



# CITY COUNCIL REGULAR MEETING

## City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX  
Tuesday, September 21, 2021 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 April Harris Allison  
Council Member Place 5 Sherrie Parks

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

City Administrator Michelle Fischer  
Deputy City Administrator Ginger Faught  
City Attorney Laura Mueller  
City Treasurer Shawn Cox  
City Secretary Andrea Cunningham  
Maintenance Director Craig Rice  
Programs & Aquatics Manager Mack Rusick  
DSRP Manager Emily Nelson  
Planning Director Howard Koontz  
Public Works Coordinator Aaron Reed  
IT Coordinator Misty Dean  
Communications & Marketing Director Lisa Sullivan

### 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.*

## CONSENT AGENDA

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

- 1. Approval of the September 7, 2021, City Council Workshop & Regular Meeting Minutes.**
- 2. Approval of the Appointment of Matthew Ordway to the Utility Commission for an At-Large seat with a term expiring June 30, 2023.**
- 3. Approval of the August 2021 City Treasurer's Report.**
- 4. Approval of an Ordinance updating the Dripping Springs Technical Criteria (DSTC).**
- 5. Approval of a Resolution of the City of Dipping Springs, Texas, approving and accepting a construction bond for Driftwood Creek Subdivision Phase 1 Section 3 water and wastewater.**
- 6. Approval of an Amendment to the Professional Services Agreement between the City of Dripping Springs and Keenan Smith (City Lights Design Alliance) for TIRZ Project Manager Services.**
- 7. Approval of a parking lot use, liability, and maintenance agreement for both Christmas on Mercer 2021 and Founders Day Festival 2022 city-wide events. *Sponsor: Mayor Pro Tem Manassian***
- 8. Approval of a Facility Use Agreement between the City of Dripping Springs and Lions Club regarding Christmas on Mercer 2021. *Sponsor: Mayor Por Tem Manassian***
- 9. Approval of the 2022 City of Dripping Springs Holiday Calendar.**

## BUDGET

- 10. Public hearing on the 2021 Ad Valorem Tax and Levy of 0.19 per one hundred dollars (\$100.00) of assessed valuation of all taxable property within the Corporate City Limits.**
- 11. Public hearing and consideration of approval regarding an Ordinance of the City of Dripping Springs, Texas adopting the 2021-2022 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures.**
  - a. Staff Report
  - b. Public Hearing
  - c. Ordinance

- 12.** Discuss and consider approval of a Resolution ratifying the Municipal Budget for Fiscal Year 2021-2021; funding municipal purposes; authorizing expenditures; filing of budget; repealer; severability; effective date; and proper notice.
- 13.** Discuss and consideration of approval of an Ordinance approving the 2021 Ad Valorem Tax and Levy of 0.19 per one hundred dollars (\$100.00) of assessed valuation of all taxable property within the Corporate City Limits; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.

## **BUSINESS AGENDA**

- 14.** Discuss and consider approval of a request to improve the landscaping Veterans Memorial Park adjacent to and surrounding the Welcome to Dripping Springs sign pursuant to partial lease of Veterans Memorial Park. *Sponsor: Council Member King*
- 15.** Discuss and consider approval of a License Agreement between the City of Dripping Springs and Vicky Lewis for a Cluster Mail Box Unit at 511 Mercer Street (City Hall Parking Lot) for use by Mercer Street Businesses. *Sponsor: Mayor Foulds, Jr.*
- 16.** Discuss and consider Appointments to the Founders Day Commission for the following seats and terms:
  - a. (1) At-large for an unexpired term of June 30, 2022
  - b. (1) Lions Club Representative for term of June 30, 2023
  - c. (1) Cook-Off Club Representative for term of June 30, 2023
  - d. (1) St. Martin de Porres Church Representative for term of June 30, 2023
- 17.** Public hearing and consideration of approval of an Ordinance regarding DA2020-002: an application for an Amended and Restated Development Agreement for the Anarene/Double L tract as an update to the 2015 Amended and Restated Development Agreement on RR 12 north of 290 including an increase in density, roadways, parks improvements, and related changes. *Applicant: Pablo Martinez, BGE, Inc.*
  - a. Presentation
  - b. Staff Report
  - c. Public Hearing
  - d. Amended and Restated Development Agreement
- 18.** Discuss and consider approval of an Amendment to the Wastewater Utility Service and Fee Agreement between the City of Dripping Springs and Double L Corporation. *Applicant: Pablo Martinez, BGE, Inc.*
- 19.** Discuss and consider approval of an Amendment to the Wholesale and Retail Water Agreement between the City of Dripping Springs and Double L Corporation. *Applicant: Pablo Martinez, BGE, Inc.*
- 20.** Mayoral appointment of Council Members to Areas of Oversight and City Committees. *Sponsor: Mayor Foulds, Jr.*

*Council Member Tahuahua was appointed to Transportation & Streets Oversight and the Transportation Committee at the September 7, 2021 regular meeting.*

- a. Parks & Recreation
- b. Public Health & Safety
- c. Utilities
- d. Finance
- e. Transportation & Streets
- f. Community Services
- g. Economic Development Committee
- h. Transportation Committee

## **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.*

### **21. Maintenance Director's Monthly 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.*

- 22. Deliberation of real property and consultation with city attorney related to a planning project with park and civic property near RR 12.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
- 23. Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
- 24. Consultation with City Attorney and Deliberation of Real Property regarding the extension of Roger Hanks Parkway including related agreements.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
- 25. Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Wastewater Operations, agreements related to Wastewater, the South Regional Water Reclamation Expansion Project Easement Acquisition, Wastewater Discharge Permit, and operation of the Lazy W WCID in the Extraterritorial Jurisdiction of the City of Dripping Springs.** *Consultation with City Attorney, 551.071; Deliberation regarding Real Property, 551.072*
- 26. Consultation with City Attorney regarding legal issues related to the provision of retail utility services.** *Consultation with City Attorney, 551.071*

27. **Consultation with City Attorney regarding legal issues related to ongoing developments including Rob Shelton Improvements and Texas Department of Transportation and other sources of funding related to improvements and the provision of wastewater to PDD No. 11; and, legal issues related to Bunker Ranch annexation and zoning.**  
*Consultation with City Attorney, 551.071*

## UPCOMING MEETINGS

### City Council & Board of Adjustment Meetings

October 5, 2021, at 6:00 p.m. (CC & BOA)  
October 19, 2021, at 6:00 p.m. (CC)  
November 2, 2021, at 6:00 p.m. (CC & BOA)  
November 16, 2021, at 6:00 p.m. (CC)

### Board, Commission & Committee Meetings

September 22, 2021, Economic Development Committee at 4:00 p.m.  
September 27, 2021, Transportation Committee at 3:30 p.m.  
September 28, 2021, Planning & Zoning Commission at 6:30 p.m.  
October 4, 2021, Parks & Recreation Commission at 6:00 p.m.  
October 6, 2021, DSRP Board at 12:00 p.m.  
October 7, 2021, Historic Preservation Commission at 4:00 p.m.

## ADJOURN

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

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

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com), on **September 17, 2021, at 1:30 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 REGULAR MEETING**  
**City of Dripping Springs**  
**Council Chambers, 511 Mercer St, Dripping Springs, TX**  
**Tuesday, September 07, 2021 at 6:00 PM**

---

**MINUTES**

**CALL TO ORDER AND ROLL CALL**

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

**City Council Members**

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

**Council Member absent was:**

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  
 Parks & Community Services Director Kelly Schmidt  
 Senior Planner Tory Carpenter  
 Communications Director Lisa Sullivan  
 IT Coordinator Misty Dean  
 DSRP Manager Emily Nelson  
 Planning & Zoning Commission Chair Mim James  
 Transportation Consultant Leslie Pollack

---

***WORKSHOP***

---

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

**1. Update and discussion regarding the Fiscal Year 2021-2022 Municipal Budget.**

Shawn Cox gave a presentation on the Fiscal year 2021-2022 Municipal Budget which is on file. The Mayor directed staff to schedule a special budget meeting the following week on September 15<sup>th</sup> at 5:30 p.m.

---

**CITY COUNCIL**

---

**PLEDGE OF ALLEGIANCE**

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

**PRESENTATION OF CITIZENS**

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

No one spoke during Presentation of Citizens.

**PROCLAMATIONS & PRESENTATIONS**

- 2. Approval of a Proclamation proclaiming September 15, 2021 - October 15, 2021, as "Latin American Heritage Month" in the City of Dripping Springs, Texas. Sponsors: Council Member Tahuahua & Council Member Parks**

Council Member Tahuahua read the proclamation and presented it to representatives of Dripping Springs Community Empowering Positive Change.

A motion was made by Council Member Tahuahua to approve the proclamation. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

- 3. Approval of a Proclamation of the City of Dripping Springs Proclaiming the Month of October 2021 as "Hill Country Night Sky Month." Sponsor: Mayor Bill Foulds, Jr.**

Mayor Pro Tem read the proclamation.

A motion was made by Mayor Pro Tem Manassian to approve the proclamation. Council Member King seconded the motion which carried unanimously 4 to 0.

- 4. Approval of a Proclamation proclaiming the month of September 2021, as "National Preparedness Month" in the City of Dripping Springs, Texas. Sponsor: Council Member Harris-Allison**

Council Member Harris-Allison read the proclamation.

A motion was made by Council Member Harris-Allison to approve the proclamation. Council Member Tahuahua seconded the motion which carried unanimously 4 to 0.

- 5. Approval of a Proclamation proclaiming September 17 - September 23, 2021, as "Constitution Week" in the City of Dripping Springs, Texas. Sponsors: Council Member King and Council Member Parks**

Council Member King read the proclamation and presented it Gigi Sanchez, representative of the Sarah Pound Chapter, Texas Daughters of the American Revolution.

A motion was made by Council Member King to approve the proclamation. Mayor Pro Tem Manassian seconded the motion which carried unanimously 4 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 August 12, 2021 City Council special meeting minutes.**
- 7. Approval of the August 17, 2021 City Council regular meeting minutes.**
- 8. Approval of the August 25, 2021, City Council special meeting minutes.**
- 9. Approval of a transfer of fee credit for Development Agreement application to Planned Development District Application for Wild Ridge Subdivision.**
- 10. Approval of the 2021-2022 Contractor Agreement between the City of Dripping Springs and Earth Native Wilderness School for the Tracks and Tails Program Instructor Agreement. Sponsor: Wade King**
- 11. Approval of a Resolution accepting improvements and maintenance bonds for the Founders Park parking lot extension.**

### **Filed as Resolution 2021-R27**

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda Items 6 – 11, with corrected minutes as presented for Item 8. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

## BUDGET

- 12. Public hearing and consideration of approval regarding an Ordinance of the City of Dripping Springs, Texas amending the current 2020-2021 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures.**

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

A motion was made by Mayor Pro Tem Manassian to approve an Ordinance of the City of Dripping Springs, Texas amending the current 2020-2021 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

**Filed as Ordinance 2021-33**

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

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

A motion was made by Council Member Harris-Allison to postpone approval of an Ordinance of the City of Dripping Springs, Texas adopting the 2021-2022 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures. Council Member King seconded the motion which carried unanimously 4 to 0.

Mayor Foulds, Jr. announced that the City Council will hold a public hearing on the Proposed Tax Rate for 2021 at the September 21, 2021, regular meeting at 6:00 p.m., and that an additional public hearing will be held on the proposed budget at the same meeting.

**BUSINESS AGENDA**

**14. Discuss and consider approval of a Special Event Permit Application for the Dripping Springs Pumpkin Fest to take place September 25 through October 31, 2021, at the Dr. Pound Farmstead and Utilizing Founders Memorial Park for Parking and Dumpster and Portable Toilet Placement. Sponsor: Mayor Pro Tem Manassian.**

Rey and Jenny Pack, Director of Marketing & Events Dr. Pound Historical Farmstead, presented the item.

Kelly Schmidt presented the staff report which is on file. Staff recommends approval of the application with the condition the applicant verify with city staff that the notice to neighbors letters were delivered to properties within 500 feet of Founders Memorial Park and the Dr. Pound Farmstead. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

**15. Discuss and consider approval of a Use Agreement between the City of Dripping Springs and Hell Country Productions, Inc. for the use of Dripping Springs Ranch Park grounds to host a Haunted House and Hayride attraction. Sponsor: Council Member King**

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

Aaron Sulser with Hell Country Productions, Inc. was available for questions from the City Council.

A motion was made by Council Member King to approve a Use Agreement between the City of Dripping Springs and Hell Country Productions, Inc. for the use of Dripping Springs Ranch Park grounds to host a Haunted House and Hayride attraction. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

**16. Discuss and consider approval of Sign Variance Request to allow an Orangetheory window business sign to exceed the maximum sign area allowed, located at 12680 West Highway 290, Suite 150. Applicant: Austin Fitness Group (dba Orange Theory Fitness)**

**a. Presentation** – Applicant Janelle Kenny presented the item.

**b. Staff Report** – Sign Administrator Michelle Fischer presented the staff report which is on file. Staff recommends denial of the application for sign variance.

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

**d. Variance** – A motion was made by Mayor Pro Tem Manassian to deny approval of a **Sign Variance Request to allow an Orangetheory window business sign to exceed the maximum sign area allowed, located at 12680 West Highway 290, Suite 150. Council Member Harris-Allison seconded the motion which carried 3 to 1 via roll call vote:**

Mayor Pro Tem Manassian	Aye
Council Member Tahuahua	Nay
Council Member Harris-Allison	Aye
Council Member King	Aye

**17. Public hearing and consideration of approval of VAR2021-0014: Variance Application to consider a variance to Section D107.2 from the 2018 International Fire Code for remoteness related to fire access to the development at the Overlook at Bunker Ranch Florio Tract Extension at 2004 Creek Road. Applicant: Cristina Cordoba, Civil & Environmental Consultants, Inc.**

**a. Presentation** – No presentation was given, and applicant was not present.

**b. Staff Report** – Tory Carpentar presented the staff report which is on file. Staff recommends denial of the variance application.

**c. Planning & Zoning Commission Report** – Chair James presented the report. The Commission recommended denial of the application 6 to 0.

**d. Public Hearing** – No one spoke during the Public Hearing.

**e. Variance** – A motion was made by Council Member Harris-Allison to deny approval of a Variance Application to consider a variance to Section D107.2 from the 2018 International Fire Code for remoteness related to fire access to the development at the Overlook at Bunker Ranch Florio Tract Extension at 2004 Creek Road. Council Member Tahuahua seconded the motion which carried unanimously 4 to 0.

**18. Discuss and Consider approval of the Second Amended and Restated Wastewater Utility Agreement between the City of Dripping Springs and CRTX Development, LLC.**

Ginger Faught presented the staff report which is on file. Staff recommends approval of the agreement and requests authorization to make corrections to exhibits.

A motion was made by Council Member Harris-Allison to approve the Second Amended and Restated Wastewater Utility Agreement between the City of Dripping Springs and CRTX Development, LLC and to authorize staff to clarify and make corrections to agreement exhibits. Council Member Tahuahua seconded the motion which carried unanimously 4 to 0.

**19. Public hearing and consideration of approval of an Ordinance regarding DA2020-002: an application for an Amended and Restated Development Agreement for the Anarene/Double L tract as an update to the 2015 Amended and Restated Development Agreement on RR 12 north of 290 including an increase in density, roadways, parks improvements, and related changes. Applicant: Pablo Martinez, BGE, Inc.**

**a. Presentation** -Seth Mearig with BGE gave a presentation which is on file.

**b. Staff Report** – Laura Mueller presented the staff report which is on file. Staff recommends approval of the agreement. Leslie Pollack spoke regarding transportation items and Chad Gilpin spoke regarding water quality, drainage and habitat.

**c. Planning & Zoning Commission Report** – Chair James presented the report. The Commission recommend approval 5 to 1, with Chair James opposing.

**d. Public Hearing** – The following individuals spoke in opposition to the item citing concerns regarding wildlife habitat protection to include migratory birds and endangered species, density, impervious cover, dark skies preservation, buffer sizes, quality of life to include home value, views, safety and traffic, repatriation of artifacts, noise pollution and drainage and water quality to include water quality buffer zones and Little Barton Creek watershed.

- |                  |                   |                |
|------------------|-------------------|----------------|
| Cathy Ramsey     | Rebecca Pagan     | Scott Crem     |
| Angie Collins    | Jessica Mejía     | Roger Abuzalaf |
| Heather Daoust   | Jennifer Goode    | Holly Demro    |
| Dorothy Mohammed | Anthony Rodriguez | Matt Dugan     |
| Irene Harrell    | Farrah Trussoni   | Fran Nations   |
| Lauren Hannigan  | Dave Bailey       |                |

**e. Amended and Restated Development Agreement** – The City Council considered Business Agenda Items 19 – 21 concurrently.

A motion was made by Mayor Pro Tem Manassian to postpone consideration of items 19 – 21 to the September 21, 2021, Regular City Council meeting. Council Member Tahuahua seconded the motion which carried unanimously 4 to 0.

**20. Discuss and consider approval of an Amendment to the Wastewater Utility Service and Fee Agreement between the City of Dripping Springs and Double L Corporation. Applicant: Pablo Martinez, BGE, Inc.**

*This item was postponed to the September 21, 2021, City Council regular meeting.*

**21. Discuss and consider approval of an Amendment to the Wholesale and Retail Water Agreement between the City of Dripping Springs and Double L Corporation.**

*This item was postponed to the September 21, 2021, City Council regular meeting.*

Mayor Pro Tem left dais at 9:27 p.m. and returned at 9:27 p.m.

**22. Discuss and consider approval an Ordinance Amending Section 7.2 Replatting without Vacating Chapter 28, Exhibit A Subdivision to provide clarification on covenants and restrictions requiring vacation of plats prior to replatting.**

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

A motion was made by Council Member King to approve an Ordinance Amending Section 7.2 Replatting without Vacating Chapter 28, Exhibit A Subdivision to provide clarification on covenants and restrictions requiring vacation of plats prior to replatting. Council Member Tahuahua seconded the motion which carried unanimously 3 to 0.

**File as Ordinance 2021-34**

**23. Discuss and consider the Appointment of Council Members to Areas of Oversight and City Committees. Sponsor: Mayor Bill Foulds, Jr.**

Mayor Foulds, Jr. appointed Council Member Tahuahua to Oversight of Transportation & Streets and the Transportation Committee. All other appointments will be made at the September 21, 2021, City Council regular meeting.

- a. Parks & Recreation
- b. Public Health & Safety
- c. Utilities
- d. Finance
- e. Transportation & Streets
- f. Community Services
- g. Economic Development Committee
- h. Transportation Committee

**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.*

Reports are on file and available for review upon request.

**24. Parks & Community Services July 2021 Director's Report**  
*Kelly Schmidt, PCS Director*

**25. Parks & Community Services August 2021 Director's Report**  
*Kelly Schmidt, Parks & Community Services Director*

**26. Economic Development Committee Monthly Report***Kim Fernea, EDC Chair***27. Transportation Committee Monthly Report***Travis Crow, TC Chair***EXECUTIVE SESSION AGENDA**

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

A motion was made by Council Member Tahuahua to adjourn into Executive Session under Texas Government Sections 551.071, Consultation with City Attorney and 551.072, Deliberation of Real Property, and regarding Executive Session Agenda Items 28 and 30. Council Member King seconded the motion which carried unanimously 3 to 0.

- 28. Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
- 29. Consultation with City Attorney and Deliberation of Real Property regarding the extension of Roger Hanks Parkway including related agreements.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
- 30. Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Wastewater Operations, agreements related to Wastewater, the South Regional Water Reclamation Expansion Project Easement Acquisition, Wastewater Discharge Permit, and operation of the Lazy W WCID in the Extraterritorial Jurisdiction of the City of Dripping Springs.** *Consultation with City Attorney, 551.071; Deliberation regarding Real Property, 551.072*
- 31. Consultation with City Attorney regarding legal issues related to the provision of retail utility services.** *Consultation with City Attorney, 551.071*
- 32. Consultation with City Attorney regarding legal issues related to ongoing developments including Rob Shelton Improvements and Texas Department of Transportation and other sources of funding related to improvements and the provision of wastewater to PDD No. 11; and, legal issues related to Bunker Ranch annexation and zoning.** *Consultation with City Attorney, 551.071*

The City Council met in Executive Session from 9:31 p.m. – 10:09 p.m. Mayor Pro Tem Manassian returned to the meeting at 9:36 p.m.

No vote or action was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 10:09 p.m.

## OPEN SESSION

A motion was made by Mayor Pro Tem Manassian to pull Executive Session Item 30 out of Executive Session for consideration and possible action. Council Member Tahuahua seconded the motion which carried unanimously 4 to 0.

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

A motion was made by Mayor Pro Tem to authorize staff to enter into an administrative settlement regarding a wastewater easement related to the west interceptor as discussed in Executive Session. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

## UPCOMING MEETINGS

### City Council & Board of Adjustment Meetings

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

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

October 19, 2021, at 6:00 p.m. (CC)

### Board, Commission & Committee Meetings

September 8, 2021, DSRP Board at 12:00 p.m.

September 13, 2021, TIRZ No. 1 & No. 2 Board at 4:00 p.m.

September 14, 2021, Planning & Zoning Commission at 6:30 p.m.

September 16, 2021, Farmers Market Board at 10:00 a.m.

September 16, 2021, Emergency Management Commission at 12:00 p.m.

September 22, 2021, Economic Development Committee at 4:00 p.m.

## ADJOURN

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

This regular meeting adjourned at 10:10 p.m.

**APPROVED ON:** September 21, 2021

---

Bill Foulds, Jr., Mayor

**ATTEST:**

---

Andrea Cunningham, City Secretary



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

**Submitted By:** Andrea Cunningham, City Secretary

**Council Meeting Date:** September 21, 2021

**Agenda Item Wording:** **Approval of the Appointment of Matthew Ordway to the Utility Commission for an At-Large seat with a term expiring June 30, 2023.**

**Agenda Item Requestor:** Ginger Faught, Deputy City Administrator

**Summary/Background:** The Utility Commission is a five-member advisory commission tasked with representing various citizen groups and their interests as part of the City Council's greater discussion of transportation, planning, and improvements. The Utility Commission shall assist the City in Wastewater Plant operations and reuse plans (including expansion), achieving the City's goal of 100% beneficial use and assisting the City with procedures and policies related to retail water services provided by the City.

Members of the Utility Commission are appointed by City Council with two members being nominated by the Hays Trinity Groundwater Conservation District (HTGCD), and where at least two members shall be residents of the City Limits. Members are appointed to serve a two year term.

**Current Commission**

<i>Member</i>	<i>Term</i>	<i>Seat Description</i>
<b>VACANT</b>	<b>06/30/23</b>	<b>At-Large</b>
Chuck Miller, Vice Chair	06/30/22	At-Large
<b>VACANT</b>	<b>06/30/23</b>	<b>At-Large</b>
Roger Kew	06/31/23	HTGCD Representative
Jeff Foreman	06/31/22	HTGCD Representative

There are two (2) At-Large seats for consideration. Public notice was sent for applications for appointment, and I received one application from Matthew Ordway. All other applications listed are from previous application periods

**Slate of Candidates**

<i>Applicant</i>	<i>Background Experience</i>
Matthew Ordway	Facilities Design & Construction
*Cory Kirk (2019)	Rancher
*Michael Aulick (2019)	City & Transportation Planning
*Bill Little (2019)	Utilities Planning & Development
*Wesley Pitts (2019)	Landowner
*Jeff Shaw (2019)	Managing Director Protect Our Water
*Zach West (2019)	Water & WW Project & Program Manager

\*Per City policy, applicants not appointed shall remain on file for two (2) years. These applicants were notified that their applications would be included for consideration. No responses were received from the applicants and applications are included City policy.

**Recommended Council Actions:**

Staff recommends the appointment of Matthew Ordway for a term ending June 30, 2023.

**Attachments:**

1. Application for Appointment (private)

**Next Steps/Schedule:**

1. Notify applicant of Council decision
2. Update website and master roster
3. Notify commission of appointments and send updated roster
4. Send calendar invite to appointees



**DRIPPING SPRINGS**  
Texas

---

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

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

**Date:** September 21, 2021

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

---

**General Fund:**

The General Fund received **\$1,583,603.82** in revenues for August. For August, the City received \$394,504.13 in sales tax, of which \$300,191.12 is considered City Revenues and not allocated to either the Wastewater Fund or through agreements. This represents a 22% increase over August 2020. Building Code Fees are continuing to come in strong, with approximately \$271,004.55. With August's receivables, Building Code Fees, have already exceeded their projected revenues of \$1,650,000.00. Additionally, with the collection of \$32,799.35 in Subdivision Fees, the line has exceeded its projected revenues. Site Development Fees are currently behind projections by approximately \$80,000.00. The City did receive its first installment of \$707,181.10 for Coronavirus Local Fiscal Recovery Funds (CLFRF).

Currently the Building Inspector line item is near its projected year end budget of \$1,320,000.00. As these expenditures are directly related to Building Code Fee revenues, any overages will be covered, and will not negatively affect the projected balance forward. All other General Fund expenditures are consistent with the amended budget.

**Wastewater Utility Fund:**

For August, **\$419,614.20** was received in revenues. This includes a deposit of \$69,947.65 from Headwaters MUD. This is related to the City Development Agreement with MUD regarding roads. It is anticipated this amount will be returned to Headwater MUD, per the agreement. \$78,900.83 was transferred from the General Fund for the Wastewater's portion of monthly sales tax collections.

FY21 Operation Expenditures are consistent with the FY21 amended budget.

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

**\$22,865.17** in revenues has been collected for August. \$8,398.50 was collected for Program and Event Fees and \$5,737.50 was collected Facility. Revenues are in-line with the amended budget.

FY21 Operation Expenditures are consistent with the FY21 amended budget.

**Banking:**

On August 31<sup>st</sup>, the City's cash balances were **\$19.765 Million**. This is a 6% increase from the previous month's cash balances. A total of **\$19,184.57** was collected in interest revenues for the Month of August.

## CITY OF DRIPPING SPRINGS

### ORDINANCE 2021-\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING ARTICLE 28.07 TECHNICAL CRITERIA TO ADOPT THE TECHNICAL CRITERIA, AS ATTACHED IN EXHIBIT C; AND PROVIDING FOR FINDINGS OF FACT, ADOPTION AND AMENDMENTS, A REPEALER, SEVERABILITY, AND ENFORCEMENT; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

**WHEREAS**, the City Council of the City of Dripping Springs (“City Council”) seeks to promote reasonable, sound, and efficient land use and development within the City of Dripping Springs (“City”); and

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

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

**WHEREAS**, Texas Local Government Code Chapters 211, 213, 214 and 217 grant the City certain regulation authority concerning construction, land use, nuisances, structures and development-related activities; and

**WHEREAS**, the City Council seeks to apply up-to-date regulatory systems to projects to the extent reasonably possible and within the confines of the law; and

**WHEREAS**, the City Council finds that it is in the best interest of the City and its residents to adopt the Dripping Springs Technical Criteria.

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

#### SECTION 1. FINDINGS OF FACT

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

#### SECTION 2. ADOPTION AND AMENDMENTS

The City Council adopts the Dripping Springs Technical Criteria (DSTC), as attached in Exhibit A.

Amendments to the Dripping Springs Technical Criteria may be administratively approved by the City Administrator. Any change to the Technical Criteria that is in conflict with current city ordinance must be approved by the City Council.

### **SECTION 3. REPEALER**

In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control. In the case of any conflict between the Technical Criteria and any Ordinance of the City, the Ordinance shall control. However, any reference to the Technical Criteria Standard Specifications or TCSS in the Code of Ordinances shall henceforth be a reference to the document attached as Exhibit C.

### **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 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.

### **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 21<sup>st</sup> day of September 2021, by a vote of \_\_ (ayes) to \_\_ (nays) to \_\_ (abstentions) of the City Council of Dripping Springs, Texas.**

### **CITY OF DRIPPING SPRINGS:**

---

Bill Foulds, Jr., Mayor

**ATTEST:**

---

Andrea Cunningham

*Exhibit A*

## CODE OF ORDINANCES

### Chapter 28 - SUBDIVISIONS AND SITE DEVELOPMENT

#### EXHIBIT C. TECHNICAL CRITERIA MANUAL



CITY OF DRIPPING SPRINGS  
TECHNICAL CRITERIA  
("DSTC")

## **Purpose of the Dripping Springs Technical Criteria (DSTC)**

The DSTC shall govern construction activities within the incorporated limits and the ETJ of the City of Dripping Springs.

The DSTC establishes uniform design practices; it neither replaces the need for engineering judgment nor precludes the use of any information relevant to the accomplishment of the purposes of this article. Other generally accepted or innovative and effective engineering procedures may be used in conjunction with, or instead of, those prescribed by the DSTC if approved by the city engineer.

The DSTC shall include the following Technical Design Criteria, Standard Specifications and Details.

### **SECTION 1: TRANSPORTATION FACILITIES**

1.1 The design and construction of transportation facilities and systems within the incorporated limits and the ETJ of the City shall comply with the following standards, which are incorporated herein by reference and which are modified herein:

- Hays County Subdivision and Development Regulations, as amended.  
<https://hayscountytexas.com/wpfb-file/2017-hays-county-development-regulations-pdf/>
- Hays County Specifications for Paving and Drainage Improvements, as amended.  
<https://hayscountytexas.com/download/departments/transportation/Hays-County-Adopted-Specs-13may2019.pdf>
- City of Dripping Springs Transportation Master Plan, as amended.  
<https://www.cityofdrippingssprings.com/businesses/pages/transportation-master-plan>

1.2 The City requires use of City of Austin Technical Criteria for Design Criteria, Standard Specifications and Details when appropriate Standards, as determined by the City Engineer, are not contained within City of Dripping Springs or Hays County Technical Criteria.

- City of Austin, Texas Transportation Criteria Manual, as amended;  
[https://library.municode.com/TX/Austin/codes/transportation\\_criteria\\_manual](https://library.municode.com/TX/Austin/codes/transportation_criteria_manual)
- City of Austin, Texas Standard Specifications, as amended.  
[https://library.municode.com/TX/Austin/codes/standard\\_specifications\\_manual](https://library.municode.com/TX/Austin/codes/standard_specifications_manual)
- City of Austin, Texas Standard Details, as amended.  
[https://library.municode.com/TX/Austin/codes/standards\\_manual](https://library.municode.com/TX/Austin/codes/standards_manual)

### **1.3 Definition of Transportation Systems**

Transportation systems shall include streets, traffic impact analysis, trip generation report, pavement design, sidewalks and curb ramps, driveways, clear zones and guard fences, bikeways, traffic control and parking lot layouts.

The City requires use of City of Austin Technical Criteria for Design Criteria, Standard Specifications and Details when appropriate Standards, as determined by the City Engineer, are not contained within City of Dripping Springs or Hays County Technical Criteria.

## **SECTION 2: WATER AND WASTEWATER FACILITIES**

2.1 The design and construction of water and wastewater facilities (not including On-Site Sewage Facilities) within the incorporated limits and the ETJ of the City of Dripping Springs shall comply with the service provider requirements. The design and construction of On-Site Sewage Facilities (OSSF) within the incorporated limits and the ETJ of the City of Dripping Springs, shall utilize the following standards, which are incorporated herein by reference and which are modified herein:

- Order Adopting Rules of Hays County, Texas for On-Site Sewage Facilities.  
[https://hayscountytexas.com/download/departments/development\\_services/regulations/Hays-County-On-Site-Sewage-Facility-2.8.14.pdf](https://hayscountytexas.com/download/departments/development_services/regulations/Hays-County-On-Site-Sewage-Facility-2.8.14.pdf)
- The Rules ("Design Criteria for On-Site Sewage Facilities," Texas Administrative Code 30 TAC 285.1-285.91) promulgated by the Texas Commission on Environmental Quality for on-site sewage systems.  
[https://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac\\_view=4&ti=30&pt=1&ch=285](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=30&pt=1&ch=285)

2.2 The City requires use of City of Austin Technical Criteria for Design Criteria, Standard Specifications and Details when appropriate Standards, as determined by the City Engineer, are not contained within City of Dripping Springs or the Service Provider's Technical Criteria.

- City of Austin, Texas Utilities Criteria Manual, as amended;  
[https://library.municode.com/TX/Austin/codes/utilities\\_criteria\\_manual](https://library.municode.com/TX/Austin/codes/utilities_criteria_manual)
- City of Austin, Texas Standard Specifications, as amended; and  
[https://library.municode.com/TX/Austin/codes/standard\\_specifications\\_manual](https://library.municode.com/TX/Austin/codes/standard_specifications_manual)
- City of Austin, Texas Standard Details, as amended.  
[https://library.municode.com/TX/Austin/codes/standards\\_manual](https://library.municode.com/TX/Austin/codes/standards_manual)

### **2.3 Definition of Water and Wastewater Facilities**

Water and Wastewater facilities shall include piped conveyance systems, pump stations, holding tanks and any other facilities or systems that convey or contain potable water, reuse water or wastewater.

### SECTION 3: DRAINAGE FACILITIES

3.1 The design and construction of drainage facilities and systems within the incorporated limits and the ETJ of the City of Dripping Springs shall comply with the following Hays County Technical Criteria, which are incorporated herein by reference and which are modified herein:

- Hays County Subdivision and Development Regulations, as amended.  
<https://hayscountytexas.com/wpfb-file/2017-hays-county-development-regulations-pdf/>
- Hays County Specifications for Paving and Drainage Improvements, as amended  
<https://hayscountytexas.com/download/departments/transportation/Hays-County-Adopted-Specs-13may2019.pdf>

3.2 The City requires use of City of Austin Technical Criteria for Design Criteria, Standard Specifications and Details when appropriate Standards, as determined by the City Engineer, are not contained within Hays County Technical Criteria.

- City of Austin, Texas Drainage Criteria Manual, as amended;  
[https://library.municode.com/TX/Austin/codes/drainage\\_criteria\\_manual](https://library.municode.com/TX/Austin/codes/drainage_criteria_manual)
- City of Austin, Texas Standard Specifications, as amended; and  
[https://library.municode.com/TX/Austin/codes/standard\\_specifications\\_manual](https://library.municode.com/TX/Austin/codes/standard_specifications_manual)
- City of Austin, Texas Standard Details, as amended.  
[https://library.municode.com/TX/Austin/codes/standards\\_manual](https://library.municode.com/TX/Austin/codes/standards_manual)

#### 3.3 **Definition of Drainage Facilities**

Drainage facilities shall include street drainage (piped or open channel), site drainage, bridges, culverts, stormwater detention facilities and any other facilities or systems that convey or contain stormwater.

### SECTION 4: ENVIRONMENTAL MANAGEMENT FACILITIES

4.1 The environmental assessments and the design and construction of environmental management facilities and systems within the incorporated limits and the ETJ of the City of Dripping Springs shall comply with the following standards, which are incorporated herein by reference and which are modified herein:

- TCEQ Edwards Aquifer Rules – Technical Guidance on Best Management Practices, RG-348, as amended;  
<https://www.tceq.texas.gov/publications/rg/rg-348>
- City of Austin, Texas Environmental Criteria Manual, Section 1 "Water Quality Management", as amended;  
[https://library.municode.com/TX/Austin/codes/environmental\\_criteria\\_manual](https://library.municode.com/TX/Austin/codes/environmental_criteria_manual)

- City of Austin, Texas Standard Specifications, as amended; and [https://library.municode.com/TX/Austin/codes/standard\\_specifications\\_manual](https://library.municode.com/TX/Austin/codes/standard_specifications_manual)
- City of Austin, Texas Standard Details, as amended. [https://library.municode.com/TX/Austin/codes/standards\\_manual](https://library.municode.com/TX/Austin/codes/standards_manual)

#### **4.2 Definition of Management Facilities**

Environmental management facilities shall include environmental assessments, water quality controls, temporary erosion and sedimentation controls, permanent erosion and sedimentation controls, and on-site irrigation with wastewater effluent.

### **SECTION 5: BUILDINGS**

Building construction within the incorporated limits of the City and within its ETJ, as applicable, shall comply with the Codes adopted by the City as codified in Article 24.02 of the City of Dripping Springs Code of Ordinances.

### **SECTION 6: EXCEPTIONS TO THE REFERENCED STANDARDS**

The following exceptions shall apply to the referenced Standards:

- All references to Hays County or City of Austin shall be construed to mean the City of Dripping Springs.
- All provisions and standards of the City of Dripping Springs Code of Ordinances shall be applicable and shall govern if there is a conflict with the standards referenced in Section.



**STAFF REPORT**  
**City of Dripping Springs**  
**PO Box 384**  
**511 Mercer Street**  
**Dripping Springs, TX 78602**

---

**Submitted By:** Aaron Reed, Public Works Coordinator

---

**Council Meeting Date:** September 21, 2021

**Agenda Item Wording:** **A Resolution of the City of Dipping Springs, Texas, approving and accepting a construction bond for Driftwood Creek Subdivision Phase 1 Section 3 water and wastewater**

**Agenda Item Requestor:**

---

**Summary/Background:** The Driftwood Creek Subdivision Phase 1 Section 3 has construction plans and an Engineer’s cost estimate for construction of all public improvements. Fiscal surety is being posted to the City in the form of a construction bond in the amount of the cost of the water and wastewater infrastructure to be owned and operated by the City. All other public improvements are to be covered in a construction bond to Hays County.

