality and exercises prudent judgment on sharing of information.
9. Performs other tasks as assigned by the Dripping Springs Ranch Park Manager.

C. SUPERVISION

Works under the general direction of the Dripping Springs Ranch Park Manager.

D. EDUCATION AND EXPERIENCE

City of Dripping Springs
Customer Service Specialist Full-time

Draft 06/02/2022
Page 1 of 3

High School Diploma and four (4) years of progressively responsible municipal work, secretarial work, or executive administrative work; or any equivalent combination of education and progressively responsible experience preferred. Must be able to demonstrate effective listening and communication skills, both in written and verbal formats, concisely. Must possess exceptional grammar, spelling, and proofreading skills. Proficiency in Point of Sale software, Microsoft Office including Word, PowerPoint, and Excel required.

E. TOOLS AND EQUIPMENT USED

Personal computer including word processing and spreadsheet software, 10-key calculator, phone, copy/printer machines, and any other office equipment needed for this position. Employee shall be familiar with Civic Rec or shall be willing to be trained upon employment.

F. SPECIAL REQUIREMENTS

1. A valid state driver's license.
2. While performing the duties of this job, the employee is required to sit for extended periods of time and communicate verbally with others. The employee is occasionally required to move about the Event Center and visit various sites throughout the City.
3. The employee must be able to lift up to 20 pounds on an infrequent basis.

G. WORK HOURS

This is a full-time forty hour per week position. Core work hours are between 8:00 am and 5:00 pm including one hour for lunch, Monday through Friday except holidays. However, there may be instances where the Customer Service Specialist is needed to support an event on evenings and/or an occasional weekend. This position is full-time, non-exempt, and eligible for overtime pursuant to the business needs of the Dripping Springs Ranch Park & Event Center and at the direction of the Dripping Springs Ranch Park Manager. Any overtime hours performed must be preapproved by the Dripping Springs Ranch Park Manager.

H. SALARY

Pay days are every other Friday, or as otherwise determined by the "City of Dripping Springs Personnel Manual."

I. BENEFITS

Benefits shall be in accordance with those outlined in the "City of Dripping Springs Personnel Manual," as may be modified by the employee's offer letter and subsequent revisions to the Manual.

J. EQUAL OPPORTUNITY EMPLOYER

The City's employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, disability, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership, or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, sexual orientation, or marital status is prohibited. If you would like to arrange for accommodations, we encourage you to contact Ginger Faught at (512) 858-4725.

***Please note:** This Position Description is not a contract and shall not be construed to alter an employee's at-will relationship. The terms and conditions of any employee's position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee's Offer Letter shall be read together in harmony. If there are conflicts between this Position Description, the Personnel Manual, and the employee's Offer Letter, the most specific term or condition of employment shall govern.*



To: Honorable Mayor & City Council
From: Howard J. Koontz, AICP
Date: June 7, 2022
RE: Change Order for 2045 Comprehensive Plan

Following the first Comprehensive Plan Advisory Committee meeting on May 10, staff met with our consultant for Comprehensive Plan services about the years' scope of services. Specifically, the discussion centered on the need to solicit more input from the community at-large rather than developing policy solely from committee inputs.

Around the same time, a process update from the city's finance director indicated that the planning department had collected more than its proposed yearly goal for revenue, despite only being six months into the fiscal year. Essentially, every dollar collected from this point forward until the fiscal year's end will be windfall revenue for the department.

Planning & Zoning Revenues			
	FY 2022 Adopted	FY 2022 Oct. - April	Difference
Site Development Fees	\$ 239,108.41	\$ 333,454.13	\$ 94,345.72
Zoning Fees	\$ 65,000.00	\$ 77,477.00	\$ 12,477.00
Subdivision Fees	\$ 656,006.25	\$ 918,068.56	\$ 262,062.31
Total	\$ 960,114.66	\$ 1,328,999.69	\$ 368,885.03

Staff now proposes a change order for additional community outreach and engagement for development of the Comprehensive Plan, with a specific focus on city-wide public meetings. Each item on the attached spreadsheet includes text to help clarify the purpose and nature of the meetings/items.

This change order focuses its purpose on additional assistance from Civic Brand for specifically-tailored community outreach, to assist with successful in-person events.

These events will focus on Economic Development, employment, fiscal resilience and sustainable housing and workforce placement here in town. For that we also believe we'd like a public meeting that includes a fair amount of participation from Jason Claunch with Catalyst Commercial.

The need to focus on Economic Development, employment, fiscal resilience, and sustainable housing and workforce placement, will be best met with focus group meetings that typically involve groups of 12 to 18 invited individuals who will both help moderate events and offer their expertise as facilitators.

Dripping Springs Comprehensive Plan	
Change Order #1 - June 1, 2022	
Additional Community Outreach & Engagement	
One (1) Virtual Engagement Room	\$4,300
Suggested to be best suited for Additional Public Meeting #1, CivicBrand will customize the virtual room, assist in creating and revising the questions, host the virtual room, export and summarize the results.	
Additional Public Meeting #1	\$13,900
Purpose: to announce the project to the broader community, solicit input from the community with engaging exercises, and establishing a community vision for the Plan. In-person attendance only: DTJ, Catalyst, LPC, LEE, Gessner	
Additional Public Meeting #2	\$9,800
Purpose: halfway through the planning process, consultants will share their findings with the community and confirm that what they heard is correct. In-person attendance only: DTJ, Catalyst, LPC	
Additional Public Meeting #3	\$6,000
Purpose: close to the end of the project, consultants will present the recommendations of the Plan to the community and solicit response and feedback. In-person attendance only: DTJ, LPC	
	\$34,000
	\$3,400
	\$37,400

Dripping Springs 2045 Comprehensive Plan	Months 2022 + 2023											
Project Schedule	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Task 1. PRE-PLANNING												
1.1 Data Collection / Review including History												
1.2 Demographics & Economic Snapshot												
1.3 Existing Conditions												
Task 2. PUBLIC PARTICIPATION PLAN												
2.1 Primary Outreach + Engagement												
Persona Based Engagement Strategy												
One (1) Online Survey												
Two (2) Stakeholder meetings (in-person) (both on one day)												
One (1) (1st) Public OpenHouse Meeting (w/ Founders day - April 23)												
One (1) (2nd) Public OpenHouse Meeting												
2.2 Virtual Engagement												
Four (4) Interviews (virtually)												
Two (2) Stakeholder meetings (virtually)												
Two (2) Virtual Focus Group Meetings												
2.3 Visioning + Meeting-in-a-box												
Two Day Visioning (scenario building)												
Meeting-in-a-box (1 set w/ 1 training session, analyze results)												
Task 3. COMPREHENSIVE PLAN ELEMENTS												
3.1 Comprehensive Plan Visioning + Goals												
3.2 Market Demand Analysis												
3.3 Comprehensive Plan Planning Elements (PE)												
PE 1: Economic Development Strategy												
PE 2: Land Use & Character												
PE 3: Transportation												
PE 4: Infrastructure + Facilities												
PE 5: Housing												
PE 6: Parks + Recreation (review + incorporate)												
PE 7: Historic Preservation - tweaked only												
3.4 Three Land Use Scenarios (build-out plus 2 options)												
Task 4. IMPLEMENTATION PLAN												
4.1 Implementation Strategy												
4.2 Action Steps + Priorities												
Task 5. INITIAL MEMO AND DRAFT REPORT WRITING												
5.1 Initial memos with text, graphs, maps & graphics												
Task 6. REPORT WRITING + PRESENTATIONS												
6.1 Report with text, graphs, maps & graphics												
6.2 Executive Summary												
6.3 Presentations & Communications												
a) Four (4) Development Committee (CPAC) Meetings (May 10)												
b) One (1) City Council Meeting												
Tasks 7 & 8. PROJECT MANAGEMENT												
7.1 Project Meetings												
a) Project Kick-off Meeting (March 29)												
b) Half Day Tour (July 7 or 8)												
7.2 Request for Information												
7.3 Ongoing Project Management & Virtual Meetings												
Task 9. GIS DATA COLLECTION + ORGANIZATION + MAPPING												
8.1 GIS Prep & Setup and GIS building												
8.2 GIS Base Mapping												

- ▲ Community Engagement Meetings
- CPAC Conducted Meetings
- CPAC / Council Meeting
- Coordination Meetings w/ Staff



DRIPPING SPRINGS
Texas

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the 11 day of March 2022, and between the City of **Dripping Springs**, Texas (hereinafter referred to as the "City") and DTJ, (hereinafter referred to as "Consultant"), is understood and agreed to be as set forth herein:

1. Description of Services. The City and Consultant agree to the following:

- (a) Consultant shall deliver reports to City Hall via mail, in person, or other electronic means as appropriate.
- (b) Consultant shall attend meetings of City Council, Planning and Zoning Commission, Development Code Committee, and related committee meetings as needed to provide progress reports and drafts of the comprehensive plan services.
- (c) Consultant shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
- (d) Consultant will report to the City Administrator, verbally or in writing, any conflicts between Consultant and any citizen or customer in the course of performing said duties and responsibilities.
- (e) Consultant shall maintain complete and accurate records of work performed for the City. Consultant shall manage both public and confidential records that Consultant obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Consultant shall comply with the City's public information policies.
- (f) Consultant shall endeavor to perform its services with "Standard of Care" which is the degree of care and skill ordinarily exercised by professionals practicing under the same or similar circumstances.
- (g) Performs other related duties as needed.

2. **Scope of Work.** Consultant will provide consulting services related to the Comprehensive Plan and Development Code Services as described in Attachment "A" in one or more task orders. This Agreement approves Task Order #1 as listed in Attachment "A".
3. **Schedule.** Work shall commence upon execution of this agreement and shall be completed within the schedule noted within the Scope of Services attached (Attachment 'C') or as mutually agreed in writing upon during the planning process through approved Task Orders. This Agreement shall be in effect for a period of one year unless terminated as provided below or once all work associated with approved Task Orders under this Agreement are completed. Consultant shall start work immediately after the execution of this Agreement.
4. **Payment for Services and Task Orders.** The City will compensate Consultant in accordance with the fee structure contained in Consultant's proposal attached as Attachment "B". The initial task order for this project will include the services listed in Attachment "A". Additional services from Attachment "A" may be approved by the City in writing as funds are appropriated. For approved task orders, the Consultant shall invoice City in accordance with Consultant's attached proposal for Task Order # 1 and for all future approved task orders. Invoices will be submitted monthly and payment is due within 30 days of City's receipt and approval of the invoice. The total amount of this contract will not exceed two hundred and forty-four thousand and five hundred seventy-five dollars (\$244,575). Task Order #1 shall not exceed one hundred eighty-three thousand three hundred seventy dollars (\$183,370). Additional task orders for services and payment for additional services as relates to Attachment "B" must be approved in writing by the City prior to provision of such services.
5. **Relationship of Parties.** It is understood by the parties that Consultant is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Consultant. The City may contract with other individuals or firms for legal services.
6. **Limitations.** During the period the Consultant is covered by this agreement, the Consultant will not be permitted to perform any services for any agency, developer, contractor, or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City the Consultant may perform services with the following Clients and under the following conditions:
 - (a) Consultant's Clients (Siepiela Interests, Davy Crockett Development, Smith Residence, Creek Road Residential (Sterling Austin Development) and Bunker Ranch) are existing Clients working within Dripping Springs and/or the Dripping Springs ETJ. The Consultant is not restricted from performing services for these Client within Dripping Springs.

within Dripping Springs and will alert the City in writing pursuant to this Agreement and the City Code and gain approval prior to performing services. The Consultant will establish a team that is different from those working under this Contract.