**Commission  
Recommendations:**

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

**Attachments:**

**Next Steps/Schedule:** Send to City Secretary for execution.

**CITY OF DRIPPING SPRINGS**

**RESOLUTION No. 2021-R\_\_**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), APPROVING AND ACCEPTING A CONSTRUCTION BOND FOR DRIFTWOOD CREEK SUBDIVISION PHASE 1 SECTION 3, WATER AND WASTEWATER; PROVIDING FOR PROVISIONS; EFFECTIVE DATE; AND PROPER NOTICE & MEETING

**WHEREAS**, An engineering estimate for the City of Dripping Springs (“City”) water and wastewater improvements (“Work”) for Driftwood Creek Subdivision Phase 1 Section 3 has been met with a bond (“Bond”) by US Specialty Insurance Company (“Surety”) to begin such Work; and

**WHEREAS**, City staff has reviewed the attached Bond and found it acceptable and in compliance with the City’s code; and

**WHEREAS**, the City Council of the City of Dripping Springs (“Council”) deems this bond is sufficient and is in the best interest of the City to approve and accept the Bond; and

**WHEREAS**, the Council finds that it is necessary and proper for the good government, peace or order of the City to approve this Resolution.

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

1. The foregoing recitals are adopted as facts and are incorporated fully herein.
2. The City Council hereby approves and accepts the Company’s proposed Construction Bond, which stands as security for said completion of water and wastewater improvements for Driftwood Creek Subdivision Phase 1 Section 3, Bond number 1001130680 in the sum of \$343,756.79 attached hereto as Attachment “A” and incorporated fully herein.
3. The City Secretary is hereby directed to hold the bond as security for the construction of said improvements until otherwise directed.
4. The City Council hereby authorizes the Mayor or the Mayor’s designee to execute on the City’s behalf any documentation necessary to effectuate the intent and purpose of this Resolution.
5. This Resolution shall take effect immediately upon passage.
6. The City Secretary is instructed to file a copy of this Resolution among City records.
7. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**PASSED & APPROVED** this, the 21<sup>st</sup> day of September 2021, by the City Council of Dripping Springs, Texas.

**CITY OF DRIPPING SPRINGS:**

\_\_\_\_\_

Bill Foulds, Jr., Mayor

**ATTEST:**

\_\_\_\_\_

Andrea Cunningham, City Secretary

**Attachment “A”**

**(INSERT BOND)**

Bond Number: 1001130680  
Initial Premium: \$5,157

**Subdivision Improvement Faithful Performance Bond**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That we, Driftwood Golf and Ranch Club  
\_\_\_\_\_ as Principal, and  
US Specialty Insurance Company  
\_\_\_\_\_ a corporation organized and existing under the laws of the State of Texas ? \_\_\_\_\_ and authorized to transact a general surety business in the State of Texas \_\_\_\_\_, as Surety, are held and firmly bound unto \_\_\_\_\_  
City of Dripping Springs

\_\_\_\_\_ as Obligee, in the amount of Three Hundred Thousand  
Forty-Three, Seven Hundred Fifty-Six and Seventy-Nine Cents \_\_\_\_\_ Dollars  
(\$ 343,756.79 \_\_\_\_\_) lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, jointly and severally, firmly by these presents.

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that**

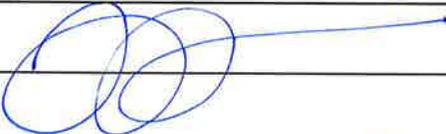
**WHEREAS**, The Board of Supervisors of the County of \_\_\_\_\_ (or the City Council of the City of Dripping Springs \_\_\_\_\_), State of Texas \_\_\_\_\_, and the Principal have entered into an agreement whereby principal agrees to install and complete certain designated public improvements described as \_\_\_\_\_  
Water and Wastewater Improvements at Driftwood Subdivision Phase One, Section Three

\_\_\_\_\_  
In Tract Number / Parcel Map No. \_\_\_\_\_

**WHEREAS**, said Principal is required by the Obligee to furnish a bond for the faithful performance of the subject improvements.  
**NOW, THEREFORE**, if the above-bounden Principal shall install the offsite improvements as indicated above in accordance with the plans approved by the Obligee, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of September, 2021.

Principal (s):  
Driftwood Golf and Ranch Club

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


Surety:  
US Specialty Insurance Company

By: \_\_\_\_\_  
  
Attorney-In-Fact



**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Robert B. McGehee, H. Smith McGehee, Michael Misuraca, John R. Rowe, William M. Rowe, III; Kurt Zimmerman

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*\*\*Seventy Five Million\*\*\*\*\* Dollars (\*\*\*75,000,000.00\*\*\*). This Power of Attorney shall expire without further action on April 23<sup>rd</sup>, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1<sup>st</sup> day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California  
County of Los Angeles



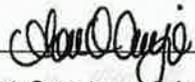
By:   
Daniel P. Aguilar, Vice President

*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*

On this 1<sup>st</sup> day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 8<sup>th</sup> day of SEPTEMBER, 2021.

Corporate Seals  
Bond No. 1001130680  
Agency No. 16570



  
Kio Lo, Assistant Secretary



**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:** Tuesday, September 21, 2021

**Agenda Item Wording:** Approval of an Amendment to the Professional Services Agreement between the City of Dripping Springs and Keenan Smith (City Lights Design Alliance) for TIRZ Project Manager Services.

**Agenda Item Requestor:** Mayor Pro Tern Manassian

**Summary/Background:**

This is a renewal of Keenan Smith's contract for TIRZ Project Manager services. He has not raised his rates for 2021. The contract is being extended from October 1, 2021, to September 30, 2022. The funds for this Contract will be paid for by the Tax Increment Reinvestment Zone funds.

**Commission Recommendations:** The TIRZ Board recommended approval of extending the TIRZ Project Management Professional Services Agreement at their September 13, 2021 meeting.

**Recommended Council Actions:** The City Attorney recommends approval of this item.

**Attachments:** PSA.K.Smith.TIRZManager.09.07.2021

**Next Steps/Schedule:**

CLD009072021

**PROFESSIONAL SERVICES AGREEMENT****AMENDMENT NO. 5**

THIS AGREEMENT made and entered into this, the 7<sup>th</sup> day of September 2021, and between the City of Dripping Springs, Texas (hereinafter referred to as the “City”) and Keenan E. Smith, AIA, dba: City Lights Design Alliance, (hereinafter referred to as “Consultant”), is understood and agreed to be as set forth herein:

**1. Description of Services:**

Project Management, Staff Support, and Coordination Services for TIRZ #1 & #2- “Project Management” Selected Projects. Consultant shall assist the Client by providing the described services for Project Management, Staff Support and Coordination Services for the Selected Projects proposed for TIRZ #1 & #2, Dripping Springs, TX 78620.

All services will be provided and performed at the Client’s sole direction. Professional Fees will be invoiced per the Compensation Schedule, not to exceed budgeted caps without prior authorization.

**Project Management / Staff Support & Coordination Services\*\*\***

- A) **Project Management-** TIRZ #1 & #2: (\*\*\*)for selected projects- tasks may vary)
  - (1) Project Team(s): (Administer RFQ’s; coordinate Team vetting & selection process; manage Team organization)
  - (2) Project Tasks, Studies & Plans: (Administer RFP’s; coordinate proposal & award process; oversee tasks, studies & plans; ensure schedules & budgets; direct deliverable products, cost estimates, reports, etc.)
- B) **Liaison & Staff Support-** to TIRZ Entities, Partners & Stakeholders
  - (1) TIRZ #1 & #2 Board of Directors (Staff Support; Board Meetings)
  - (2) City of Dripping Springs (Liaison; Representation)
  - (3) Hays County (Liaison; Representation)
  - (4) Dripping Springs Community Library (Liaison; Representation)
  - (5) Dripping Springs Independent School District (Liaison; Representation)
  - (6) TIRZ Land Owners & Developers (Liaison; Representation)
- C) **Coordination Services-** with TIRZ Team(s)
  - (1) TIRZ Administrator
  - (2) TIRZ Financial Advisor
  - (3) TIRZ of Counsel

**2. Payment for Services:**

The City will compensate Consultant at the rate of \$95 an hour for Project Coordination & Liaison Fees, on a Budgeted Average of 42 hrs./mo., with a capped annual amount of \$47,880/yr. Additional services or fees may be agreed to in writing by both parties. Payment terms: Net due on receipt of monthly invoice.

**3. Schedule:**

- Begin Services            October 1, 2021 or upon contract execution
- End Services             September 30, 2022 (end of Fiscal Year)
- Renewal Option         Annually or as mutually agreed – rates to be negotiated

**4. Conditions and Termination:**

Fees and Expenses are estimates strictly for the scope of work outlined. Any Addenda to Scope of Work, if approved and directed by Client, are subject to billing at standard hourly fee schedule (above).

Either party may terminate this agreement at any time upon thirty (30) days written notice.

**5. Exclusions:**

Provision of construction documents; surveying, structural, electrical, civil, geotechnical or mechanical engineering services.

**6. Limitations:**

To the fullest extent permitted by law, the Consultant’s total liability to the Client for any and all injuries, claims, losses, expenses damages or claim expenses arising out of the Consultant’s performance under this agreement, other than what is insurable by Consultant’s insurance policies, shall not exceed the amount of the total fees paid to the Consultant. Such causes include, but not limited to, the Consultant’s negligence, errors, omissions, strict liability, breach of contract or breach of warranty. The Consultant’s liability does not extend to construction and design activities performed by third parties related to this Agreement.

**7. Indemnification:**

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant from any and all damages, liability and cost, including reasonable attorney’s fees and defense costs, arising out of or in any way connected with the performance of any party connected with the design and construction of the above-named Project, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant. Consultant 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 Consultant, Consultant’s employees, if any, and Consultant’s agents subject to the limitations listed in Section 6.

**8. 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 project management services.

**9. Conflicts of Interest:**

During the period the Consultant is covered by this agreement, the Consultant will contact the City and TIRZ Board in writing if a potential conflict of interest with a third-party client may exist. If the TIRZ Board or the City Council finds that a project for a third-party client of the Consultant has a direct conflict with the TIRZs, the TIRZ Board or the City Council shall contact the Consultant in writing. If the conflict of interest cannot be resolved to either party's satisfaction, either the Consultant or the City Council may terminate this Agreement with seven (7) days' notice to the other party.

**10. Injuries/Insurance:**

Consultant acknowledges his obligation to obtain appropriate insurance coverage for the benefit of Consultant's employees, if any. Consultant waives the rights to recovery from City for any injuries that Consultant and/or Consultant's employees may sustain while performing services under this Agreement. Consultant is to provide a copy of insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Consultant uses the services of any of Consultant's employees for the provision of services to the City.

**11. 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.

**12. 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  
PO Box 384  
Dripping Springs, TX 78620  
(512) 858-4725

**For the Contractor:**  
City Lights Design Alliance  
Attn: Keenan Smith, AIA  
PO Box 1166  
Dripping Springs, TX 78620  
(512) 659-5062

**13. 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.

**14. Amendment:**

This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

**15. 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.

**16. 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.

**17. Applicable Law:**

The laws of the State of Texas shall govern this Agreement.

**18. Venue:**

The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.

**CITY OF DRIPPING SPRINGS:**

**CITY LIGHTS DESIGN ALLIANCE:**

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

\_\_\_\_\_  
Keenan Smith, AIA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

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



**STAFF REPORT**  
**City of Dripping Springs**  
**PO Box 384**  
**511 Mercer Street**  
**Dripping Springs, TX 78602**

---

**Submitted By:** Kelly Schmidt, Parks & Community Services Director

---

**Council Meeting Date:** September 21, 2021

**Agenda Item Wording:** Discuss and approve proposed parking lot use agreement for both Christmas on Mercer 2021, and Founders Day Festival 2022 city-wide events.

**Agenda Item Requestor:** Taline Manassian, Mayor Pro Tem

---

**Summary/Background:** This agreement will enable the utilization of the parking lot located on the north west corner at the intersection of Mercer Street and Old Fitzhugh for Christmas on Mercer 2021 and Founders Day Festival 2022 related event features and activities.

**Commission Recommendations:** N/a

**Recommended Council Actions:** Approve

**Attachments:** Event Parking Liability and Maintenance Agreement

**Next Steps/Schedule:** 1. Execute Agreement Contract

## LIABILITY & MAINTENANCE AGREEMENT

This Liability and Maintenance Agreement (the “**Agreement**”) is made as of this 21<sup>st</sup> day of September 2021, (the “**Effective Date**”) by and between the City of Dripping Springs, Texas (the “**City**”) and \_\_\_\_\_ Misner (the “**Lessors**”).

**WHEREAS,** the City seeks to use Lessor’s parking lot at the premises located around and/or near 300 Mercer St. and 293 Mercer St., Dripping Springs, Texas 78620 (the “**Premises**”) for the City’s Christmas on Mercer event; and

**WHEREAS,** the City seeks to use Lessor’s parking lot at the premises located around and/or near the Premises for the Founders Day Festival event; and

**WHEREAS,** the Lessor’s seek to limit it’s liability to allow the City to use its Premises for said events.

**NOW THEREFORE, for valuable consideration, the receipt, which is hereby acknowledged, the City and Lessors agree as follows:**

### **A. USE OF PROPERTY**

The Christmas on Mercer event will access and use the parking lot from 6:30 a.m. Saturday, December 4, 2021 to 8 p.m. on Saturday, December 4, 2021. The Founders Day Festival will access and use the parking lot from 12:00 p.m. Thursday, April 21, 2021 to 12:00 a.m. Sunday, April 24, 2022. The Christmas on Mercer event and Founders Day Festival will also be able to continue to use the parking lot in subsequent years as listed in the Term and Termination section of this Agreement. The use of the property will be for event purposes and shall not cause any damage to the property other than normal wear and tear.

### **B. SPONSORSHIP**

During the term of this Agreement, the City agrees to identify and acknowledge each lessor as a sponsor of the Events, by displaying the lessor’s logo and other agreed-upon identifying information on the City’s marketing, advertising, and promotional media in connection with the Events, in the manner (placement, form, content, etc.) reasonably agreed upon by the City and Lessors. This includes recognition on the Christmas on Mercer website, logo on the festival poster, and recognition on social media. Further, the City agrees to identify and acknowledge each lessor as an in-kind sponsor for the Events. Lessor, if choosing to be listed as a sponsor, agrees to provide all the necessary content and materials for use in connection with such sponsorship. During the term of this Agreement, each Lessor shall be permitted to utilize the City’s name, acronym and logo for the sole purpose of promoting the Lessor’s sponsorship of the Events.

### **C. LIABILITY COVERAGE**

The City of Dripping Springs, Texas has obtained and will keep in force liability coverage to cover its liability for its events to take place on Lessors’ property in the minimum amounts of \$1,000,000

per occurrence and has added Lessors as covered parties for personal injury, bodily injury and property damage claims arising from the City hosting the Events on Lessors' Premises. (Attachment "A"). Said liability policy names the Lessors as Certificate Holders.

**D. TERM AND TERMINATION**

Term of this Agreement will begin on the Effective Date and continue for a period of one (1) year. The City and the Lessors have the option to mutually agree in writing to renew this Agreement for two (2) additional one (1) year periods, unless, (i) either party terminates for any reason upon sixty (60) days prior written notice to the other party; or (ii) both parties agree to terminate by mutual written consent.

**E. CLEANUP**

The City agrees that it will, within a reasonable period and using its own money and resources, clean the Premises after the Events are over.

**CITY OF DRIPPING SPRINGS:**

**LESSOR:**

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

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

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



**STAFF REPORT**  
**City of Dripping Springs**  
**PO Box 384**  
**511 Mercer Street**  
**Dripping Springs, TX 78602**

---

**Submitted By:** Kelly Schmidt, PCS Director

---

**Council Meeting Date:** September 21, 2021

**Agenda Item Wording:** Discuss and Approve City of Dripping Springs and Lion's Club Christmas on Mercer 2021 Facility Use Agreement

**Agenda Item Requestor:** Taline Manassian

---

**Summary/Background:** This agreement facilitates the collaboration of the Dripping Springs Lions Club and the City of Dripping Springs to host the 16<sup>th</sup> annual Christmas on Mercer city-wide event.

Notable changes:

1. Increase of City's portion from 25% to 30% to cover city expenses and staff involvement.
2. Change of dumpster oversight from responsibility of Lions Club to City.

**Commission Recommendations:** N/a

**Recommended Council Actions:** Approve

**Attachments:** Dripping Springs Lions Club Christmas on Mercer Facilities Use Agreement

- Next Steps/Schedule:**
1. Execute Contract
  2. Inform Lions Club representatives

**CHRISTMAS ON MERCER  
Facilities Use Agreement**

This Christmas on Mercer Agreement ("Agreement") is made and entered into for the year 2021 by and between the CITY OF DRIPPING SPRINGS, TEXAS, a general law municipality ("CITY"), and the DRIPPING SPRINGS LIONS CLUB, a Texas nonprofit corporation ("LIONS CLUB"). In this Agreement, the CITY, and LIONS CLUB are sometimes individually referred to as a "Party", and collectively referred to as the "Parties".

**RECITALS:**

**WHEREAS**, each year the event named, Christmas on Mercer ("Christmas on Mercer"), is held in the City of Dripping Springs, Hays County, Texas; and

**WHEREAS**, CITY maintains the road, or streets known as Mercer Street and Old Fitzhugh Road, the Triangle, and the field north of the Stephenson Building, in the City (the "Streets"); and

**WHEREAS**, LIONS CLUB desires to participate in Christmas on Mercer, and to use the Streets for festival activities; and

**WHEREAS**, CITY and LIONS CLUB desire to participate and serve as sponsors to the event of Christmas on Mercer; and

**WHEREAS**, subject to the terms and conditions hereinafter stated, CITY agrees to allow LIONS CLUB to participate in Christmas on Mercer and use the Streets and the field north of the Stephenson Building; and

**WHEREAS**, the Parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations.

**NOW, THEREFORE, WITNESSETH:**

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

**ARTICLE I. RECITALS**

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

## ARTICLE II. DEFINITIONS

- 2.01 Agreement** means this binding legal contract between the Parties. The Agreement includes any exhibits, addenda, and/or amendments. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:
- (a) This Agreement;
  - (b) Exhibits.
- 2.02 City** means the City of Dripping Springs, an incorporated municipality in Hays County, Texas.
- 2.03 Effective Date** means the date upon which the binding signatures of all Parties to this Agreement are affixed.
- 2.04 Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States, the State of Texas, Hays County, or military authority, insurrections, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, explosions, or other causes not reasonably within the control of the party claiming such inability.
- 2.05 Lions Club** means the Dripping Springs Lions Club, a Texas nonprofit corporation.
- 2.06 Triangle** means the city owned property bordered by Highway 290, East Mercer Street, and Ranch Road 12, including Veterans Memorial Park and the associated parking areas.
- 2.07 Stephenson Field** means the square plot of land located north of the Stephenson Building spanning to the perimeter fencing along Old Fitzhugh Rd.
- 2.08** Certain other capitalized terms have the meanings given in the Recitals or section of this Agreement where first used.

## ARTICLE III. TERM

- 3.01** This Agreement shall be effective on the Effective Date, and shall remain in full force and effect until thirty (30) days after the event date, December 4, 2021.

## ARTICLE IV. OBLIGATIONS

### 4.01 Obligations of CITY.

- (a) CITY agrees to allow LIONS CLUB the use of the CITY Streets, the Triangle, and the Stephenson Field for Christmas on Mercer activities.

- (b) CITY agrees to allow LIONS CLUB the use of the CITY Streets, the Triangle, and Stephenson Field beginning on December 4, 2021 6:30 a.m., and remain on the premises until December 4, 2021, midnight.
- (c) CITY agrees to a partial street closure of Mercer Street from the intersection with US Highway 290 to the Mercer Street Bridge and a portion of Old Fitzhugh Road from Mercer Street to the corner of the Stephenson Building field perimeter fence post at 101 Old Fitzhugh Road, beginning at 6:30 a.m., on the day of the event until 9:30 p.m., in accordance with the CITY's Traffic Control Plan.
- (d) CITY agrees to draft and publish public notices in the local newspaper regarding the road closures.
- (e) CITY agrees to provide and install Mercer Street pedestrian light post Christmas on Mercer banners.
- (f) CITY agrees to coordinate with LIONS CLUB to draft and distribute public notice to the affected property owners in the area prior to the events.
- (g) CITY agrees to prepare a minimum of two (2) press releases and community events postings to be released prior to the events and after the events as necessary.
- (h) CITY agrees to post a section on the CITY's Christmas on Mercer website for vendor application form, event schedules, sponsorship forms, and other information.
- (i) CITY agrees to manage all marketing of the Christmas on Mercer event on all of the CITY's social media websites.
- (j) CITY agrees to assist in the solicitation of sponsorships for the event.
- (k) CITY shall review and approve all advertising related to the event prior to its placement, or printing.
- (l) The CITY confirms that it has obtained insurance through the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) that covers its streets and public areas. Such insurance shall be made available to LIONS CLUB as a participant in the Christmas on Mercer events to the extent allowed by the policy and state law.
- (m) CITY agrees to provide and install road barricades, as provided in Section 4.02, in areas in compliance with the CITY's Traffic Control Plan.
- (n) CITY agrees to provide Hays County Sheriff's deputies or Hays County Constable deputies, at the CITY's expense, to guard and patrol the event areas, as necessary. The hours and number of deputies shall be determined by CITY staff.
- (o) CITY agrees to coordinate the attendance of Emergency Services personnel and Fire Department personnel for the event as well as provide an Incident Emergency Plan.

(p) CITY agrees to allow Christmas holiday decorations, including a Christmas tree, to be erected by the the CITY's Maintenance Department on the Triangle without permits or licenses from CITY.

- (m) CITY agrees to provide, or provide for the placement of, lights and light decorations for the Triangle that are the same or similar as those provided by the City each year..
- (n) CITY agrees to set up the Christmas Tree and other supplied decorations at the Triangle on or before November 30, 2021.
- (o) CITY shall transport and erect barricades in compliance with the CITY's Traffic Control Plan at the direction of the CITY's Maintenance Director and Emergency Management Coordinator.
- (p) CITY agrees to provide trash cans for the event, at the CITY's expense, for the collection and disposal of municipal solid waste generated at the event.
- (q) CITY agrees to allow LIONS CLUB to store Christmas Tree in City Storage with the following conditions: Storage space may not exceed 240 square feet, the LIONS CLUB may access storage area only when accompanied by a CITY employee, the CITY is not responsible for any damage or loss of LIONS CLUB property.
- (r) CITY shall provide a roll-off dumpster for all trash accumulated during the event. Any necessary fees or payments for the dumpster and disposal of trash, if any, shall be paid by CITY.

#### **4.02 Obligations of LIONS CLUB.**

- (a) LIONS CLUB agrees to review and comply with all rules and regulations adopted by CITY regarding Christmas on Mercer.
- (b) LIONS CLUB shall take reasonable steps to ensure that waste is not performed upon the CITY's Property, and that any damage to the grounds is limited to reasonable wear and tear. Any destruction, damage or injury to CITY's property during the LIONS CLUB's use of the CITY's Property shall be repaired by the LIONS CLUB.
- (c) LIONS CLUB is obligated to remove and properly dispose of all litter, trash, and refuse on the CITY's Property as a result of the event.
- (d) LIONS CLUB shall provide a Christmas tree at the Triangle and decorate the tree.
- (e) LIONS CLUB shall coordinate and facilitate the tree lighting ceremony for the event.
- (f) LIONS CLUB may sell food and coordinate other food vendor booths for the event. LIONS CLUB shall ensure that all food vendors obtain the required permit(s) from

the CITY.

- (j)
- (k) LIONS CLUB shall provide CITY with advertisements for approval and review prior to placement or printing.
- (l) LIONS CLUB and CITY shall jointly produce and erect all advertisements related to Christmas on Mercer. All signage shall be removed no later than twenty-four (24) hours after the conclusion of the event.
- (m) LIONS CLUB agrees to provide any such miscellaneous supplies as are deemed necessary for the event.
- (n) LIONS CLUB shall have permission to sell merchandise for fundraising purposes.
- (o) LIONS CLUB shall coordinate and manage all vendor procurement and booth sales.
- (p) LIONS CLUB shall provide the CITY with thirty (30%) percent of the proceeds earned from vendor booth fees during the event. Such payment shall be made by LIONS CLUB to CITY no later than ten (10) days after the event in the form of a check, or money order.
- (q) LIONS CLUB shall pay the CITY thirty (30%) percent of the proceeds earned from food vendor booth fees during the event. Such payment shall be made no later than ten (10) days after the event and paid to the CITY in the form of a check, or money order.
- (r) CITY agrees to provide electricity for the event at CITY's expense.
- (s) LIONS CLUB shall contract for and coordinate the Pony Rides, Trackless Train Rides, and any other child-centric attractions if such activities are allowed by the City.
- (t) LIONS CLUB is expressly authorized to enter into its arrangements with specific photographers to provide exclusive services for certain activities related to the event, such as photographs with a Santa Claus figure.
- (u) LIONS CLUB shall provide at least six (6) portable toilets (2 ADA compatible + 4 Regular) and three (3) handwashing stations for use at the event.
- (v) LIONS CLUB shall coordinate "Santa's Mailbox" and photo opportunity area.
- (w) LIONS CLUB shall provide financial records such as a budget and Profit/Loss report to the CITY with in Thirty (30) days following the conclusion of the event on December 4, 2021.
- (x) If the event is cancelled by the LIONS CLUB, the LIONS CLUB shall notify the CITY immediately upon making the decision to cancel the event. LIONS CLUB shall

reimburse the CITY for actual expenses the CITY incurred prior to the cancellation of the event. Actual expenses shall include newspaper publication costs, other publication costs, and any other amounts paid to third parties in relation to Christmas on Mercer. Actual expenses to be reimbursed shall not include city staff time spent on assisting with Christmas on Mercer. The CITY shall mitigate any expenses related to a cancellation of the event and shall provide receipts to the LIONS CLUB upon request. LIONS CLUB shall pay the CITY within thirty (30) days of receiving the request for reimbursement from the CITY following cancellation of the event. Cancellation due to COVID-19 or force majeure shall not require reimbursement and will terminate the LIONS CLUB obligation to pay the CITY a percentage of vendor booth fees.

## ARTICLE V. NOTICES

**5.01** All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (a) When delivered personally to the recipient's address as stated in this Agreement; or
- (b) Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

### Notice to LIONS CLUB:

Susan Warwick + Sharon Goss  
Lions Club P.O. Box 53  
Dripping Springs, TX 78620

### Notice to CITY:

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

Any address or name specified above may be changed by a notice given by the addressee to the other party in accordance with this Article V.

The inability to deliver because of changed address of which no notice was given, or the rejection or other refusal to accept any notice, demand or other communication, shall be deemed to be the receipt of the notice, demand or other communication as of the date of such inability to deliver or the rejection or refusal to accept.

Nothing contained herein shall be construed to restrict the transmission of routine communications between the Parties.

## **ARTICLE VI. TERMINATION & SUSPENSION**

**6.01** This Agreement may, by written notice given in the manner hereinafter provided, be terminated by:

- (a) Mutual written consent of the Parties prior to the event date; or
- (b) CITY if a default or breach shall be made by LIONS CLUB with respect to the due and timely performance of any of its covenants and agreements contained herein

**6.02** No termination of this Agreement, whether pursuant to Section 6.01 above or otherwise, shall terminate or impair any claim by CITY against LIONS CLUB based upon any breach of this Agreement.

**6.03** In the event CITY terminates under this section, the following shall apply: Upon CITY's delivery of the referenced notice to LIONS CLUB, LIONS CLUB shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. The Parties agree that LIONS CLUB shall be solely responsible for any payments due to any subcontractors.

## **ARTICLE VII. GENERAL PROVISIONS**

**7.01 Assignment.** The Parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. This Agreement, any part thereof, or any interest herein shall not be assigned by LIONS CLUB without the express written consent of the CITY.

**7.02 Waiver.** No covenant or condition of this Agreement may be waived without consent of the Parties. Forbearance or indulgence by the CITY shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

**7.03 Venue & Enforcement.** This Agreement shall be enforceable in Dripping Springs, Texas, and if legal action is necessary by any of the Parties with respect to the enforcement of any or all of the terms or conditions of this Agreement, exclusive venue for same shall lie in

*Hays County, Texas.* This Agreement shall be governed by and construed in accordance with the laws and court decisions of the *State of Texas*.

- 7.04 Exclusive agreement.** This document, and all appended documents, constitutes the entire Agreement between the Parties. This Agreement may only be amended or supplemented by mutual agreement of the Parties in writing.
- 7.05 Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 7.06 Force Majeure.** Neither CITY or LIONS CLUB, shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely provided and all reasonable efforts undertaken to mitigate its effects.
- 7.07 Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.
- 7.08 Independent Status.** LIONS CLUB is independent, and is not CITY's employee. LIONS CLUB's volunteers or subcontractors are not CITY's employees. This Agreement does not create a partnership, joint venture or agency, express or implied, nor any employer-employee, or borrowed servant relationship by and among the parties.
- 7.09 Indemnification.** LIONS CLUB shall defend (at the option of CITY), indemnify, and hold CITY, their successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of LIONS CLUB or LIONS CLUB's agents, volunteers,, subcontractors, invitees, guest or trespasser in the performance of LIONS CLUB's obligations under this Agreement, no matter how, or to whom, such loss may occur. Attendees at the Christmas on Mercer event shall be deemed an invitee for purposes of this Section 7.09 indemnification. Nothing herein shall be deemed to limit the rights of CITY or LIONS CLUB (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

**7.10 Compliance with Laws & Ordinances.** LIONS CLUB, its agents, volunteers and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Ordinances of the City of Dripping Springs, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

**7.11 Third Party Beneficiaries.** For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree that: (1) the Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with the CITY or LIONS CLUB; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either the CITY or LIONS CLUB.

**7.12 Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the CITY. The CITY does not waive, modify, or alter to any extent whatsoever the defense of governmental immunity pursuant to the laws of the state of Texas.

**7.13 Standard of Care.** LIONS CLUB represent that they employ as volunteers or contract with trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

**7.14 Authority to Act.** The Parties each represent and warrant that the signatories on this Agreement are authorized to execute this Agreement. Each party warrants that any action required to be taken in order for this Agreement to be binding on it has been duly and properly taken prior to the execution of this Agreement.

**IN WITNESS WHEREOF, the Parties to these presents have executed this Agreement on the dates indicated.**

**CITY OF DRIPPING SPRINGS:**

**LIONS CLUB:**

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

\_\_\_\_\_  
Sharon Kemp  
Lions Club President

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

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

**ATTEST:**

\_\_\_\_\_



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

**Submitted By:** Andrea Cunningham, City Secretary

**Council Meeting Date:** September 21, 2021

**Agenda Item Wording:** **Approval of the 2022 City of Dripping Springs Holiday Calendar.**

**Agenda Item Requestor:** Michelle Fischer, City Administrator

**Summary/Background:** Each year I prepare the proposed city holiday calendar for review and approval by the city council. The calendar is drafted in coordination with state, federal and DSISD holidays, and pursuant to Personnel Manual Section 5.03 Leave:

- (a) **Holidays:** Employees are generally not required to work on City holidays. The City may choose to observe the day proceeding or following a holiday's official date. Each year the City Council will adopt the official City Calendar and that shall be the official list of City Holidays for employees for that year. City holidays are as follows, but are subject to change pursuant to City Council discretion:
- New Year's Day
  - Martin Luther King's Birthday (third Monday in January)
  - Washington's Birthday (Presidents Day) (third Monday in February)
  - Memorial Day (last Monday in May)
  - Fourth of July
  - Labor Day (first Monday in September)
  - Columbus Day (second Monday in October)
  - Veterans Day (November 11)
  - Thanksgiving Day and the Day after Thanksgiving
  - Christmas Eve
  - Christmas Day
  - New Year's Eve

The highlighted holidays above are included on the proposed calendar, all other holidays fall on a weekend where staff is already provided the previous or following weekday off (Friday or Monday). In order to align with the number of holidays, staff considered options for alternate holidays.

**Recommended Council Actions:** Staff recommends approval of the holidays as listed in the Personnel Manual in addition to Friday, April 15, 2022, and Monday, December 26, 2022.

**Attachments:** Proposed 2022 Holiday Calendar

**Next Steps/Schedule:**

1. Add holidays to website calendar and internal city meeting room calendar
2. Distribute calendar to staff
3. Draft meeting calendars for 2022

# 2022 Holidays

## JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## MAY

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## JULY

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

## APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### Holidays - City Hall Closures

- January 17 - Martin Luther King's Birthday
- February 21 - Presidents Day
- April 15 - Good Friday
- May 30 - Memorial Day
- July 4 - Independence Day
- July 5 - Independence Day (observed)
- September 5 - Labor Day
- October 10 - Columbus Day
- November 11 - Veterans Day
- November 24 & 25 - Thanksgiving Day
- December 23 - Christmas Eve (observed)
- December 26 - Christmas Day (observed)
- December 31 - New Year's Eve

### DSISD Holidays & Breaks

- Spring Break, March 14 - 18
- Good Friday, April 15
- Founders Day, April 22
- Thanksgiving Break, November 21 - 25



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

**Submitted By:** Shawn Cox, Finance Director/City Treasurer

**Council Meeting Date:** Tuesday, September 21, 2021

**Agenda Item Wording:** Public hearing on the 2021 Ad Valorem Tax and Levy of 0.19 per one hundred dollars (\$100.00) of assessed valuation of all taxable property within the Corporate City Limits.

**Agenda Item Requestor:**

**Summary/Background:**

At the August 25, 2021 Special Budget Meeting, the City Council took action to set the proposed property tax rate for 2021 at \$0.19 per \$100 valuation. On September 2, 2021 a “Notice of Public Hearing” was published setting a public hearing for September 21, 2021.

The proposed rate of \$0.19 per \$100 valuation is the same rate currently adopted by the City.

As required by the State, our Tax Assessor has calculated the following rates based on the most recent Certified Appraisal Rolls:

- No-New-Revenue Tax Rate - \$0.1754/\$100
- Voter-Approval Tax Rate - \$0.1988/\$100
- De Minimis Rate - \$0.2267/\$100

**Commission  
 Recommendations:**

**Recommended  
 Council Actions:**

**Attachments:**

**Next Steps/Schedule:** Adoption of 2021 Tax Rate/September 21, 2021



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

---

**Submitted By:** Shawn Cox, Finance Director/City Treasurer

---

**Council Meeting Date:** Tuesday, September 21, 2021

**Agenda Item Wording:** Consideration of approval regarding an Ordinance of the City of Dripping Springs, Texas adopting the 2021-2022 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures.

**Agenda Item Requestor:**

**Summary/Background:**

A public hearing on the proposed budget was held at Council’s Regular Meeting on Tuesday, September 7, 2021.

For consideration is an Ordinance Adopting the 2021-2022 Fiscal Year Budget. Included in the packet is a copy of the proposed budget.

**Commission  
Recommendations:**

**Recommended  
Council Actions:** The Finance Director/City Treasurer recommends adoption of the ordinance.

**Attachments:**

- Ordinance No. 2021-XXXX – FY 2021-2022 Budget Ordinance
- Attachment “A” (Proposed FY 2021-2022 Budget)

**Next Steps/Schedule:**

**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. 2021-\_\_\_\_\_**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS,  
ENACTING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2021-2022;  
FUNDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES;  
PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT;  
FILING OF BUDGET; REPEALER; SEVERABILITY; EFFECTIVE DATE;  
AND PROPER NOTICE AND MEETING

**WHEREAS**, the City Council of the City of Dripping Springs (“City Council”) seeks to enact and otherwise approve the City’s budget for Fiscal Year 2021-2022; and

**WHEREAS**, the new fiscal year commences for the City of Dripping Springs (“City”) on October 1, 2021; and

**WHEREAS**, the City Council finds that the proposed Budget is for legitimate municipal purposes, and thus is statutorily authorized by Texas Local Government Code Chapter 102 of the Local Government Code; and

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

**WHEREAS**, pursuant to Texas Local Government Code Section 101.002, the City Council may manage and control the finances of the municipality; and

**WHEREAS**, the City Council finds that is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt an ordinance establishing a budget for the upcoming fiscal year; and

**WHEREAS**, the City has satisfied all statutory requirements for public notices and public hearings regarding the attached budget.

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

**1. FINDINGS OF FACT**

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

**2. ENACTMENT**

The City’s budget for Fiscal Year 2021-2022 shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all purposes.

**3. REPEALER**

To the extent reasonably possible, ordinances are to be read together in harmony. However, 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. FILING THE BUDGET**

The City Secretary is hereby directed to file the budget on the website of the City and in the City’s official records.

**6. EFFECTIVE DATE**

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

**7. PROPER NOTICE & MEETING**

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

**PASSED & APPROVED this, the 21<sup>st</sup> day of September 2021, by the following City Council of Dripping Springs roll call vote:**

<b>Mayor Pro Tem Manassian</b>	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>
<b>Council Member King</b>	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>
<b>Council Member Tahuahua</b>	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>
<b>Council Member Harris-Allison</b>	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>
<b>Council Member Parks</b>	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>

**CITY OF DRIPPING SPRINGS:**

---

Bill Foulds, Jr., Mayor

**ATTEST:**

---

Andrea Cunningham, City Secretary

***Attachment “A”***

***Fiscal Year 2021-2022  
Municipal Budget***



## City of Dripping Springs Fiscal Year 2021-22 Budget Cover Page

This budget will raise more total property taxes than last year's budget by \$352,174.21, which is a 21.59% percent increase, and of that amount \$207,432.61 is tax revenue to be raised from new property added to the tax roll this year.