- 7. **Termination.** Either party may terminate this Agreement with thirty (30) days at any time with written notice to the other party.
- 8. **Injuries/ Insurance.** Consultant acknowledges the contractor's obligation to obtain appropriate insurance coverage as listed in Attachment "D".
- 9. **Indemnification.** Consultant agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including reasonable attorney's fees, costs, and judgments that are incurred by the City but only to the extent caused by the negligent acts or omissions of Consultant, Consultant 's employees, if any, and Consultant's subconsultants.
- 10. **Assignment.** Consultant's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City except as provided for, and with the protections, described in Attachment " A".
- 11. **Notice.** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person, by email, or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:
 City of Dripping Springs
 Attn: City Administrator
 P.O. Box 384
 Dripping Springs, TX 78620
 (512) 858-4725

For the Consultant:
 DTJ Design, Inc.
 Attn: S. Christopher Moore
 3101 Iris Ave., Suite 130
 Boulder, CO 80301
 303-443-7533

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after email delivery or deposit in U.S. mail.

- 12. **Mandatory Disclosures.** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Consultant 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) and, by signing this Agreement, the Consultant affirms compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Consultant 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)

13. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

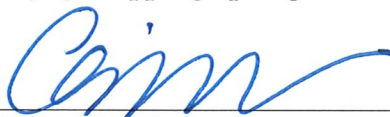
14. Waiver of Contractual Right. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

15. Applicable Law: The laws of the State of Texas shall govern this Agreement.

16. Venue: The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.

17. Entire Agreement. This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties. If there is any conflict between this Agreement and any Attachment, this Agreement controls.

THE CITY:
City of Dripping Springs



Ginger Faught
Deputy City Administrator
for
Michelle Fischer
City Administrator

3/11/2022

Date

CONSULTANT:



S. Christopher Moore
CEO and Vice President

3-17-2022

Date

ATTEST:

Andrea Cunningham
City Secretary

Attachment "A" Scope of Work

Proposal

Attachment "A" Scope of Services

TASK 1: PRE-PLANNING

1.1 Data Collection & Review including History

- Collect data as provided by City.
- Review data for how it influences and/or affects the planning process.

1.2 Demographics & Economic Snapshot

- Inventory and assess demographic statistics.
- The primary data source to be used will be the latest available ACS or U.S. Census and subsequent updates.
- Identify market opportunities for the greater Dripping Springs market that allow for consideration of the 'place' Dripping Springs has in the local Austin/Hays County regional market, while providing the Client Team with a technical and analytical base of information from which to direct plan decisions and develop strategy.
- Specifically, we will build upon the City's historical demographic data, past studies and any other studies prepared for the City and/or EDC third parties and will collect psychographic and market data related to: population, household, age, ethnicity and income characteristics; consumer spending; taxable revenue; visitor and convention information; and select economic values.
- Trends, both historical and future, will be identified and inputs used to inform stakeholder decisions, as well as model the impacts of various growth scenarios.
- Focus on the community's economic base, labor force characteristics (including its spatial distribution over time), tax gap, and local economic development opportunities and resources; to determine economic needs and goals; and to merge this information with information about population trends and characteristics, natural resources, community facilities and services, housing, and land use, so that a strategy for the economic well-being of the community can be developed.

1.3 Existing Conditions

- Collect and analyze information about existing conditions and the potential for the future of the City of Dripping Springs, including a review and analysis of the Community Assessment adopted in 2016 and subsequent addenda.

TASK 2: PUBLIC PARTICIPATION PLAN

DTJ will apply a Persona Based Engagement Strategy, whereby individuals and organizations will be identified. Public participation tasks include:

2.1 Primary Outreach and Engagement

- One (1) Online Survey
- Two (2) Stakeholder Meetings (in-person) (both on one day)
- One (1) Public Open House Meeting (with Founders Day) - (DTJ & LPC & CB)
- One (1) Public Open House Meeting (DTJ & LPC only)

2.2 Virtual Engagement

- Four (4) Interviews (virtually)
- Two (2) Stakeholder Meetings (virtually)
- Two (2) Focus Group Meetings (virtually)

2.3 Visioning & Meeting-in-a-Box

- Two-Day Visioning (scenario building) - (everyone except CB)

- Meeting-in-a-Box: One (1) "meeting-in-a-box" presentation will be made available to serve as presentation material for Staff to various organizations and civic groups as may be needed. This includes one (1) presentation, one (1) training session, and results being analyzed.

TASK 3: COMPREHENSIVE PLAN ELEMENTS

3.1 Comprehensive Plan Visioning + Goals

- Prepare a vision statement for Dripping Springs based on public engagement.
- Establish the City of Dripping Springs Community Goals based on public engagement and the community's vision and direction for the future.

3.2 Market Demand Analysis

- Undertake market analysis with detailed housing and retail/commercial demand to facilitate baseline and scenario options.
- This process will explore capacity for commercial (destination retail, hospitality to support tourism, corridor retail) and how findings relate to the remaining major infill locations (catalyst sites).
- This process will help support and inform the planning process and program justification.

3.3 Comprehensive Plan Planning Elements (PE)

PE 1: Economic Development Strategy

- Analyze existing economic development efforts and support the development of an economic development strategy around the attraction of quality development and proactive economic development polices to guide the economic development program.
- The strategy is to support comprehensive planning polices and regulations from an economic lens that manages growth, recommends infrastructure to serve future development needs, increases and retains local talent, enhances neighborhood quality, reinforces downtown as a place and destination, and increases the overall quality of life for Dripping Springs residents, workforce, visitors, and students.
- The purpose of this process is to link land-use and economic development strategies to integrate the responsible redevelopment and reinvestment of targeted areas with a priority of value capture and other economic priorities based upon the nexus of community input, major landowner goals, and City priorities.

PE 2: Land Use & Character

Analysis of existing development patterns (existing land use), existing Overlays, and Character Area review.

- Conduct an existing land use inventory of the City of Dripping Springs and areas in the immediate fringe around the City, based on standard categories.
- Evaluate existing Overlays, Planned Development Districts, and Character Areas and draft and present in map form, along with text descriptions, recommendations for "Character Areas" that identify unique sub-areas of the City.
- These sub-areas will be utilized for determination(s) of future land use actions by the City Council and City staff, as well as the functional boundary for future sub-area plans that may be adopted by reference into this plan.
- Develop land use categories, designating boundaries and developing the future land use map and draft recommendations that align with Dripping Springs goals for land use policies.

PE 3: Transportation

- Identify conflicts with proposed land use plan.
- Identify opportunities to highlight or enhance the existing Thoroughfare Plan.

Dripping Springs Comprehensive Plan
Attachment "A" Scope of Services

PE 4: Infrastructure + Facilities

- Review certain elements related to infrastructure.
- Provide recommendations for revisions to existing design guidelines and utility ordinances to enhance alignment with the public's and staff's vision for future development.

PE 5: Housing

- Analyze demand based upon age and affordability to understand capacity for attainable, and varied housing stock to enable proactive housing strategies and policies.
- This initiative shall assist in creating policies to create healthier, more resilient, and expanded housing choices.
- The purpose of the housing element is to analyze the housing stock and housing market within the City, inventory existing housing resources, identify gaps in the local housing market, identify trends that may affect the housing market over time, and develop strategies to address the current and future needs of the community, with the overall goal of ensuring that housing opportunities are provided for households of all types, ages, and income levels.

The housing element will include a brief write up of the following:

- Housing Baseline Assessment to establish local housing by age, tenure, and values for benchmarking purposes.
- Market Demand based upon regional capture of owner and non-owner-occupied demand based upon age and income affordability ranges.
- Gaps + Trends - we will support the analysis of available gaps in housing product and link with local and regional trends to serve choice residents, increase housing equity, and attract talent to harness economic opportunities.
- Housing Strategy - we will review existing policies, programs, regulations, and incentives to create more sustainable neighborhoods, create balanced housing, integrate fiscally responsible development, and increase economic impacts.

PE 6: Parks + Recreation

- Review the existing Parks Master Plan.
- Incorporate the recommendations of the Parks Master Plan into the Comprehensive Plan.

PE 7: Historic Preservation

- Review the City's three historic districts including the Mercer Street, Hays Street, and Old Fitzhugh Road Historic Districts.
- Prepare a memo that reflects on the connection between the past and future growth of the City.

TASK 3.5: Land Use Scenarios

- Prepare up to three (3) land use scenarios.
- Scenarios to include build-out plus other options.
- Associated with each scenario, this Task will include brief commentary on transportation and infrastructure related needs.

Task 4: IMPLEMENTATION PLAN

- **4.1 Implementation Strategy** The DTJ team will develop an implementation strategy with a focus on the integration of the planning elements.

4.2 Action Steps + Priorities

- We will develop a list of strategies and implementation measures to accomplish the short, mid, and long-term goals and objectives of the Comprehensive Plan for the next 10 years, including:
 - Metrics for work to be completed, with specific reference to catalyst items.

- Timelines that should be followed to complete the goals of the Plan.

TASK 5: INITIAL MEMO & DRAFT REPORT WRITING

5.1 Initial memos with text, graphs, maps & graphics

- The DTJ team will prepare internal memos and draft documents in preparation of the draft and final project report

TASK 6: REPORT WRITING & PRESENTATIONS

6.1 Report with text, graphs, maps & graphics

- The DTJ team will prepare and edit a report that includes the findings and recommendations of the Comprehensive Plan.
- The result will be an easy understandable document with descriptive text, graphs, and maps, including illustrative graphics and photographs.
- The Project will be written up as a draft report for review by City Staff.
- A final report will be prepared for review by Staff, and final review by the Development Committee for approval by the City Council.
- This Task makes provision for a maximum of two (2) rounds of comments by City Staff.

6.2 Executive Summary

- The Comprehensive Plan report will include the preparation of a Comprehensive Plan executive summary.

6.3 Presentations & Communications

- During a total of four (4) meetings with the Development Committee, we will present intermediate deliverables, implementation strategy, and the final Plan.
- We will present the final Plan (final deliverables) during one (1) meeting with the City Council.

TASK 7: INITIAL PROJECT MANAGEMENT

7.1 Project Kick-off Meeting & Half Day Tour

- DTJ will facilitate the Project kick-off meeting with City Staff to discuss previous planning efforts, data collection, the work plan, timeline, and process and communications protocol, and to conduct a driving tour of the City with City Staff to review key critical areas and to gain insight into Dripping Springs' initial vision, opportunities, and inherent challenges.

7.2 Request for Information

- DTJ will prepare a list of relevant demographic data, documents, studies, GIS data, and maps to be provided by City Staff, including recently approved plans

TASK 8: ONGOING PROJECT MANAGEMENT

8.1 Ongoing Project Management

- DTJ will conduct project management throughout the course of the Project.
- This Task includes monthly coordination and progress meetings with City Staff.

TASK 9: GIS DATA COLLECTION & ORGANIZATION

9.1 GIS Prep & Setup and GIS building

DTJ will collect from regularly available sources, organize, and prepare GIS data. Data will be based on existing digital information provided by the City and that is available within 3 months of Project

Dripping Springs Comprehensive Plan
Attachment "A" Scope of Services

initiation. If new or additional information becomes available during the process or is part of another format (PDF, Hard Copy, etc.), DTJ will update the information as part of an Additional Services Agreement.

GIS Prep and Setup includes the following:

- Create spatial data layers to include:
 - population and demographic trends
 - political jurisdictions
 - natural and cultural resources areas
 - community facilities and services

DTJ will produce eleven (11) key GIS layers to include:

1. Location Layer
2. Existing Land Use Layer
3. Future Land Use Layer
4. Character Area Layer
5. Entitlements Layer (Development Agreements/PDDs)
6. Areas Requiring Special Attention Layer
7. Natural Features Layer – Water Resources
Showing rivers and streams, wetlands, 100-year flood plain, groundwater recharge areas, and water supply basins.
8. Natural Features Layer – Conservation Areas
Showing planned Green-space areas, major parks and recreation areas, and scenic views and sites.
9. Existing Transportation Facilities Layer
Showing the road network and classifications, bicycle/pedestrian and other transportation facilities as appropriate.
10. Transportation Plan Layer
Showing the proposed improvements to the road network and other transportation facilities as appropriate (including pedestrian and bike facilities).
11. Community Service Facilities Layer
Showing existing and proposed public safety facilities, hospitals and other public health facilities, parks and recreation facilities, general governmental administrative facilities, educational facilities, libraries, and other cultural facilities within the City of Dripping Springs.

9.2 GIS Mapping

DTJ will create data overlays as part of the Comprehensive Plan to:

- Develop the Existing Land Use Plan
- Develop the Future Development Map
- Facilitate discussion in Development Committee meetings, public meetings, meetings with the staff and other officials, and future use of the Plan.

In addition:

- Mapping will be coordinated with Dripping Springs staff to ensure that the Plan addresses local priorities, as well as any regional and State-wide concerns.
- Data layers will be provided in the form of ESRI Shapefiles.
- Existing GIS data will be utilized to take advantage of the knowledge and experience currently imbedded in existing databases.

Attachment "B" Fee Scope

Attachment "B" Fee Scope

A full description of the expectation for each item is listed in the attached requested Scope of Services.

Item	Task	Task Order #1	Task Order #2
1.	Comprehensive Plan 2045 Draft <i>(includes future land use map; incorporation of existing approved plans; analysis of existing data; historic character review)</i>	\$121,175	\$47,400
2.	Public Engagement	\$28,425	\$11,200
3.	Maps with GIS Layers as described in Scope <i>(future land use map; PDD/DA map, Conditional Overlays)</i>	\$25,000	
	Anticipated reimbursable amount @ 5%	\$8,730	\$2,930
	TOTAL	\$183,330	\$61,530

Additional services can be added by written amendment to this Agreement and will be charged at DTJ's Standard Hourly Rates as listed on the next pages.

COMPENSATION AND PAYMENT FOR SERVICES

- DTJ shall be paid a Fixed Fee of \$183,330, excluding expenses, for Task Order #1 for those Basic Services outlined, with the following approximate breakdown by Project Task. You will be billed monthly, based on the percent of completion. The Reimbursable Expenses budget is anticipated at 5% of the fee, which comes to \$8,730.

Dripping Springs Comprehensive Plan						
Tasks	Fee Subtotal	Task Order #1			Task Order #2	
1. PRE-PLANNING	\$20,050	\$20,050				
2. PUBLIC PARTICIPATION PLAN	\$39,625		\$28,425			\$11,200
2.1 Primary Outreach + Engagement	\$23,425		\$23,425			
2.2 Virtual Engagement	\$5,000		\$5,000			
2.3 Visioning + Meeting-in-a-box	\$11,200					\$11,200
3. COMPREHENSIVE PLAN ELEMENTS	\$73,425	\$73,425				
4. IMPLEMENTATION PLAN	\$8,200					\$8,200
5. INITIAL MEMO AND DRAFT REPORT WRITING	\$5,500	\$5,500				
6. REPORT WRITING + PRESENTATIONS	\$21,500					\$21,500
7. INITIAL PROJECT MANAGEMENT	\$7,200	\$7,200				
8. ONGOING PROJECT MANAGEMENT	\$17,700					\$17,700
9. GIS DATA COLLECTION + ORGANIZATION + MAPPING	\$40,000	\$15,000		\$25,000		
9.1 GIS Prep & Setup and GIS building	\$25,000			\$25,000		
9.2 GIS Base Mapping	\$15,000	\$15,000				
Task Order Subtotal	\$233,200	\$121,175	\$28,425	\$25,000	\$47,400	\$11,200
Anticipated Reimbursable Expenses @ 5%	\$11,660	\$6,059	\$1,421	\$1,250	\$2,370	\$560
Project Total	\$244,860	\$127,234	\$29,846	\$26,250	\$49,770	\$11,760
Task Order Total		\$183,330			\$61,530	

**Dripping Springs Comprehensive Plan
Attachment "B" Fee Scope**

2. Any services compensated on an Hourly Basis, including Additional Services, shall be based on the hourly rates set forth in the *Standard Hourly Rate Schedule* for DTJ. Similarly, any Additional Services required of consultants or subconsultants to DTJ on the project shall be compensated on their corresponding Hourly Basis.
3. Additionally, DTJ and its consultants, if any, shall be reimbursed for expenses incurred in the interest of the project. Those prices listed shall apply to those reimbursable items produced in-house. Other expenses associated with procuring and/or producing needed item(s) or service(s) will be billed at no less than cost, and at no more than cost-plus-fifteen percent (15%). Such expenses will include but are not limited to printing, visual documentation of project graphics, postage, delivery, mileage, per diem, fax, and long-distance telephone. Airfares and other travel expenses related to the project will be billed at 1.05 times cost.
4. This Agreement anticipates DTJ's services will proceed continuously and will be completed within eleven (11) to thirteen (13) to months. If and to the extent this time is extended, or if DTJ's services are delayed or interrupted and have not been completed within this time limitation, compensation for any services rendered during the additional period of time shall be computed as an Additional Service based on the Standard Hourly Rates then in effect. Costs associated with re-starting the project after a suspension of work of thirty (30) days or longer shall be an Additional Service.

DTJ STANDARD HOURLY RATE SCHEDULE

Effective date January 2022

<u>Position</u>	<u>Rate/Hour</u>
Principal / Associate Principal	\$200 - \$300
Sr. Designer/Associate/PM	\$150 - \$225
Staff	\$80 - \$150

These rates are subject to review and adjustment in January and July of each calendar year by DTJ. DTJ shall notify Client in writing of any changes resulting from such review.

STANDARD PRICES FOR REIMBURSABLE EXPENSE ITEMS PRODUCED IN-HOUSE

Large Format Copy/Print/Scan \$0.95/s.f.	<u>Small Format Copy/Print/Scan B&W/Color</u>
Large Format Mylar Copy/Print \$8.85/s.f.	8.5 x 11 - \$0.10 ea./\$0.90 ea.
	11 x 17 - \$0.20 ea./\$1.80 ea.

Attachment "C" Project Schedule

Attachment "C" Project Schedule

The timeline for this Project is anticipated to be between eleven (11) and thirteen (13) months.

Dripping Springs Comprehensive Plan	Months 2022 + 2023												
Project Schedule	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
Task 1. PRE-PLANNING													
Task 2. PUBLIC PARTICIPATION PLAN													
Task 3. COMPREHENSIVE PLAN ELEMENTS													
Task 4. LAND USE SCENARIOS													
Task 5. IMPLEMENTATION PLAN													
Task 6. REPORT WRITING + PRESENTATIONS													
Task 7. PROJECT MANAGEMENT													
Task 8. GIS DATA COLLECTION + ORGANIZATION + MAPPING													

Attachment “D” Consultant Insurance Requirements

CITY OF DRIPPING SPRINGS PLANNING FIRM INSURANCE REQUIREMENTS

Planning Firm providing goods, materials and services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Dripping Springs as additional named insured on the General & Auto Liability coverage.
2. Provide for at least ten (10) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance where the change affects the coverage of the City as an additional named insured.
3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.

Certificate of Insurance: Certificates of insurance evidencing all of the required insurance coverages shall be submitted with the Planning Firm’s submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is renewed or extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall also be provided to the City of Dripping Springs prior to the date the contract is renewed or extended.

Type of Contract Type and Amount of Insurance

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability with a minimum of \$500,000 Dollars combined single limit.
- Professional Services Professional Liability Insurance with a minimum of \$1 Million Dollars per claim and \$1 Million Dollars aggregate.

Project Status Report

Permits Created From 4/30/2022 to 5/30/2022

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Item # 24.