### Dripping Springs City Council Recorded Roll Call Vote:

<b>Mayor Pro Tem Manassian</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
<b>Council Member King</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
<b>Council Member Tahuahua</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
<b>Council Member Harris-Allison</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
<b>Council Member Parks</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>

### Property Tax Rate Comparison

	Fiscal Year 2020-2021	Fiscal Year 2020-2021
Property Tax Rate	\$0.1900/100	\$0.1900/100
No-new-revenue Tax Rate	\$0.1850/100	\$0.1754/100
No-new-revenue Maintenance & Operations Tax Rate	\$0.2954 /100	\$0.1755/100
Voter Approval Tax Rate	\$0.2077 /100	\$0.1988/100
Debt Rate	\$0.0000/100	\$0.0000/100

### City Debt Obligations

Total debt obligation for City of Dripping Springs secured by property taxes: \$0.00

### Newspaper Notices:

In 2020-2021 Fiscal Year the City expended \$4,776.62 on public notices through August 31, 2021.  
In 2021-2022 Fiscal Year the City has budgeted \$6,000 for public notices.

### Legislative Services

In the 2021-2022 Fiscal Year the City has budgeted \$0.00 for legislative services.

**Attachment "A"**

	<b>FY 2021 Adopted</b>	<b>FY 2021 Amended</b>	<b>Change</b>	<b>FY 2021 Projected</b>	<b>FY 2021 Proposed</b>
<b>CITY - GENERAL FUND</b>					
<b>Balance Forward</b>	-	411,619.99	411,619.99	411,619.99	1,573,178.86
<b>Revenue</b>					
AD Valorem	1,591,317.76	1,631,317.76	40,000.00	1,631,317.76	1,983,491.97
AV P&I	4,000.00	4,000.00	-	4,636.17	4,000.00
Sales Tax	3,178,074.96	3,514,931.20	336,856.24	3,618,851.00	3,796,125.70
Mixed Beverage	58,000.00	58,000.00	-	67,500.00	60,000.00
Alcohol Permits	5,000.00	5,000.00	-	5,000.00	7,085.00
Fire Inspections	10,000.00	10,000.00	-	10,000.00	10,000.00
Bank Interest	35,000.00	35,000.00	-	51,000.00	40,000.00
Development Fees:					
- Subdivision	622,200.00	622,200.00	-	500,000.00	656,006.25
- Site Dev	194,900.00	194,900.00	-	378,280.35	239,108.41
- Zoning/Signs/Ord	65,000.00	65,000.00	-	65,000.00	65,000.00
Building Code	1,000,000.00	1,000,000.00	-	1,650,000.00	1,500,000.00
Transportation	-	-	-	-	-
Solid Waste	36,000.00	36,000.00	-	39,700.00	40,000.00
Health Permits/Inspections	45,000.00	45,000.00	-	88,000.00	60,000.00
Municipal Court	250.00	250.00	-	-	250.00
Other Income	40,000.00	40,000.00	-	60,000.00	40,000.00
TXF from Capital Improvements	208,504.00	-	(208,504.00)	-	300,000.00
TXF DSRP On Call	10,400.00	10,400.00	-	10,400.00	10,400.00
TXF from HOT	-	2,200.00	2,200.00	2,200.00	4,305.00
FEMA Dam Repair	75,000.00	205,967.45	130,967.45	205,967.45	-
CARES Act	-	124,587.56	124,587.56	124,587.56	-
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	-	-	707,181.10	707,181.10
<b>Total</b>	<b>7,178,646.72</b>	<b>8,016,373.96</b>	<b>837,727.24</b>	<b>9,631,241.38</b>	<b>11,096,132.29</b>
<b>Expense</b>					
Supplies	25,000.00	25,000.00	-	25,000.00	25,000.00
Office IT Equipment and Support	44,000.00	66,070.00	22,070.00	101,470.00	70,890.00
Software Purchase, Agreements and Licenses	130,396.00	213,722.96	83,326.96	213,722.96	165,142.00
Website	4,425.00	6,625.00	2,200.00	6,625.00	6,625.00
Communications Network/Phone	25,000.00	25,000.00	-	25,000.00	31,000.00
Miscellaneous Office Equipment	6,000.00	6,000.00	-	6,000.00	6,000.00
Utilities:					
- Street Lights	20,000.00	20,000.00	-	20,000.00	20,000.00
- Streets Water	4,000.00	4,000.00	-	4,000.00	4,000.00
- Office Electric	4,000.00	4,000.00	-	4,300.00	4,500.00
- Office Water	650.00	650.00	-	500.00	650.00
- Stephenson Electric	1,500.00	1,500.00	-	1,200.00	1,500.00
- Stephenson Water	500.00	500.00	-	500.00	500.00
Transportation:					
- Improvement Projects	367,004.00	367,004.00	-	367,004.00	775,000.00
- Street & ROW Maintenance	175,000.00	175,000.00	-	132,912.75	184,250.00
- Street Improvements	250,000.00	250,000.00	-	-	592,087.25
Office Maintenance/Repairs	10,860.00	10,860.00	-	11,000.00	11,060.00
Stephenson Building & Lawn Maintenance	5,500.00	5,500.00	-	500.00	5,500.00
Maintenance Equipment	9,000.00	9,000.00	-	9,000.00	47,878.00
Equipment Maintenance	1,675.00	1,675.00	-	1,675.00	3,000.00
Maintenance Supplies	4,525.00	4,525.00	-	4,525.00	4,600.00
Fleet Acquisition	39,800.00	84,800.00	45,000.00	84,800.00	196,700.00
Fleet Maintenance	13,350.00	13,350.00	-	13,350.00	18,800.00
City Hall Improvements	5,000.00	5,000.00	-	5,000.00	5,000.00
Uniforms	1,575.00	1,575.00	-	1,575.00	7,760.00
Special Projects:					
- Family Violence Ctr	7,000.00	7,000.00	-	7,000.00	7,000.00

Item 11.

**Attachment "A"**

	<b>FY 2021 Adopted</b>	<b>FY 2021 Amended</b>	<b>Change</b>	<b>FY 2021 Projected</b>	<b>FY 2021 Proposed</b>	<b>Item 11.</b>
- Lighting Compliance	2,000.00	2,000.00	-	2,000.00	2,000.00	
- Economic Development	5,000.00	5,000.00	-	5,000.00	10,000.00	
- Records Management	1,000.00	1,000.00	-	780.00	1,220.00	
- Government Affairs	10,000.00	10,000.00	-	-	-	
- Stephenson Parking Lot Improvements	-	-	-	-	-	
- Stephenson Building Rehabilitation	14,000.00	14,000.00	-	-	14,000.00	
- OFR Grant Writer	-	7,500.00	7,500.00	-	7,500.00	
- Comprehensive Plan/Future Land Use Map	50,000.00	50,000.00	-	-	175,000.00	
- Land Acquisition	10,000.00	65,401.30	55,401.30	65,401.30	10,000.00	
- Downtown Bathroom	100,000.00	100,000.00	-	-	100,000.00	
Public Safety:						
- Emergency Management Equipment	390.00	390.00	-	2,000.00	50,970.00	
- Emergency Equipment Fire & Safety	996.00	996.00	-	996.00	2,118.00	
- Emergency Mgt PR	4,000.00	4,000.00	-	2,000.00	2,000.00	
- Emergency Equipment Maintenance & Service	6,371.00	18,371.00	12,000.00	12,000.00	5,860.00	
- Animal Control	3,400.00	3,400.00	-	3,400.00	3,400.00	
Public Relations	5,000.00	5,000.00	-	6,000.00	7,488.00	
Postage	3,500.00	3,500.00	-	3,000.00	3,200.00	
TML Insurance:						
- Liability	14,769.00	14,769.00	-	17,771.00	20,850.00	
- Property	25,034.00	25,034.00	-	32,235.00	34,646.00	
- Workers' Comp	22,026.00	22,026.00	-	22,026.00	25,000.00	
Dues, Fees, Subscriptions	30,000.00	30,000.00	-	30,000.00	30,000.00	
Public Notices	6,000.00	6,000.00	-	6,000.00	6,000.00	
City Sponsored Events	5,000.00	5,000.00	-	3,000.00	5,000.00	
Election	2,000.00	2,000.00	-	1,540.65	8,000.00	
Salaries	1,819,122.12	1,831,548.46	12,426.34	1,831,548.46	2,249,643.70	
Taxes	144,346.84	144,721.46	374.62	144,721.46	180,413.74	
Benefits	182,998.14	203,667.92	20,669.78	203,667.92	238,768.10	
Retirement	106,661.81	104,589.99	(2,071.82)	104,589.99	133,118.97	
DSRP Salaries	324,157.60	315,328.00	(8,829.60)	315,328.00	376,654.59	
DSRP Taxes	26,094.06	26,358.19	264.13	26,358.19	30,032.28	
DSRP Benefits	44,796.98	44,770.70	(26.28)	44,770.70	54,436.25	
DSRP Retirement	18,197.65	18,070.87	(126.78)	18,070.87	19,323.28	
Professional Services:						
- Financial Services	60,800.00	125,000.00	64,200.00	119,085.00	115,000.00	
- Engineering	70,000.00	70,000.00	-	60,000.00	70,000.00	
- Special Counsel and Consultants	74,000.00	74,000.00	-	80,000.00	59,000.00	
- Muni Court	15,500.00	15,500.00	-	7,200.00	15,500.00	
- Bldg. Inspector	800,000.00	920,000.00	120,000.00	1,320,000.00	750,000.00	
- Health Inspector	45,000.00	45,000.00	-	55,000.00	50,000.00	
- Architectural and Landscape Consultants	5,000.00	5,000.00	-	5,000.00	5,000.00	
- Historic District Consultant	3,000.00	3,000.00	-	3,000.00	3,500.00	
- Lighting Consultant	1,000.00	1,000.00	-	1,000.00	1,000.00	
- Human Resource Consultant	10,000.00	10,000.00	-	5,000.00	10,000.00	
Training/CE	38,979.07	38,979.07	-	35,000.00	83,623.90	
Code Publication	6,047.00	6,047.00	-	6,047.00	5,350.00	
Mileage	2,000.00	2,000.00	-	1,500.00	2,000.00	
Miscellaneous Office Expense	10,000.00	10,000.00	-	10,000.00	10,000.00	
Bad Debt Expense	5,000.00	5,000.00	-	2,570.66	5,000.00	
Contingencies/Emergency Fund	50,000.00	83,023.78	33,023.78	60,000.00	50,000.00	
TXF to Reserve Fund	162,328.76	200,000.00	37,671.24	200,000.00	200,000.00	
TXF AV to TIF	169,379.41	169,379.41	-	150,185.28	200,244.23	
TXF to TIRZ	250,000.00	250,000.00	-	250,000.00	250,000.00	
Sales Tax TXF to WWU	635,614.99	635,614.99	-	723,770.20	759,225.14	
SPA & ECO D TXF	508,491.97	389,242.00	(119,249.97)	402,000.00	218,656.84	
TXF to DSRP	-	43,286.21	43,286.21	43,286.21	75,000.00	

## Attachment "A"

	FY 2021 Adopted	FY 2021 Amended	Change	FY 2021 Projected	FY Proposed	Item 11.
TXF to Capital Improvement Fund	-	438,629.33	438,629.33	438,629.33	-	
TXF to Vehicle Replacement Fund	-	-	-	-	25,462.00	
<b>Total</b>	<b>7,064,762.40</b>	<b>7,932,501.64</b>	<b>867,739.24</b>	<b>7,929,138.93</b>	<b>8,964,647.27</b>	
<b>PARKS - GENERAL FUND</b>						
<b>Revenue</b>						
Sponsorships and Donations	25,000.00	25,000.00	-	13,509.00	7,800.00	
City Sponsored Events	-	-	-	-	1,227.00	
Programs and Events	48,825.00	-	(48,825.00)	-	5,000.00	
Community Service Permit Fees	-	-	-	1,300.00	4,400.00	
Aquatics Program Income	33,950.00	33,950.00	-	20,951.94	85,800.00	
Pool and Pavilion	13,900.00	13,900.00	-	11,872.00	16,800.00	
Park Rental Fees	1,650.00	1,650.00	-	4,500.00	5,350.00	
Reimbursement of Utility Costs	-	-	-	4,078.30	8,000.00	
TXF from HOT Fund	-	-	-	-	2,000.00	
TXF from Parkland Dedication	172,200.00	172,200.00	-	97,000.00	113,462.80	
TXF from Parkland Development	-	-	-	-	111,731.40	
TXF from Landscaping Fund	6,500.00	6,500.00	-	-	4,000.00	
TXF from Contingency Funds	-	12,800.00	12,800.00	12,800.00	-	
TXF from DSRP	-	-	-	-	-	
<b>Total Revenue</b>	<b>302,025.00</b>	<b>266,000.00</b>	<b>(36,025.00)</b>	<b>166,011.24</b>	<b>365,571.20</b>	
<b>Expense</b>						
Other	-	-	-	200.00	11,500.00	
Park Consultants	-	-	-	-	-	
Pool Operations	-	-	-	-	-	
Park Supplies	-	-	-	-	-	
Dues Fees and Subscriptions	2,719.06	2,719.06	-	1,543.92	1,337.50	
Advertising & Marketing	5,000.00	5,000.00	-	4,723.92	6,500.00	
DS Ranch House Furniture & Equipment	-	-	-	-	-	
<b>Total Other</b>	<b>7,719.06</b>	<b>7,719.06</b>	<b>-</b>	<b>6,467.84</b>	<b>19,337.50</b>	
<b>Public Improvements</b>						
All Parks	50,000.00	50,000.00	-	40,000.00	-	
Triangle Improvement	-	-	-	-	2,000.00	
Rathgeber Improvements	-	-	-	-	-	
Founders Park	51,700.00	64,500.00	12,800.00	66,247.38	67,731.40	
S & R Park	62,000.00	62,000.00	-	5,950.00	-	
Charro Ranch Park	-	-	-	-	1,800.00	
DS Ranch Park	8,500.00	-	(8,500.00)	-	-	
<b>Total Improvements</b>	<b>172,200.00</b>	<b>176,500.00</b>	<b>4,300.00</b>	<b>112,197.38</b>	<b>71,531.40</b>	
<b>Utilities</b>						
Portable Toilets	5,780.00	5,780.00	-	5,000.00	5,000.00	
Triangle Electric	650.00	650.00	-	470.00	500.00	
Triangle Water	475.00	475.00	-	450.00	500.00	
S&R Park Water	13,000.00	13,000.00	-	20,000.00	14,500.00	
SRP Electric	1,200.00	1,200.00	-	1,000.00	1,200.00	
FMP Pool/ Pavilion Water	5,000.00	5,000.00	-	5,000.00	6,000.00	
FMP Pool//Electricity	6,500.00	6,500.00	-	3,500.00	4,500.00	
Pool Phone/Network	1,200.00	1,200.00	-	1,200.00	1,500.00	
FMP Pool Propane	-	-	-	5,097.87	20,000.00	
DS Ranch Park Electricity	900.00	-	(900.00)	150.00	500.00	
DS Ranch Park Phone/Network	5,700.00	-	(5,700.00)	400.00	500.00	
DS Ranch Park Septic	750.00	-	(750.00)	-	-	
<b>Total Utilities</b>	<b>41,155.00</b>	<b>33,805.00</b>	<b>(7,350.00)</b>	<b>42,267.87</b>	<b>54,700.00</b>	

**Attachment "A"**

	<b>FY 2021 Adopted</b>	<b>FY 2021 Amended</b>	<b>Change</b>	<b>FY 2021 Projected</b>	<b>FY Proposed</b>	Item 11.
<b>Maintenance</b>						
General Maintenance (All Parks)	250.00	250.00	-	550.00	1,000.00	
Trail Washout repairs	500.00	500.00	-	-	-	
Equipment Rental	1,000.00	1,000.00	-	-	1,000.00	
Founders Park/Pool	17,250.00	17,250.00	-	24,000.00	28,240.00	
S&R	14,020.00	14,020.00	-	27,000.00	51,920.00	
Charro Ranch Park	10,945.00	10,945.00	-	12,500.00	7,700.00	
Triangle/ Veteran's Memorial Park	800.00	800.00	-	800.00	700.00	
DSRP	25,079.00	-	(25,079.00)	-	-	
<b>Total Maintenance</b>	<b>69,844.00</b>	<b>44,765.00</b>	<b>(25,079.00)</b>	<b>64,850.00</b>	<b>90,560.00</b>	
<b>Supplies</b>						
General Parks	4,000.00	4,000.00	-	2,500.00	3,000.00	
Charro Ranch Supplies	200.00	200.00	-	50.00	1,500.00	
Founders Park Supplies	10,375.00	10,375.00	-	11,980.00	43,375.00	
Program and Events	2,200.00	-	(2,200.00)	1,627.00	1,500.00	
DSRP & Ranch House Supplies	2,603.00	-	(2,603.00)	-	-	
S&R Supplies	200.00	200.00	-	-	400.00	
<b>Total Supplies</b>	<b>19,578.00</b>	<b>14,775.00</b>	<b>(4,803.00)</b>	<b>16,157.00</b>	<b>49,775.00</b>	
<b>Program Staff</b>						
Camp Staff	33,105.00	-	(33,105.00)	-	-	
Program Event Staff	-	-	-	-	2,500.00	
Aquatics Staff	72,308.26	72,308.26	-	72,308.26	70,591.24	
<b>Total Staff Expense</b>	<b>105,413.26</b>	<b>72,308.26</b>	<b>(33,105.00)</b>	<b>72,308.26</b>	<b>73,091.24</b>	
<b>Total Parks Expenditures</b>	<b>415,909.32</b>	<b>349,872.32</b>	<b>(66,037.00)</b>	<b>314,248.35</b>	<b>358,995.14</b>	
<b>FOUNDERS DAY - GENERAL FUND</b>						
Balance Fwd	26,392.83	19,607.04	(6,785.79)	19,607.04	19,313.52	
<b>Revenue</b>						
Craft booths/Business Booths	6,500.00	-	(6,500.00)	-	6,500.00	
Food booths	1,100.00	-	(1,100.00)	-	1,100.00	
BBQ cookers	4,600.00	-	(4,600.00)	-	4,600.00	
Carnival	9,500.00	-	(9,500.00)	-	9,500.00	
Parade	3,750.00	-	(3,750.00)	-	3,750.00	
Sponsorship	63,600.00	-	(63,600.00)	-	70,000.00	
Parking concession	1,700.00	-	(1,700.00)	-	1,700.00	
Electric	2,400.00	-	(2,400.00)	-	2,400.00	
Misc	-	-	-	-	-	
<b>Total</b>	<b>119,542.83</b>	<b>19,607.04</b>	<b>(99,935.79)</b>	<b>19,607.04</b>	<b>118,863.52</b>	
<b>Expense</b>						
Publicity	8,500.00	293.52	(8,206.48)	293.52	8,500.00	
Porta-Potties	6,500.00	-	(6,500.00)	-	7,150.00	
Security	20,000.00	-	(20,000.00)	-	20,000.00	
Barricades/Traffic Plan	19,874.00	-	(19,874.00)	-	19,874.00	
Bands/Music/Sound	15,000.00	-	(15,000.00)	-	15,000.00	
Clean Up	4,600.00	-	(4,600.00)	-	5,060.00	
Postage/Supplies/Misc.	7,000.00	-	(7,000.00)	-	7,000.00	
Sponsorship	5,000.00	-	(5,000.00)	-	5,000.00	
Parade	650.00	-	(650.00)	-	650.00	
Tent, Tables & Chairs	4,500.00	-	(4,500.00)	-	4,500.00	
Electricity	1,800.00	-	(1,800.00)	-	1,800.00	
FD Electrical Setup	4,600.00	-	(4,600.00)	-	4,600.00	
Contingencies	21,518.83	19,313.52	(2,205.31)	-	416.00	
<b>Total expenses</b>	<b>119,542.83</b>	<b>19,607.04</b>	<b>(99,935.79)</b>	<b>293.52</b>	<b>99,546.52</b>	

**Attachment "A"**

Item 11.

	<b>FY 2021 Adopted</b>	<b>FY 2021 Amended</b>	<b>Change</b>	<b>FY 2021 Projected</b>	<b>FY Proposed</b>
<b>Balance Fwd</b>	-	-	-	<b>19,313.52</b>	<b>19,313.52</b>

**CONSOLIDATED GENERAL FUND**

<b>Revenue</b>					
City	7,178,646.72	8,016,373.96	837,727.24	9,631,241.38	11,096,132.29
Parks	302,025.00	266,000.00	(36,025.00)	166,011.24	365,571.20
Founders	119,542.83	19,607.04	(99,935.79)	19,607.04	118,863.52
<b>Total</b>	<b>7,600,214.55</b>	<b>8,301,981.00</b>	<b>701,766.45</b>	<b>9,816,859.66</b>	<b>11,580,567.01</b>
<b>Expense</b>					
City	7,064,762.40	7,932,501.64	867,739.24	7,929,138.93	8,964,647.27
Parks	415,909.32	349,872.32	(66,037.00)	314,248.35	358,995.14
Founders	119,542.83	19,607.04	(99,935.79)	293.52	99,550.00
<b>Total Expense</b>	<b>7,600,214.55</b>	<b>8,301,981.00</b>	<b>701,766.45</b>	<b>8,243,680.80</b>	<b>9,423,192.41</b>
<b>Balance Fwd</b>	-	-	-	<b>1,573,178.86</b>	<b>2,157,374.60</b>

**DRIPPING SPRINGS FARMERS MARKET**

Balance Forward	34,519.84	35,926.28	1,406.44	35,926.28	21,835.14
<b>Revenue</b>					
FM Sponsor	1,000.00	1,000.00	-	50.00	1,000.00
Grant Income	1,000.00	1,000.00	-	-	1,000.00
Booth Space	24,698.00	26,500.00	1,802.00	42,000.00	42,000.00
Applications	1,482.00	1,482.00	-	1,590.00	2,650.00
Interest Income	449.22	449.22	-	550.00	500.00
Market Event	300.00	300.00	-	-	500.00
<b>Total</b>	<b>63,449.06</b>	<b>66,657.50</b>	<b>3,208.44</b>	<b>80,116.28</b>	<b>69,485.14</b>

<b>Expense</b>					
Advertising	5,000.00	2,600.00	(2,400.00)	-	2,600.00
Market Manager	29,278.08	29,278.08	-	25,778.08	36,884.80
Market Specialist	-	4,050.00	-	4,050.00	-
Payroll Tax Expense	2,401.77	2,837.61	435.84	2,569.85	3,073.69
DSFM Benefits	-	-	-	-	7,608.13
Retirement	1,762.54	1,762.54	-	1,551.84	2,213.09
Entertainment & Activities	1,000.00	1,000.00	-	1,000.00	1,000.00
Dues Fees & Subscriptions	200.00	200.00	-	125.00	200.00
Market Event	500.00	500.00	-	-	500.00
Training	200.00	200.00	-	150.00	200.00
Office Expense	200.00	200.00	-	150.00	100.00
Supplies Expense	400.00	400.00	-	400.00	400.00
Other Expense	100.00	100.00	-	100.00	200.00
Capital Fund	22,406.67	22,406.67	-	22,406.37	-
Contingency Fund	-	-	-	-	500.00
<b>Total Expense</b>	<b>63,449.06</b>	<b>65,534.90</b>	<b>2,085.84</b>	<b>58,281.14</b>	<b>55,479.71</b>

<b>Balance Forward</b>	-	<b>1,122.60</b>	<b>1,122.60</b>	<b>21,835.14</b>	<b>14,005.43</b>
------------------------	---	-----------------	-----------------	------------------	------------------

**PARKLAND DEDICATION FUND**

Balance Forward	140,130.98	133,535.25	(6,595.73)	133,535.25	113,774.72
<b>Revenue</b>					
Parkland Fees	80,000.00	80,000.00	-	77,239.47	-
<b>Total Revenue</b>	<b>220,130.98</b>	<b>213,535.25</b>	<b>(6,595.73)</b>	<b>210,774.72</b>	<b>113,774.72</b>

<b>Expense</b>					
Park Improvements	172,200.00	172,200.00	-	97,000.00	113,462.80
TXF to AG Facility	-	-	-	-	-
Master Naturalists	-	-	-	-	-

**Attachment "A"**

	FY 2021 Adopted	FY 2021 Amended	Change	FY 2021 Projected	FY Proposed	Item 11.
<b>Total Expenses</b>	<b>172,200.00</b>	<b>172,200.00</b>	-	<b>97,000.00</b>	<b>113,462.80</b>	
<b>Balance Forward</b>	<b>47,930.98</b>	<b>41,335.25</b>	<b>(6,595.73)</b>	<b>113,774.72</b>	<b>311.92</b>	
<b>PARKLAND DEVELOPMENT FUND</b>						
Balance Forward	-	-	-	-	-	
<b>Revenue</b>						
Parkland Development Fees	-	-	-	-	161,000.00	
<b>Total Revenue</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>161,000.00</b>	
<b>Expense</b>						
Transfer to Parks	-	-	-	-	111,731.40	
<b>Total Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>111,731.40</b>	
<b>Balance Forward</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>49,268.60</b>	
<b>AG FACILITY FUND</b>						
Balance Fwd	-	5,425.00	5,425.00	5,425.00	-	
<b>Revenue</b>						
Ag Facility Fees	25,760.00	25,760.00	-	14,525.00	37,065.00	
<b>Total Revenues</b>	<b>25,760.00</b>	<b>31,185.00</b>	<b>5,425.00</b>	<b>19,950.00</b>	<b>37,065.00</b>	
<b>Expense</b>						
TXF to DSRP	25,760.00	31,185.00	5,425.00	19,950.00	37,065.00	
<b>Total Expense</b>	<b>25,760.00</b>	<b>31,185.00</b>	<b>5,425.00</b>	<b>19,950.00</b>	<b>37,065.00</b>	
<b>Balance Fwd</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>LANDSCAPING FUND</b>						
Balance Fwd	100,376.77	112,260.55	11,883.78	112,260.55	108,260.55	
<b>Revenue</b>						
Tree Replacement Fees	-	-	-	-	-	
<b>Total Revenues</b>	<b>100,376.77</b>	<b>112,260.55</b>	<b>11,883.78</b>	<b>112,260.55</b>	<b>108,260.55</b>	
<b>Expense</b>						
Sports and Rec Park	2,000.00	2,000.00	-	-	2,000.00	
DSRP	-	-	-	2,500.00	-	
FMP	2,000.00	2,000.00	-	-	2,000.00	
Charro	12,000.00	12,000.00	-	-	1,000.00	
Historic District	-	-	-	-	3,850.00	
Professional Services	-	-	-	-	2,000.00	
City Hall Lawn and Tree Maintenance	1,500.00	1,500.00	-	1,500.00	1,300.00	
<b>Total Expense</b>	<b>17,500.00</b>	<b>17,500.00</b>	<b>-</b>	<b>4,000.00</b>	<b>12,150.00</b>	
<b>Balance Fwd</b>	<b>82,876.77</b>	<b>94,760.55</b>	<b>11,883.78</b>	<b>108,260.55</b>	<b>96,110.55</b>	
<b>SIDEWALK FUND</b>						
Balance Fwd	-	-	-	-	16,056.00	
<b>Revenue</b>						
Fees	-	16,056.00	16,056.00	16,056.00	-	
<b>Total Revenues</b>	<b>-</b>	<b>16,056.00</b>	<b>16,056.00</b>	<b>16,056.00</b>	<b>16,056.00</b>	
<b>Expense</b>						
Expense	-	-	-	-	16,056.00	
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>16,056.00</b>	
<b>Balance Fwd</b>	<b>-</b>	<b>16,056.00</b>	<b>16,056.00</b>	<b>16,056.00</b>	<b>-</b>	
<b>DRIPPING SPRINGS RANCH PARK OPERATING FUND</b>						
Balance Forward	50,492.47	9,321.61	<b>(41,170.86)</b>	9,321.61	2,100.00	

**Attachment "A"**

	<b>FY 2021 Adopted</b>	<b>FY 2021 Amended</b>	<b>Change</b>	<b>FY 2021 Projected</b>	<b>FY 2021 Proposed</b>
<b>Revenue</b>					
Stall Rentals	22,000.00	22,000.00	-	30,639.00	39,200.00
RV/Camping Site Rentals	18,000.00	18,000.00	-	13,730.00	19,000.00
Facility Rentals	112,000.00	112,000.00	-	57,074.50	135,500.00
Equipment Rental	5,000.00	5,000.00	-	8,218.00	5,000.00
Sponsored Events	89,000.00	89,000.00	-	47,110.00	136,275.00
Merchandise Sales	15,000.00	15,000.00	-	20,882.50	21,300.00
Riding Permits	10,000.00	10,000.00	-	10,000.00	10,000.00
Staff & Misc Fees	4,000.00	4,000.00	-	4,278.40	4,000.00
Cleaning Fees	10,000.00	10,000.00	-	4,425.00	25,000.00
General Program and Events	-	48,825.00	48,825.00	88,500.00	84,275.00
Other Income	1,000.00	1,000.00	-	7,700.00	4,000.00
Interest	1,000.00	1,000.00	-	-	600.00
TXF from Ag Facility	25,760.00	25,760.00	-	19,950.00	37,065.00
TXF from HOT	67,275.62	67,275.62	-	82,275.62	253,501.87
TXF for RV/ Parking Lot HOT	50,000.00	50,000.00	-	50,000.00	-
TXF from General Fund	-	43,286.21	43,286.21	43,286.21	75,000.00
TXF from Landscape Fund	-	-	-	2,500.00	-
<b>Total Revenue</b>	<b>480,528.09</b>	<b>531,468.44</b>	<b>50,940.35</b>	<b>499,890.84</b>	<b>851,818.71</b>
<b>Expense</b>					
Advertising	700.00	700.00	-	466.00	-
Office Supplies	5,100.00	5,100.00	-	10,100.00	10,000.00
Postage	-	-	-	11.00	100.00
DSRP On Call	10,400.00	10,400.00	-	10,400.00	10,400.00
Camp Staff	-	33,105.00	33,105.00	36,000.00	64,054.20
Network and Communications	12,000.00	19,503.00	7,503.00	19,503.00	56,304.00
Sponsored Events	49,000.00	49,000.00	-	25,375.00	34,800.00
Supplies and Materials	30,000.00	27,800.00	(2,200.00)	26,600.00	21,000.00
Ranch House Supplies	-	550.00	550.00	200.00	1,000.00
Dues, Fees and Subscriptions	5,983.44	5,983.44	-	3,854.00	9,561.94
Mileage	500.00	500.00	-	250.00	500.00
Equipment	10,300.00	10,300.00	-	-	26,922.00
House Equipment	-	250.00	250.00	100.00	-
Equipment Rental	1,000.00	1,000.00	-	1,000.00	2,000.00
Equipment Maintenance	25,000.00	25,000.00	-	25,000.00	16,000.00
Portable Toilets	-	-	-	780.00	5,953.40
Electric	60,000.00	60,900.00	900.00	65,000.00	60,000.00
Water	10,000.00	10,000.00	-	8,500.00	7,000.00
Septic	-	750.00	750.00	750.00	750.00
Propane/Natural Gas	3,000.00	3,000.00	-	2,000.00	2,500.00
On Call Phone	2,000.00	2,000.00	-	2,000.00	2,060.00
Alarm	1,080.00	1,080.00	-	6,200.00	1,112.40
Stall Cleaning & Repair	2,000.00	2,000.00	-	-	2,000.00
Training and Education	5,000.00	5,000.00	-	1,000.00	400.00
Programing Expenses	-	2,200.00	2,200.00	21,000.00	13,950.00
Other Expense	20,500.00	20,500.00	-	5,000.00	20,000.00
Improvements	26,000.00	34,500.00	8,500.00	28,250.00	151,500.00
Tree Planting	-	-	-	-	-
Contingencies	50,000.00	50,000.00	-	37,500.00	50,000.00
Fleet Acquisition	42,568.00	42,568.00	-	51,000.00	15,000.00
Fleet Maintenance	2,500.00	2,500.00	-	2,500.00	2,500.00
General Maintenance and Repair	60,000.00	60,000.00	-	55,000.00	96,828.92
Grounds and General Maintenance	-	10,229.00	10,229.00	20,000.00	21,690.00
House Maintenance	-	14,850.00	14,850.00	16,250.00	1,000.00
HCLE	13,200.00	13,200.00	-	5,000.00	13,200.00
Merchandise	7,000.00	7,000.00	-	11,200.00	11,400.00

Item 11.

**Attachment "A"**

	<b>FY 2021 Adopted</b>	<b>FY 2021 Amended</b>	<b>Change</b>	<b>FY 2021 Projected</b>	<b>FY 2021 Proposed</b>
RV/Parking Lot	-	-	-	-	-
TXF to Vehicle Replacement Fund	-	-	-	-	5,731.00
<b>Total Expenses</b>	<b>454,831.44</b>	<b>531,468.44</b>	<b>76,637.00</b>	<b>497,789.00</b>	<b>737,220.49</b>
<b>Total Bal Fwd</b>	<b>25,696.65</b>	<b>-</b>	<b>(25,696.65)</b>	<b>2,101.84</b>	<b>114,598.22</b>

**HOTEL OCCUPANCY TAX FUND**

Balance Fwd	29,000.00	71,993.41	42,993.41	71,993.41	119,311.87
<b>Revenues</b>			-		
Hotel Occupancy Tax	400,000.00	450,000.00	50,000.00	552,429.77	500,000.00
Interest	1,500.00	1,500.00	-	1,500.00	1,500.00
<b>Total</b>	<b>430,500.00</b>	<b>523,493.41</b>	<b>92,993.41</b>	<b>625,923.18</b>	<b>620,811.87</b>

<b>Expenses</b>					
Advertising	500.00	5,700.00	5,200.00	5,700.00	3,505.00
Christmas Lighting Displays	12,104.38	12,104.38	-	12,104.38	15,000.00
City Sponsored Events	-	-	-	-	-
Historic Districts Marketing	9,000.00	9,000.00	-	8,514.40	2,800.00
Signage	8,500.00	11,912.66	3,412.66	11,912.66	28,800.00
Dues and Fees	6,000.00	7,712.50	1,712.50	7,713.00	8,000.00
TXF to Debt Service	92,410.00	92,410.00	-	92,410.00	89,505.00
RV/ Parking Lot	50,000.00	50,000.00	-	50,000.00	-
TXF to General Fund	-	2,200.00	2,200.00	2,200.00	-
TXF to Event Center	67,285.62	67,285.62	-	82,285.62	253,501.87
Grants	184,700.00	222,771.25	38,071.25	233,771.25	219,700.00

<b>Total expenses</b>	<b>430,500.00</b>	<b>481,096.41</b>	<b>50,596.41</b>	<b>506,611.31</b>	<b>620,811.87</b>
<b>Balance Fwd</b>	<b>-</b>	<b>42,397.00</b>	<b>42,397.00</b>	<b>119,311.87</b>	<b>-</b>

**WASTEWATER UTILITY FUND**

Balance Fwd	5,000,000.00	5,744,421.16	744,421.16	5,744,421.16	7,626,168.13
Revenue					
TXF from TWDB	8,795,000.00	8,795,000.00	-	1,530,573.00	6,520,000.00
Wastewater Service	794,112.60	794,112.60	-	900,990.97	945,095.04
Late Fees/Rtn check fees	4,000.00	4,000.00	-	9,800.00	9,480.00
Portion of Sales Tax	635,614.99	635,614.99	-	723,770.20	759,225.14
Delayed Connection Fees	159,200.00	159,200.00	-	150,250.00	157,850.00
Line Extensions	-	-	-	-	-
Solid Waste	-	-	-	-	-
PEC	120,000.00	120,000.00	-	140,000.00	130,000.00
ROW Fees	15,000.00	15,000.00	-	6,250.00	6,000.00
Cable	134,500.00	134,500.00	-	140,000.00	130,000.00
TX Gas Franchise Fees	3,000.00	3,000.00	-	3,000.00	3,000.00
Transfer fees	3,500.00	3,500.00	-	8,970.00	9,600.00
Over use fees	66,068.31	66,068.31	-	92,500.26	134,550.60
Reuse Fees	-	-	-	-	-
FM 150 WWU Line Reimbursement	-	60,000.00	60,000.00	-	60,000.00
Interest	45,000.00	45,000.00	-	70,000.00	50,000.00
Other Income	35,000.00	35,000.00	-	142,000.00	35,000.00
Water Income	1,742.76	1,742.76	-	-	-
<b>Total Revenues</b>	<b>15,811,738.66</b>	<b>16,616,159.82</b>	<b>804,421.16</b>	<b>9,662,525.59</b>	<b>16,575,968.91</b>

<b>Expense</b>					
Administrative and General Expense:					
- Administrative/Billing Expense	110,400.00	110,400.00	-	116,000.00	47,000.00
- Legal Fees	30,000.00	30,000.00	-	90,000.00	35,000.00
- Auditing	10,000.00	10,000.00	-	10,000.00	10,000.00

**Attachment "A"**

	<b>FY 2021 Adopted</b>	<b>FY 2021 Amended</b>	<b>Change</b>	<b>FY 2021 Projected</b>	<b>FY 2021 Proposed</b>	<b>Item 11.</b>
- Regulatory Expense	3,500.00	3,500.00	-	2,440.26	3,500.00	
- Planning and Permitting	50,000.00	50,000.00	-	59,000.00	50,000.00	
Engineering:						
- Engineering & Surveying	-	-	-	-	-	
- Construction Phase Services HR TEFS 1873-001	30,000.00	30,000.00	-	33,000.00	30,000.00	
- Misc Planning/Consulting 1431-001	7,500.00	25,000.00	17,500.00	25,000.00	20,000.00	
- 2nd Amendment CIP 1881-001	5,000.00	5,000.00	-	-	12,500.00	
- Sewer Planning CAD 1971-001	25,000.00	25,000.00	-	6,000.00	15,000.00	
- Water Planning 1982-001	10,000.00	10,000.00	-	-	15,000.00	
- FM 150 WWU Line 1989-001	-	60,000.00	60,000.00	-	60,000.00	
- Parallel West Interceptor Design& Cost	150,000.00	150,000.00	-	-	-	
- Caliterra Plan Review & construction Phase Services 1'	-	-	-	-	35,000.00	
- HR Treated Effluent Fill Station 1873-001	-	-	-	18,000.00	30,000.00	
- TLAP Renewal application	3,000.00	3,000.00	-	3,000.00	-	
Dues, Fees and Subscriptions	-	-	-	200.00	-	
TXF to Water Fund	12,000.00	12,000.00	-	12,000.00	12,000.00	
TXF to Vehicle Replacement Fund	-	-	-	-	-	
Operations and Maintenance:						
- Routine Operations	80,000.00	80,000.00	-	80,000.00	70,000.00	
- Non Routine Operations	50,000.00	175,000.00	125,000.00	175,000.00	65,000.00	
- System Maintenance & Repair	20,000.00	20,000.00	-	10,000.00	20,000.00	
- Chlorinator Maintenance	2,500.00	2,500.00	-	1,000.00	2,500.00	
- Chlorinator Alarm	1,000.00	1,000.00	-	1,000.00	1,000.00	
- Odor Control	12,500.00	12,500.00	-	12,500.00	16,500.00	
- Meter Calibrations	700.00	700.00	-	700.00	2,100.00	
- Lift Station Cleaning	9,000.00	9,000.00	-	9,000.00	12,600.00	
- Jet Cleaning Collection lines	15,000.00	15,000.00	-	15,000.00	19,000.00	
- Drip Field Lawn Maintenance	10,000.00	10,000.00	-	10,000.00	10,000.00	
- Drip Field Maint & Repairs	20,000.00	20,000.00	-	15,000.00	15,000.00	
- Lift Station repairs	20,000.00	40,000.00	20,000.00	40,000.00	28,000.00	
- WWTP Repairs/Pump Repairs	32,500.00	50,000.00	17,500.00	51,248.04	41,000.00	
- Chemicals	8,000.00	8,000.00	-	8,000.00	9,600.00	
- Electricity	45,000.00	45,000.00	-	62,259.16	73,500.00	
- Laboratory Testing	25,000.00	25,000.00	-	25,000.00	25,000.00	
- Sludge Hauling	80,000.00	80,000.00	-	80,000.00	80,000.00	
- Phone/Network	6,000.00	6,500.00	500.00	6,500.00	8,904.00	
- Supplies	10,000.00	10,000.00	-	6,000.00	10,000.00	
- Equipment	4,000.00	4,000.00	-	4,000.00	123,240.00	
- Fleet Acquisition	-	-	-	-	46,400.00	
- Fleet Maintenance	-	-	-	-	1,200.00	
- Fuel	-	-	-	-	5,000.00	
- Wastewater Flow Measurement	9,000.00	9,000.00	-	9,000.00	9,000.00	
Other Expense	5,000.00	5,000.00	-	12,000.00	52,000.00	
Uniforms	-	-	-	-	2,800.00	
Training	-	-	-	-	8,000.00	
Dispatch	-	-	-	-	3,000.00	
Salaries	-	-	-	-	246,000.00	
Taxes	-	-	-	-	20,622.60	
Benefits	-	-	-	-	30,738.21	
Retirement	-	-	-	-	15,384.00	
On Call	-	-	-	-	10,400.00	
Capital Projects:						
- Road Reconstruction	10,000.00	10,000.00	-	1,000.00	10,000.00	
- HRTreated Effluent Fill Station	125,000.00	125,000.00	-	-	125,000.00	
- Parallel West Interceptor	1,600,000.00	1,600,000.00	-	-	1,600,000.00	
Other:						
- Reimbursement to Caliterra Oversize of West Intercept	500,000.00	500,000.00	-	-	500,000.00	

**Attachment "A"**

Item 11.

	FY 2021 Adopted	FY 2021 Amended	Change	FY 2021 Projected	FY Proposed
TWDB Engineering:					
- West Interceptor, SC, LS, FM and TE line 1950-001	250,000.00	250,000.00	-	200,000.00	215,000.00
- East Interceptor 1951-001	100,000.00	100,000.00	-	100,000.00	300,000.00
- Effluent HP 1952-001	125,000.00	125,000.00	-	10.00	150,000.00
- Reclaimed Water Facility 1953-001	-	-	-	-	15,000.00
- WWTP Design Assistance	75,000.00	75,000.00	-	37,500.00	37,500.00
- So Regional WW System Exp P&M 1923-001	40,000.00	40,000.00	-	40,000.00	30,000.00
Miscellaneous:					
- Consultants and Legal	680,000.00	680,000.00	-	650,000.00	760,000.00
TWDB Capital Projects:					
- West Interceptor, So Collector and LS and FM	2,000,000.00	2,000,000.00	-	-	3,500,000.00
- East Interceptor	25,000.00	25,000.00	-	-	25,000.00
- Effluent Holding Pond	1,500,000.00	1,500,000.00	-	-	1,500,000.00
- WWTP	4,000,000.00	4,000,000.00	-	-	25,000.00
<b>Total Expense</b>	<b>11,941,600.00</b>	<b>12,182,100.00</b>	<b>240,500.00</b>	<b>2,036,357.46</b>	<b>10,250,988.81</b>
<b>Balance Forward</b>	<b>3,870,138.66</b>	<b>4,434,059.82</b>	<b>563,921.16</b>	<b>7,626,168.13</b>	<b>6,324,980.10</b>

**WATER**

**Revenue**

TXF from Wastewater Fund	12,000.00	12,000.00	-	12,000.00	12,000.00
<b>Total Revenue</b>	<b>12,000.00</b>	<b>12,000.00</b>	<b>-</b>	<b>12,000.00</b>	<b>12,000.00</b>

**Expense**

Operating and Maintenance	12,000.00	12,000.00	-	12,000.00	12,000.00
<b>Total Expense</b>	<b>12,000.00</b>	<b>12,000.00</b>	<b>-</b>	<b>12,000.00</b>	<b>12,000.00</b>
<b>Balance Forward</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**TWDB FUND**

Balance Forward	1,000.00	787.27	(212.73)	787.27	987.27
Revenues	8,795,000.00	8,795,000.00	-	-	6,490,000.00
Interest	500.00	500.00	-	6.00	6.00
<b>Total revenue</b>	<b>8,796,500.00</b>	<b>8,796,287.27</b>	<b>(212.73)</b>	<b>793.27</b>	<b>6,490,993.27</b>

**Expenses**

Escrow Fees	1,000.00	300.00	(700.00)	300.00	300.00
Expenses	8,795,000.00	8,795,000.00	-	-	6,490,000.00
<b>Total Expenses</b>	<b>8,796,000.00</b>	<b>8,795,300.00</b>	<b>(700.00)</b>	<b>300.00</b>	<b>6,490,300.00</b>
<b>Balance Forward</b>	<b>500.00</b>	<b>987.27</b>	<b>487.27</b>	<b>493.27</b>	<b>693.27</b>

**IMPACT FUND**

Bal Fwd	2,638,325.17	3,089,768.25	451,443.08	3,089,768.25	2,637,434.76
<b>Revenue</b>					
Impact Fees	242,560.00	242,560.00	-	1,211,507.71	2,079,320.00
Impact Fee Deposits	-	-	-	-	-
Interest Income	25,000.00	25,000.00	-	28,000.00	25,000.00
<b>Total</b>	<b>2,905,885.17</b>	<b>3,357,328.25</b>	<b>451,443.08</b>	<b>4,329,275.96</b>	<b>4,741,754.76</b>

**Expense**

TXF to Debt Service 2015	733,288.20	733,288.20	-	733,288.20	711,231.76
TXF to Debt Service 2019	958,553.00	958,553.00	-	958,553.00	983,533.00
<b>Total expense</b>	<b>1,691,841.20</b>	<b>1,691,841.20</b>	<b>-</b>	<b>1,691,841.20</b>	<b>1,694,764.76</b>
<b>Total Bal Fwd</b>	<b>1,214,043.97</b>	<b>1,665,487.05</b>	<b>451,443.08</b>	<b>2,637,434.76</b>	<b>3,046,990.00</b>

**DEBT SERVICE FUND 2015**

## Attachment "A"

	FY 2021 Adopted	FY 2021 Amended	Change	FY 2021 Projected	FY 2021 Proposed
Bal Fwd	841,062.67	845,567.04	4,504.37	845,567.04	861,673.04
<b>Revenue</b>					
TXF from Impact Fund	733,288.20	733,288.20	-	733,288.20	711,231.76
Interest	8,000.00	8,000.00	-	12,000.00	8,000.00
<b>Total Revenue</b>	<b>1,582,350.87</b>	<b>1,586,855.24</b>	<b>4,504.37</b>	<b>1,590,855.24</b>	<b>1,580,904.80</b>
<b>Expenses</b>					
Debt Payment 2015	729,182.20	729,182.20	-	729,182.20	733,288.20
<b>Total Expense</b>	<b>729,182.20</b>	<b>729,182.20</b>	<b>-</b>	<b>729,182.20</b>	<b>733,288.20</b>
<b>Balance Fwd</b>	<b>853,168.67</b>	<b>857,673.04</b>	<b>4,504.37</b>	<b>861,673.04</b>	<b>847,616.60</b>
<b>DEBT SERVICE FUND 2013</b>					
Bal Fwd	95,372.15	96,177.92	805.77	96,177.92	100,180.42
<b>Revenue</b>					
TXF from HOT	92,410.00	92,410.00	-	92,410.00	89,505.00
Interest	1,200.00	1,200.00	-	1,700.00	1,200.00
<b>Total</b>	<b>188,982.15</b>	<b>189,787.92</b>	<b>805.77</b>	<b>190,287.92</b>	<b>190,885.42</b>
<b>Expense</b>					
Tax Series 2013	90,107.50	90,107.50	-	90,107.50	92,410.00
<b>Total Expenses</b>	<b>90,107.50</b>	<b>90,107.50</b>	<b>-</b>	<b>90,107.50</b>	<b>92,410.00</b>
<b>Balance Fwd</b>	<b>98,874.65</b>	<b>99,680.42</b>	<b>805.77</b>	<b>100,180.42</b>	<b>98,475.42</b>
<b>DEBT SERVICE FUND 2019</b>					
Bal Fwd	934,598.47	939,303.11	4,704.64	939,303.11	976,303.11
<b>Revenue</b>					
TXF from Impact Fees	958,553.00	958,553.00	-	958,553.00	983,553.00
Interest	2,000.00	2,000.00	-	12,000.00	12,000.00
<b>Total</b>	<b>1,895,151.47</b>	<b>1,899,856.11</b>	<b>4,704.64</b>	<b>1,909,856.11</b>	<b>1,971,856.11</b>
<b>Expense</b>					
Tax Series 2019	933,553.00	933,553.00	-	933,553.00	958,553.00
<b>Total Expenses</b>	<b>933,553.00</b>	<b>933,553.00</b>	<b>-</b>	<b>933,553.00</b>	<b>958,553.00</b>
<b>Balance Fwd</b>	<b>961,598.47</b>	<b>966,303.11</b>	<b>4,704.64</b>	<b>976,303.11</b>	<b>1,013,303.11</b>
<b>PEG FUND</b>					
Balance Fwd	105,777.27	112,632.00	6,854.73	112,632.00	142,224.71
<b>Revenues</b>					
TWC	27,200.00	27,200.00	-	28,192.71	27,000.00
Interest Income	1,200.00	1,200.00	-	1,400.00	1,400.00
<b>Total Revenues</b>	<b>134,177.27</b>	<b>141,032.00</b>	<b>6,854.73</b>	<b>142,224.71</b>	<b>170,624.71</b>
<b>Expense</b>	-	-	-	-	-
<b>Balance Fwd</b>	<b>134,177.27</b>	<b>141,032.00</b>	<b>6,854.73</b>	<b>142,224.71</b>	<b>170,624.71</b>
<b>RESERVE FUND</b>					
Balance Fwd	1,303,727.01	1,310,195.16	6,468.15	1,310,195.16	1,526,195.16
<b>Revenue</b>					
TXF from General Fund	125,000.00	200,000.00	75,000.00	200,000.00	200,000.00
Interest	12,000.00	12,000.00	-	16,000.00	16,000.00
<b>Total</b>	<b>1,440,727.01</b>	<b>1,522,195.16</b>	<b>81,468.15</b>	<b>1,526,195.16</b>	<b>1,742,195.16</b>
<b>Expense</b>					

**Attachment "A"**

Item 11.

	<b>FY 2021 Adopted</b>	<b>FY 2021 Amended</b>	<b>Change</b>	<b>FY 2021 Projected</b>	<b>FY Proposed</b>
Expense	-	-	-	-	-
<b>Total Expense</b>	-	-	-	-	-
<b>Balance Fwd</b>	<b>1,440,727.01</b>	<b>1,522,195.16</b>	<b>81,468.15</b>	<b>1,526,195.16</b>	<b>1,742,195.16</b>

**TIRZ 1**

Balance Forward	183,286.56	371,479.73	188,193.17	371,479.73	463,027.86
<b>Revenues</b>					
City AV	88,602.29	88,602.29	-	86,476.72	89,118.46
County AV	183,794.71	183,794.71	-	191,855.28	218,599.49
City for GAP Escrow	250,000.00	250,000.00	-	250,000.00	250,000.00
Interest Income	500.00	500.00	-	6,200.00	3,000.00
EPS Reimbursements	19,200.00	19,200.00	-	4,516.13	-
<b>Total Revenue</b>	<b>725,383.56</b>	<b>913,576.73</b>	<b>188,193.17</b>	<b>910,527.86</b>	<b>1,023,745.81</b>

**Expense**

TIRZ Expense					
Project Management/Misc Costs	75,500.00	75,500.00	-	50,000.00	48,000.00
Project Administration P3 Works	35,000.00	35,000.00	-	25,000.00	35,000.00
Legal Fees	20,000.00	20,000.00	-	20,000.00	20,000.00
EPS	30,000.00	30,000.00	-	5,000.00	-
MAS	22,500.00	22,500.00	-	22,500.00	62,500.00
HDR	120,700.00	120,700.00	-	50,000.00	227,500.00
TJKM - Grant Writing	-	-	-	-	7,500.00
Buie - PR	-	-	-	-	8,500.00
Misc Consulting	25,000.00	25,000.00	-	25,000.00	25,000.00
Creation Cost Reimbursements	-	-	-	-	-
TXF to GAP Escrow	250,000.00	250,000.00	-	250,000.00	250,000.00
<b>Total Expense</b>	<b>578,700.00</b>	<b>578,700.00</b>	<b>-</b>	<b>447,500.00</b>	<b>684,000.00</b>
<b>Balance Forward</b>	<b>146,683.56</b>	<b>334,876.73</b>	<b>188,193.17</b>	<b>463,027.86</b>	<b>339,745.81</b>

**TIRZ 2**

Balance Forward	126,995.25	38,321.60	<b>(88,673.65)</b>	38,321.60	244,199.12
<b>Revenue</b>					
Interest Income	200.00	200.00	-	900.00	400.00
City AV	64,722.91	64,722.91	-	63,708.56	111,125.78
County AV	132,818.09	132,818.09	-	141,268.96	254,043.81
<b>Total Revenue</b>	<b>324,736.25</b>	<b>236,062.60</b>	<b>(88,673.65)</b>	<b>244,199.12</b>	<b>609,768.71</b>

**Expense**

Creation Cost Reimbursements	-	-	-	-	-
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Balance Forward</b>	<b>324,736.25</b>	<b>236,062.60</b>	<b>(88,673.65)</b>	<b>244,199.12</b>	<b>609,768.71</b>

**CITY OF DRIPPING SPRINGS**

**RESOLUTION No. 2021-R\_\_**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS,  
RATIFYING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2021-2022;  
FUNDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES;  
FILING OF BUDGET; REPEALER; SEVERABILITY; EFFECTIVE DATE;  
AND PROPER NOTICE

**WHEREAS,** the City of Dripping Springs City Council (“City Council”) seeks to enact and otherwise approve the City of Dripping Springs’ (“City”) budget for Fiscal Year 2021-2022; and

**WHEREAS,** the new fiscal year commences for the City on October 1, 2021; and

**WHEREAS,** the Budget as adopted raises more total property taxes than last year’s budget by \$352,174.21, which is a fourteen percent (21.59%) increase from last year’s budget. The property tax revenue to be raised from new property added to the tax roll this year is \$207,432.61; and

**WHEREAS,** Local Government Code § 102.007 requires the City ratify the Budget by a separate vote; and

**WHEREAS,** the City Council finds that the proposed Budget is for legitimate municipal purposes, and complies with Texas Local Government Chapter 102; and

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

**WHEREAS,** pursuant to Texas Local Government Code §101.002, the City Council may manage and control the finances of the municipality; and

**WHEREAS,** the City Council finds that it is necessary and proper for the good government, peace or order of the City to adopt an ordinance establishing a budget for the upcoming fiscal year; and

**WHEREAS,** the City has satisfied all statutory requirements for public notices and public hearings regarding the attached budget (*Attachment “A”*).

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

## 1. FINDINGS OF FACT

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

## 2. ENACTMENT

The City's budget for Fiscal Year 2019-2020 shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Resolution for all intents and purposes.

## 3. REPEALER

To the extent reasonably possible, resolutions and ordinances are to be read together in harmony. However, all resolutions and ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated, herein.

## 4. SEVERABILITY

Should any of these clauses, sentences, paragraphs, sections or parts of this Resolution 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 Resolution.

## 5. FILING OF THE BUDGET

The City Secretary is hereby directed to file the budget on the website of the City and in the City's official records.

## 6. EFFECTIVE DATE

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

## 7. PROPER NOTICE & MEETING

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

**COUNCIL MEMBER XX** MOTIONED TO APPROVE THIS RESOLUTION, WHICH WAS SECONDED BY **XX**. THE MOTION TO APPROVE RESOLUTION NO. 2021-R\_\_\_ CARRIED RECEIVING THE VOTE: \_\_\_ (AYES), \_\_\_\_\_ (NAYS), AND **0** (ABSTENTIONS).

**PASSED & APPROVED, this the 21<sup>st</sup> day of September 2021, by the following roll call vote of the City Council of Dripping Springs, Texas.**

<b>Mayor Pro Tem Manassian</b>	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>
<b>Council Member King</b>	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>
<b>Council Member Tahuahua</b>	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>
<b>Council Member Harris-Allison</b>	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>
<b>Council Member Parks</b>	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>

**CITY OF DRIPPING SPRINGS:**

---

Bill Foulds, Jr., Mayor

**ATTEST:**

---

Andrea Cunningham, City Secretary

*Attachment “A”*

**Adopted Budget  
Fiscal Year 2021-2022**



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

**Submitted By:** Shawn Cox, Finance Director/City Treasurer

**Council Meeting Date:** Tuesday, September 21, 2021

**Agenda Item Wording:** Consideration of approval of an Ordinance approving the 2021 Ad Valorem Tax and Levy of 0.19 per one hundred dollars (\$100.00) of assessed valuation of all taxable property within the Corporate City Limits; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.

**Agenda Item Requestor:**

**Summary/Background:**

At the August 25, 2021 Special Budget Meeting, the City Council took action to set the proposed property tax rate for 2021 at \$0.19 per \$100 valuation. The City Council on September 21, 2021 held a public hearing on the proposed tax rate.

The proposed rate of \$0.19 per \$100 valuation is the same rate currently adopted by the City.

The FY 2022 Budget, which has been presented to Council and Considered at their September 21, 2021 Regular Meeting reflects the adoption of the proposed tax rate.

**Commission**

**Recommendations:**

**Recommended Council Actions:** The Finance Director/City Treasurer recommends adoption of the \$0.19 tax rate as reflected in the FY 2022 Budget.

**Attachments:** 2021 Tax Levy Ordinance

**Next Steps/Schedule:**

**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. 2021-\_\_\_\_\_**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, APPROVING THE 2021 AD VALOREM TAX RATE AND LEVY OF NINETEEN HUNDREDTHS CENTS (\$0.19) PER ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE CITY LIMITS OF THE CITY; PROVIDING FOR PENALTIES AND INTEREST; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; SEVERABILITY; SAVINGS CLAUSE; PUBLICATION AND EFFECTIVE DATE

**WHEREAS**, a budget appropriating revenues generated for the use and support of the municipal government of the City of Dripping Springs (“City”) has been approved and adopted by the City Council of the City of Dripping Springs (“City Council”) as required by Chapter 102 of the Texas Local Government Code; and

**WHEREAS**, a notice of the hearing on a proposed tax revenue increase was published in the City’s official newspaper on September 2, 2021; and

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

**WHEREAS**, the tax rate exceeds the no-new-revenue tax rate and was passed by a greater than a sixty percent (60%) of the members of the governing body; and

**WHEREAS**, the City Council finds that it is necessary and proper for the good government, peace or order of the City to adopt an ordinance establishing an ad valorem tax rate.

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

**1. APPROVAL OF 2021 TAX RATE & LEVY**

That there be and is hereby levied and shall be assessed and collected for the year 2021, on all taxable property, real, personal and mixed, situated within the city limits of the City, and not exempt the Constitution of the State and valid state laws, an ad valorem tax rate of Nineteen Hundredths Cents (\$0.19) on each One Hundred Dollars (\$100.00) assessed value of taxable property, and shall be apportioned and distributed as follows:

- (a) For the purpose of defraying the current expenses and budge of the municipal government of the City (maintenance and operations (M&O)), a tax rate of Nineteen Hundredths Cents (\$0.19) on each One Hundred Dollars (\$100.00) assessed value of taxable property.

**THIS TAX RATE WILL RAISE MORE TAXES FOR  
MAINTENANCE AND OPERATIONS THAN LAST YEAR'S  
TAX RATE.**

THIS TAX RATE WILL EFFECTIVELY BE RAISED BY 8.3 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$0.00.

- (b) The City Secretary shall cause the following notice to be posted on the homepage of the City's internet website:

THE CITY OF DRIPPING SPRINGS, TEXAS ADOPTED A TAX RATE THAT WILL EFFECTIVELY BE RAISED BY EIGHT POINT THREE PERCENT (8.3%) AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,00.00 HOME BY APPROXIMATELY \$ 0.00.

## **2. PENALTY & INTEREST**

All taxes shall become a lien upon the property against which assessed and the City Tax Assessor/Collector for the City of Dripping Springs, Texas, shall by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, or the payment of said taxes, penalty and interest for the general fund of the City of Dripping Springs, Texas.

## **3. FINDINGS OF FACT**

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

## **4. SEVERABILITY CLAUSE**

That is any section, subsection, paragraph, clause, phrase, or provision of this Ordinance shall be judged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or provision thereof, other than the part so decided to be invalid or unconstitutional.

## **5. SAVINGS CLAUSE**

That all previous budget ordinances shall remain in full force and effect, save and except as amended by this Ordinance.

## **6. PUBLICATION CLAUSE**

The City Secretary of the City of Dripping Springs, Texas, is hereby directed to public in the Official Newspaper of the City of Dripping Springs, the caption, and effective date clause of this Ordinance as required by Texas Local Government Code §52.011.

## **7. EFFECTIVE DATE**

The necessity for making and approving a budget for the fiscal year, as required by the laws of the State of Texas, requires that this Ordinance shall take effect immediately from and after its passage as the law in such provides.

**8. 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, 21<sup>st</sup> day of September 2021, by the following City Council of Dripping Springs roll call vote:**

<b>Mayor Pro Tem Manassian</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
<b>Council Member King</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
<b>Council Member Tahuahua</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
<b>Council Member Harris-Allison</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
<b>Council Member Parks</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>

**CITY OF DRIPPING SPRINGS:**

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

**ATTEST:**

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



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

**Submitted By:** Craig Rice, Maintenance Director

**Council Meeting Date:** September 21, 2021

**Agenda Item Wording:** **Discuss and consider approval of a request to improve the landscaping Veterans Memorial Park adjacent to and surrounding the Welcome to Dripping Springs sign pursuant to partial lease of Veterans Memorial Park.**

**Agenda Item Requestor:** VFW Post 2933 and American Legion Post 290

**Summary/Background:** VFW Post 2933 and American Legion Post 290 is requesting approval to rework the garden beds in front of the Dripping Springs Welcome sign. They are proposing to:

1. Remove all the existing rocks and plants.
2. Downsize the garden bed for a 6-x9.5' bed with metal edging and cut stone matching the existing look of the new DAR improved bed.
3. Cover the area with nylon mat that will prevent grass and weed growth.
4. Work with master gardeners to select plant that will not block the welcome sign and that are native to Texas.
5. Cover the bed and new plants with mulch.
6. Clean up the unused area of the existing bed and plant grass.

The proposed maintenance plan for watering, weeding, and general maintenance of the garden is satisfactory.

The proposed plants for the garden beds are native plants to Texas and drought tolerant as required by City Ordinance.

**Commission Recommendations:** The Parks and Recreation Commission unanimously recommended approval of the proposed improvements on June 7, 2021

**Recommended Council Actions:** Staff recommends approval of the proposed improvements

**Attachments:**

1. Letter from Tony Chamness
2. Planting and improvement plan
3. Maintenance Plan (Approved by City Maintenance Director)
4. Proposed plant and supply list

**Next Steps/Schedule:**

With City Council approval, VFW Post 2933 and American Legion Post 290 will begin reworking the garden bed discussed.

Tony Chamness  
P.O. Box 593  
Dripping Springs, TX 78620  
[DoSquare2@aol.com](mailto:DoSquare2@aol.com)  
(512)791-4289

September 3, 2021

Mr. Craig Rice  
Maintenance Director  
City of Dripping Springs  
511 Mercer St.  
Dripping Springs, TX 78620

Re: Veterans Memorial Park

Dear Mr. Rice:

After reviewing the lease agreement that the VFW/American Legion has with the City for Lots 1 and 2 of the Veterans Memorial Park Subdivision this week, I found that you are the City person I should be working with. The lease calls for VFW/AL to submit a plan for revamping the garden area in front of the Welcome Sign.

We had submitted a garden plan back in June that was approved by the Parks and Recreation Commission at the June 7<sup>th</sup> meeting, but it was put on hold by the City Administrator a few days later. Apparently there were questions about our plan meeting the building code, lighting ordinance, and landscape ordinance.

The only thing that should apply for the garden project is the landscape ordinance. If possible I would like a copy of the landscape ordinance for our review.

We propose to do the following for the garden:

- 1) Remove all of the existing rocks and plants from the existing garden bed. (Completed)
- 2) Downsize the garden bed to a 6'0" x 18'-0" bed with metal edging and cut stone.
- 3) Cover the area with a nylon mat that will stop unwanted grass and weeds.
- 4) Work with local master gardeners to select plants that will not block the Welcome Sign.
- 5) Cover the area around the new plants inside the garden area with hardwood mulch.
- 6) Clean up the unused area of the existing garden bed and plant grass seed around the outside of the new bed.

Our Lease Agreement does not require repairs to City sign lighting. Item No. 7 of the original garden plan will be deleted.

Page 2

Our garden maintenance plan is as follows:

- 1) Water and fertilize plants as needed.
- 2) Remove grass and weeds inside garden bed.
- 3) Replace dead plants as needed.
- 4) Trim plants that block Welcome Sign.

If possible I would like to meet with you next week to discuss the garden and our plan to upgrade the branch of service plaques mounted on the back side of the Welcome Sign. I will give you a copy of the garden plan when we meet at the triangle.

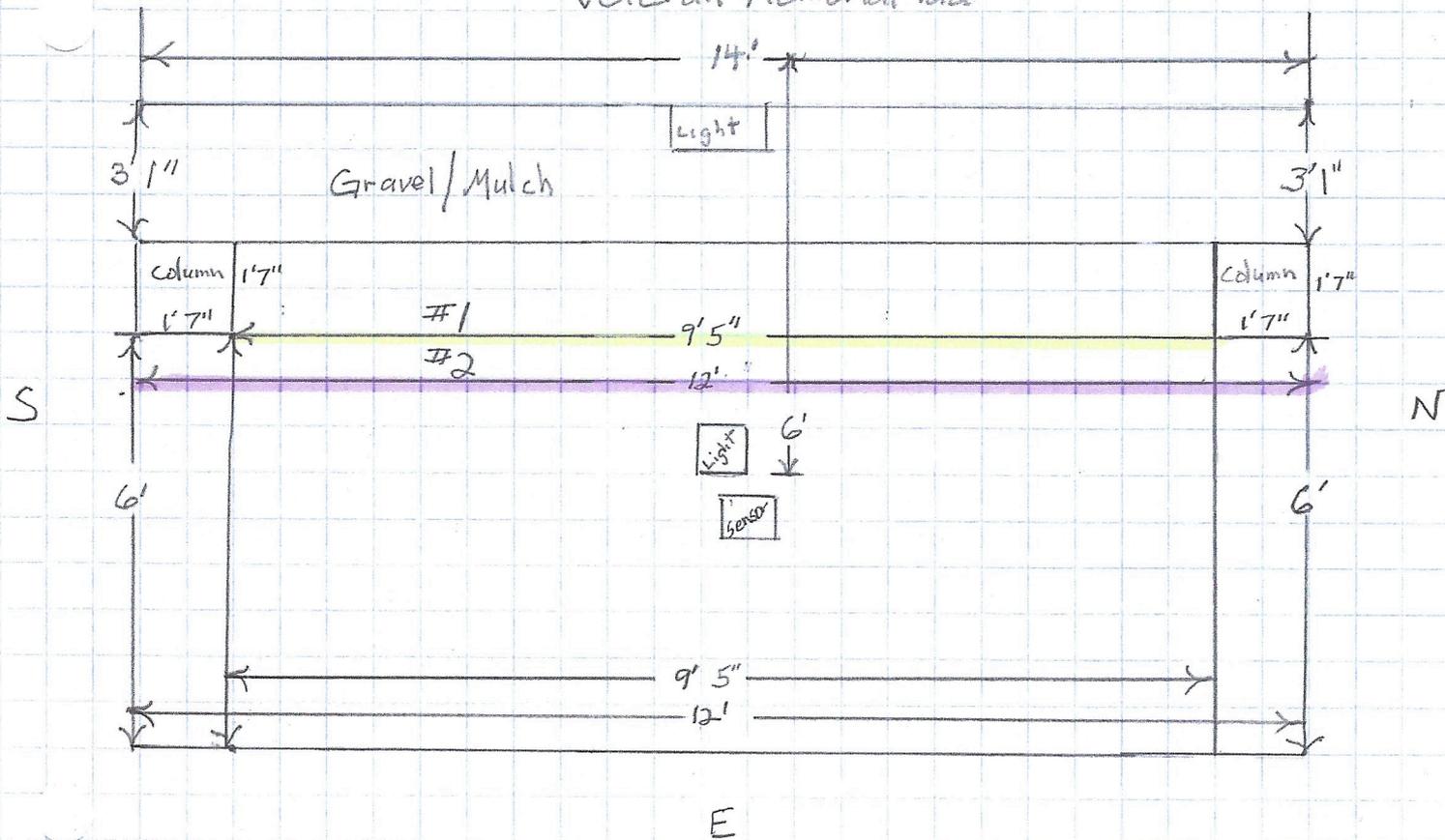
Thanks,



Tony Chamness  
American Legion Post 290

Cc: Dennis Eibe

## Veteran Memorial Pad



Option 1 - Inside columns

Option 2 - Outside columns

1. Repair/Remove lighting ground.
2. Remove light sensor in ground
3. Till the garden area
4. Spread weed killer
5. Cover treated area with double weed barrier
6. Plant as approved.
7. Cover with mulch small stone
8. Determine if circle garden is Veteran responsibility
  - If not, allow it to return to natural cover and cover with sod
  - If Veteran responsibility, turn into circle garden (small/tree)
9. Remove 3 old cedar posts where former rose bush was.
10. Remove sprinkler box and conduit.

American Legion/VFW Memorial Park Project		As Of: 9/16/21		
Tentative Items	Cost		Quantity	
8" x 4" Brown Steel Landscaping Edging	\$19.98	Each	TBD	
1" Brown Steel Landscape Edging Stakes	\$3.98	Each	TBD	
11/16" Brown Edging Corner Stake	\$6.98	Each	TBD	
1 Brown Metal Splicing Stakes	\$5.98	Each	TBD	
1' Brown Steel Landscape Edging Stake	\$3.98	Each	TBD	
Steel Tree Ring Circles (15' circle where rose bush used to be)	\$9.98	Each	TBD	
3 = 3'				
4 = 4'				
5 = 5'				
4' x 50' Vigoro Weed Block Fabric	\$19.98	Each	TBD	
Vigoro Fabric & Garden Staples	\$9.98	75 Pack	TBD	
0.8 cu ft Vigoro Brown Rubber Mulch	\$6.97	Each	TBD	
Covers 6.4 sq ft up to 1.5" in depth				
2 cu ft Vigoro Brown Colored Mulch	\$3.48	Each	TBD	
Covers 3 sq ft up to 3" deep (1 year)				
Mountain Granite	\$4.98	Each	TBD	
Covers 3 sq ft up to 2" deep				
All purpose stone	\$4.68	Each	TBD	
Covers 3 sq ft up to 2" deep				
<i>Donated - Ben Hedge, Home Depot Manager, 512.858.5041, will donate all all needed garden items from above as required.</i>				
""Tentative"" Plants	Cost	Size	Unit	Quantity
Nothing Taller Than 2' Tall				
Mum Assorted Color - Perennial	\$21.99	2' x 2'	12" Pot	TBD
Lantana (Anne Murie) (Drought Resistant)	\$9.99	2' x 2'	1 gal	TBD
Beel Balm Rose Pink - Perennial	\$10.99	2'-3' x 1'-2'	1 gal	TBD
Henry Duelberg Sage - Perennial (Drought Resistant)	\$9.99	3' x 3'	1 gal	TBD
Desert Mallow Perennial (Drought Resistant)	\$15.99	3' x 3'	2 gal	TBD
Plumbago Sky Blue - Perennial	\$9.99	3'-4' x 3'-4'	1 gal	TBD
Plumbago Deep Blue - Perennial	\$22.99	3'-4' x 3'-4'	3 gal	TBD
Mexican Blue Sage (Drought Resistant)	\$15.00	4'-5' x 3'-4'	2 gal	TBD
<i>Donated - Red Crepe Myrtle (9/16/21) - Put in circle?</i>	\$1,200.75			

<b>ATX Trees, Arthur Sedillo, 512.363.2335 (Army ANG Vet)</b>				
<b>Prices per Natural Gardener 9/15/21</b>				
<b>Some Plants Could Be Higher Depending On Size Of New Sign</b>				

STATE OF TEXAS §  
COUNTY OF HAYS §  
CITY OF DRIPPING SPRINGS §

**PARTIAL EXTENSION OF LEASE AGREEMENT:  
Triangle**

1. **Date:** April 13, 2021
2. **Landlord:** City of Dripping Springs, Texas, an incorporated municipality.
3. **Landlord's Address:** City Hall, 511 Mercer Street, Dripping Springs, Texas 78620
4. **Tenants:** Veterans of Foreign Wars (VFW) Post 2933  
American Legion Post 290
5. **Tenants' Address:** American Legion Post  
290, P. O. Box 1413,  
Dripping Springs, Texas 78620
6. **Premises:**
  - A. **Description:** Lots 1 and 2 of the Veteran's Memorial Park Subdivision as shown in Exhibit "A".
  - B. **Location:** Intersection of Highway 290 West and Ranch Road 12
  - C. **Street Address:** 27500 Ranch Road 12
  - D. **City, State, Zip:** Dripping Springs, Texas 78620
7. **Base Rent:** Ten (\$10.00) per year
8. **Extension:** In accordance with Section 8 of the Lease Agreement dated November 8, 2005, the Landlord and Tenant are exercising their option to extend (i.e., renew) the lease for an additional two-year period through October 31, 2024, except that the building on the premises is no longer a part of the Lease Agreement as it has been removed from the premises.
9. **Termination:** This lease may be terminated by either party for any reason upon receipt of written notice ninety (90) days prior to the termination date.
10. **Purpose:** The Premises are to be used exclusively by Tenants for the purposes of conducting meetings and civic events, including those open to the public. It is contemplated that the Premises will be used for Tenants' memorial site and for private and public events related to the purpose of

the VFW and American Legion. All events and activities shall comply with City ordinance and park rules including special event permit requirements when required. Tenants shall provide notice to City prior to any public events in order to ensure coordination with City rental of remainder of Veterans Memorial Park.

## 11. Clauses & Covenants:

### A. Tenants agree to:

1. Accept the Premises in their present condition "AS IS" the Premises being currently suitable for Tenants' intended use.
2. Obey all laws, ordinances, orders, rules, and regulations applicable to the use, condition, and occupancy of the Premises.
3. Pay the Base Rent to Landlord at Landlord's Address no later than the October 15<sup>th</sup> of each year, with the first payment due upon execution of this Lease.
4. Allow Landlord to enter the Premises to perform Landlord's obligations, to include inspect of the Premises.
5. Repair any damage to the Premises caused by Tenants.
6. Maintain the Premises in a condition suitable for its intended use under this lease, including the flagpole, the memorial wall, archways, and other related Tenant improvements. Within three months of execution of this Agreement, the lessees shall prepare a plan for the garden area in front of the Welcome Sign including planting and maintenance. The plan shall be provided for approval to the Maintenance Director and implemented by the Tenants or their designees.
7. Maintain public liability insurance for the Premises and the conduct of Tenant's use in an amount of five hundred thousand dollars (\$500,000.00), naming Landlord as an additional named insured.
8. 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.
9. Deliver certificates of insurance to the Landlord before the execution of this Lease and thereafter when requested.
10. Indemnify, defend, and hold Landlord harmless from any loss, attorney's fees, court and other costs, or claims arising out of Tenant's use of the Premises.
11. Vacate and surrender the Premises on termination of this lease, including termination upon ninety (90) days' notice by Landlord in cases of neglect, waste, or failure to pay timely rent.