Project #	Status	Address	Description	WO #	Work Type	Specific Use	Inspection Type	WO Status	Inspector	Inspection Date
2022-46	Closed	511 Mercer St., Dripping Springs, TX 78620	Street and ROW Maint. (May WO's)	16737836	N/A	Street/Road s	Work Planned	Completed	Jim Bass	05/04/2022
				16740357	N/A	Street/Road s	Work Planned	Completed	Johnathon Hill	05/04/2022
				16774386	N/A	Street/Road s	Work Planned	Completed	Jim Bass	05/26/2022
2022-47	Closed	511 Mercer St., Dripping Springs, TX 78620	City Hall (May WO's)	16735396	N/A	N/A	Work Planned	Completed	Sonny Garza	05/11/2022
				16737850	N/A	N/A	Work Planned	Completed	Jim Bass	05/04/2022
				16798637	N/A	N/A	Work Planned	Completed	Jim Bass	05/16/2022
				16803676	N/A	N/A	Work Planned	Completed	Craig Rice	05/18/2022
				16830340	N/A	N/A	Work Planned	Completed	Johnathon Hill	05/23/2022
				16803835	N/A	N/A	Work Planned	Completed	Craig Rice	05/31/2022
2022-48	Open	419 Founders Park Rd., Founders Memorial Park, TX 78620	Founders Park (May WO's)	16737693	N/A	Parks	Work Planned	Completed	Jim Bass	05/04/2022
				16737698	N/A	Parks	Work Planned	Completed	Jim Bass	05/04/2022
				16737701	N/A	Parks	Work Planned	Completed	Jim Bass	05/12/2022
				16737710	N/A	Parks	Work Planned	Completed	Jim Bass	05/04/2022
				16737715	N/A	Parks	Work Planned	Completed	Jim Bass	05/04/2022
				16737717	N/A	Parks	Work Planned	Completed	Jim Bass	05/04/2022

2022-48	Open	419 Founders Park Rd., Founders Memorial Park, TX 78620	Founders Park (May WO's)	16774730	N/A	Parks	Work Planned	New	Jim Bass	Item # 24.
				16828247	N/A	Parks	Work Planned	New	Jim Bass	
				16860139	N/A	Parks	Work Planned	New	Sonny Garza	
				16774724	N/A	Parks	Work Planned	Completed	Jim Bass	05/12/2022
				16766408	N/A	Parks	Work Planned	Completed	Jim Bass	05/12/2022
2022-49	Open	27148 Ranch Rd 12, Sports and Rec Park, TX 78620	Sports and Rec Park (May WO's)	16860168	N/A	Parks	Work Planned	New	Johnathon Hill	
				16828380	N/A	Parks	Work Planned	Completed	Riley Sublett	05/24/2022
2022-50	Open	151 E Mercer St, VMP/Triangle, TX 78620	VMP/Triangle (May WO's)	No Work Orders on Project	N/A	Parks				
2022-51	Open	1042 Event Center Drive, Ranch House, TX 78620	Ranch House (May WO's)	No Work Orders on Project	N/A	N/A				
2022-52	Closed	1042 Event Center Drive, Dripping Springs Ranch Park, TX 78620	DSRP (May WO's)	16745646	N/A	Parks	Work Planned	Completed	Sonny Garza	05/13/2022
				16747015	N/A	Parks	Work Planned	Completed	Jim Bass	05/17/2022
				16811980	N/A	Parks	Work Planned	Completed	Jim Bass	05/20/2022
				16811912	N/A	Parks	Work Planned	Completed	Sonny Garza	05/26/2022
				16811966	N/A	Parks	Work Planned	Completed	Jim Bass	05/26/2022
2022-53	Closed	22690 Ranch to Market Rd 150, Charro Park, TX 78620	Charro Park (May WO's)	16733884	N/A	Parks	Work Planned	Completed	Jim Bass	05/03/2022
2022-54	Closed	, Fleet and Equipment, TX 78620	Fleet and Equipment (May WO's)	16828463	N/A	N/A	Work Planned	New	Sonny Garza	1041

2022-54	Closed	, Fleet and Equipment, TX 78620	Fleet and Equipment (May WO's)	16733295	N/A	N/A	Work Planned	Completed	Sonny Garza	05/11/2022 Item # 24.
				16747019	N/A	N/A	Work Planned	Completed	Sonny Garza	05/11/2022
				16773159	N/A	N/A	Work Planned	Completed	Sonny Garza	05/12/2022
				16766256	N/A	N/A	Work Planned	Completed	Riley Sublett	05/12/2022
				16762375	N/A	N/A	Work Planned	Completed	Sonny Garza	05/12/2022
				16740411	N/A	N/A	Work Planned	Completed	Sonny Garza	05/26/2022
				16743943	N/A	N/A	Work Planned	Completed	Sonny Garza	05/26/2022
				16811942	N/A	N/A	Work Planned	Completed	Sonny Garza	05/26/2022
				16811955	N/A	N/A	Work Planned	Completed	Sonny Garza	05/26/2022
				16837585	N/A	N/A	Work Planned	New	Johnathon Hill	
2022-55	Open	101 Old Fitzhugh, Stephenson Bldg., TX 78620	Stephenson Bldg (May WO's)	No Work Orders on Project	N/A	N/A				
2022-56	Open	23127 W. 150, South Regional Water Reclamation Facility , TX 78620	South Regional Water Reclamation Facility (May WO's)	16828474	N/A	N/A	Work Planned	New	Sonny Garza	

City of Dripping Springs

Monthly Maintenance Report

May 2022

Routine Maintenance

- M-F Weekly Maintenance Check list is completed in the morning
- 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
- Founders pool skimmers cleaned out
- Founders pool chemicals checked/restocked
- Founders Day prep and clean up

Additional Maintenance Completed

Parks

- VMP mowed and trimmed – 5/2
- Softball field graffiti removal – 5/3
- Charro water collection tank pump repaired – 5/3
- Founders pool ant treatment – 5/3
- Founders pool ADA lift chair installed – 5/4
- Founders pool chemical area and propane area trimmed – 5/4, 5/10, 5/27
- SRP landscape border repaired – 5/4
- Founders pool electrical repaired – 5/4
- DSRP trails mowed – 5/4
- SRP restrooms floors scrubbed – 5/5
- Founders Park dead tree removed – 5/10
- Founders Park trail debris cleaned up – 5/11
- SRP playground wasp treatment – 5/12
- Founders Pool deep clean – 5/9
- Founders Pool pump #3 repair – 5/12-5/13
- DSRP outdoor arena light breaker replaced – 5/19
- Founders Pool tile replaced – 5/20
- Founders Pool water replacement and filter media replacement – 5/13-5/28
- Founders Park playground swing repaired – 5/26

Streets

- Mercer St. Row trimmed – 5/2
- Mercer St. banner swap – 5/2
- Mercer St. street light ballasts replaced – 5/2

- Rob Shelton ROW and medians mow and litter pick up – 5/3, 5/11, 5/16-5/17
- Roger Hanks water barricades maintenance – 5/3
- Mercer St. crosswalk signs reinstalled – 5/4
- Founders Park Rd. sidewalks edged – 5/9
- Grand Prairie ROW mowed and trimmed – 5/11
- Mercer St. herbicide treatment – 5/12
- Rob Shelton herbicide treatment – 5/12
- Hays St. speed cushion removed – 5/11
- S. Roger Hanks ROW mow – 5/16
- Creek Rd. pothole repair – 5/17
- Old Hwy 290 ROW clean up – 5/20
- Old Hwy 290 SL30 signs installed – 5/25
- Old Fitzhugh SL30 sign replaced – 5/26

Facilities

- Stephenson lot mowed and trimmed – 5/2
- City Hall water run – 5/3, 5/6, 5/11, 5/16, 5/18, 5/20, 5/27
- Ranch Park water run – 5/3
- Ranch House water run – 5/3
- City Hall planning office light switch replaced – 5/4
- City Hall mowed and trimmed – 5/6, 5/19
- Ranch House a/c filters replaced – 5/6
- Stephenson bldg. herbicide treatment – 5/12
- DSRP women's restroom faucet repaired – 5/17
- Ranch House septic system treated – 5/18
- DSRP rv leak repaired – 5/19
- DSRP mens restroom light ballast replaced – 5/26

Equipment/Vehicles

- MD004 oil change – 5/6
- MD004 pm'd – 5/6, 5/13, 5/20
- Exmark mower blades replaced – 5/3
- Skid Steer sweeper attachment hydraulic hose replacement – 5/5
- Fuel tank battery charged – 5/6
- MD003 pm'd – 5/13
- Kioti Tractor #2 dropped off and picked up at shop – 5/9, 5/13
- Kizer drag repair – 5/10-5/11
- Kioti UTV steering pump leak repair – 5/11, 5/23
- Kioti Tractor #1 battery replaced – 5/13
- PW002 running boards and safety lights installed – 5/16-5/19
- Kioti Tractor #2 pm'd- 5/18
- Water wagon leak repair – 5/23
- MD002 pm-d – 5/26

Other

- HAM Radio tower moved – 5/3
- Banner grommets repaired – 5/5
- Lock out/Tag out Training – 5/5
- PPE training – 5/5
- Harassment training – 5/16
- Equipment Operations training (UTV, Tractor, Trailer Ops, Skid Steer) – 5/19
- All fleet vehicles decals swapped

SRWRF

- Facility herbicide treatment – 5/12
- Shop fans repaired – 5/13
- Old volleyball court sand moved to treatment plant – 5/20

City of Dripping Springs

Project and Work Order Report

May 2022



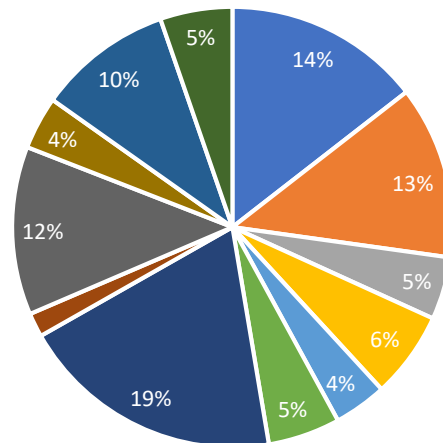
Project and Work Order Report

October 2021 - September 2022

Project Description	# of WO's	Hours Documented	% of Fiscal Year 2022 WO's	% of Fiscal Year 2022 WO Hours
Street and ROW Maint.	41	130	14%	15%
City Hall	36	96	13%	11%
Founders Park	13	44	5%	5%
Sports and Rec Park	18	85	6%	10%
VMP/Triangle	11	42	4%	5%
Ranch House	15	31.75	5%	4%
DSRP	55	135	19%	16%
Charro Park	5	13	2%	2%
Fleet and Equipment	35	107	12%	13%
Stephenson Bldg	11	52.5	4%	6%
South Regional Water Reclamation Facility	28	41.5	10%	5%
Founders Day	15	74.25	5%	9%
FY2022 Totals	283	852	100%	100%

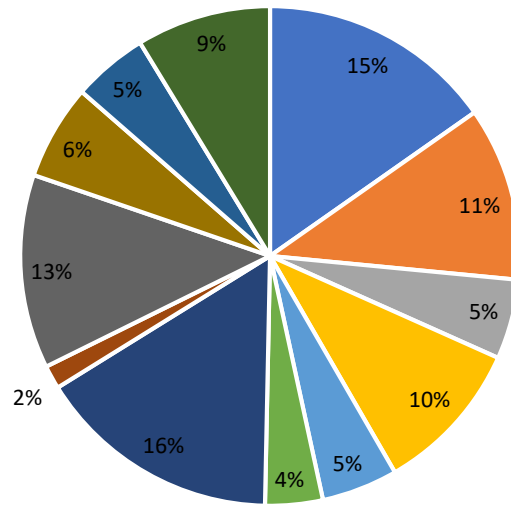
% of FY22 WO's

- Street and ROW Maint.
- City Hall
- Founders Park
- Sports and Rec Park
- VMP/Triangle
- Ranch House
- DSRP
- Charro Park
- Fleet and Equipment
- Stephenson Bldg
- South Regional Water Reclamation Facility
- Founders Day



% of FY22 WO Hours

- Street and ROW Maint.
- City Hall
- Founders Park
- Sports and Rec Park
- VMP/Triangle
- Ranch House
- DSRP
- Charro Park
- Fleet and Equipment
- Stephenson Bldg
- South Regional Water Reclamation Facility
- Founders Day



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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I. DEFINITIONS

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

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

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

City Administrator means the City Administrator of the City.

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

County means Hays County, Texas.

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

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

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

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

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

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

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

Section 2.02 District Execution of Agreement.