**B. Tenant agrees not to:**

1. Use the Premises for any purpose other than that stated in this Lease.
2. Create or permit a nuisance.
3. Allow for destruction or devaluation of the property.
4. Use the Premises in any way that is extra-hazardous, would increase insurance premiums, or would void insurance on the premises.
5. Alter the Premises without Landlord's written consent, which may be given by the City Council.

**C. Landlord agrees to:**

1. Lease to Tenant the Premises for the entire Term, unless terminated in accordance with this lease.
2. Maintain the Premises in a condition suitable for its intended use under this lease.

**D. Landlord & Tenant agree to the following:**

1. *Alterations.* Tenant is prohibited from making any permanent physical alterations to the Premises without Landlord's written consent. Tenant shall submit all construction plans and site plans to Landlord prior to construction for Landlord's approval. All permanent improvements made by Tenants shall become fixtures that remain with the Premises at the conclusion of the Lease Term.
2. *Release of Claims/Subrogation.* Tenant agrees to release Landlord from any claim, by subrogation or otherwise, for any damage to the Premises, regardless of cause, including negligence of Landlord 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.
3. *Notice to Insurance Companies.* Landlord and Tenant will notify the issuing insurance companies of the release set forth in the preceding paragraph and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.
4. *Casualty/Total or Partial Destruction.* If the Premises are damaged by casualty, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten (10) days. If Tenant does not terminate this lease, the lease will continue.
5. *Default by Landlord/Events.* Defaults by Landlord 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.

6. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are, if Landlord fails to comply with any provision of this lease within thirty (30) days of written notice to terminate this lease.
7. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (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) and (b) above.
8. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to: (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord 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. Landlord 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.
9. *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. Landlord and Tenant have a duty to mitigate damages.
10. *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 Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.
11. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.
12. *Attorney's Fees.* If Landlord retains an attorney to enforce this lease and Landlord prevails in litigation, Landlord is entitled to recover reasonable attorney's fees and court and other costs.
13. *Law and Venue.* This lease shall be governed by the laws of the State of Texas. Venue is in any court of competent jurisdiction over the City of Dripping Springs, Hays County, Texas.
14. *Entire Agreement.* This lease is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.
15. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed

by Landlord and Tenant.

16. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

17. *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.

18. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

**LANDLORD:**

by: Bill Foulds Jr  
Bill Foulds Jr., Mayor  
City of Dripping Springs, Texas

date: 4/13/21

**TENANTS:**

by: \_\_\_\_\_  
Jerry Martin, Commander  
VFW Post 2933

date: \_\_\_\_\_

by: \_\_\_\_\_  
Ben Adari, Commander  
American Legion Post 290

date: \_\_\_\_\_

by Landlord and Tenant.

16. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

17. *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.

18. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

**LANDLORD:**

by: Bill Foulds Jr  
Bill Foulds Jr., Mayor  
City of Dripping Springs, Texas

date: 4/13/21

**TENANTS:**

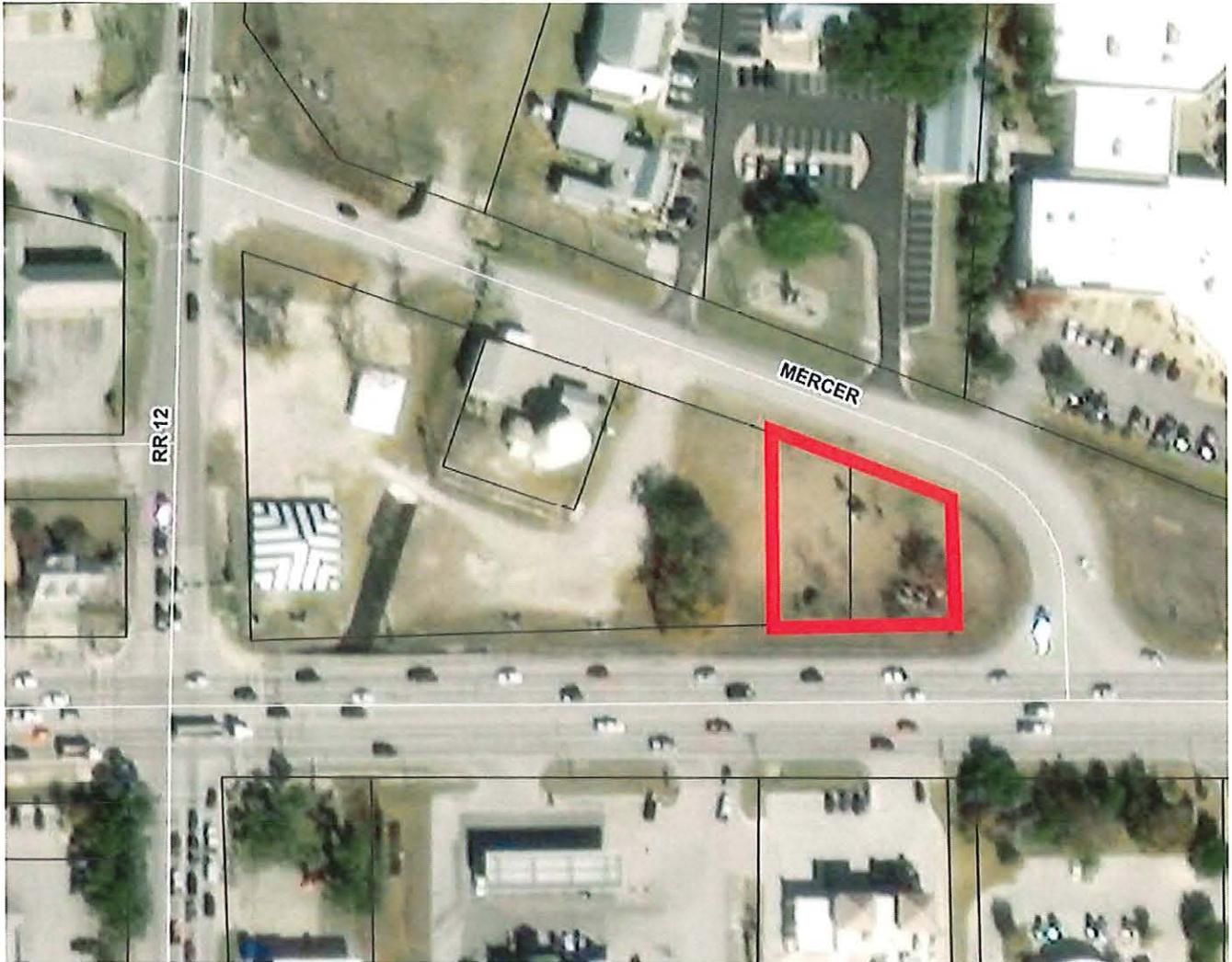
by: Jerry L Martin  
Jerry Martin, Commander  
VFW Post 2933

date: 4/16/2021

by: Ben Adari  
Ben Adari, Commander  
American Legion Post 290

date: 04/16/21

EXHIBIT "A"  
Leased Premises





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

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

**Council Meeting Date:** September 21, 2021

**Agenda Item Wording:** Discuss and consider approval of a License Agreement between the City of Dripping Springs and Vicky Lewis for a Cluster Mail Box Unit at 511 Mercer Street (City Hall Parking Lot) for use by Mercer Street Businesses.

**Agenda Item Requestor:** Vicky Lewis

**Summary/Background:** Vicky Lewis, owner of Mazama, and several other businesses on Mercer Street do not have US Postal Service mail boxes. Often times they do not receive deliveries because the sender uses their physical address and not their PO Box, resulting in the shipment being returned. Many businesses on Mercer Street are unable to get a mail box on site because there isn't a place to install one that meets the US Postal Service requirements. Having one cluster box versus several individual boxes is preferred by the US Postal Service and will be more aesthetically pleasing.

The businesses propose purchasing a cluster mail box unit and request that it be installed at City Hall. The businesses that are currently contributing to the purchase of the mail box and will have a mail receptacle in it are: Acoyon; Barber Shop; Mazama Coffee; Juniper Tree; Curated Cottage; Panache; Erickson & Associates; and Styles By Pricila. Additional businesses are expected to participate.

City Administrator Michelle Fischer has met with Sherry Watson, Dripping Springs Post Master on site at City Hall. She approved the installation of a cluster mail box unit with the following conditions: the unit is certified by the US Postal Service; it is installed according to the US Postal Service Specifications (which she provided); the concrete slab for the unit also accommodates the mail receptacle at the east end of the City Hall parking lot; and the cluster mail box unit location is approximately where the mail receptacle is currently on the east end of the parking lot.

City staff has reviewed the proposed location and installation specifications and have no objections/concerns.

The city would have its own mail receptacle in the cluster mail box unit. This would be helpful to the city since the city often does not receive mail and shipments because they are addressed to the city's physical address.

Vicky Lewis has agreed to be the Licensee and to coordinate the purchase of the cluster mail box. She will provide the cluster mail box unit and requests that the city install it.

City Maintenance Director Craig Rice has reviewed the installation specifications and said that city staff can do the installation work or the city can contract it out. He received an estimate from a contractor to do the work for approximately \$3,000. City Attorney Laura Mueller has reviewed the License Agreement and advises that they city may do/pay for the installation.

The License Agreement allows Vicky Lewis to own, operate, and maintain the cluster mail box. It requires that she have insurance that covers the mailbox (amount of coverage to require is being discussed).

The term of the Agreement continues as long as Licensee or its assignee maintains the Mailbox within the License Area or until the Licensor (city) needs the License Area for a use that is incompatible with the mailbox. The Licensor shall give the Licensee 60 days written notice prior to termination of the Agreement and shall coordinate with Licensee for a new site if needed.

**Commission  
Recommendations:**

The Historic Preservation Commission gave preliminary approval of the proposed cluster mail box unit, which requires a Certificate of Appropriateness. The applicant will submit a certificate of appropriateness application to the Commission for formal approval.

**Recommended  
Council Actions:**

Approve the License Agreement.

**Attachments:**

License Agreement.

**Next Steps/Schedule:**

Notify applicant; assist in processing Certificate of Appropriateness application.

## LICENSE AGREEMENT

This License Agreement (the "Agreement") is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date") by and between the **CITY OF DRIPPING SPRINGS**, a Texas Type A, General-Law municipal corporation, situated in Hays County, Texas ("Licensor") and **VICKY LEWIS** ("Licensee").

### RECITALS:

**WHEREAS**, Licensor owns certain real property in Hays County, Texas, at 511 Mercer street, known as the Dripping Springs City Hall Parking Lot, ("License Area"); and

**WHEREAS**, Licensee wishes to place a United States Postal Service cluster unit mailbox ("Mailbox") designated for businesses on Mercer Street and as designed in Exhibit "A"; and

**WHEREAS**, Licensee and Licensor have agreed that Licensor will install and place the Mailbox on the License Area as specified in Exhibit "B"; and

**WHEREAS**, Licensee and Licensor have agreed that Licensee shall maintain the Mailbox on the License Area, on the terms and conditions set forth below.

### NOW, THEREFORE, the parties have agreed as follows:

1. **Grant of License:** Licensor hereby grants to Licensee the exclusive right, privilege, and permission to enter on, over, and across the License Area for the purposes of operating, maintaining, replacing, upgrading, repairing, and removing the Mailbox as approved by Licensor within the License Area.
2. **Consideration:** In consideration for this License, Licensee agrees to maintain the Mailbox in good condition. Licensee will also remit to Licensor a License Fee in the amount of ten dollars (\$10.00) per year.
3. **Right of Assignment:** Licensee shall not assign, sublet, or transfer its interest in this Agreement without Licensor's written consent. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the Licensor a copy of any such assignment or transfer of Licensee's right in this Agreement, including the name, date, address, and contact person.
4. **Insurance:** Licensee shall at all times maintain liability coverage in the amount of one million dollars (\$1,000,000.00) covering Licensee's activities within the License Area.
5. **Term and Termination:** The term of this Agreement shall begin upon execution of this Agreement and shall continue for so long as Licensee or its assignee maintains the Mailbox within the License Area or until the Licensor needs the License Area for a use that is incompatible with the Mailbox. The Licensor shall give the Licensee sixty (60) days

written notice prior to termination of this Agreement and shall coordinate with Licensee for a new site if needed. 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 Mailbox in good condition as required and pursuant to the default clause in paragraph 7 until such time as the Agreement is terminated.

6. **Title of Licensor:** Licensee acknowledges the legal title of Licensor to the License Area and agrees to never deny this title or to claim title in Licensee's name.
7. **Licensor's Rights:** The Licensee's right to use the Licensed Area 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 facilities, roadways or streets, and related appurtenances on, beneath, or above the Licensed Area. The Licensor shall take reasonable measures to prevent damage to or removal of the Improvements. Nothing in this Agreement shall be construed to limit in any way the power of the Licensor to widen, alter, or improve the utility lines or other improvements on the surface of the Licensee's Property, including alteration to or removal of the Improvements, pursuant to official action by the Licensor's governing body or designated representative; provided, however, that the Licensor shall provide the Licensee with at least thirty (30) days prior written notice to any such contemplated action unless alteration, improvement, or maintenance of the utility or improvements is needed to be done in a shorter time period to protect the health and safety of the residents or is otherwise required by an emergency situation.
8. **Waiver and Release:** Licensee hereby waives and releases any claims Licensee may have against Licensor, its successors and assigns for all fines, suits, claims, demands, losses, liabilities, actions, and costs, including court costs and attorneys' fees (collectively, "Damages") arising out of Licensee's use of the License Area. By entering into this License, neither the Licensor or Licensee waives, nor shall be deemed to waive, any rights, defenses, or immunities may have under applicable law.
9. **Default:** In the event Licensee fails to maintain the License Area or otherwise comply with the terms and conditions of this Agreement, Licensor shall provide Licensee written notice thereof at the address set forth below. Licensee shall have seven (7) days from the date of receipt of such notice to take action to cure the alleged default and, if Licensee does not diligently pursue remediation of such alleged default with the seven (7) day period, Licensor may take action to cure the alleged default. If the damage or disrepair of the Mailbox are deemed by the Licensor (at the Licensor's sole discretion) to constitute an imminent hazard to pedestrian or vehicular safety, the Licensee shall remove or repair the Mailbox immediately. Failure to immediately cure or mitigate an imminent hazard to the satisfaction of the Licensor shall serve as grounds for termination of this License.
10. **Notices:** All of the requirements and provisions herein for notice shall have been met when such notice has been placed in writing and personally delivered, delivered by facsimile transmission, with proof of receipt, or sent certified United States mail, postage prepaid, return receipt requested to the respective parties hereto at the following addresses:

**to Licensee at:** Vicky Lewis  
 PO Box 365  
 Dripping springs tx 78620  
 512.363.2183  
[Vicky@mazamacoffee.com](mailto:Vicky@mazamacoffee.com)

**to Licensor at:** City of Dripping Springs  
 P. O. Box 384  
 Dripping Springs, Texas 78620  
 Attn: City Administrator

11. The date of receipt shall be the date of actual receipt of such notice if the notice is personally delivered or sent by facsimile transmission (provided that any facsimile transmission not sent on a business day, or sent after 5:00 p.m. on a business day, shall be deemed received on the next business day), or two (2) days after the postmark date, whichever is sooner. Either party may change the above addresses by notice to the other party.
12. **Entire Agreement:** This Agreement sets forth the entire understanding between the parties with respect to the use of the License Area for the purposes described herein, and no other statement, agreement or understanding, oral or written, will be recognized, or enforced unless the same shall be in writing and signed by both parties after the date hereof.
13. **Governing Law:** This Agreement shall be governed by Texas law and all causes of action in connection herewith shall be maintained in proceedings filed in Hays County, Texas.
14. **Authority:** Licensor and Licensee each represent and warrant to the other that they have full authority to execute this Agreement and fulfill all the terms and conditions hereof.
15. **License Only:** This Agreement creates only a license on the terms, and subject to the conditions herein set forth for use by Licensee for the limited purposes permitted herein. Licensee does not acquire any leasehold or other real property interest in the License Area.
16. **Public Dedication:** Any public dedications by Licensee or public acceptance by Licensor shall be by separate instrument. Continuing maintenance and fiscal guarantees shall comply with all City ordinances.
17. **Severability:** If any provision contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

18. **Binding Effect:** The terms, provisions and covenants contained in this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

**Executed by Licensor and Licensee on the dates set forth below, to be effective on the Effective Date.**

**LICENSOR:  
The City of Dripping Springs**

**LICENSEE:  
Vicky Lewis**

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

\_\_\_\_\_  
Vicky Lewis

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

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

# Exhibit A



*Includes  
Pedestal*

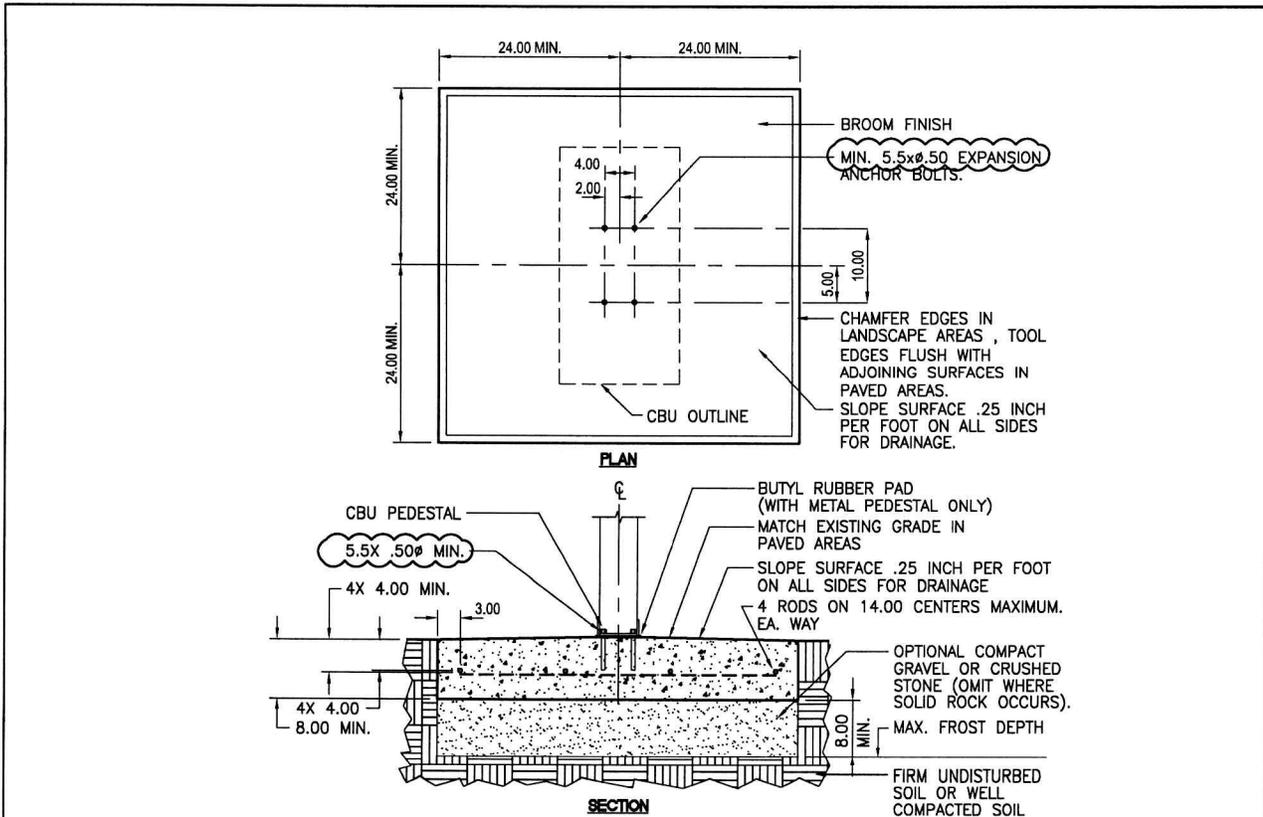


**All Aluminum Construction**



# Exhibit B

## NOTES TO A/E:



**NOTES:**

1. CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3,000 PSI @ 28 DAYS, CONTAIN 4% MIN. - 6% MAX. AIR ENTRAINMENT AND BE PLACED WITH A 3.50-4.50 SLUMP IN ACCORDANCE WITH ACI 301
2. REINFORCING STEEL RODS SHALL CONFORM TO ASTM A615, GRADE 60.
3. EXPANSION BOLTS SHALL BE EQUIVALENT TO THE FOLLOWING PROVIDERS:
  - a. HILTI KWIK BOLT ([www.us.hilti.com](http://www.us.hilti.com)) 1/2" DIAMETER x 5-1/2" OVERALL LENGTH  
GALVANIZED, CATALOG #: 000-453-696  
KB II 12-512, STAINLESS STEEL; CATALOG #: 000-454-744  
ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 3-1/2".

- b. ITW RAMSET REDHEAD TRUBOLT ([www.ramset-redhead.com](http://www.ramset-redhead.com)) GALVANIZED, 1/2" DIAMETER x 7" OVERALL LENGTH; CATALOG NUMBER: WS-1270G  
ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 4-1/8".
- c. RAWL STUD ([www.rawl.com](http://www.rawl.com)) GALVANIZED, 1/2" DIAMETER x 5-1/2" OVERALL LENGTH; CATALOG NUMBER: 7724  
ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 4".

Detail: **CLUSTER BOX UNIT (CBU) INSTALLATION - SINGLE UNIT**

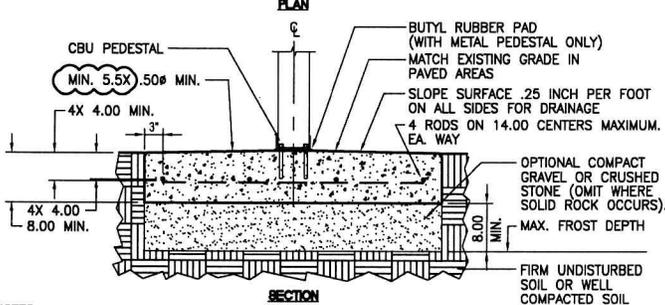
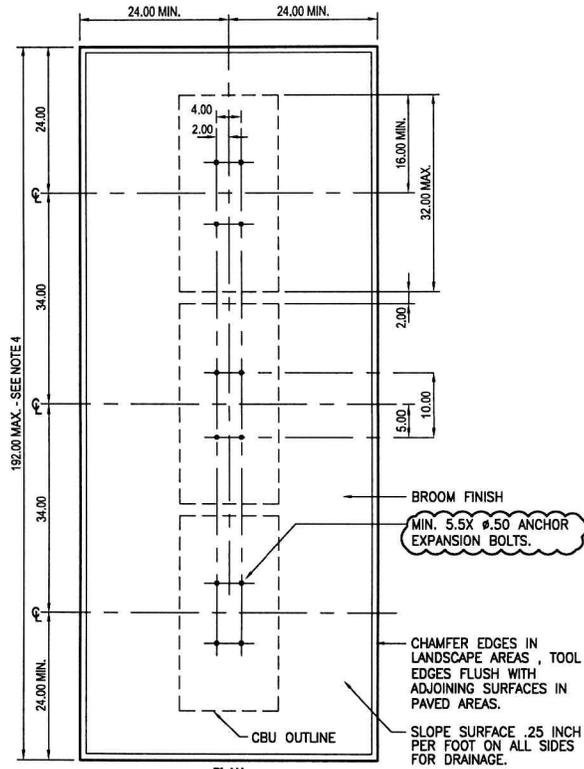
Fac. | Ch. | Sect. | Para. | Detail  
**G1-2-0e**

CAD File: [../usps/library/details/G1-2-0e](http://usps/library/details/G1-2-0e)

Scale: 1/2" = 1'-0"

USPS SDL Issued: 10/1/2016  
Last Revised: 10/27/2016

**NOTES TO A/E:**



**NOTES:**

1. CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3,000 PSI @ 28 DAYS, CONTAIN 4% MIN. - 6% MAX. AIR ENTRAINMENT AND BE PLACED WITH A 3.50 - 4.50 SLUMP IN ACCORDANCE WITH ACI 301
2. REINFORCING STEEL RODS SHALL CONFORM TO ASTM A615, GRADE 60
3. EXPANSION BOLTS SHALL BE EQUIVALENT TO THE FOLLOWING PROVIDERS:
  - a. HILTI KWIK BOLT ([www.us.hilti.com](http://www.us.hilti.com)) 1/2" DIAMETER x 5-1/2" OVERALL LENGTH  
GALVANIZED, CATALOG #: 000-453-696  
KB II 12-512, STAINLESS STEEL; CATALOG #: 000-454-744  
ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 3-1/2".
  - b. ITW RAMSET REDHEAD TRUBOLT ([www.ramset-redhead.com](http://www.ramset-redhead.com))  
GALVANIZED, 1/2" DIAMETER x 7" OVERALL LENGTH; CATALOG NUMBER: WS-1270G  
ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 4-1/8".
  - c. RAWL STUD ([www.rawl.com](http://www.rawl.com))  
GALVANIZED, 1/2" DIAMETER x 5-1/2" OVERALL LENGTH; CATALOG NUMBER: 7724  
ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 4".
4. A 3 CBU CONFIGURATION IS DEPICTED. A 2 OR 4 CBU CONFIGURATION MAY BE USED AS LONG AS THEY ARE ARRANGED IN GROUPS SUCH THAT THE OVERALL DIMENSION OF THE CONCRETE BASE DOES NOT EXCEED 16 FEET.

Detail:	<b>CLUSTER BOX UNIT (CBU) INSTALLATION - MULTIPLE UNIT</b>				Fac.	Ch.	Sect.	Para.	Detail
					<b>G1-2-0 e1</b>				
CAD File:	../usps/library/details/G1-2-0e1			Scale:	1/2" = 1'-0"		0 1/2" 1"		USPS SDL Issued: 10/1/2016 Last Revised: 10/27/2016

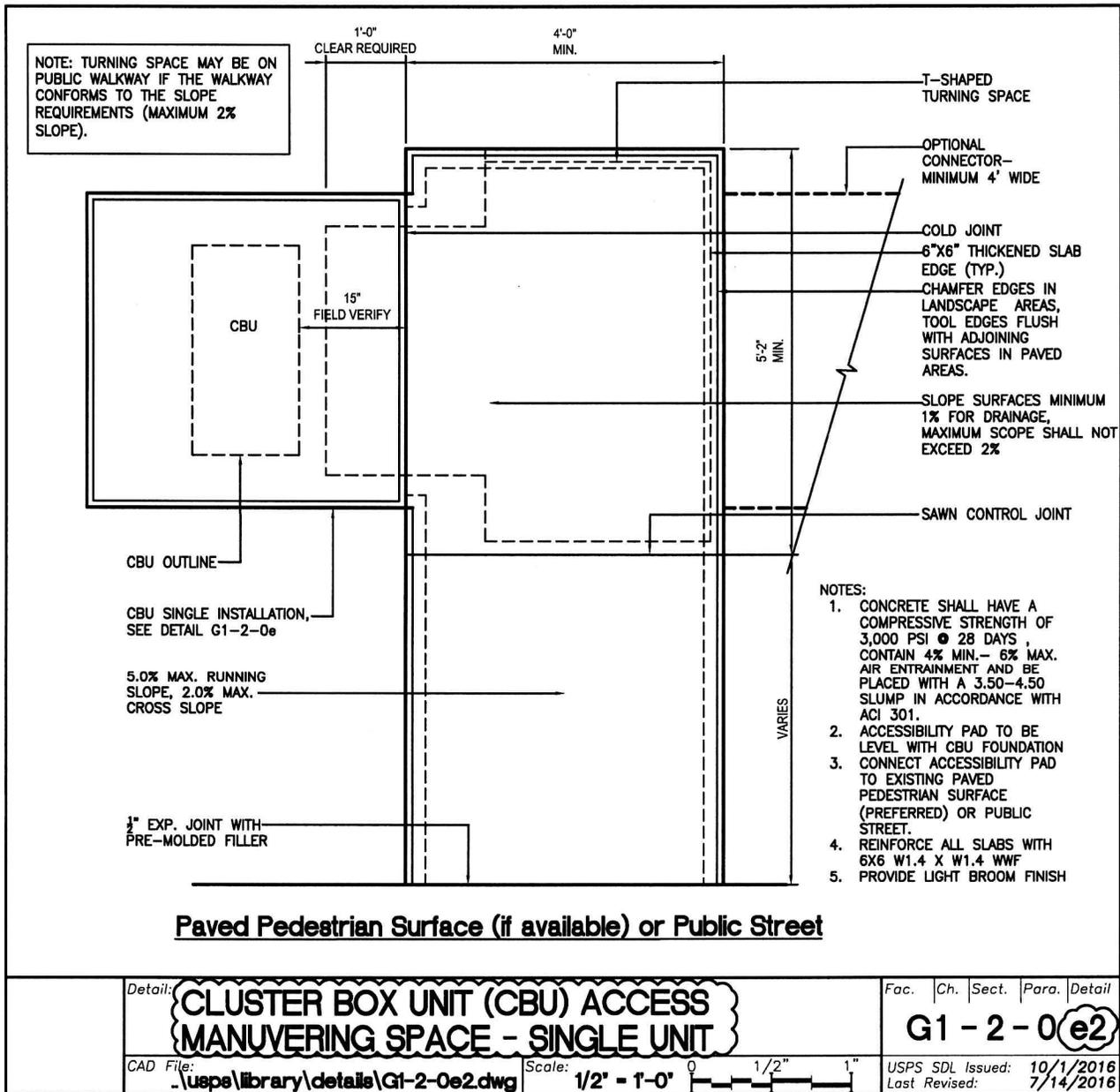


**STANDARD DETAIL LIBRARY**

© Copyright 1997-2014 United States Postal Service

**NOTES TO A/E:**

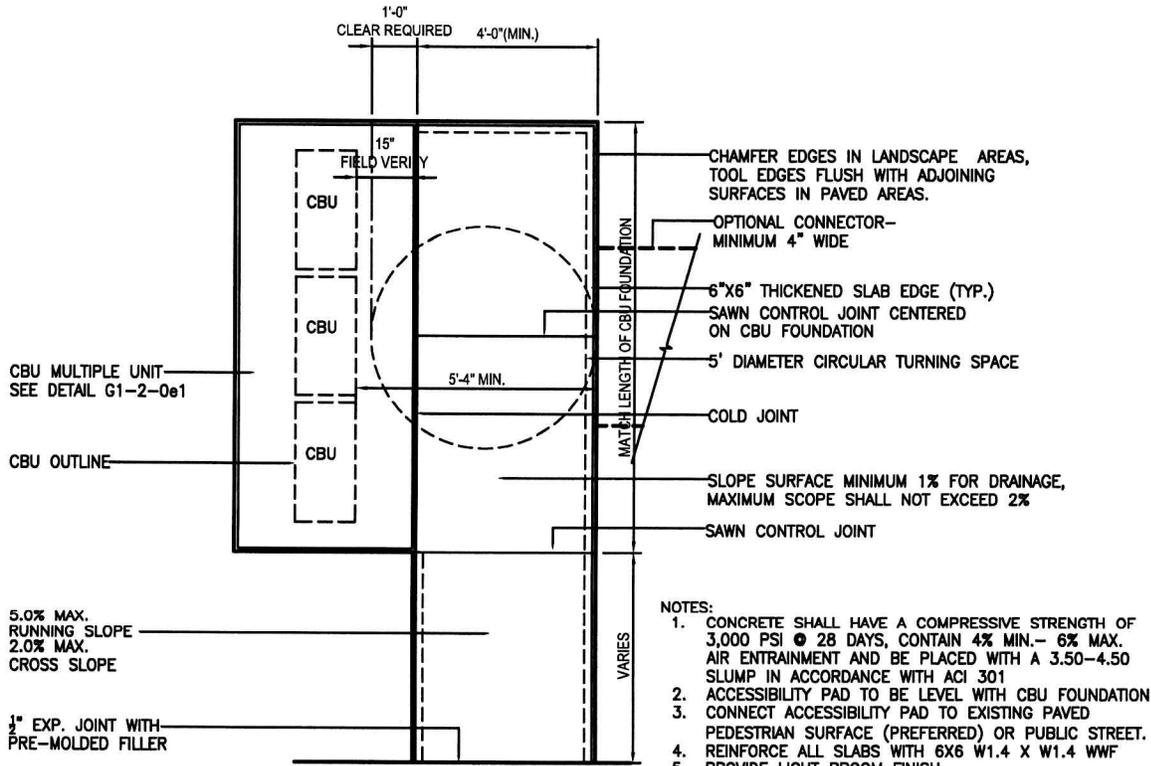
- IF THE ACCESSIBLE ROUTE FROM THE CBU(S) CONNECTS WITH A STREET OR OTHER PAVED SURFACE AT A VERTICAL CURB, A CURB RAMP SHOULD BE INSTALLED IN ACCORDANCE WITH RE-4 REQUIREMENTS.



**NOTES TO A/E:**

- IF THE ACCESSIBLE ROUTE FROM THE CBU(S) CONNECTS WITH A STREET OR OTHER PAVED SURFACE AT A VERTICAL CURB, A CURB RAMP SHOULD BE INSTALLED IN ACCORDANCE WITH RE-4 REQUIREMENTS.

NOTE: TURNING SPACE MAY BE ON PUBLIC WALKWAY IF THE WALKWAY CONFORMS TO THE SLOPE REQUIREMENTS (MAXIMUM 2% SLOPE).



**Paved Pedestrian Surface (if available) or Public Street**

Detail	<b>CLUSTER BOX UNIT (CBU) ACCESS MANEUVERING SPACE - MULTIPLE UNIT</b>	Fac.	Ch.	Sect.	Para.	Detail
CAD File: -:\upsps\library\details\G1-2-0e3.dwg		<b>G1 - 2 - 0 e3</b>				





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

**Submitted By:** Andrea Cunningham, City Secretary

**Council Meeting Date:** September 21, 2021

**Agenda Item Wording:** **Discuss and consider Appointments to the Founders Day Commission for the following seats and terms:**

- a. (1) At-large for an unexpired term of June 30, 2022
- b. (1) Lions Club Representative for term of June 30, 2023
- c. (1) Cook-Off Club Representative for term of June 30, 2023
- d. (1) St. Martin de Porres Church Representative for term of June 30, 2023

**Agenda Item Requestor:** Ginger Faught, Deputy City Administrator

**Summary/Background:** The Founders Day Commission is a fourteen-member advisory commission tasked with managing the City of Dripping Springs' Annual Founders Day celebration. The Commission is responsible for planning, promoting, arranging, and organizing Founders Day. The Commission makes recommendations to city council regarding the improvement and safe operation of the Founders Day celebration.

Commission Members are appointed by City Council with five (5 seats) members serving at-large, and nine (9 seats) members serving as representatives of the following organizations that are involved with the planning of the Founders Day Festival, and with one member appointed by the City Council as the Chair.

- 3 seats - The Lions Club
- 3 seats - Cook-Off Club
- 3 seats - St. Martin de Porres Church

**Commission Seat Expirations**

Member	Seat	Appointment Request
Jake Adams, Vice Chair	At-Large	Request Reappointment
Brian Daniel	At-Large	Request Reappointment

Dee Marsh	At-Large	Request Reappointment
VACANT	At-Large	Term June 30, 2022
Martin Garza	St. Martin de Porres	Stepping Down
Darrell Debish	St. Martin de Porres	Request Reappointment
Clint Holtzendorf	Cook-Off Club	Request Reappointment to At-Large Seat
Susan Warick	Lions Club	Request Reappointment

Vacancies for at-large seats were advertised on the city website and noticed in the Century News. The following applications were received for the at-large seats:

- Clinton Holtzendorf – serving an expired term as the Cook-Off Club Representative
- Pam Owens – Dripping Springs Visitors Bureau President and CEO

Letters of nomination were received for the following:

- Darrell Debish – St. Martin de Porres Church
- Susan Warwick – Lions Club
- Danny Rowe – Cook-Off Club

**Commission Recommendation:**

At the September 13, 2021, meeting the Founders Day Commission tabled recommendation for the (3) seats currently held by Jake Adams, Brian Daniel and Dee Marsh, and recommended the following for appointments (the additional representative for St. Martin de Porres Church will be presented for appointment at a later date):

- Clinton Holtzendorf – At-large seat for unexpired term ending June 30, 2022;
- Darrell Debish – St. Martin de Porres Church Representative for a term ending June 30, 2023;
- Susan Warwick – Lions Club Representative for a term ending June 30, 2023; and
- Danny Rowe – Cook-Off Club Representative for a term ending June 30, 2023.

**Recommended Council Actions:**

Staff recommends the reappointment of Darrell Debish and Susan Warwick for terms ending June 30, 2023, and the appointment of Danny Rowe for a term ending June 30, 2023.

Appointment of the At-large seat is at the pleasure of the Council with the two candidates being Clinton Holtzendorf and Pam Owens.