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

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

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

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

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

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

ARTICLE III.
AUTHORITY OF THE DISTRICT TO ISSUE BONDS

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

- (a) The purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances (including capacity or contract rights to capacity in any of the foregoing) necessary to:
 - (1) Provide a water supply for municipal uses, domestic uses, and commercial purposes;
 - (2) Collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state (other than solid waste, as defined in the Applicable Rules);
 - (3) Gather, conduct, divert, and control local storm water or other local harmful excesses of water;

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

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

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

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

Section 3.02 City Submittals; Objections.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VI.
DEVELOPMENT MATTERS**

Section 6.01 Development Matters.

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

Section 6.02 Land Uses, Density, and Open Space.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII.
MISCELLANEOUS PROVISIONS**

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

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

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

Section 7.04 Remedies.

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

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

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

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

Section 7.05 Assignment.

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

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

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

Section 7.06 Cooperation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * *

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

(Signatures on the following pages.)

COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT

CITY:

CITY OF DRIPPING SPRINGS

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

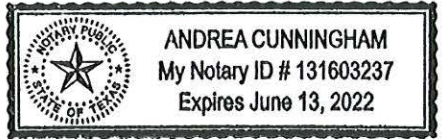
Date: 11/22/2021

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

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

Andrea Cunningham
Notary Public Signature

(Seal)



COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT

OWNERS:

Robert Mokhtarian, Individually

Robert Mokhtarian, Trustee
Edward Mokhtarian Trust

Robert Mokhtarian, Trustee
Edmund Mokhtarian Trust

THE STATE OF _____ §
 §
COUNTY OF _____ §

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

(SEAL) _____
Notary Public Signature

THE STATE OF _____ §
 §
COUNTY OF _____ §

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

(SEAL) _____
Notary Public Signature

COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT

OWNERS (continued):

740 SPORTS PARK, LLC, a Texas limited liability company

By: _____
David Denbow, President

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

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

(SEAL)

Notary Public Signature

COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT

OWNERS (continued):

Clinton Cunningham

Dawn Cunningham

THE STATE OF _____ §
 §
COUNTY OF _____ §

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

(SEAL) _____
Notary Public Signature

THE STATE OF _____ §
 §
COUNTY OF _____ §

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

(SEAL) _____
Notary Public Signature

COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT

DISTRICT:

DRIPPING SPRINGS MUNICIPAL
UTILITY DISTRICT NO. 1

By: _____,
_____, President
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

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

(SEAL)

Notary Public Signature

Description of the Land

EXHIBIT A-1

Legal Description of Mokhtarian Land (Two Tracts)

Mokhtarian Tract 1:

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

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

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

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

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

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

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

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

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

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

Mokhtarian Tract 2:

FIELDNOTE DESCRIPTION

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

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

COMMENCING for reference at iron rod with cap stamped "KCE ENG" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHCT), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1482, Page 874, OPRHCT, same being the southwest corner of that called 17.0518 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 797, Page 799, RPRHCT;

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

- 1) N 02° 13' 09" W, with the west line of said 17.0518 acre tract, 498.04 feet to a 1/4-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly southwest corner of said 85.2767 acre tract, and POINT OF BEGINNING herein;
- 2) N 02° 13' 09" W, 60.00 feet to a 1/4-inch iron rod found for a southeast adjacent corner of said 40.00 acre tract, and a most westerly northwest adjacent corner of said 85.2767 acre tract and herein, and
- 3) N 87° 46' 51" E, 859.70 feet to a 1/4-inch iron rod found on the west line of said 79.0723 acre tract, and being the northeast corner herein; and from which point, a 1/4-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 79.0723 acre tract bears N 02° 13' 09" W, 788.07 feet;

THENCE S 02° 13' 09" E, crossing said 85.2767 acre tract with said west line of 79.0723 acre tract, 60.00 feet to a 1/4-inch iron rod found on the south line of said 85.2767 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 79.0723 acre tract and southeast corner herein;

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

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

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



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

EXHIBIT A-2

Legal Description of 740 SP Land (Three Tracts)

740 SP Land Tract 1:

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

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

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

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

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

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

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

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

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

740 SP Land Tract 2:

Non-exclusive right of way and utility easement in common with other parties, as created and further described in that conveyance recorded in Volume 181, Page 171, Deed Record, Hays County, Texas.

740 SP Land Tract 3:

Non-exclusive ingress and-easement in common with other parties, as created and further described in that conveyance recorded in Document No. 18007850, Official Public Records, Hays County, Texas.

EXHIBIT A-3

Legal Description of Cunningham Land (Five Tracts)

Cunningham Tract 1:

Being 10.00 acres of land, more or less, in the P. A. SMITH SURVEY, ABSTRACT NO. 415, situated in Hays County, Texas, being that same tract conveyed in Volume 4258, Page 618, of the Official Public Records of Hays County, Texas and as more particularly described by metes and bounds as follows:

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southeast corner of that certain forty 40.00 acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide ingress and egress easement described in a deed of record in Volume 181, Page 171 of the Hays County Deed Records.

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60-D nail set in a fence corner post.

THENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the south boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.
2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the south boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:

1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are: I=15°12'13", R=689.28 feet, T=91.99 feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'54" E for 238.19 feet to an iron pin set for the northeast corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Wesson Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°45'13" W for 636.35 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

Cunningham Tract 2:

FIELD NOTES DESCRIBING A 5.000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102.3069 TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the southeast corner of a 17.0518 acre tract of land conveyed to J. C. and Mara Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.

THENCE, along the west boundary line of the above described tract, N 6°12'10" E for 560.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

THENCE, through the interior of said Main Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'53" E for 361.81 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Fleola Dousett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 636.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southwest corner of the above described Dousett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 382.61 feet to the POINT OF BEGINNING of the herein described tract containing 5.000 acres of land.

Cunningham Tract 3:

Tract 3: Easement estate as created and described in Easement Agreement dated March 16, 1960, recorded in Volume 181, Page 171, Deed Records of Hays County, Texas, and being more particularly described therein.

Cunningham Tract 4:

Tract 4: Easement estate as created and described in Ingress and Egress Easement dated February 24, 2018, recorded in Document No. 18007849, of the Deed Records of Hays County, Texas, and being more particularly described therein.

Cunningham Tract 5:

Tract 5: Easement estate as created and described in in that certain Deed of Easement dated July 31, 1993, recorded in Volume 1010, Page 53, of the Official Public Records of Hays County, Texas, and being more particularly described therein.

EXHIBIT B

Concept Plan

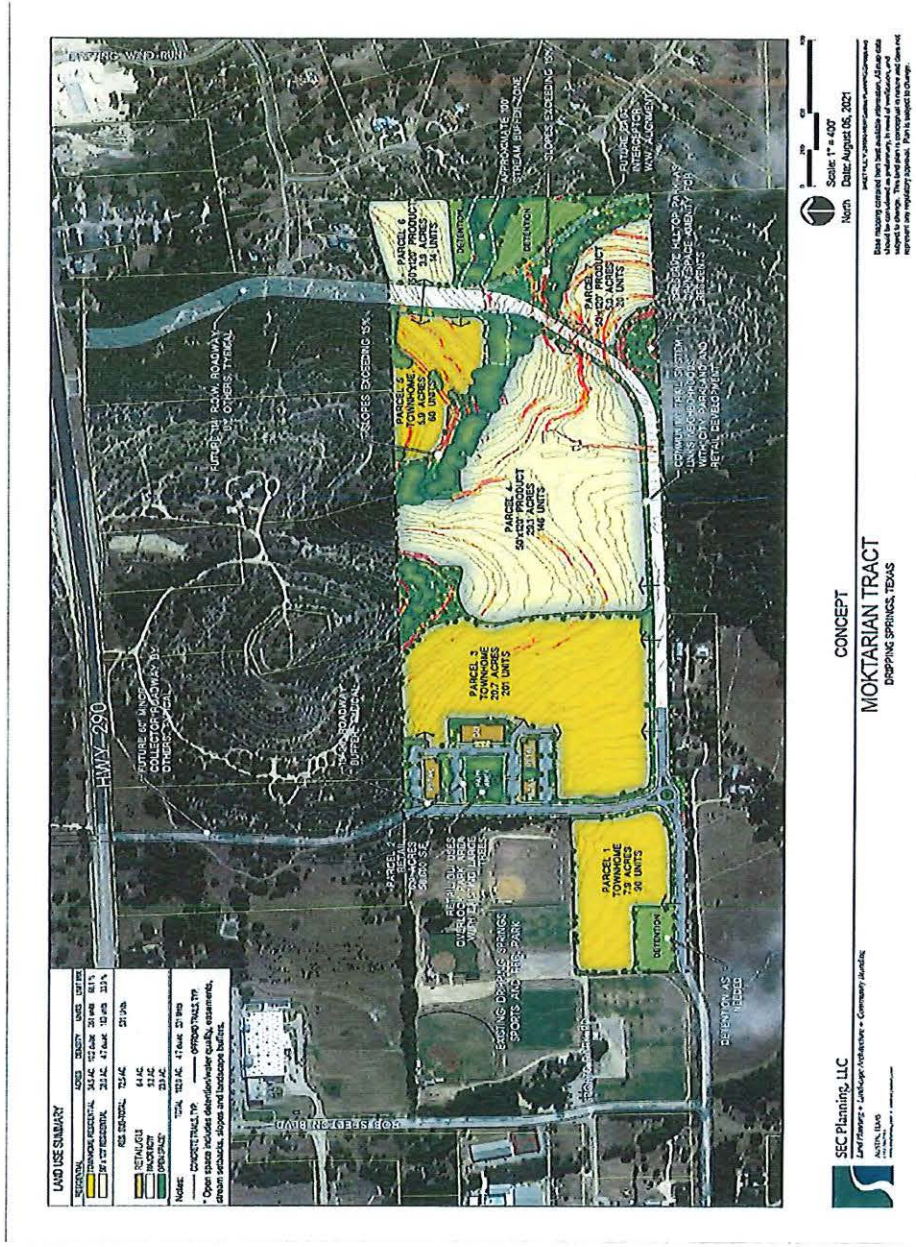


EXHIBIT C

City Consent Resolution

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2021-R33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS ("CITY"), CONSENTING TO THE CREATION OF DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1 ON THE MOKHTARIAN, CUNNINGHAM, AND 740 SPORTS PARK TRACTS FOR THE VILLAGE GROVE SUBDIVISION; PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, pursuant to Section 42.042 of the Texas Local Government Code and Section 54.016 of the Texas Water Code, Robert Mokhtarian, Individually; Robert Mokhtarian, Trustee for Edward Mokhtarian; Robert Mokhtarian, Trustee for Edmund Mokhtarian; 740 Sports Park, LLC, a Texas limited liability company; and Clinton D. Cunningham and Dawn Cunningham (collectively, the "Owners") have submitted to the City the petition attached as Exhibit "A" to this Resolution (the "Petition") requesting the City's consent to the creation of Dripping Springs Municipal Utility District No. 1 (the "District") over the land more particularly described in the Petition (the "Land"), which, at the time of submission of the Petition, was located within the City's extraterritorial jurisdiction but proposed to be annexed into the corporate boundaries of the City; and

WHEREAS, the City has annexed the Land proposed to be included in the District; and

WHEREAS, the City and Owners have negotiated an Agreement Concerning Creation and Operation of Dripping Springs Municipal Utility District No. 1; and

WHEREAS, following review of the Petition and Agreement, the City desires to grant the Petition and consent to the creation of the District over the Land, now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, THAT:

SECTION 1. CONSENT

The City, in reliance upon statements in the Petition regarding the Petitioners' ownership of the Land in the District, hereby grants the Petition and, in accordance with Section 42.042 of the Texas Local Government Code and Section 54.016 of the Texas Water Code, specifically gives its written consent to the creation of the District over the Land.