**Attachments:**

- Nomination/Recommendation letters
- Application for Appointment

**Next Steps/Schedule:**

1. Inform applicants of council decision
2. Send welcome letter and calendar invite
3. Update master roster, group email and city website
4. Distribute updated roster and notice of new members to commission

**CITY OF DRIPPING SPRINGS**

**ORDINANCE NO. 2021-**

**DEVELOPMENT AGREEMENT ORDINANCE**

**AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, TO ADOPT THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR DOUBLE L DEVELOPMENT, LLC TRACT (FORMERLY ANARENE), ATTACHED HERETO AS EXHIBIT "A", INCLUDING THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; EFFECTIVE DATE; FILING; 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;

**WHEREAS,** the City is authorized by Texas Local Government Code § 51.001 to adopt or amend any ordinance is for the good government, peace, or order of the municipality or for the trade and commerce of the municipality; and

**WHEREAS,** the City has the legal authority to negotiate with the owners of proposed development projects in the interest of the parties and the general public; and

**WHEREAS,** the power to enter Developer Participation Agreements is provided in Section 212.071 of the Texas Local Government Code; and

**WHEREAS,** the general power to regulate subdivisions is provided in Sections 212.002 and 212.003 of the Texas Local Government Code; and

**WHEREAS,** the basic power to enter contracts is provided in Sections 51.001, 51.014, 51.035 and 51.051(b) of the Texas Local Government Code; and

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

**WHEREAS,** the Agreement was amended in January 2015; and

**WHEREAS,** the Agreement was assigned to Double L Development in September 2019; and

**WHEREAS,** in April 2020, Double L Development, LLC requested an amendment to the Development Agreement to increase the number of residential units; and

**WHEREAS,** the City requested, and Double L Development, LLC, has agreed to apply certain land use ordinances and other requirements to its project as well as provide for open

space, parkland, and certain lotting patterns; and

**WHEREAS**, the City deems it in the best interest to its citizens to adopt the Amended and Restated Development Agreement for Anarene Investments Tract, attached hereto as Exhibit “A”.

**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. ENACTMENT**

This Ordinance as shown in Exhibit “A” approves the accompanying Development Agreement as shown in Exhibit “B”.

### **3. EFFECTIVE DATE**

This ordinance shall be effective immediately upon passage and publication.

### **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 file a certified copy of this Ordinance with the Hays County Clerk.

### **5. SEVERABILITY**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

### **6. PROPER NOTICE AND MEETING**

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

Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

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

**THE CITY OF DRIPPING SPRINGS:**

\_\_\_\_\_  
Bill Foulds Jr.

ATTEST:

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

**EXHIBIT “A”**

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

**STATE OF TEXAS**

**COUNTY OF HAYS**

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

**RECITALS:**

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

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

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

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

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

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

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

## ARTICLE 1. DEFINITIONS

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

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

“Wild Ridge”), as shown generally by green dashed line on **Exhibit G-1**, and to Big Sky Ranch, as shown generally by brown dashed line on the **Exhibit G-1**, all within the area outlined in yellow on **Exhibit G-1**.

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

## **ARTICLE 2. PUBLIC BENEFITS, INFRASTRUCTURE & AMENITIES**

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

fifteen (15%) Impervious Cover), no structural water quality controls will be required.

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

dedicated in accordance with Section 28.03.006 of the Dripping Springs Code of Ordinances in effect as of the Effective Date of the Original Agreement and the attached **Exhibit B** Master Plan for Parkland for the Land. At the discretion of Developer, portions may be dedicated to the City, with the City's acceptance and approval, the County, a homeowner's association, or the District. Developer shall not be required to submit park plans for each phase of development to the City's Parks and Recreation Commission if Developer develops Parkland in accordance with the attached **Exhibit B**.

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

tanks blend into the natural settings, however, the parties acknowledge that the color of such tanks may ultimately be determined by the WTCPUA.

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

### ARTICLE 3. PROPERTY DEVELOPMENT

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

Utility Service and Fee Agreement, as amended (collectively, the “Utility Agreements”), the terms regarding construction of water and wastewater facilities under the Utility Agreements shall control if there is an unavoidable conflict in terms that cannot be resolved by harmonizing the intent of this Agreement and the Utility Agreements. Notwithstanding anything contained herein to the contrary, the variances described on **Exhibit E** to the Development Agreement are approved.

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

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

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

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

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

3.1.3.1 Reuse Water. The City agrees to approve and execute an Application for Reclaimed Water Production Authorization under 30 TAC Chapter 321 (the “321 Application”), within 10 days of receipt of a completed 321 Application from the Developer, or its representatives, for an amount up to half of the permitted rated capacity of the City’s wastewater treatment plant. The District will be entitled to all reuse water from the 321 plant to serve the Land.

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

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

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

## 3.2 Project Approvals & Entitlements:

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

3.2.1.1 Buffer Areas: For residential lots within the Project that are adjacent to the following subdivisions, there shall be minimum open space buffers, with

allowance for above ground drainage facilities to protect adjacent property and control stormwater run-off, as follows:

Legacy Trails: 45 feet  
 Founders Ridge: 35 feet  
 Springlake Estates: 25 feet  
 Shelton Ranch Road: 25 feet

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

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

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

In order to provide flexibility with respect to certain details of the development of the Project, Owner may seek changes in the location and configuration of the residential, commercial, and parkland areas shown on the Concept Plan. Such changes will only require an administrative amendment to the Concept Plan so long as the Impervious Cover requirements herein are met, there are no reductions in lot sizes or increases in the overall density of the Project, and no net reduction in required Parkland for the Project. The City Administrator or designee shall be responsible for consideration and approval of such administrative amendments to the Concept Plan. The City Administrator may defer such approval to the City

Council at their discretion, except that any decrease in residential lot sizes adjacent to a neighboring subdivision shall not be a minor amendment and must be brought before City Council for review and action. All the variations from the Concept Plan not deemed minor shall require a Concept Plan amendment approved by the City Council.

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

- 3.6.2 The City Administrator shall be responsible for consideration and approval of such administrative amendments to the Concept Plan. The City Administrator may defer such approval to the Planning and Zoning Commission and the City Council at the City Administrator's discretion. Further, minor changes that may impact traffic, utilities and stormwater discharges, and water quality, that are proposed for the Concept Plan that do not result in an increase in the overall density of development of the Land and which otherwise comply with the Applicable Rules and this Agreement may be approved by the City Administrator. Similarly, minor variations of a preliminary plat or final plat from the Concept Plan that are approved by the City Administrator that do not increase the overall density of development of the Land or increase the overall Impervious Cover limit of thirty-five percent (35%), and which otherwise comply with the Applicable Rules, and this Agreement will not require an amendment to the Concept Plan.
- 3.7 Term of Approvals: The Concept Plan and any preliminary plat or final plat approved pursuant to this Agreement will be effective for the longer of (i) the term of this Agreement unless otherwise agreed by the Parties or (ii) the term contained in the applicable subdivision ordinance.
- 3.8 Extension of Permits & Approvals: Any permit or approval under this Agreement shall be extended for any period during which performance by any Owner is extended or delayed but in no instance shall any permits or approvals be extended beyond the term of this Agreement.
- 3.9 Initial Brush Removal: Developer may mechanically remove brush with practices to include uprooting or stump grinding without materially disrupting soil surface prior to receiving approval of a plat(s) for that portion of the Land in order to determine the location of roads, lots, utilities and drainage areas with regard to preservation of environmental features. This Section 3.9 will not prevent Developer from removing brush in accordance with any federal programs, including the United States Department of Agriculture Natural Resources Conservation Service's Environmental Quality Incentives Program. Owner shall not use burning as a method of removal of brush for clearing purposes for residential development; provided, however, burning may be used for removal of brush in connection with agricultural and wildlife practices.
- 3.10 Building Code: Developer agrees that all habitable buildings shall be constructed in accordance with all building or construction codes that have been adopted by the City. Fees for all building permits or building inspections by the City or the City's designee under this section shall be paid by builders. Building permit and building inspection fees are not included among the fees specifically listed in this Agreement. Regardless of this development's location in the extraterritorial jurisdiction, building permits are required for all structures.
- 3.11 Fiscal Security for Public Improvements: All public improvements shall be completed or supported by fiscal security in accordance with approved construction plans prior to

submittal of final plat. A final plat shall not be filed for recordation until all public improvements and/or fiscal security has been accepted by the City. Developer will not be required to post fiscal security for the cost of public improvements that have been completed and, for partially completed public improvements, shall only be required to post fiscal security for the remaining estimated construction costs to complete such improvements. The amount of the fiscal security shall equal one hundred percent (100%) of the remaining estimated construction costs to complete the public improvements not completed at the time of plat recordation. The District's engineer shall provide the cost estimate of the public infrastructure not completed at the time of the plat recordation to the City.

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

City's TMP. A Traffic Study has been completed for phase 1 of the Project. Phase 1 includes 244 single family homes. The Parties agree that, prior to final approval of a preliminary plat for phase 2 of the Project, a Traffic Impact Analysis ("TIA") for the entire Project will be approved by the City, Hays County, and TxDOT.

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

Phase 1 Road Start Date: December 2021

Phase 2 Road Start Date: February 2024

Phase 3 Road Start Date: February 2025

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

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

3.17.3 City further agrees to approve a nonstandard wholesale service agreement with the WTCPUA for the remaining LUEs included in the SER within 60 days of approval

by the WTCPUA. The start dates set forth in Section 3.17 shall be extended by the same number of days that the nonstandard wholesale service agreement with the WTCPUA is not approved following such 60-day period.

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

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

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

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

#### **ARTICLE 4. FINANCING DISTRICT**

- 4.1 Consent to Creation of District: In accordance with Texas Local Government Code, Section 42.042, the City has consented to the creation of the Districts, including Hays County Municipal Utility District No. 7, covering all or portions of the land described in Exhibits A and A-1. The Developer may not add additional land to the District or Districts which is not already included in the Land without approval by the City, which shall not be unreasonably withheld. The City consents to forming additional Districts and annexing or de-annexing land between the Districts from the land already included in a District and included in this Agreement and no further approval of the City or City Council is required when a District is annexing or de-annexing land between Districts from land already included in a District and in this Agreement. The City agrees that any District may exclude land and may annex land owned by any Owner that is located within the boundaries of the Project and the City's ETJ and may be divided in accordance with the

Act, in furtherance of Developer's development goals pursuant to this Agreement, and no further approvals of the City or City Council is required provided, however, City agrees to provide any additional documentation evidencing such consent as may be requested or required by Owner or the District.

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

## **ARTICLE 5. AUTHORITY**

### 5.1 Term:

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

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

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

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

5.3 Applicable Rules: As of the Effective Date, Developer has initiated the subdivision and development permit process for the Project. The City agrees that, in accordance with Chapter 245, Texas Local Government Code, the City will consider the approval of any further approvals necessary for the Project based solely on the Applicable Rules, as modified by the Project Approvals, variances and this Agreement. Further, the City

agrees that, upon the Effective Date, Developer has vested authority from the date of the Original Agreement to develop the Land in accordance with the Applicable Rules, as modified by any exceptions contained in the Project Approvals, variances, and this Agreement. In accordance with Chapter 245, Local Government Code, Owner may choose to apply changes in law, rules, regulations or ordinances of the City that enhance or protect the Project.

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

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

## ARTICLE 6. GENERAL PROVISIONS

### 6.1 Assignment & Binding Effect:

- 6.1.1 This Agreement, and the rights and obligations of Owners hereunder, may be assigned by one or more Owners to a subsequent purchaser of all or a portion of the undeveloped property within the Project provided that the assignee assumes all of the obligations hereunder. Any assignment must be in writing, specifically describe the property in question, set forth the assigned rights and obligations and be executed by the proposed assignee, A copy of the assignment document must be delivered to the City and recorded in the real property records as may be required by applicable law. Upon any such assignment, the assignor will be released of any further obligations under this Agreement as to the property sold and obligations assigned.
- 6.1.2 If an Owner assigns its rights and obligations hereunder as to a portion of the Project, then the rights and obligations of any assignee and Owner will be non-severable, and Owner will be liable for the nonperformance of the assignee and vice-versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, even if such remedies

will impede development activities of any performing developer as a result of that nonperformance.

- 6.1.3 The provisions of this Agreement will be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement will not, however, be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Project.
- 6.2 Severability: If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.
- 6.3 Governing Law, Jurisdiction & Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary, The parties acknowledge that this Agreement is performable in Hays County, Texas and hereby submit to the jurisdiction of the courts of that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.
- 6.4 No Third-Party Beneficiary: This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.
- 6.5 Mortgagee Protection: This Agreement will not affect the right of Owners to encumber all or any portion of the Land by mortgage, deed of trust or other instrument to secure financing for the Project. The City understands that a lender providing financing for the Project ("Lender") may require interpretations of or modifications to this Agreement and agrees to cooperate with Owners and their Lenders' representatives in connection with any requests for interpretations or modifications. The City agrees not to unreasonably withhold or delay its approval of any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City agrees as follows:
- 6.5.1 Neither entering into this Agreement, nor any breach of this Agreement, will affect any lien upon all or any portion of the Land.
- 6.5.2 The City will, upon written request of a Lender, provide the Lender with a copy of any written notice of default given to Owners under this Agreement within ten (10) days of the date such notice is given to Owners.

- 6.5.3 In the event of default by an Owner under this Agreement, a Lender may, but will not be obligated to, cure any default during any cure period extended to Owner, either under this Agreement or under the notice of default.
- 6.5.4 Any Lender who comes into possession of any portion of the Land by foreclosure or deed in lieu of foreclosure will take such property subject to the terms of this Agreement. No Lender will be liable for any defaults or monetary obligations of an Owner arising prior to the Lender's acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to that property until all delinquent fees and other obligations of Owners under this Agreement that relate to the property in question have been paid or performed.
- 6.6 Certificate of Compliance: Within thirty (30) days of written request by a Party given accordance with Section 6.18, the other Party or Parties will execute and deliver to the requesting Party a statement certifying that: (a) this Agreement is unmodified and in full force and effect or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification; (b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and (c) any other information that may be reasonably requested. A Party's failure to deliver a requested certification within this 30-day period will conclusively be deemed to constitute a confirmation that this Agreement is in full force without modification, and that there are no uncured defaults on the part of the requesting Party. The City Administrator or Planning Director is authorized to execute any requested certificate on behalf of the City.
- 6.7 Default: If a Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. The City may issue Stop Work Orders for violations arising under this Agreement or the regulations applied herein.
- 6.8 Remedies for Default: If a Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement. In the event of a default by the City, Owners will be entitled to seek a writ of mandamus, in addition to seeking any other available remedies. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.

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

- 6.15 Authority for Execution: The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized, and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Each Owner certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with its authority.
- 6.16 Property Rights: Owners expressly and unconditionally waive and release the City from any obligation to perform a takings impact assessment under the Texas Private Real Property Rights Act, Texas Government Code Chapter 2007, as it may apply to this Agreement, the Land, and the Project so long as this Agreement is in effect.
- 6.17 Mandatory Disclosures: Texas law requires that contractors make certain disclosures. Prior to the effective date of this Agreement, the Owner has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). Execution of this Agreement is agreeing that the Owner is compliant with the Prohibit on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form\\_1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form_1295.htm)
- 6.18 Notices: Any notices or approvals under this Agreement must be in writing and may be sent by hand delivery, facsimile (with confirmation of delivery) or certified mail, return receipt requested, to the Parties at the following addresses or as such addresses may be changed from time to time by written notice to the other Parties:

CITY:

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

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

OWNER:

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

DEVELOPER/  
OWNER:

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

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

OWNER:

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

OWNER:

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

OWNER:

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

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

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

Exhibit A	-	Description of the Land
Exhibit A-1	-	Description
Exhibit B	-	Master Plan for Parkland
Exhibit C	-	Hill Tops Preservation
Exhibit D	-	Concept Plan
Exhibit E	-	City of Dripping Springs Code Variances
Exhibit F	-	Approved Plant List
Exhibit G		Roadway Connectivity Plan

Exhibit G-1	Roadway Phasing Plan
Exhibit H	Single Family Lot Impervious Cover Assumptions
Exhibit I	Maximum Impervious Cover Per Residential Lot
Exhibit J	Vested Ordinances
Exhibit K	Lot Sizes
Exhibit L	Tree Plan
Exhibit M	Buffers
Exhibit N	Lot Allowances

*[SIGNATURE PAGE FOLLOWS THIS PAGE]*

**CITY OF DRIPPING SPRINGS**

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

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

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

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

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

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

David A. Cannon, Manager

THE STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

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

[SEAL]

Notary Public, State of Texas

My Commission Expires:

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

\_\_\_\_\_

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

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

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

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

THE STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

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

[SEAL]

Notary Public, State of Texas

My Commission Expires:

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

\_\_\_\_\_

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

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

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

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

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

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

[SEAL]

Notary Public, State of Texas

My Commission Expires:

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

\_\_\_\_\_

**LANDOWNER**

JOHN GRAHAM HILL

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

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

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

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

**LANDOWNER**

MELINDA HILL PERRIN

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

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

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

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



# CITY OF DRIPPING SPRINGS

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

• 512.858.4725 • www.cityofdrippingsprings.com

## DEVELOPMENT AGREEMENT APPLICATION

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

TYPE OF APPLICATION *(check all that apply)*

Development Agreement     Amended Development Agreement

### CONTACT INFORMATION

**APPLICANT NAME** Pablo Martinez  
**COMPANY** BGE, Inc.  
**STREET ADDRESS** 1701 Directors Blvd. Ste 1000  
**CITY** Austin                      **STATE** TX                      **ZIP CODE** 78744  
**PHONE** 512-879-0428                      **EMAIL** pmartinez@bgeinc.com

**OWNER NAME** Double L Development, LLC  
**STREET ADDRESS** 1600 West Loop South, Suite 2600  
**CITY** Houston                      **STATE** Texas                      **ZIP CODE** 77027  
**PHONE** 713-623-2466                      **EMAIL** dcannon@trenddevelopment.com

### PROPERTY INFORMATION

PROPERTY ADDRESS			
CURRENT LEGAL DESCRIPTION	refer to attachment		
TAX ID#	refer to attachment		
CURRENT LAND ACREAGE	1,675.094		
SCHOOL DISTRICT	Dripping Springs ISD		
ESD DISTRICT(S)	ESD No 6		
EXISTING ROAD FRONTAGE	<input type="checkbox"/>	PRIVATE	NAME:
	<input type="checkbox"/>	STATE	NAME: <b>Ranch Road 12</b>
	<input type="checkbox"/>	CITY/COUNTY (PUBLIC)	NAME:
DEVELOPMENT AGREEMENT?	<input checked="" type="checkbox"/>	YES	NAME <i>(PLEASE ATTACH WITH APPLICATION)</i> : Amended & Restated Development Agreement for Anarene Investments Tract
	<input type="checkbox"/>	NO	

**APPLICANT'S SIGNATURE**

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

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

PABLO H MARTINEZ

Applicant Name



4/20/2020

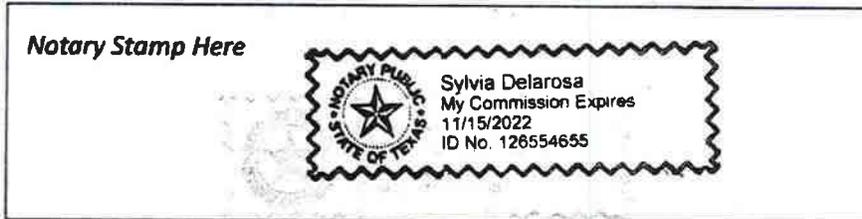
Applicant Signature

Date 4-20-2020

Notary

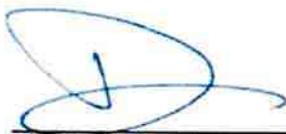


Date



DOUBLE L DEVELOPMENT, LLC

Property Owner Name



April 17, 2020

Property Owner Signature

Date

**DAVID A. CANNON - MEMBER**

**DEVELOPMENT AGREEMENT APPLICATION SUBMITTAL**

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

Applicant Signature 

Date 11/6/2020

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

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

Received on/by: \_\_\_\_\_

Project Number: \_\_\_\_\_ - \_\_\_\_\_  
Only filled out by staff

Date, initials



### BILLING CONTACT FORM

Project Name: Double L Ranch

Project Address: RR12 1.5 mi N of US Hyw 290

Project Applicant Name: Pablo Martinez

#### Billing Contact Information

Name: BGE, Inc

Mailing Address: 1701 Directors Blvd. Ste 1000  
Austin, TX 78744

Email: pmartinez@bgeinc.com Phone Number: 512-879-0428

Type of Project/Application (check all that apply):

- |   |  |
|---|--|
| <input type="checkbox"/> Alternative Standard               | <input type="checkbox"/> Special Exception             |
| <input type="checkbox"/> Certificate of Appropriateness     | <input type="checkbox"/> Street Closure Permit         |
| <input checked="" type="checkbox"/> Conditional Use Permit  | <input checked="" type="checkbox"/> Subdivision        |
| <input checked="" type="checkbox"/> Development Agreement   | <input type="checkbox"/> Waiver                        |
| <input checked="" type="checkbox"/> Exterior Design         | <input checked="" type="checkbox"/> Wastewater Service |
| <input checked="" type="checkbox"/> Landscape Plan          | <input checked="" type="checkbox"/> Variance           |
| <input checked="" type="checkbox"/> Lighting Plan           | <input checked="" type="checkbox"/> Zoning             |
| <input checked="" type="checkbox"/> Site Development Permit | <input checked="" type="checkbox"/> Other _____        |

*Applicants are required to pay all associated costs associated with a project's application for a permit, plan, certificate, special exception, waiver, variance, alternative standard, or agreement, regardless of City approval. Associated costs may include, but are not limited to, public notices and outside professional services provided to the City by engineers, attorneys, surveyors, inspectors, landscape consultants, lighting consultants, architects, historic preservation consultants, and others, as required. Associated costs will be billed at cost plus 20% to cover the City's additional administrative costs. **Please see the online Master Fee Schedule for more details.** By signing below, I am acknowledging that the above listed party is financially accountable for the payment and responsibility of these fees.*

\_\_\_\_\_  
Signature of Applicant

11/5/2020  
Date

**Double L Ranch**

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

## CITY OF DRIPPING SPRINGS

ORDINANCE No. 6300.10

**LANDSCAPING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **2. ENACTMENT**

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

### **3. REPEALER**

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

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

**4. SEVERABILITY**

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

**5. CODIFICATION**

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

**6. EFFECTIVE DATE**

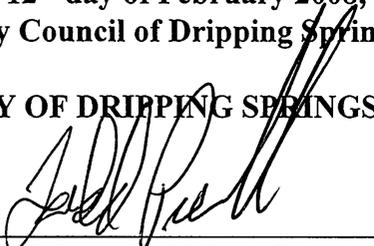
This Ordinance shall be effective immediately upon passage and publication as provided for by law.

**7. PROPER NOTICE & MEETING**

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

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

**CITY OF DRIPPING SPRINGS:**

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

**ATTEST:**

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

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

*Attachment "A"*

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

## SECTION 1. ENACTMENT PROVISIONS

### 1.1. Popular Name

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

### 1.2. Purpose

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

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

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

#### 1.2.2 Water Conservation & Drainage

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

### 1.3. Scope

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

## SECTION 2. DEFINITIONS

### 2.1. Interpretation

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

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

## 2.2. Terminology

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### SECTION 3. ADMINISTRATION

#### 3.1 Application

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

#### 3.2. Landscaping Fund

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

#### 3.3. Prohibition

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

## SECTION 4. LANDSCAPING

### 4.1. Landscape Requirements

#### 4.1.1. Landscape Buffer Planting Requirements:

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

#### 4.1.2. Landscape Buffer Spacing Requirements:

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

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

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

### 4.2. Landscape Plan & Tree Survey Submittal

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

### 4.3. Parking Area Landscaping Requirements

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

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

#### 4.4. **Dumpster Screening**

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

#### 4.5. **Landscape Maintenance Requirements**

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

#### 4.6. **Integrated Pest Management**

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

#### 4.7. **Tree Preservation Requirements**

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

#### 4.8. Irrigation Requirements

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

### SECTION 5. PROHIBITION

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

## SECTION 6. ENFORCEMENT

### 6.1. Compliance

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

### 6.2. Civil & Criminal Penalties

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

### 6.3 Criminal Prosecution

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

### 6.4 Civil Remedies

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

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

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

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

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

THE STATE OF TEXAS

COUNTY OF HAYS

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

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

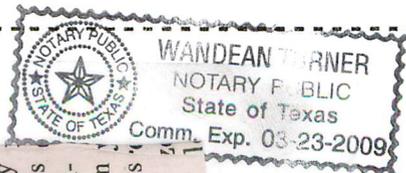
issues: Feb. 21, 2008 - Ord. # 6300.1

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

Dale Roberson  
Dale Roberson

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

Wandean Turner  
Notary Public



**LEGAL NOTICES**

**PUBLIC NOTICE**

The City of Dripping Springs City Council Passed and Approved Landscaping Ordinance No. 6300.1 on February 12, 2008: An Ordinance Enacting Volume 2, Article 15, Chapter 13 of the Dripping Springs Code of Ordinances; Establishing Regulations for Landscaping and Tree Preservation; Providing for the Following: Rules; Standards; Procedures; Criminal Penalties not to Exceed \$2,000 or Civil Penalties of up to \$500 per Violation; and, Severability. Any person violating any provision of this Ordinance shall, upon conviction, be fined a sum not exceeding two thousand dollars (\$2000.00). Each day that a provision of this Ordinance is violated shall constitute a separate offense. An offense under this Ordinance is a misdemeanor.  
2/21-1t

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

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

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

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

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

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

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

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

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

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

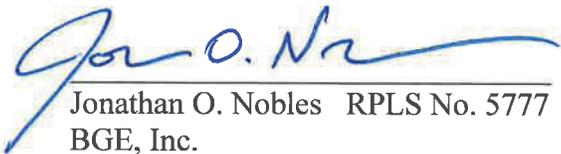
THENCE, continuing with the westerly line of said Anarene Investments 11.05-acre tract (Tract 4) and the east line of said Bonham 88-acre tract,  $N 10^{\circ}45'34'' W$  a distance of 852.52 feet to a 1/2-inch iron rod found at the common west corner of said Anarene Investments 11.05-acre tract (Tract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

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

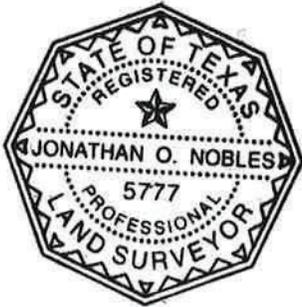
THENCE, continuing with the westerly line of said Anarene Investments 11.02-acre tract (Tract 2) and the east line of said Bonham 88-acre tract, generally along a fence,  $N 10^{\circ}40'50'' W$  a distance of 431.04 feet to a 1/2-inch iron rod found at the most westerly southwest corner of a called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

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

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



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

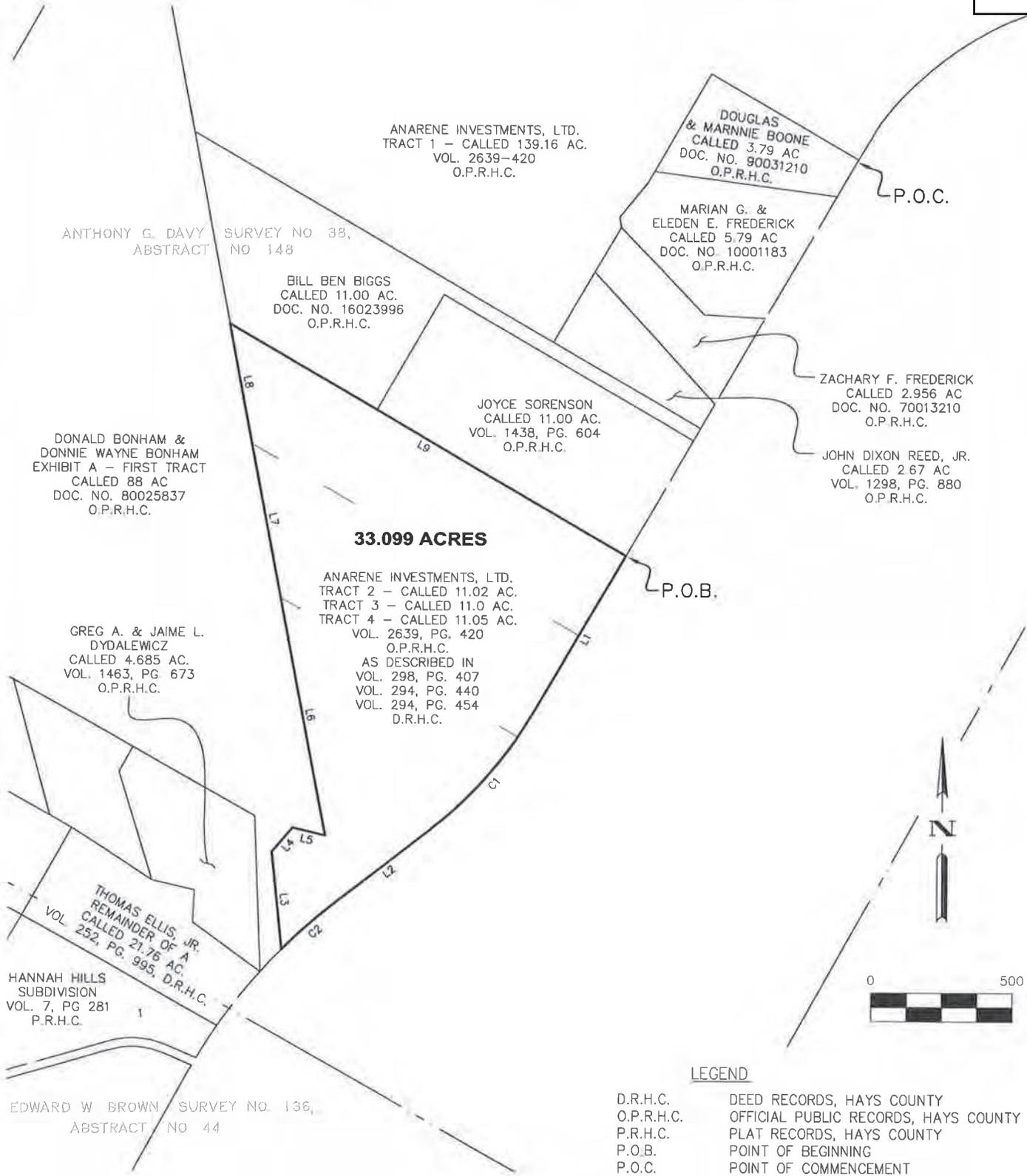


12/12/2018  
Date

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

# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 17.



**LEGEND**

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

**BEARING BASIS NOTE:**

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



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

Copyright 2018

SCALE: 1"=500'

SHEET 4

OF 5

# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 17.

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

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



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

Copyright 2018

SCALE: 1"=500'  
 SHEET 5  
 OF 5

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

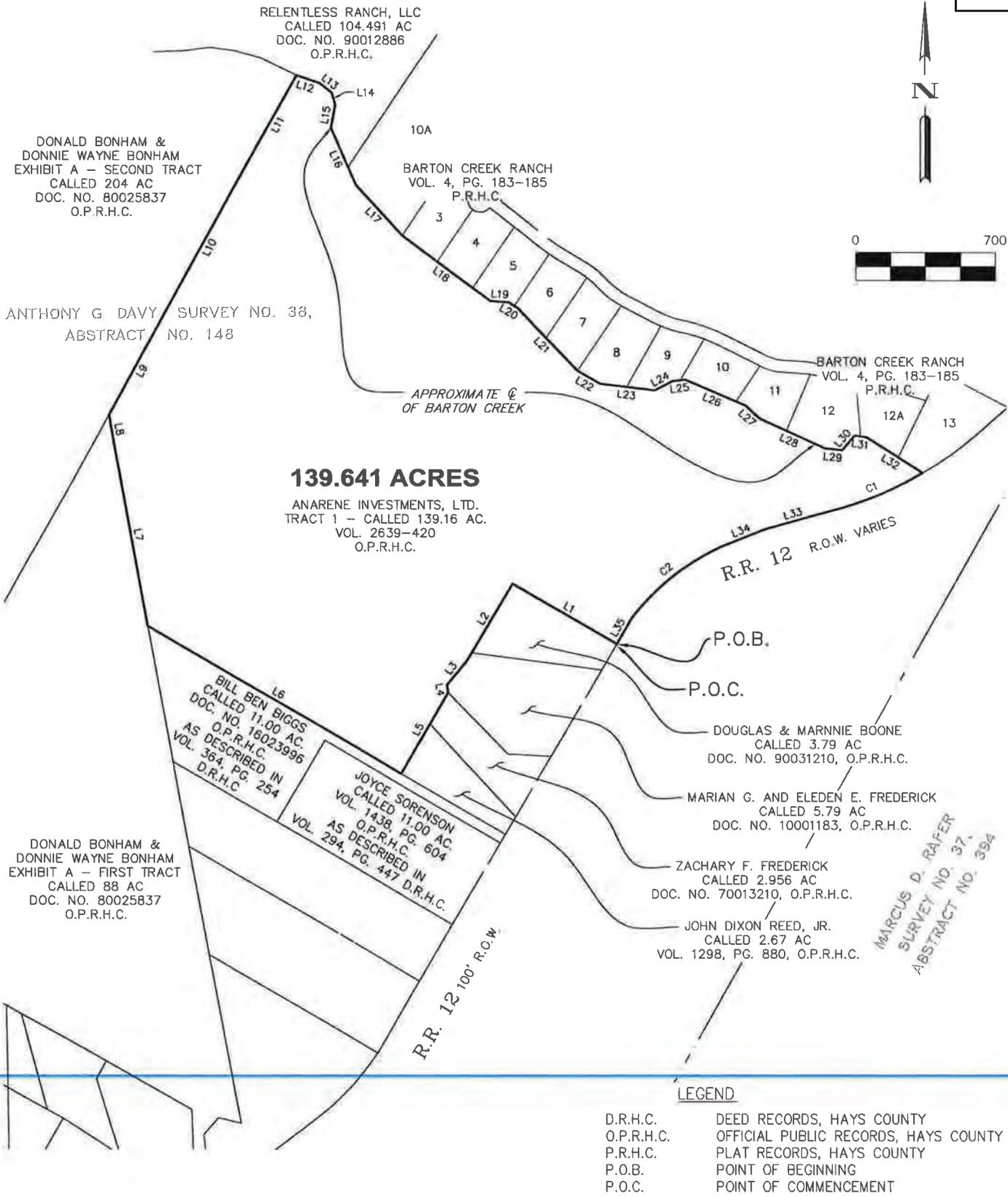


12/12/2018  
Date

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

# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 17.



**139.641 ACRES**

ANARENE INVESTMENTS, LTD.  
TRACT 1 - CALLED 139.16 AC.  
VOL. 2639-420  
O.P.R.H.C.

DONALD BONHAM &  
DONNIE WAYNE BONHAM  
EXHIBIT A - SECOND TRACT  
CALLED 204 AC  
DOC. NO. 80025837  
O.P.R.H.C.

ANTHONY G DAVY SURVEY NO. 38,  
ABSTRACT NO. 148

DONALD BONHAM &  
DONNIE WAYNE BONHAM  
EXHIBIT A - FIRST TRACT  
CALLED 88 AC  
DOC. NO. 80025837  
O.P.R.H.C.

BILL BEN BIGGS  
CALLED 11.00 AC.  
DOC. NO. 16023996  
O.P.R.H.C.  
AS DESCRIBED IN  
VOL. 364, PG. 254  
D.R.H.C.

JOYCE SORENSON  
CALLED 11.00 AC.  
VOL. 1438, PG. 604  
O.P.R.H.C.  
AS DESCRIBED IN  
VOL. 294, PG. 447 D.R.H.C.

P.O.B.

P.O.C.

DOUGLAS & MARNNIE BOONE  
CALLED 3.79 AC  
DOC. NO. 90031210, O.P.R.H.C.

MARIAN G. AND ELEDEN E. FREDERICK  
CALLED 5.79 AC  
DOC. NO. 10001183, O.P.R.H.C.

ZACHARY F. FREDERICK  
CALLED 2.956 AC  
DOC. NO. 70013210, O.P.R.H.C.

JOHN DIXON REED, JR.  
CALLED 2.67 AC  
VOL. 1298, PG. 880, O.P.R.H.C.

MARCUS D. RAIFER  
SURVEY NO. 37,  
ABSTRACT NO. 394

**LEGEND**

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

**BEARING BASIS NOTE:**

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



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

SCALE: 1"=700'

SHEET 5  
OF 6

Copyright 2018

# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 17.

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

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

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



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

Copyright 2018

SCALE: 1"=700'

SHEET 6

OF 6

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SAVE & EXCEPT THE FOLLOWING TRACT OF LAND:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

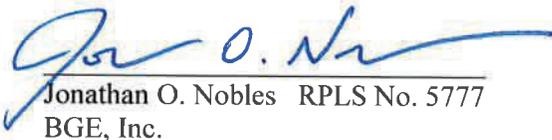
THENCE, continuing over and across said Hill 73.69-acre tract and crossing over and across said Anarene Investments 1,051.23-acre tract, S 02°39'33" E a distance of 903.84 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an exterior corner of the herein described tract;

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

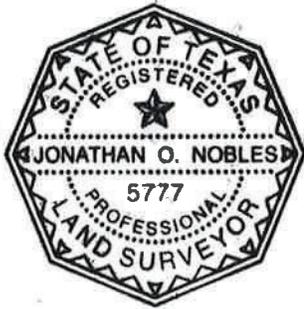
THENCE, continuing over and across said Hill 73.69-acre tract and crossing over and across said Anarene Investments 1,051.23-acre tract, S 35°05'06" W a distance of 538.90 feet to the **POINT OF BEGINNING**.

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

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

  
Jonathan O. Nobles RPLS No. 5777

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

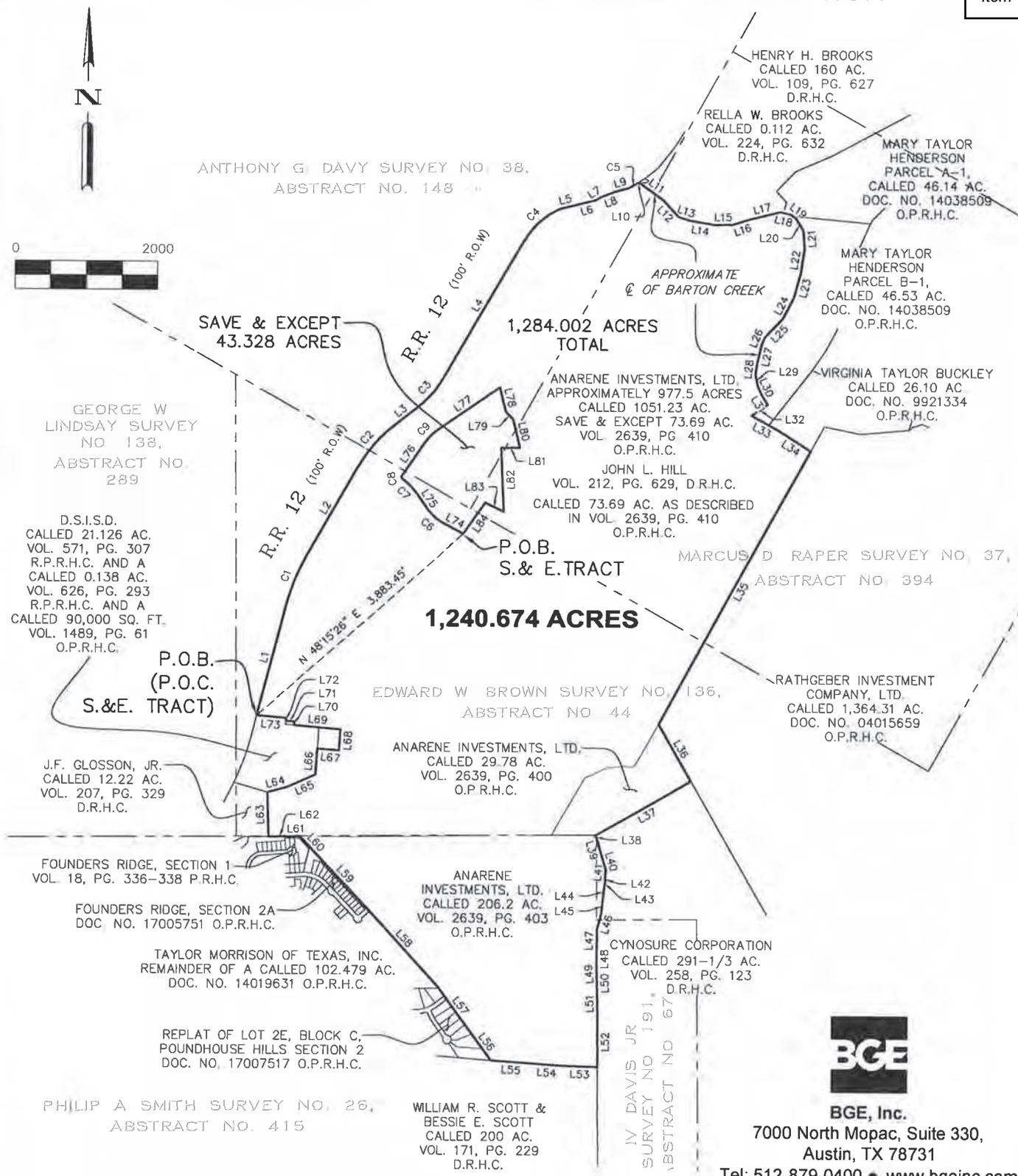


11/19/2018  
Date

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

# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 17.



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

**BEARING BASIS NOTE:**

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

**LEGEND**

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

Copyright 2018

SCALE: 1"=2000'

SHEET 11

OF 12

# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 17.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 14°28'39" E	1,624.68'
L2	N 29°11'41" E	1,489.16'
L3	N 52°28'45" E	415.50'
L4	N 30°12'30" E	2,266.38'
L5	N 76°15'59" E	209.78'
L6	N 76°27'16" E	304.82'
L7	N 58°07'42" E	85.31'
L8	N 69°13'30" E	220.26'
L9	N 74°01'48" E	195.37'
L10	N 85°56'32" E	31.42'
L11	S 54°06'53" E	416.52'
L12	S 43°31'40" E	320.98'
L13	S 71°33'35" E	162.29'
L14	S 80°15'23" E	359.62'
L15	N 89°12'39" E	268.06'
L16	N 71°48'37" E	226.20'
L17	N 75°52'56" E	471.86'
L18	S 76°44'48" E	149.76'
L19	S 51°55'11" E	99.32'
L20	S 31°00'27" E	192.83'
L21	S 04°33'09" E	253.81'
L22	S 08°46'56" W	358.50'
L23	S 15°06'53" W	362.97'
L24	S 27°05'38" W	330.40'
L25	S 44°01'50" W	364.58'
L26	S 23°23'55" W	114.84'
L27	S 12°27'30" W	299.12'
L28	S 07°06'56" W	132.91'

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

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

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



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

Copyright 2018

SCALE: 1"=2000'

SHEET 12

OF 12

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

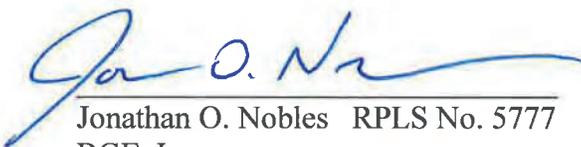
THENCE, continuing with the east line of said Anarene Investments 226.11-acre tract and the west right-of-way line of said Ranch Road 12, along said curve to the left an arc distance of 746.98 feet, having a radius of 2,996.00 feet, a central angle of 14°17'07", and a chord which bears S 21°50'01" W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

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

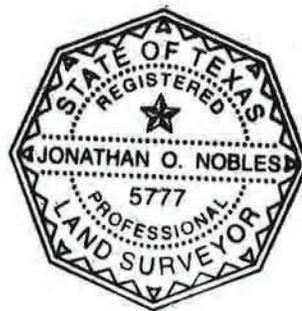
THENCE, continuing with the east line of said Anarene Investments 226.11-acre tract and the west right-of-way line of said Ranch Road 12, along said curve to the right an arc distance of 98.26 feet, having a radius of 2,815.00 feet, a central angle of 02°00'00" and a chord which bears S 15°29'27" W a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

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

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



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

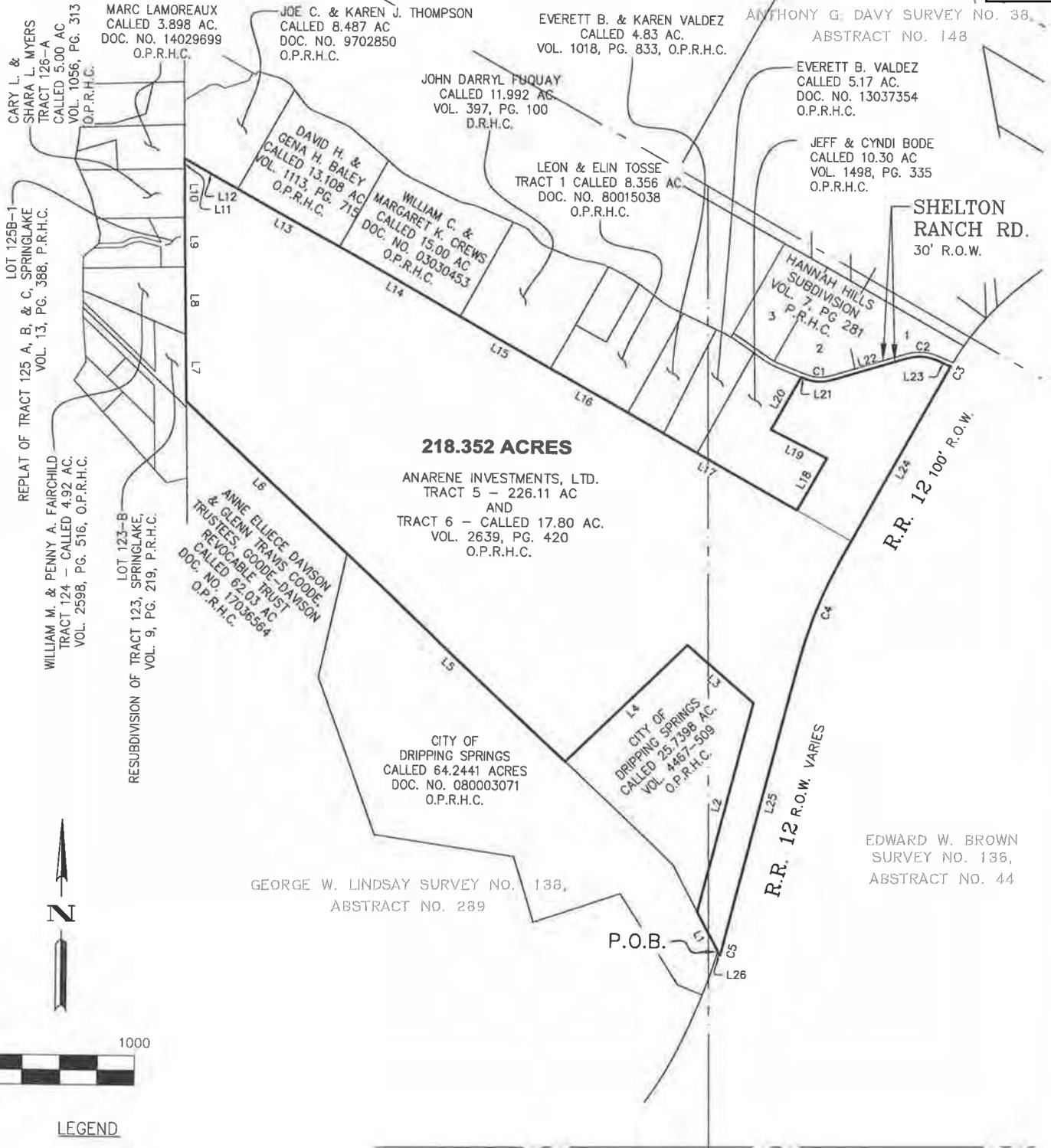


12/12/2018  
Date

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

# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 17.



**218.352 ACRES**

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

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

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

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

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

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

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

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

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

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

ANTHONY G. DAVY SURVEY NO. 38,  
ABSTRACT NO. 148

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

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

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

HANNAH HILLS  
SUBDIVISION  
VOL. 7 PG 281  
3 P.R.H.C.

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

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

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

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

P.O.B.  
L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14 L15 L16 L17 L18 L19 L20 L21 L22 L23 L24 L25 L26

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



**LEGEND**

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

**BEARING BASIS NOTE:**

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



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

Copyright 2018

SCALE: 1"=1000

SHEET 6

OF 7

# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 17.

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

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

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



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

Copyright 2018

SCALE: 1"=1000'

SHEET 7

OF 7

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

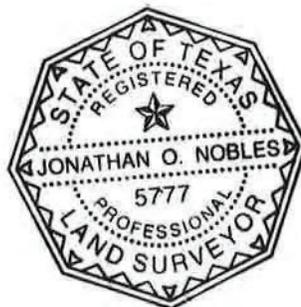
THENCE, continuing over and across said Anarene Investments 977.54-acre tract and crossing over and across said Anarene Investments 67.776-acre tract, N 64°51'14" W a distance of 290.58 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an interior corner of the herein described tract;

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

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

*Jonathan O. Nobles*

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

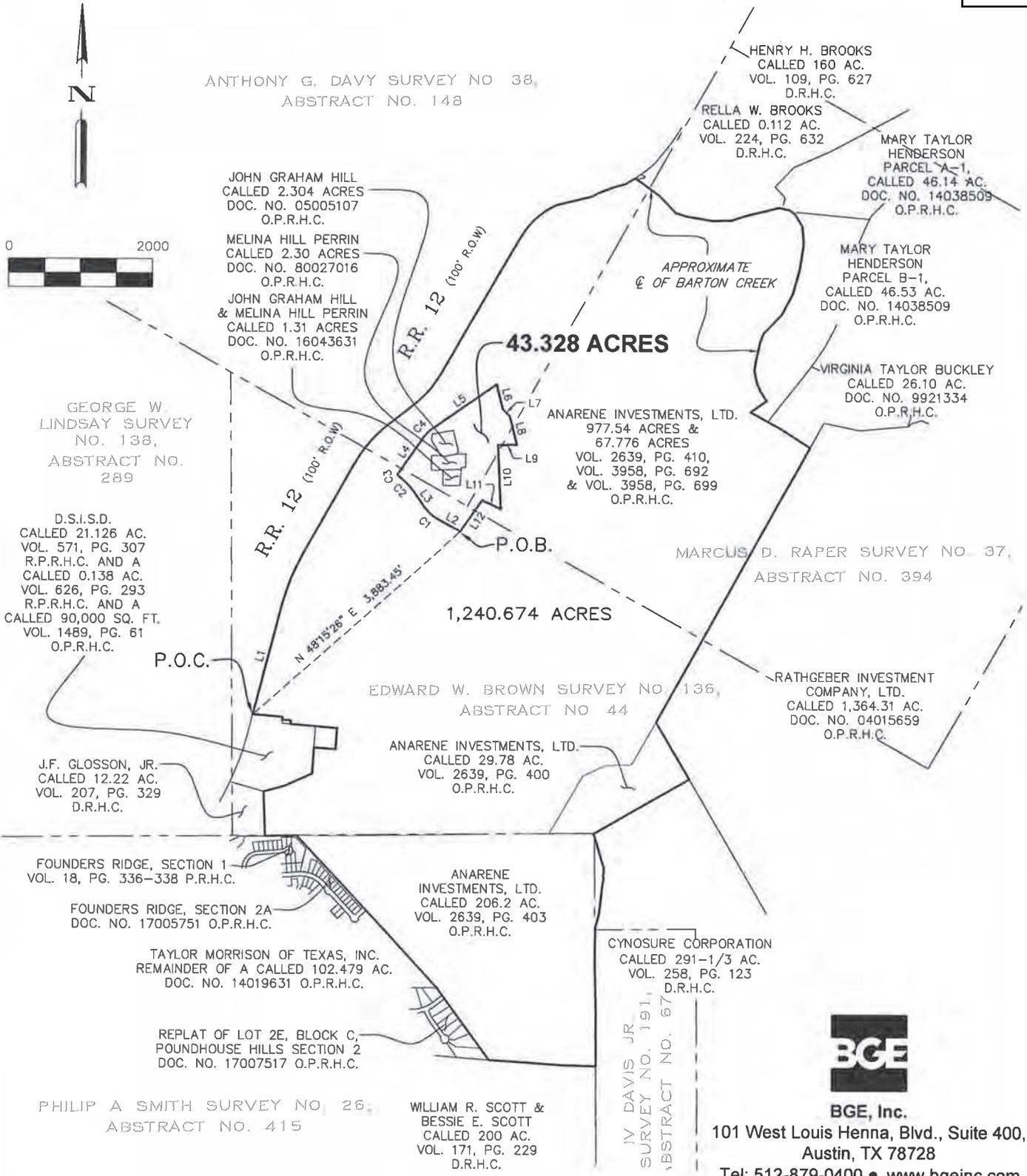


8/30/2019  
Date

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

# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 17.



**BEARING BASIS NOTE:**

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

**LEGEND**

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



**BGE, Inc.**

101 West Louis Henna, Blvd., Suite 400,  
Austin, TX 78728  
Tel: 512-879-0400 • www.bgeinc.com  
TBPLS Licensed Surveying  
Firm No. 10106502

Copyright 2019

SCALE: 1"=2000'

SHEET 4

OF 5

# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 17.

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

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



**BGE, Inc.**

101 West Louis Hennis Blvd., Suite 400,  
Austin, TX 78728

Tel: 512-879-0400 • [www.bgeinc.com](http://www.bgeinc.com)  
TBPLS Licensed Surveying  
Firm No. 10106502

Copyright 2019

SCALE: 1"=2000'

SHEET 5

OF 5

METES & BOUNDS DESCRIPTION

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

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

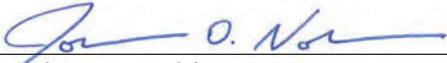
THENCE, with the southerly line of said Double L Development, LLC, 223.556-acre tract, and the north line of said D.S.I.S.D. 90,000-square foot tract, S 85° 02' 09" E for a distance of 300.00 feet to a 1/2-inch iron rod w/cap stamped "BGE INC" set at a southerly corner of said Double L Development, LLC,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

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

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

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

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

  
Jonathan O. Nobles RPLS No. 5777

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

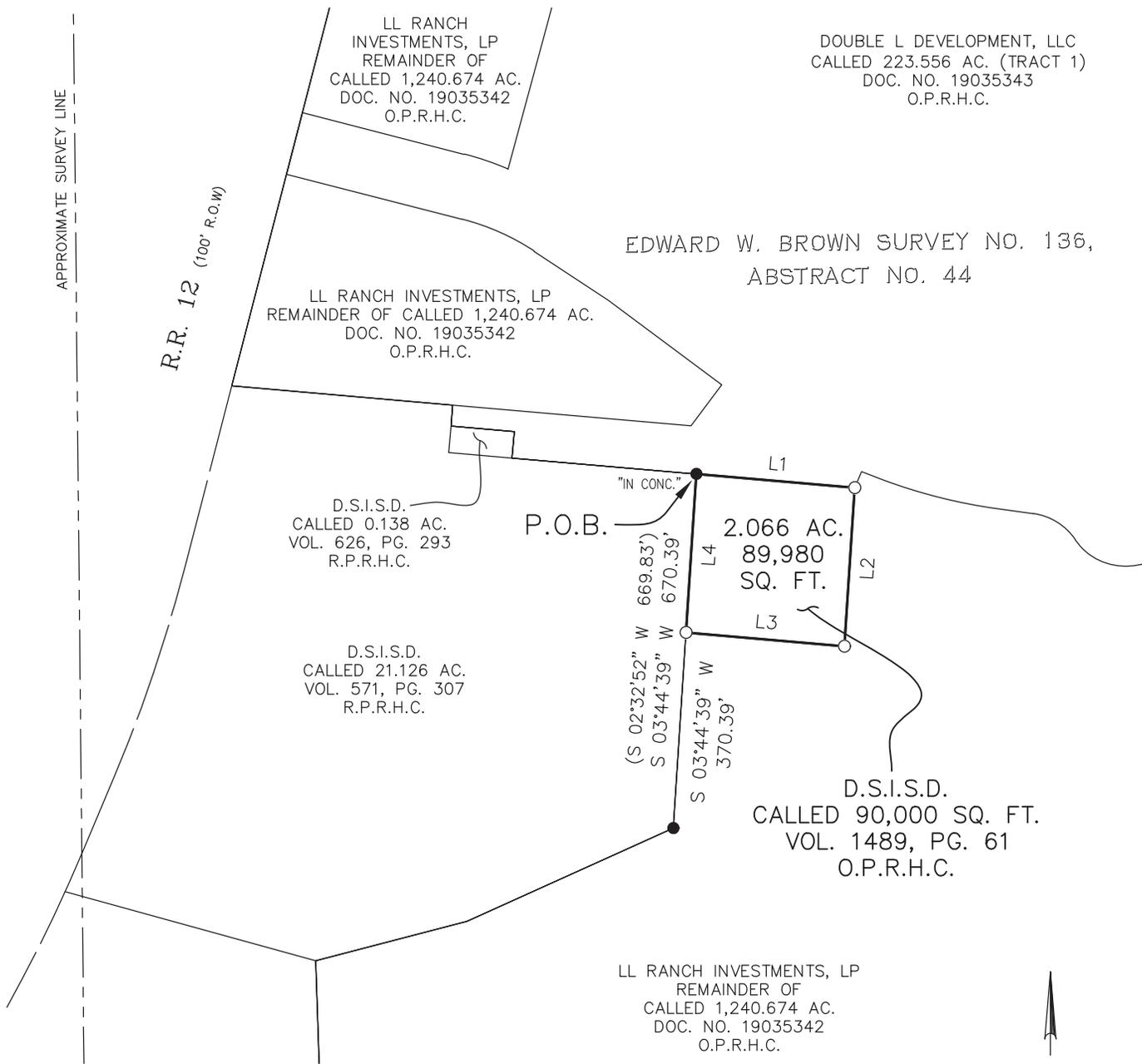
05/06/2021

Date



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

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION



### LEGEND

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

### BEARING BASIS NOTE:

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

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



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

SCALE: 1"=300'

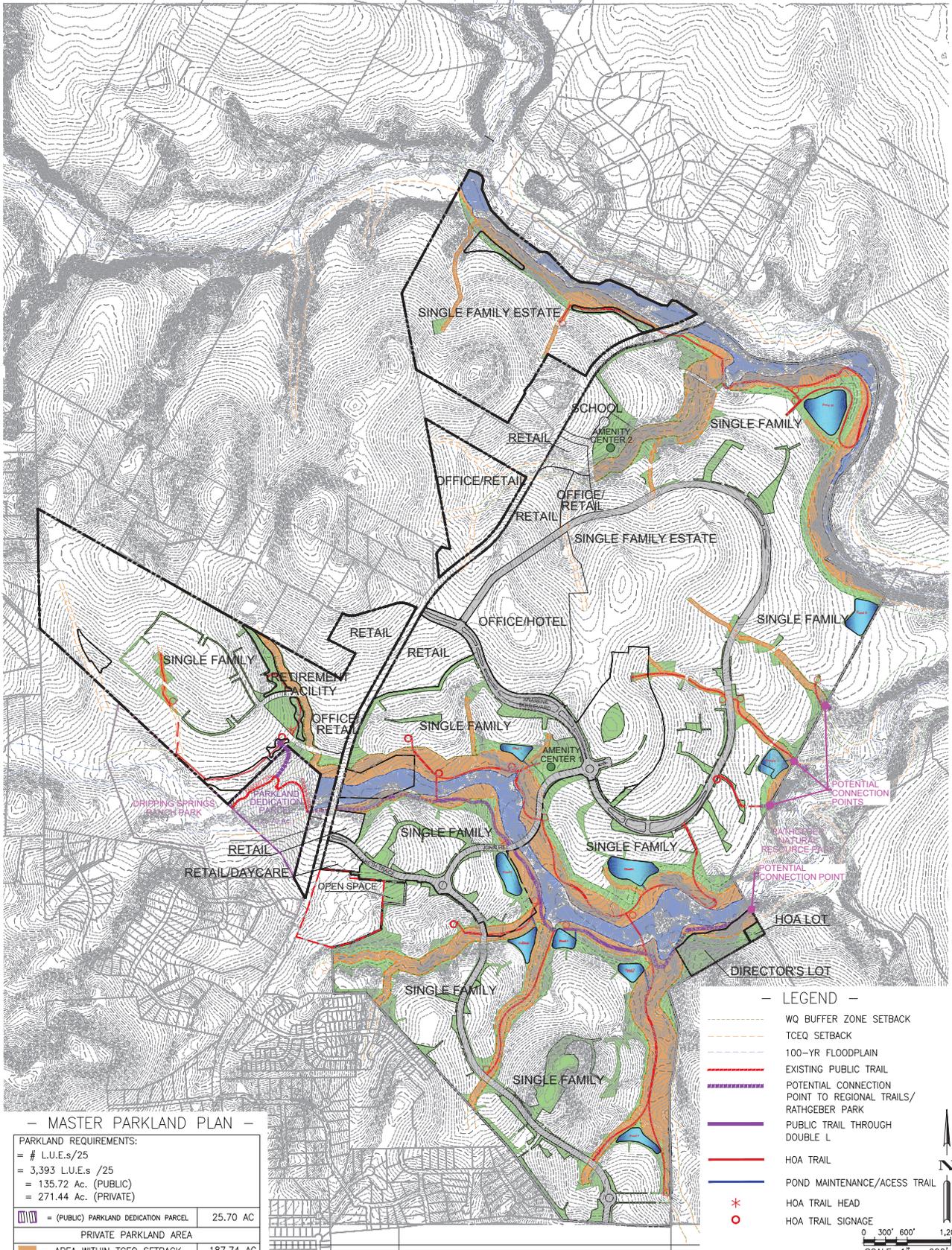
SHEET 3

OF 3

# DOUBLE 'L'

## MASTER PARKLAND EXHIBIT

(A TREND DEVELOPMENT, INC. COMMUNITY)



— MASTER PARKLAND PLAN —

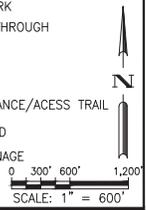
<b>PARKLAND REQUIREMENTS:</b>	
= # L.U.E.s/25	
= 3,393 L.U.E.s /25	
= 135.72 Ac. (PUBLIC)	
= 271.44 Ac. (PRIVATE)	
= (PUBLIC) PARKLAND DEDICATION PARCEL	25.70 AC
<b>PRIVATE PARKLAND AREA</b>	
= AREA WITHIN TCEQ SETBACK (OUTSIDE FLOODPLAIN)	187.74 AC (37.92%)
= AREA OUTSIDE FLOODPLAIN (OUTSIDE TCEQ SETBACK)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

— TRAIL LINEAR FOOTAGE —

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

— LEGEND —

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



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

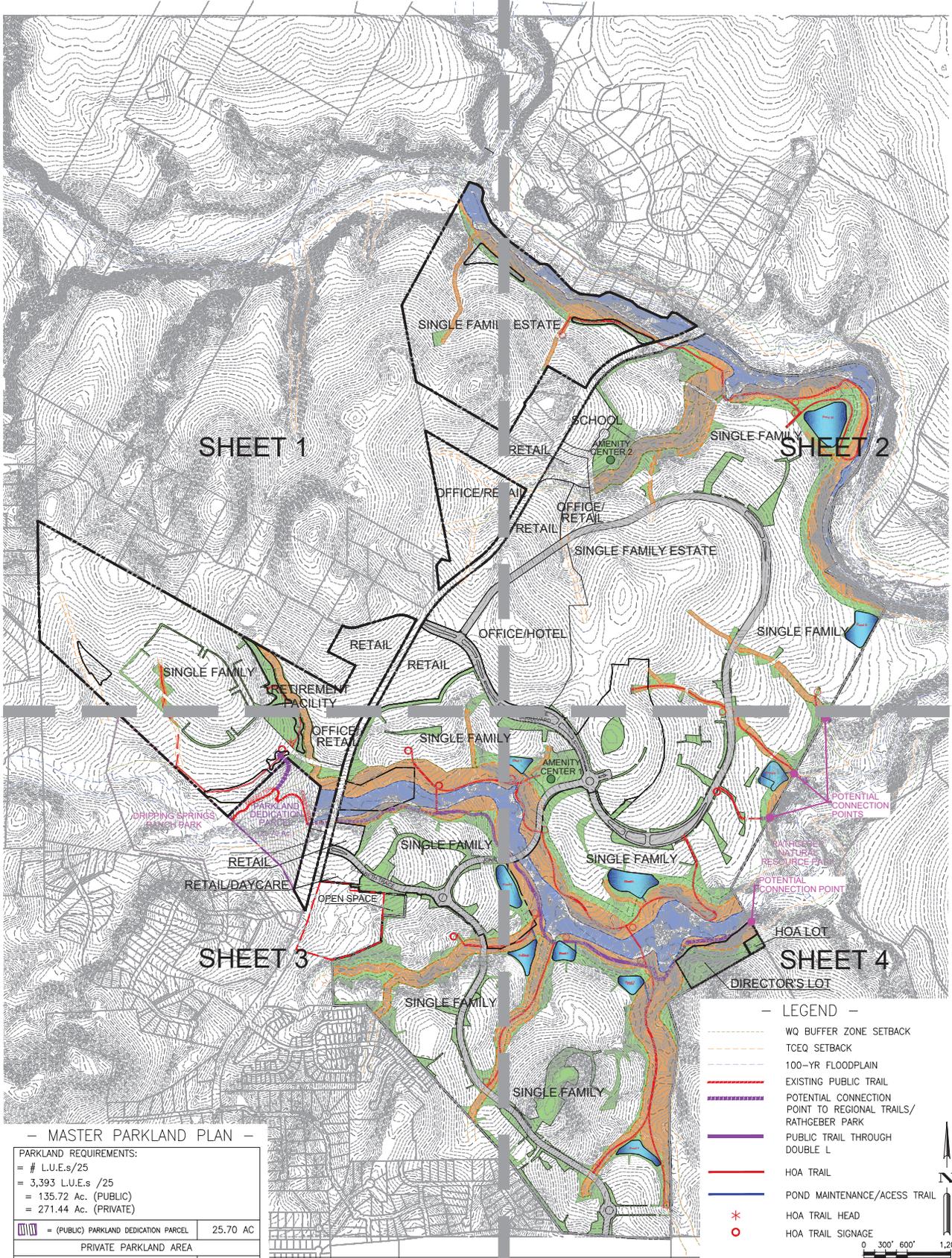
BGE, Inc.  
 1701 DIRECTORS BOULEVARD, SUITE 1000  
 AUSTIN, TX 78744  
 TEL: 512-979-9400 • www.bgeinc.com  
 TBP Registration No. F-1048



# DOUBLE 'L'

## MASTER PARKLAND EXHIBIT

(A TREND DEVELOPMENT, INC. COMMUNITY)



— MASTER PARKLAND PLAN —

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

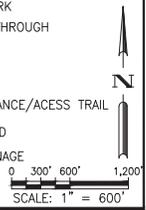
— TRAIL LINEAR FOOTAGE —

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

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

— LEGEND —

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



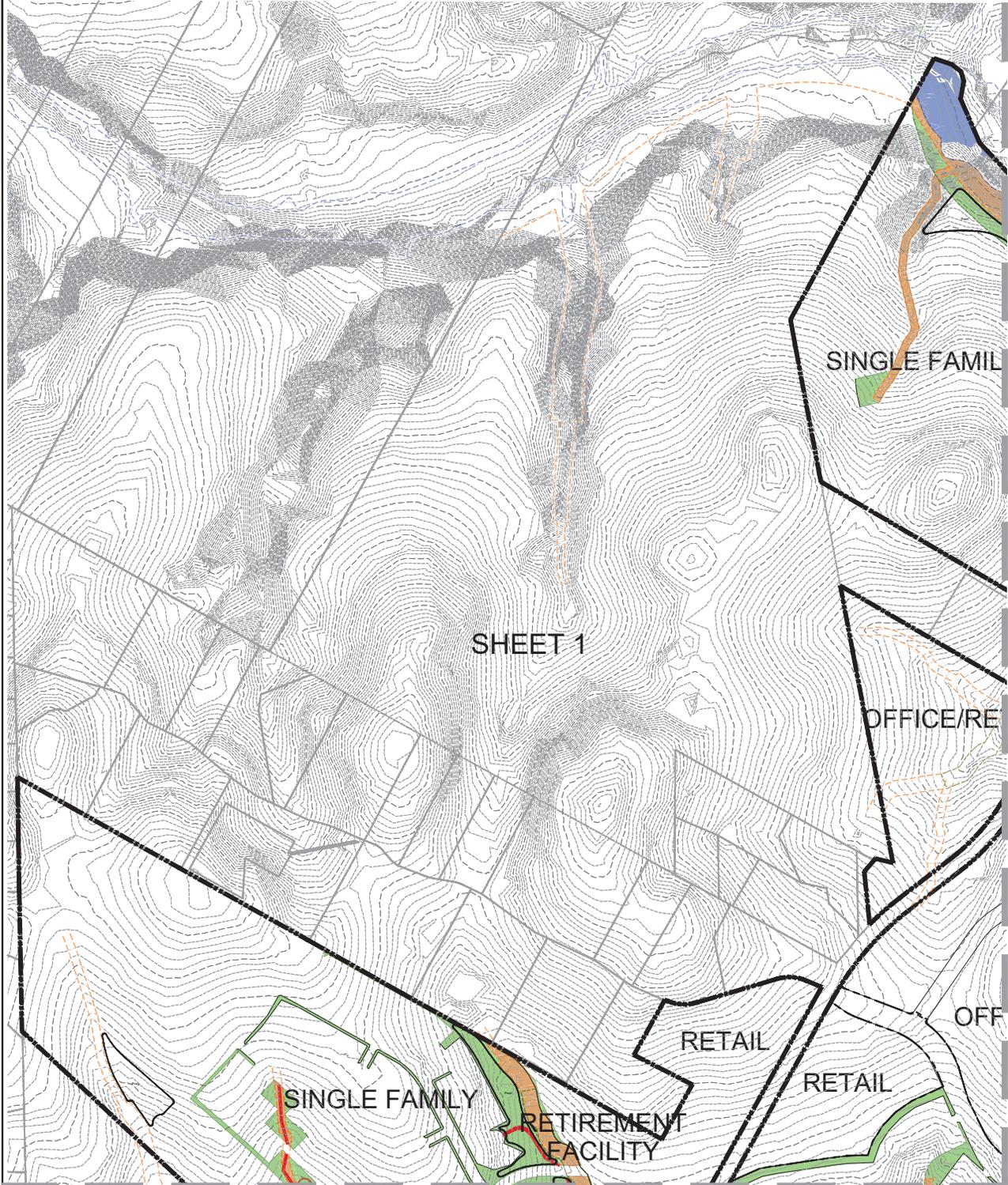
BGE, Inc.  
1701 DIRECTORS BOULEVARD, SUITE 1000  
AUSTIN, TX 78744  
TEL: 512-979-9400 • www.bgeinc.com  
TBP Registration No. F-1048



# DOUBLE 'L'

## MASTER PARKLAND EXHIBIT

(A TREND DEVELOPMENT, INC. COMMUNITY)



SHEET 1

MATCHLINE - SEE SHEET 2

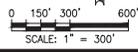
— MASTER PARKLAND PLAN —

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

MATCHLINE : SEE SHEET 3

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

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

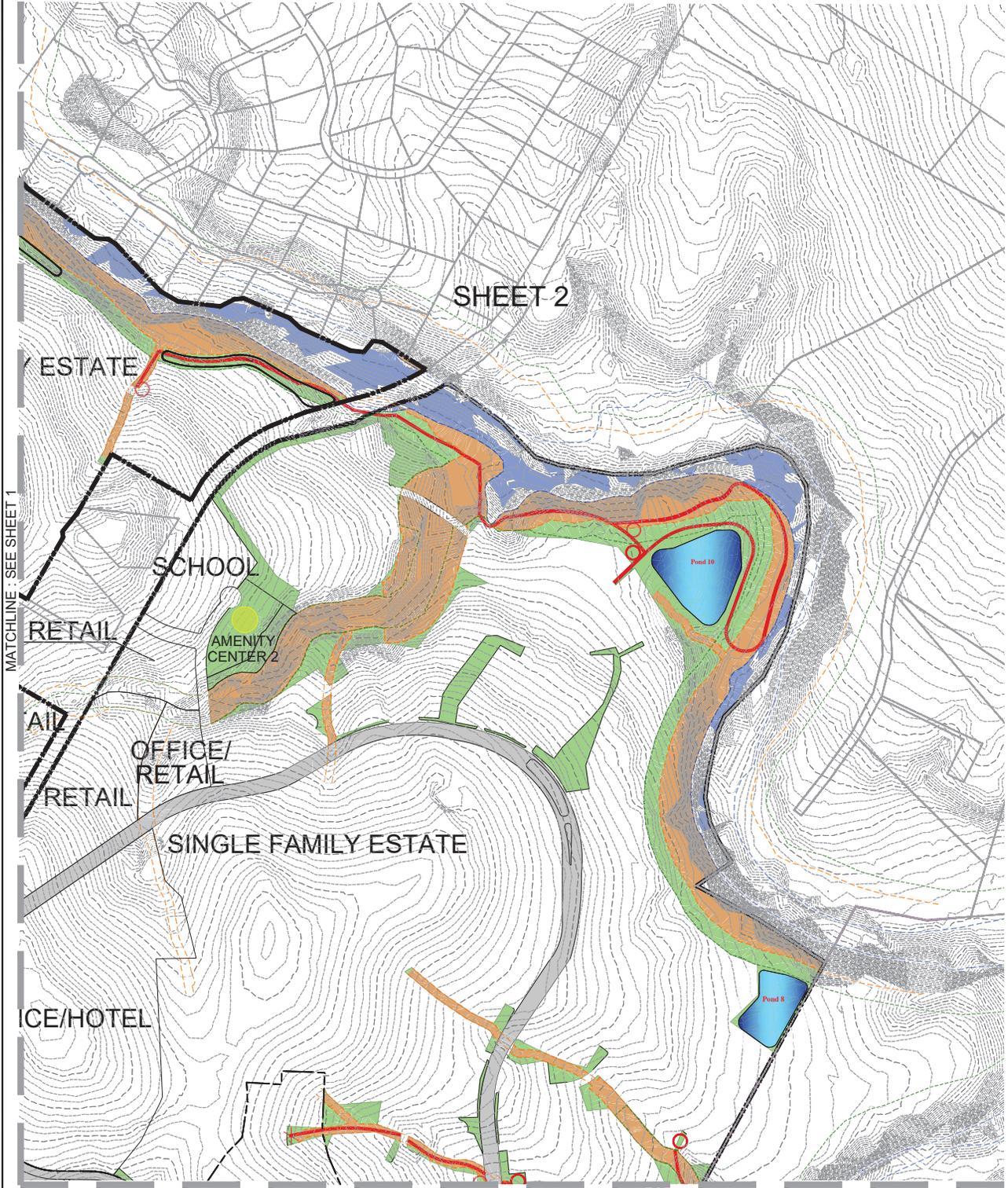


BGE Inc.  
1701 DIRECTORS BOULEVARD, SUITE 1000  
AUSTIN, TX 78744  
TEL: 512-619-6400 • www.bgeinc.com  
TBPB Registration No. F-1048