That the Mayor of the City is hereby authorized to execute the Agreement Concerning Creation and Operation of Dripping Springs Municipal Utility District No. 1 and that the City Secretary is hereby authorized to attest such execution for and on behalf of the City.

SECTION 2. EFFECTIVE DATE


This Resolution shall be in full force and effect from and after its passage on the date shown below.

SECTION 3. OPEN MEETINGS

The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, *Texas Government Code*, as amended.

PASSED & APPROVED this, the 19th day of October 2021, by a vote of 3 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:



Bill Foulds, Jr., Mayor

ATTEST:



Andrea Cunningham, City Secretary

City of Dripping Springs

SEP 24 2021

PETITION FOR CONSENT TO CREATION OF DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1 Rec'd by City Secretary

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS:

The undersigned (collectively, the "Petitioners"), holding title to the land described below (the "Land") and acting pursuant to the provisions of Chapters 49 and 54 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, respectfully petition the City Council of the City of Dripping Springs, Texas (the "City") for its written consent to the creation of a municipal utility district over the Land and, in support of this Petition, would show the following:

I.

The name of the proposed district is DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1 (the "District").

II.

The District will be created and organized under the terms and provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto. It is proposed that the District be granted road powers under the authority of Article III, Section 52 of the Texas Constitution.

III.

The Land proposed to be contained within the District is a total of 112.2903 acres of land, more or less, situated in Hays County, Texas, more particularly described on Exhibit A attached hereto and incorporated herein by reference. All of the Land is currently located within the extraterritorial jurisdiction of the City; however, Petitioners intend to voluntarily request that the Land be annexed into the corporate boundaries of the City prior to creation of the District. The Land may be properly be included within the District.

IV.

Petitioners hold title to the Land proposed to be included within the District and are the owners of a majority in value of such Land, as indicated by the tax rolls of Hays County, Texas. The only lienholder on the Land, PlainsCapital Bank, has consented to the creation of the District as evidenced by the Certificate of Lienholder's Consent attached as Exhibit B.

V.

The general nature of the work proposed to be done by the District, as contemplated at the present time, is the design, construction, acquisition, improvement, extension, financing, and issuance of bonds: (i) for maintenance, operation, and conveyance of an adequate and efficient water works and sanitary sewer system for domestic and commercial purposes; (ii) for maintenance, operation, and conveyance of works, improvements, facilities, plants, equipment, and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate, and amend local storm waters or other harmful excesses of waters; (iii) for conveyance of roads and improvements in aid of roads; and (iv) for maintenance, operation, and

{W1068793.2}

conveyance of such other additional facilities, systems, plants, and enterprises as may be consistent with any or all of the purposes for which the District is created.

VI.

There is a necessity for the above-described work because there is not now available within the area an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, or roadway system to serve the Land, which will be developed for a mix of single-family residential, multi-family residential, and commercial uses. The health and welfare of the present and future inhabitants of the area and of the adjacent areas require the purchase, design, construction, acquisition, ownership, operation, repair, improvement, and extension of an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, and roadway system. A public necessity therefore exists for the creation of the District, in order to provide for the purchase, design, construction, acquisition, ownership, operation, repair, improvement, and extension of a waterworks system, sanitary sewer system, drainage and storm sewer system, and roadway system to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

A preliminary investigation has been made to determine the cost of the proposed District's projects, and it is now estimated by the Petitioners, from such information as is available at this time, that such cost will be approximately \$23,643,904.00.

VIII.

Petitioners, by submission of this Petition, request the City's consent to the creation of the District, as described in this Petition.

Petitioners request that this Petition be heard and that the City Council duly pass and approve an ordinance or resolution granting its consent to the creation of the District and authorizing the inclusion of the Land within the District.

EXECUTED on the date or dates indicated below, to be effective the 16th day of September, 2021.

PETITIONERS:

As to the 79.0723 acres described in Exhibit A-1 and the 1.18 acres described in Exhibit A-2

By: [Signature]
Robert Mokhtarian, Individually

By: [Signature]
Robert Mokhtarian, Trustee
Edward Mokhtarian Trust

By: [Signature]
Robert Mokhtarian, Trustee
Edmund Mokhtarian Trust

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Robert Mokhtarian, individually.

See attached certificate

Notary Public Signature

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Robert Mokhtarian, Trustee of the Edward Mokhtarian Trust on behalf of said Trust.

See attached certificate

Notary Public Signature

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Robert Mokhtarian, Trustee of the Edmund Mokhtarian Trust on behalf of said Trust.

See attached certificate

Notary Public Signature

(SEAL)

{W1068793.2}

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On September 15, 2021 before me, Narciso Meza, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Robert Mokhtarian
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Narciso Meza
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Petition For Consent To Creation of Dripping Springs Municipal Utility Distric Document Date: Sept. 15 2021
Number of Pages: 5 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Mokhtarian
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney In Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney In Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

PETITIONERS (continued):

As to the 17.038 acres described in Exhibit A-3

740 Sports Park, LLC, a Texas limited liability company

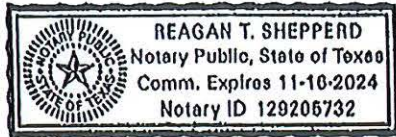
By: 
David Denbow, President

THE STATE OF TEXAS §
 §
COUNTY OF Hays §

This instrument was acknowledged before me on the 10 day of September, 2021, by David Denbow, President of 740 Sports Park, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)


Notary Public Signature



PETITIONERS (continued):

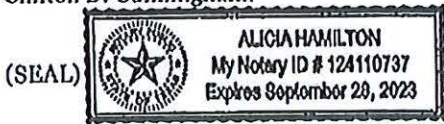
As to the 10.00 acres described in Exhibit A-4 and the 5.000 acres described in Exhibit A-5

By: 
Clinton D. Cunningham

By: 
Dawn Cunningham

THE STATE OF TEXAS §
 §
COUNTY OF Hays §

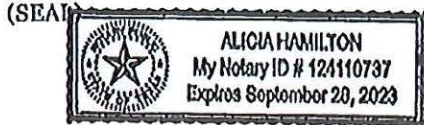
This instrument was acknowledged before me on the 17th day of September 2021, by Clinton D. Cunningham.




Notary Public Signature

THE STATE OF TEXAS §
 §
COUNTY OF Hays §

This instrument was acknowledged before me on the 17th day of September 2021, by Dawn Cunningham.




Notary Public Signature

{W1060793.2}

EXHIBIT A

The approximately 112.2903 acres of land consisting of the 79.0723 acres of land more particularly described on the attached Exhibit A-1; the 1.18 acres of land more particularly described on the attached Exhibit A-2; the 17.038 acres of land more particularly described on the attached Exhibit A-3; the 10.00 acres of land more particularly described on the attached Exhibit A-4; and the 5.000 acres of land more particularly described on the attached Exhibit A-5.

EXHIBIT A-1

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE G.H. MALOIT SURVEY AND THE BENJAMIN F. HIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO HAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 705, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron pin found at the Northeast corner of that certain 40.00 acre tract of land conveyed to Dripping Springs Independent School District by Deed Recorded in Volume 646, Page 731 of the Hays County, Texas Deed Records, said point being situated at the most Northerly Northwest corner of said 85.2757 acre tract.

THENCE, along the fenced North boundary line of said 85.2757 acre tract, same being the South boundary line of that certain tract of land conveyed to Robert F. Shelton by deed recorded in Volume 143, Page 16 of the Hays County, Texas Deed Records, the following three (3) courses:

1. S 89°27'58" E for 465.05 feet to an iron pin found.
2. S 89°29'16" E for 2496.82 feet to a 60# nail found.
3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 10° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lillian Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

THENCE, along the fenced North boundary line of said 82.02 acre tract, N 89°45'13" W for 1821.90 feet to an iron pin found at the Southeast corner of that certain 10.00 acre tract of land conveyed to Gary and Fivola Dought by deed recorded in Volume 795, Page 782 of the Hays County, Texas Deed Records.

THENCE, along the East boundary line of said 10.00 acre tract, N 2°49'06" E for 691.47 feet to an iron pin found on the South boundary line of a proposed sixty (60) foot wide street.

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.
2. An arc distance of 182.90 feet along a curve to the left whose elements are: L = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.
3. S 77°36'53" W for 1026.64 feet to an iron pin found.
4. An arc distance of 120.16 feet along a curve to the right whose total elements are: L = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.
5. An arc distance of 91.72 feet along a curve to the right whose elements are: L = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 07°03'15" W for 91.69 feet to an iron pin found.

THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.



EXHIBIT A-2

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 80 FEET (00') IN WIDTH, TOTALING 1.10 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 2B, A-416, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 86.2767 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 768, PAGE 808, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHOY), LESS THAT CALLED 70.0723 ACRE TRACT SEVERED FROM SAID 86.2767 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEU TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 840, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.10 ACRE STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Foot, Reference Frame: NAD_83(2011) (Epoch: 2010.0000); Combined Scale Factor: 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are surface.

COMMENCING for reference at iron rod with one stamped "KC ENC" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHOY), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1482, Page 874, OFFICIAL, same being the southwest corner of that called 17.0818 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mary Cardwell, of record in Volume 767, Page 709, RPRHOY;

THENCE N 02° 19' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

- 1) N 02° 19' 09" W, with the west line of said 17.0818 acre tract, 408.64 feet to a 1/2-inch iron rod found for the northwest corner of said 17.0818 acre tract, same being the westerly northwest corner of said 86.2767 acre tract, and POINT OF BEGINNING hereof;
- 2) N 02° 19' 09" W, 80.00 feet to a 1/2-inch iron rod found for a southeast reentrant corner of said 40.00 acre tract, and a most westerly northwest reentrant corner of said 86.2767 acre tract and hereof, and
- 3) N 87° 40' 51" E, 859.70 feet to a 1/2-inch iron rod found on the west line of said 70.0723 acre tract, and being the northern corner hereof; and from which point, a 1/2-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 70.0723 acre tract bears N 02° 19' 09" W, 788.07 feet;

THENCE S 02° 19' 09" E, crossing said 86.2767 acre tract with said west line of 70.0723 acre tract, 80.00 feet to a 1/2-inch iron rod found on the south line of said 86.2767 acre tract, same being the north line of said 17.0818 acre tract, for a southwest corner of said 70.0723 acre tract and southeast corner hereof;

THENCE S 87° 40' 51" W, with the south line of said remainder tract, and north line of said 17.0818 acre tract, 859.70 feet to the POINT OF BEGINNING containing 1.10 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Accuracy Survey 17677-01.dwg

Surveyed by: Staudt Surveying, Inc.
P.O. Box 1273
10740 Fitzhugh Road, Ste. 102
Dripping Springs, Texas 78620
612-000-2230
Plan Registration No.: 10001700



Bryan D. Nowotko 12 November 2017
Bryan D. Nowotko Registered Professional Land Surveyor No. 6887 Date

EXHIBIT A-3

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an Iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch Iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHC.T.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 869.69 feet to a ½ inch Iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 78.0723 acre tract as described in Volume 1128, Page 849 O.P.R.,H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 78.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N81°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N76°43'32"E, for a distance of 441.06 feet to a ½ inch Iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.,T.H.C.T.;

THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 580.13 feet to a ½ inch Iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00 acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 368.71 feet to a ½ inch Iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°36'01"E, for a distance of 69.68 feet to a ½ inch Iron rod with cap stamped "AST" set;
3. S88°18'03"W, , at a distance of 160.23 pass a ½ inch Iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the POINT OF BEGINNING and containing 17.038 acres of land, more or less.

EXHIBIT A-4

Oak Hill Surveying Co., Inc.
 6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

May 25, 1989

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE F. A. SHEDDEN LEAGUE IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southwest corner of that certain forty (40.00) acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide ingress and egress easement described in a deed of record in Volume 101, Page 171 of the Hays County Deed Records.

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Meason by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60-0 nail set in a fence corner post.

THENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the north boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.
2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the north boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:

1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are: $r=15^{\circ}12'13"$, $R=689.28$ feet, $T=91.99$ feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'54" E for 238.19 feet to an iron pin set for the northeast corner of the herein described tract.

{W1068793.2}

Exhibit A-4 - Page 1 of 2

City of Dripping Springs
 Resolution No. 2021-R33
 City of Dripping Springs
 MUD Creation & Operation Agreement

Dripping Springs MUD No. 1 Consent
 Page 14 of 18
 Dripping Springs MUD No. 1
 Page 46 of 51

May 25, 1909
Re: 10.00 acre tract
Page 2

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Wesson Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°49'13" W for 636.33 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


J. H. Galt
Surveyor
State of Missouri
No. 22,000
1909

Job 01646

Updated

9-3-93

EXHIBIT A-5

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

June 14, 1990

FIELD NOTES DESCRIBING A 5,000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEASUR IN HAYS COUNTY, TEXAS, SAID 5,000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102,3069 TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5,000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY NOTES AND BOUNDARIES AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the southeast corner of a 17,0518 acre tract of land conveyed to J. G. and Nora Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.

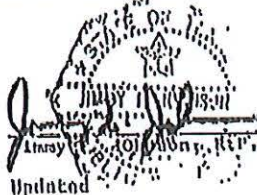
THENCE, along the east boundary line of the above described tract, N 6°12'10" E for 560.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17,0518 acre Cardwell Tract.

THENCE, through the interior of said Main Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'53" E for 361.81 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Elena Bennett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 636.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southeast corner of the above described Bennett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 302.61 feet to the POINT OF BEGINNING of the herein described tract containing 5,000 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


Surveyor of Hays County, Texas, No. 04010
Printed 9-3-93

Job #1651

EXHIBIT B

CERTIFICATE OF LIENHOLDER'S CONSENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

PlainCapital Bank, Texas state bank, being the lienholder on a portion of the land that is proposed to be included in Dripping Springs Municipal Utility District No. 1, as described by metes and bounds on the attached Exhibit "1", hereby consents to the Petition for Creation of Dripping Springs Municipal Utility District No. 1 signed by Robert Mokhtarian, Individually; Robert Mokhtarian, Trustee for Edward Mokhtarian Trust; Robert Mokhtarian, Trustee for Edmund Mokhtarian; David Denbow, President of 740 Sports Park, LLC, a Texas limited liability company; and Clinton D. Cunningham and Dawn Cunningham concerning such land.

WITNESS MY HAND effective as of the 10th day of SEPTEMBER, 2021.

PlainsCapital Bank, a Texas state bank

By: [Signature]
Printed Name: Tommy Ward
Title: Vice President
Date: 9-10-21

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was executed before me on this 10th day of September, 2021, by Tommy WARD, VICE PRESIDENT of PlainsCapital Bank, a Texas state bank, on behalf of said bank.



[Signature]
Notary Public Signature

EXHIBIT "1"

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an Iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch Iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHCT.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 859.59 feet to a ½ inch Iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R.H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N01°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N76°43'32"E, for a distance of 441.05 feet to a ½ inch Iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4268, Page 618 O.P.T.H.C.T.;

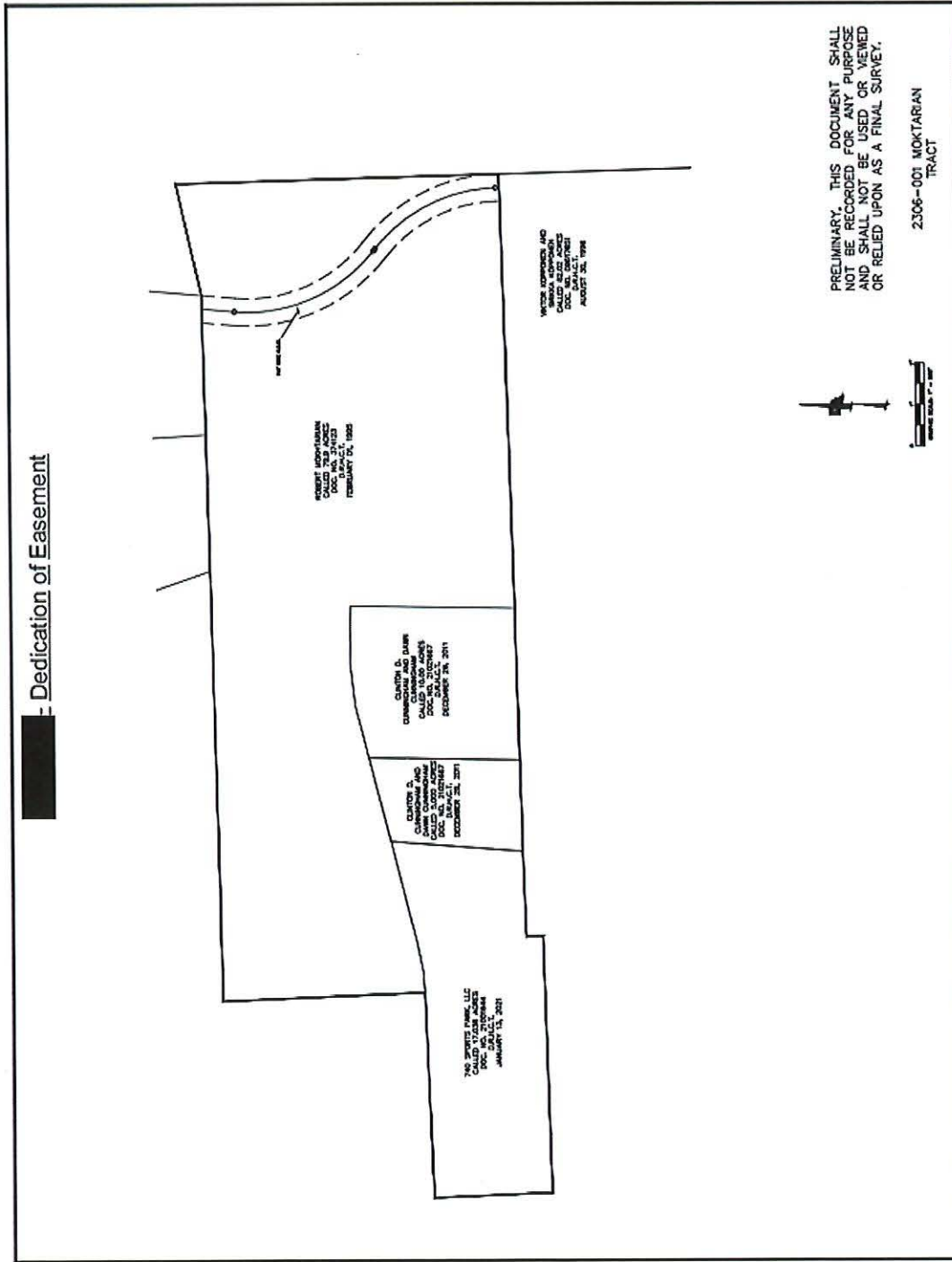
THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 580.13 feet to a ½ inch Iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00 acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch Iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch Iron rod with cap stamped "AST" set;
3. S88°18'03"W, , at a distance of 150.23 pass a ½ inch Iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the POINT OF BEGINNING and containing 17.038 acres of land, more or less.

EXHIBIT D

Easement Dedications



CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2021-41

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNERS APPROXIMATELY 111.1103 ACRES OF LAND INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF DRIPPING SPRINGS, TEXAS INCLUDING THE FOLLOWING: FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY; AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Dripping Springs (“City”) is a Type-A, General Law municipality located in Hays County, Texas with the rights and privileges thereto; and

WHEREAS, Section 43.0671 of the Texas Local Government Code authorizes a Type-A general law municipality to extend the boundaries of the municipality and annex area adjacent to the municipality by petition of area landowners in accordance with the procedural rules prescribed by Texas Local Government Code Chapter 43; and

WHEREAS, the City received a written petition from Clinton Cunningham and Dawn Cunningham requesting the voluntary annexation of the area described in Exhibit “A” on September 30, 2021; and

WHEREAS, the area identified in Exhibit “A”, 15 acres located in the P.A. Smith League, Hays County, Texas, is adjacent and contiguous to the city limits; and

WHEREAS, the City received a written petition from 740 Sports Park LLC, requesting the voluntary annexation of the area described in Exhibit “B” on October 1, 2021; and

WHEREAS, the area identified in Exhibit “B”, 17.038 acres located in the P.A Smith League, Hays County, Texas, is adjacent and contiguous to the city limits; and

WHEREAS, the City received a written from petition Robert Mokhtarian individually and as Trustee for Edward Mokhtarian, and as Trustee for Edmund Mokhtarian requesting the voluntary annexation of the area described in Exhibit “C” on October 12, 2021; and

WHEREAS, the area identified in Exhibit “C”, 79.0723 acres of the P.A. Smith League Survey, the C.H. Malott Survey and the Benjamin F. Mims Survey No. 8, Hays County, Texas, is adjacent and contiguous to the city limits; and

WHEREAS, the City Council granted the petitions and allowed City staff to proceed with negotiating the service agreement with the property owners, in accordance with Section 43.0672 of Texas Local Government Code; and

WHEREAS, the City Council conducted a public hearing and considered testimony regarding

the annexation of the property, in accordance with Section 43.0673 of Texas Local Government Code on October 19, 2021; and

WHEREAS, the City Council deems it to be in the best interest of the citizens of the City to annex said territory into the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS:

1. FINDINGS OF FACT

All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of Dripping Springs, Texas, and are hereby approved and incorporated into the body of this Ordinance as if copied herein in their entirety.

2. ANNEXATION OF TERRITORY

- A. The property in the area described in Exhibit “A”, “B” and “C”, which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Dripping Springs, and is made an integral part, hereof.
- B. The official map and boundaries of the City of Dripping Springs are hereby amended and revised so as to include the area annexed, and to reflect the expansion of the City’s extraterritorial jurisdiction resulting from such annexation.
- C. An annexation agreement was executed prior to the annexation approval in accordance with Section 43.0672 of Texas Local Government Code and is attached hereto as part of Exhibit “A”, “B” and “C” and incorporated herein for all intents and purposes.
- D. The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City of Dripping Springs and are hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

3. EFFECTIVE DATE

This ordinance is effective, and the annexation achieved herein shall be final and complete upon adoption of this Ordinance on the date set forth below.

4. FILING

- A. The City Secretary is hereby instructed to include this Ordinance in the records of the City.
- B. The City Secretary is hereby instructed to have prepared maps depicting the new municipal

boundaries and extraterritorial jurisdiction.

- C. The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Hays County Clerk.
- D. The City Secretary is hereby instructed to submit by certified mail a certified copy of the annexation ordinance a map of the entire city that shows the change in boundaries, with the annexed portion clearly distinguished, resulting from the annexation to the Texas Comptroller's Office.

5. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

6. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED this the 19th day of October 2021, by a vote of 3 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of the City of Dripping Springs, Texas.

THE CITY OF DRIPPING SPRINGS:



Bill Foulds Jr.

 Bill Foulds Jr.

ATTEST:

Andrea Cunningham

 Andrea Cunningham, City Secretary

EXHIBIT “A”

**PETITION REQUESTING ANNEXATION OF TERRITORY
IN WHICH THERE ARE FEWER THAN THREE VOTERS**

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.

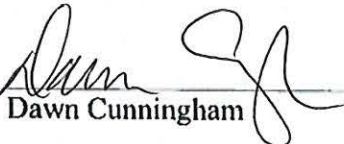
The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Dated: October 18, 2021.



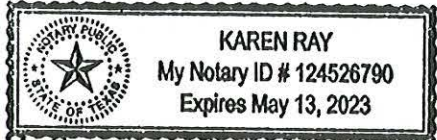
Clinton Cunningham



Dawn Cunningham

STATTE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me on October 18 2021 by Clinton Cunningham and Dawn Cunningham.





Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A

Property Legal Description:

Tract 1:

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

May 25, 1989

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE P. A. SHERIDAN LEAGUE IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southeast corner of that certain forty (40.00) acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide increase and egress easement described in a deed of record in Volume 181, Page 171 of the Hays County Deed Records.

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Henson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60-0 nail set in a fence corner post.

THENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the south boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.
2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the south boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:

1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are: $I=15^{\circ}12'13''$, $R=689.28$ feet, $T=91.99$ feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'56" E for 230.19 feet to an iron pin set for the northeast corner of the herein described tract.

May 25, 1989
Re: 10.00 acre tract
Page 2

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Wesson Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°45'13" W for 636.35 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


Jimmy I. Johnson
State of Texas License #4018
Surveyor

Job #1646

Updated

9-3-93

Tract 2:

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

June 14, 1990

FIELD NOTES DESCRIBING A 5.000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102.3069 TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the southeast corner of a 17.0518 acre tract of land conveyed to J. C. and Hara Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.


THENCE, along the west boundary line of the above described tract, N 6°12'10" E for 60.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

THENCE, through the interior of said Main Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'53" E for 361.81 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Fleola Dousett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 636.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southwest corner of the above described Dousett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 302.61 feet to the POINT OF BEGINNING of the herein described tract containing 5.000 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


Jimmy R. Gibson, R.P.S. 74018
Updated 9-3-93

Job #1651

EXHIBIT “B”

**PETITION REQUESTING ANNEXATION OF TERRITORY
IN WHICH THERE ARE FEWER THAN THREE VOTERS**

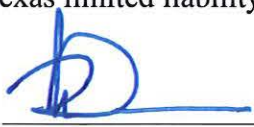
TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Dated: 10/1, 2021.

740 Sports Park, LLC
A Texas limited liability company

By: 
Name: David Denbow
Title: Manager

STATTE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me on October 1st, 2021 by David Denbow, Manager of 740 Sport Park, a Texas limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas

My Commission Expires: 11-16-2024

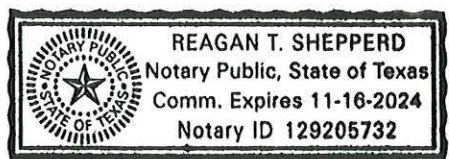


EXHIBIT A

Property Legal Description:

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHCT.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 859.59 feet to a ½ inch iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R.,H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N61°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N75°43'32"E, for a distance of 441.05 feet to a ½ inch iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 560.13 feet to a ½ inch iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00-acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch iron rod with cap stamped "AST" set;
3. S88°18'03"W, , at a distance of 150.23 pass a ½ inch iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the POINT OF BEGINNING and containing 17.038 acres of land, more or less.

EXHIBIT “C”

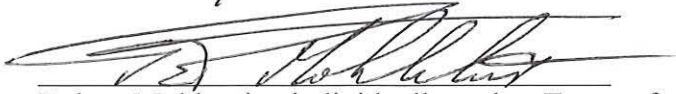
**PETITION REQUESTING ANNEXATION OF TERRITORY
IN WHICH THERE ARE FEWER THAN THREE VOTERS**

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Dated: 10/12, 2021.



Robert Mokhtarian individually and as Trustee for Edward Mokhtarian, and Robert Mokhtarian Trustee for Edmund Mokhtarian

STATTE OF CALIFORNIA

COUNTY OF Los Angeles

This instrument was acknowledged before me on 10-12, 2021 by Robert Mokhtarian, Robert Mokhtarian Trustee for Edward Mokhtarian, and Robert Mokhtarian Trustee for Edmund Mokhtarian.

A. Valadez
Notary Public, State of California

My Commission Expires: 09-23-2024

See attached CA Acknowledgment
10-12-2021 A-V,

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

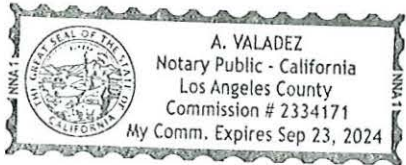
On 10-12-2021 before me, A. Valadez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert Mokhtarian
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature A. Valadez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Petition Requesting Annexation of Territory
Title or Type of Document: Document Date: 10-12-2021
Number of Pages: 1 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
[] Corporate Officer -- Title(s):
[] Partner -- [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:

Signer's Name:
[] Corporate Officer -- Title(s):
[] Partner -- [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:

EXHIBIT A

Property Legal Description:

Tract 1:

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE C.H. MALOTT SURVEY AND THE BENJAMIN F. MIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron pin found at the Northeast corner of that certain 40.00 acre tract of land conveyed to Dripping Springs Independent School District by Deed Recorded in Volume 646, Page 731 of the Hays County, Texas Deed Records, said point being situated at the most Northerly Northwest corner of said 85.2757 acre tract.

THENCE, along the fenced North boundary line of said 85.2757 acre tract, same being the South boundary line of that certain tract of land conveyed to Robert F. Shelton by deed recorded in Volume 143, Page 16 of the Hays County, Texas Deed Records, the following three (3) courses:

1. S 89°27'58" E for 465.05 feet to an iron pin found.
2. S 89°29'16" E for 2496.82 feet to a 60#D¹ nail found.
3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 0° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lidia Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

THENCE, along the fenced North boundary line of said 82.02 acre tract, N 89°45'13" W for 1821.90 feet to an iron pin found at the Southeast corner of that certain 10.00 acre tract of land conveyed to Gary and Fioela Doucet by deed recorded in Volume 795, Page 782 of the Hays County, Texas Deed Records.


THENCE, along the East boundary line of said 10.00 acre tract, N 2°49'06" E for 691.47 feet to an iron pin found on the South boundary line of a proposed sixty (60) foot wide street.

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.
2. An arc distance of 182.90 feet along a curve to the left whose elements are: I = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.
3. S 77°36'53" W for 1026.64 feet to an iron pin found.
4. An arc distance of 120.16 feet along a curve to the right whose total elements are: I = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.
5. An arc distance of 91.72 feet along a curve to the right whose elements are: I = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 87°03'15" W for 91.69 feet to an iron pin found.

THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.



 JIMMY F. JOHNSON, R.P.L.S. #4018

Tract 2:

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 60-FEET (60') IN WIDTH, TOTALING 1.18 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 26, A-416, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 86.2767 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 788, PAGE 808, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHCT), LESS THAT CALLED 79.0723 ACRE TRACT SEVERED FROM SAID 86.2767 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 849, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.18 ACRE STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Feet, Reference Frame: NAD_83(2011)(Epoch:2010.0000); Combined Scale Factor: 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are surface.

COMMENCING for reference at iron rod with cap stamped "KC ENG" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHCT), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1462, Page 671, OPRHCT, same being the southwest corner of that called 17.0518 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 797, Page 709, RPRHCT;

THENCE N 02° 13' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

- 1) N 02° 13' 09" W, with the west line of said 17.0518 acre tract, 498.84 feet to a 1/4-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly southwest corner of said 86.2767 acre tract, and POINT OF BEGINNING herein;
- 2) N 02° 13' 09" W, 60.00 feet to a 1/4-inch iron rod found for a southeast reentrant corner of said 40.00 acre tract, and a most westerly northwest salient corner of said 86.2767 acre tract and herein, and
- 3) N 87° 48' 51" E, 859.70 feet to a 1/4-inch iron rod found on the west line of said 79.0723 acre tract, and being the northeast corner herein; and from which point, a 1/4-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 79.0723 acre tract bears N 02° 13' 09" W, 788.07 feet;

THENCE S 02° 13' 09" E, crossing said 86.2767 acre tract with said west line of 79.0723 acre tract, 60.00 feet to a 1/4-inch iron rod found on the south line of said 86.2767 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 79.0723 acre tract and southeast corner herein;

THENCE S 87° 48' 51" W, with the south line of said remainder tract, and north line of said 17.0518 acre tract, 859.70 feet to the POINT OF BEGINNING containing 1.18 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Boundary Survey 17077-01.dwg

Surveyed by: Staudt Surveying, Inc.
P.O. Box 1273
16740 Fitzhugh Road, Ste. 102
Dripping Springs, Texas 78620
512-868-2238
Firm Registration No.: 10091700



Bryan D. Newsome 13 November 2017
Bryan D. Newsome Registered Professional Land Surveyor No. 5657 Date