# DOUBLE 'L'

## MASTER PARKLAND EXHIBIT

(A TREND DEVELOPMENT, INC. COMMUNITY)

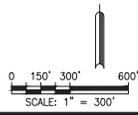


— MASTER PARKLAND PLAN —

MATCHLINE : SEE SHEET 4

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

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



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

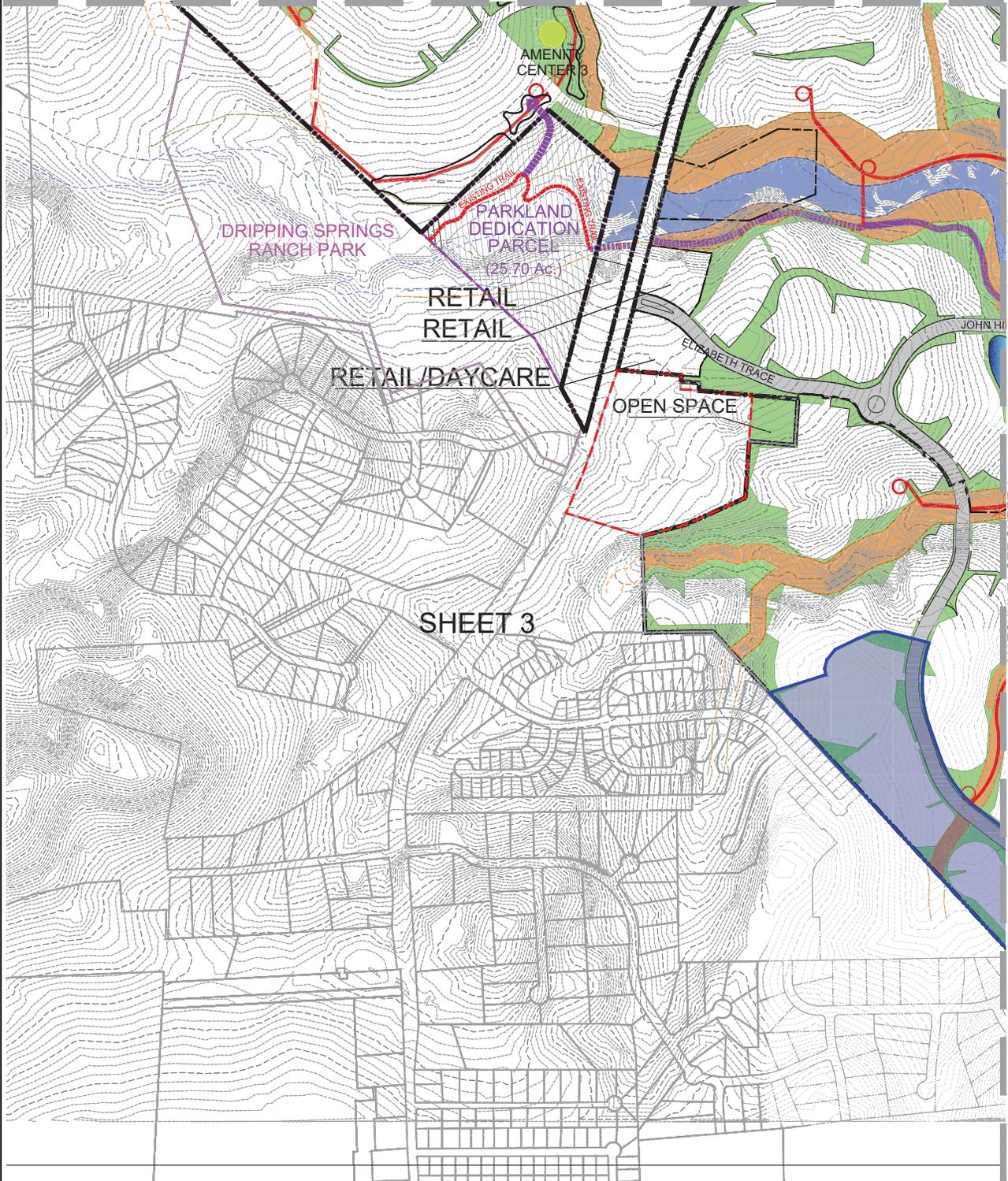
BGE, Inc.  
1701 DIRECTORS BOULEVARD, SUITE 1000  
AUSTIN, TX 78744  
TEL: 512-679-2405 • www.bgeinc.com  
TBPB Registration No. F-1048

# DOUBLE 'L'

## MASTER PARKLAND EXHIBIT

(A TREND DEVELOPMENT, INC. COMMUNITY)

MATCHLINE : SEE SHEET 1



SHEET 3

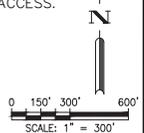
— MASTER PARKLAND PLAN —

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

— LEGEND —

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

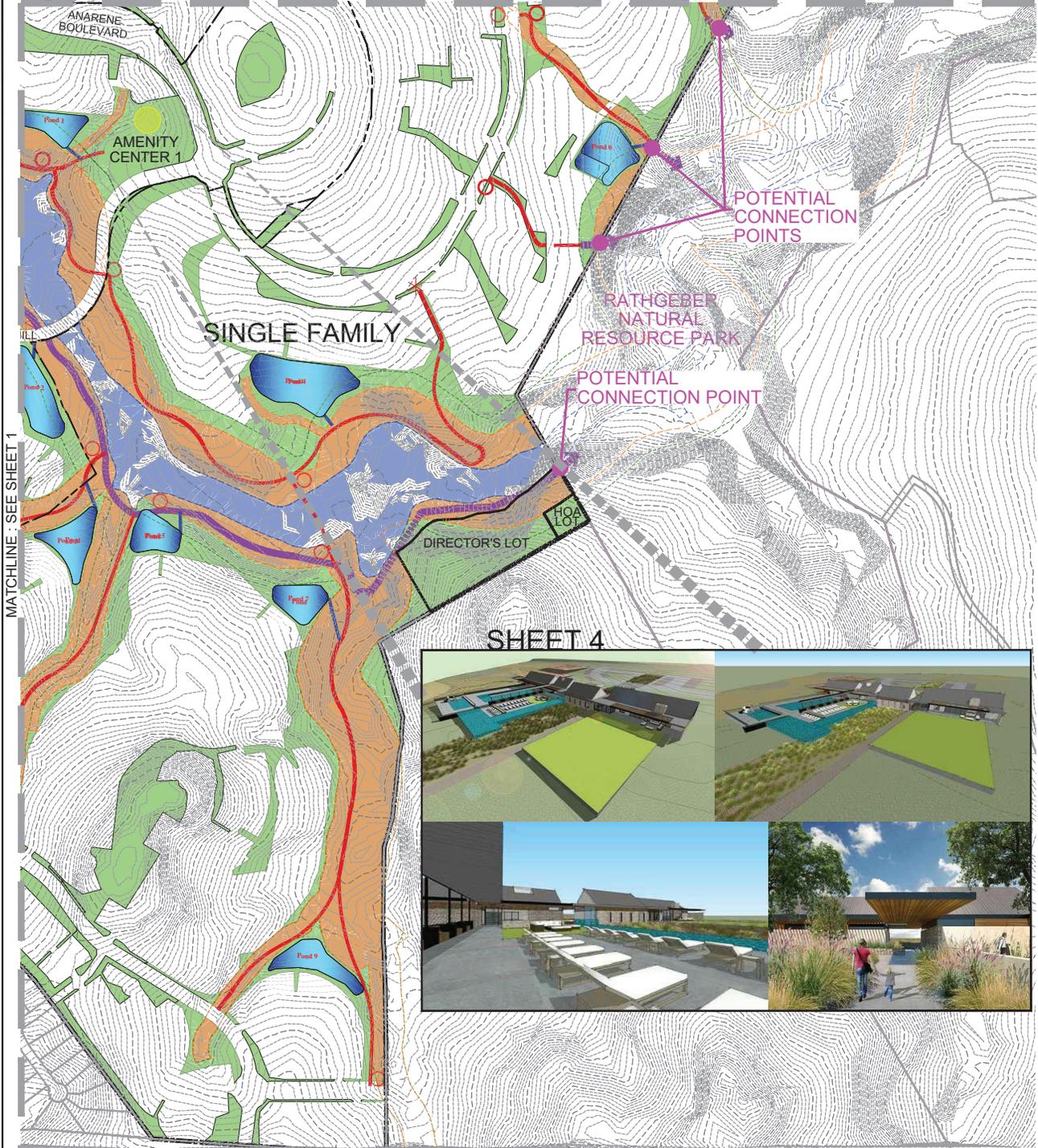
NOTE: ALL TRAILS AROUND LITTLE BARTON CREEK ARE PROPOSED AS 8' WIDE FOR MAINTENANCE ACCESS.



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

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

MATCHLINE : SEE SHEET 2



MATCHLINE : SEE SHEET 1

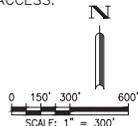
— MASTER PARKLAND PLAN —

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

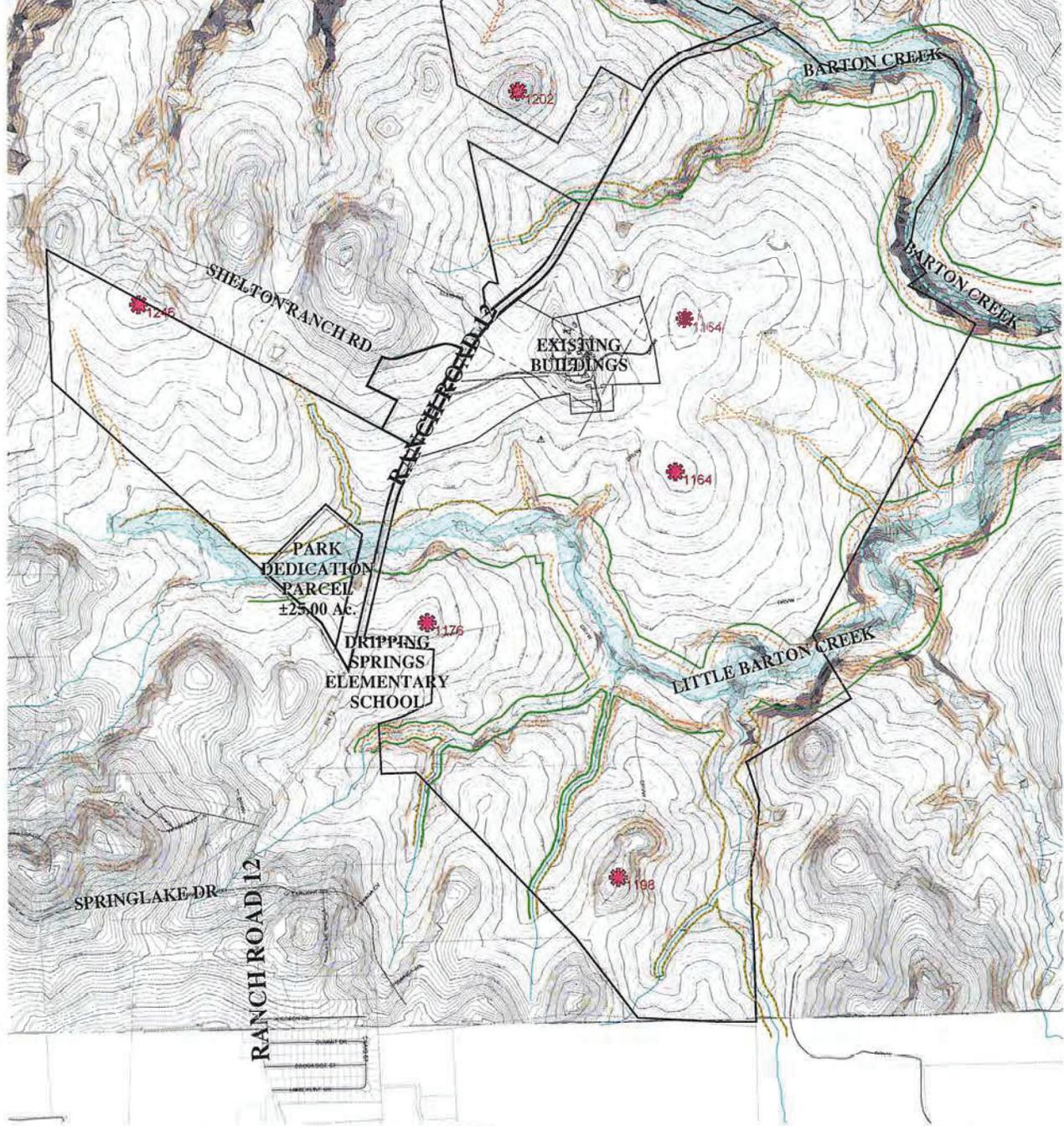
— LEGEND —

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

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



BGE, Inc.  
1701 DIRECTORS BOULEVARD, SUITE 1000  
AUSTIN, TX 78744  
TEL: 512-679-6405 • www.bgeinc.com  
TBPPE Registration No. F-1046



Color	Layer	Legend	Range Beg.	Range End	Percent	Area
□	SLOPE - VERY SLIGHT		0.00	5.00	61.3	5080870.23
■	SLOPE - SLIGHT		5.00	15.00	13.0	9548315.99
■	SLOPE - MODERATE		15.00	25.00	4.1	304866.34
■	SLOPE - SEVERE		25.00	35.00	1.0	724970.69
■	SLOPE - VERY SEVERE		35.00	180.00	0.5	401508.78

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

**HILL TOPS PRESERVATION**

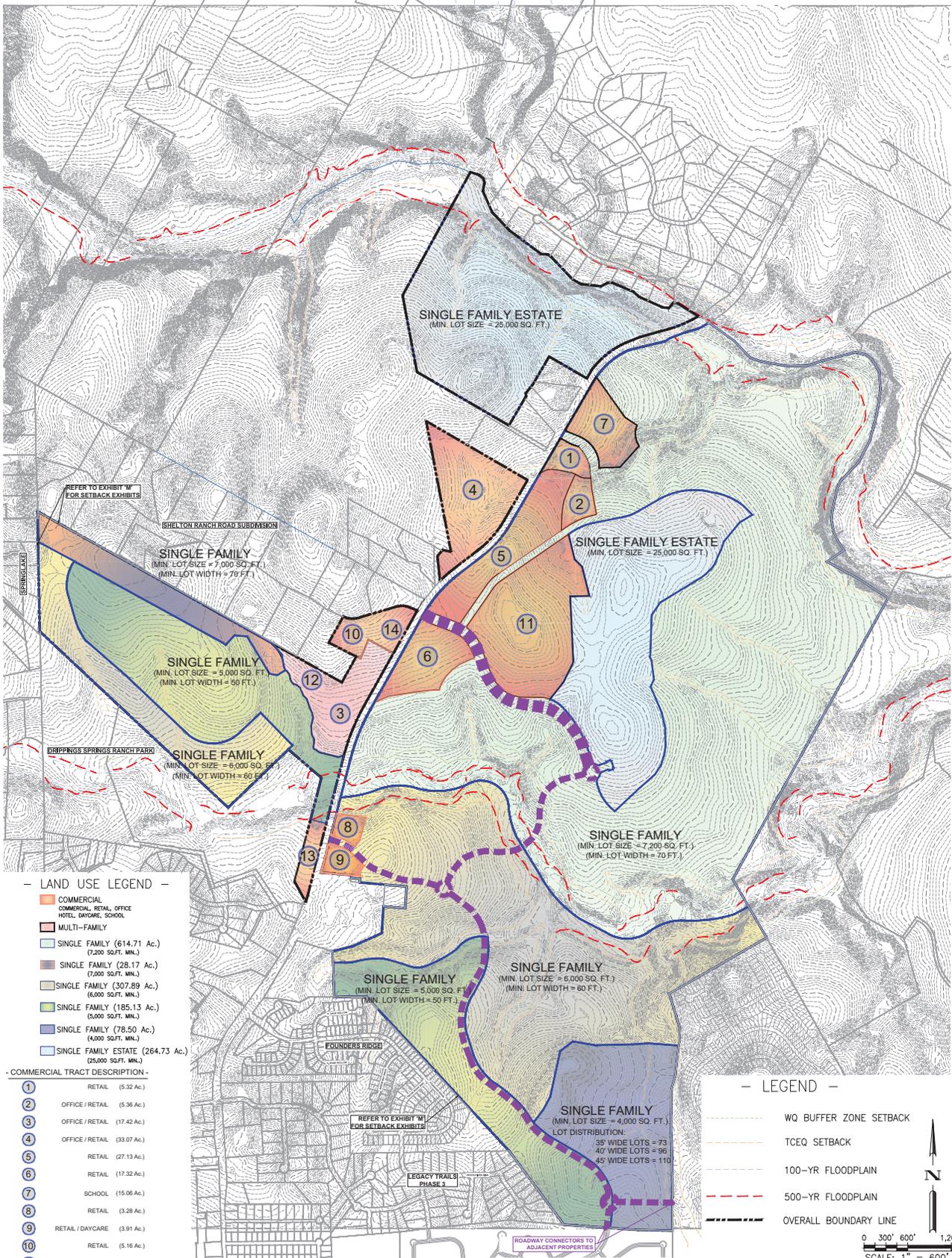
**EXHIBIT C**  
12.1.14

SCALE: 1" = 600'

# DOUBLE 'L'

## CONCEPTUAL MASTER PLAN

(A TREND DEVELOPMENT, INC. COMMUNITY)



**LAND USE LEGEND**

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

**COMMERCIAL TRACT DESCRIPTION**

1	RETAIL (5.32 Ac.)
2	OFFICE / RETAIL (5.36 Ac.)
3	OFFICE / RETAIL (17.42 Ac.)
4	OFFICE / RETAIL (33.07 Ac.)
5	RETAIL (27.13 Ac.)
6	RETAIL (17.32 Ac.)
7	SCHOOL (15.06 Ac.)
8	RETAIL (3.28 Ac.)
9	RETAIL / DAYCARE (3.91 Ac.)
10	RETAIL (5.16 Ac.)
11	OFFICE / HOTEL (5.12 Ac.)
12	RETIREMENT FACILITY (5.83 Ac.)
13	RETAIL (5.18 Ac.)
14	RETAIL (3.75 Ac.)
<b>TOTAL (195.96 Ac.)</b>	

**LEGEND**

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

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

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

BGE, Inc.  
1701 DIRECTORS BOULEVARD, SUITE 1000  
AUSTIN, TX 78744  
TEL: 512-819-0400 • www.bgeinc.com  
TBPB Registration No. F-1046

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

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

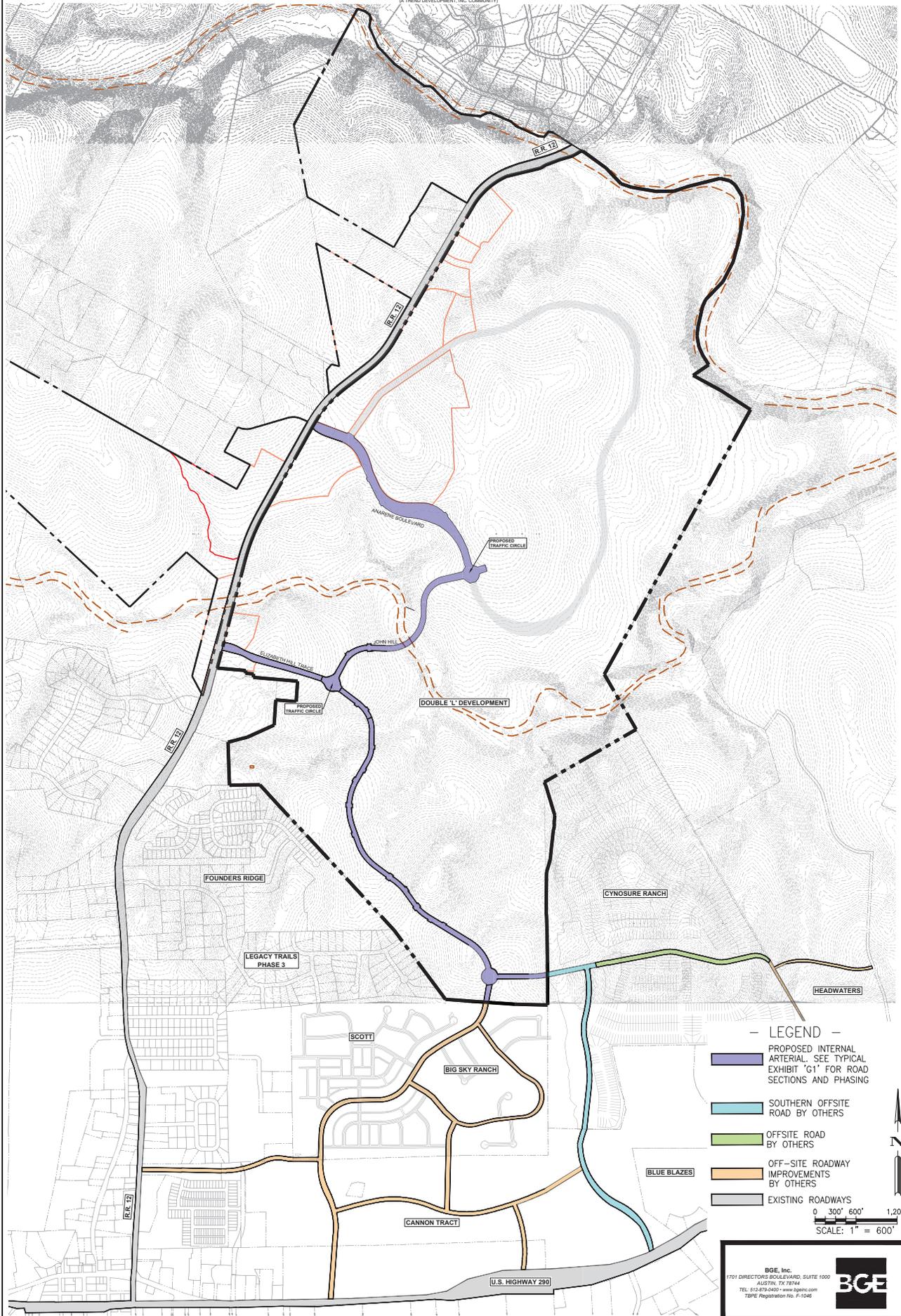
<b>Code Section (Ordinance)</b>	<b>Summary</b>	<b>Modification</b>
28 Exh A 13.2 (2019-29, adopted 9/10/19)	Repeat language on block lengths; min/max called as 400'/1,200'	Update to match 28 Exh A 11.21.2
28 Exh A 14.6 (2019-29, adopted 9/10/19)	Minimum lot size is 0.75 ac	Minimum lot size is 3,500 SF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

## EXHIBIT F

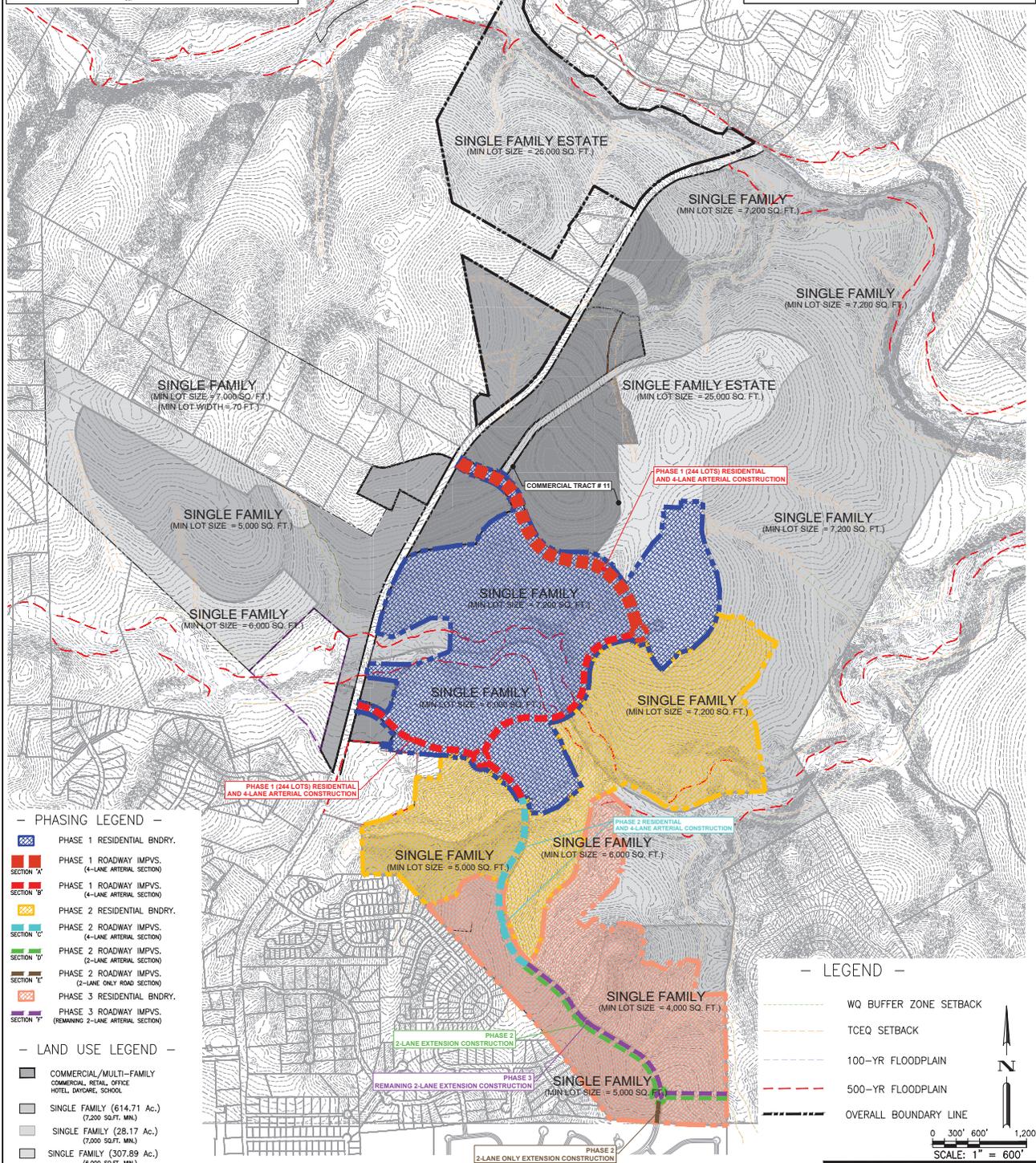
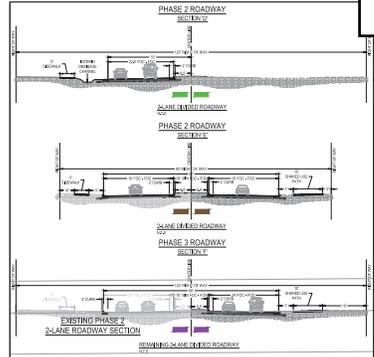
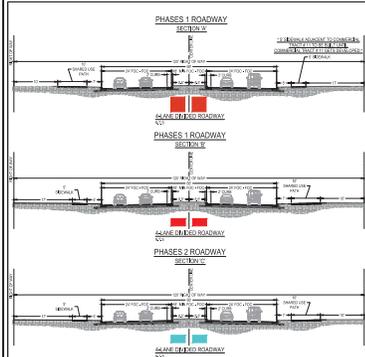
### Approved Plant List

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

DOUBLE 'L'  
ROADWAY CONNECTIVITY PLAN  
(A TREND DEVELOPMENT, INC. COMMUNITY)



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



- PHASING LEGEND —
- Phase 1 Residential Bndry.
  - Phase 1 Roadway IMPVS. (4-LANE ARTERIAL SECTION) SECTION 'A'
  - Phase 1 Roadway IMPVS. (4-LANE ARTERIAL SECTION) SECTION 'B'
  - Phase 2 Residential Bndry.
  - Phase 2 Roadway IMPVS. (4-LANE ARTERIAL SECTION) SECTION 'C'
  - Phase 2 Roadway IMPVS. (2-LANE ARTERIAL SECTION) SECTION 'D'
  - Phase 2 Roadway IMPVS. (2-LANE ONLY ROAD SECTION) SECTION 'E'
  - Phase 3 Residential Bndry.
  - Phase 3 Roadway IMPVS. (REMAINING 2-LANE ARTERIAL SECTION) SECTION 'F'

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

NOTE:  
CONCEPTUAL PLAN SUBJECT TO CHANGE.

- LEGEND —
- WQ BUFFER ZONE SETBACK
  - TCEQ SETBACK
  - 100-YR FLOODPLAIN
  - 500-YR FLOODPLAIN
  - OVERALL BOUNDARY LINE
- 0 300' 600' 1,200'  
SCALE: 1" = 600'

BGE Inc.  
1701 DIRECTORS BOULEVARD, SUITE 1000  
AUSTIN, TX 78744  
TEL: 512-879-0400 • www.bgeinc.com  
TBPB Registration No. F-1546

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

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

## EXHIBIT J

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

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

## EXHIBIT L

### Tree Planting Requirements

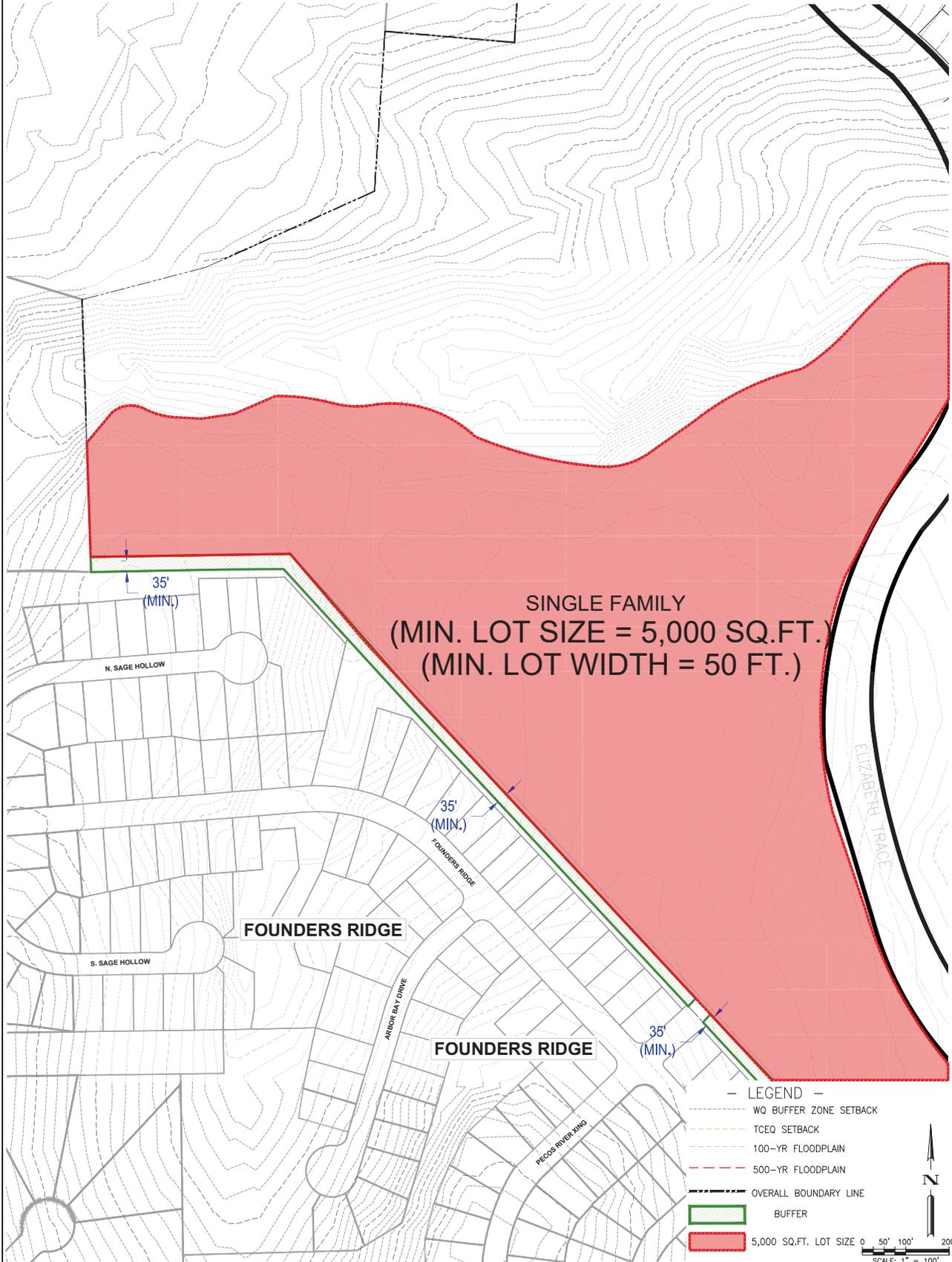
Tree Classification:

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

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

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

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



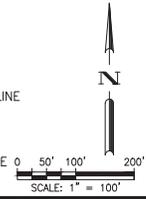
**SINGLE FAMILY**  
**(MIN. LOT SIZE = 5,000 SQ.FT.)**  
**(MIN. LOT WIDTH = 50 FT.)**

**FOUNDERS RIDGE**

**FOUNDERS RIDGE**

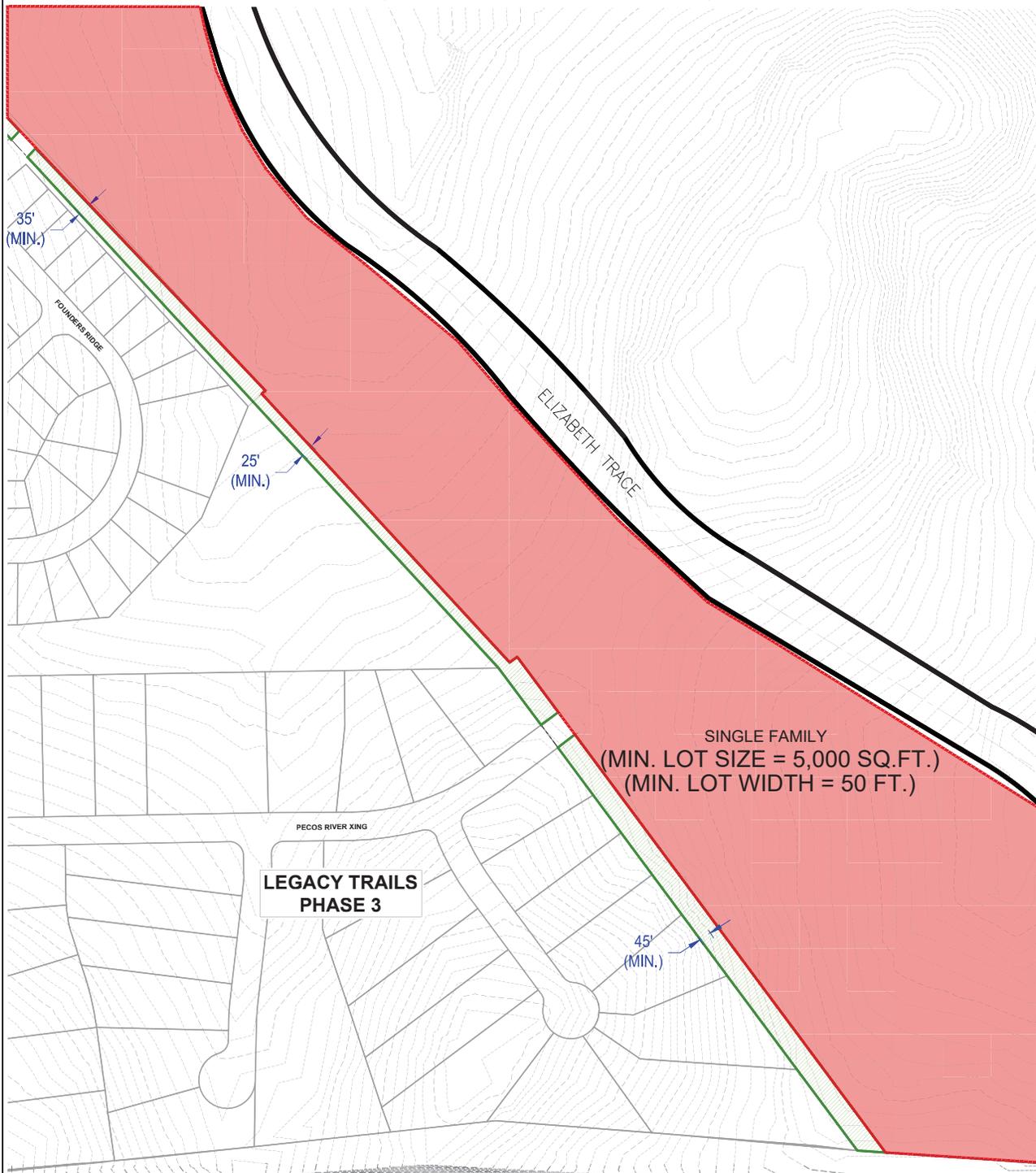
**LEGEND**

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



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

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



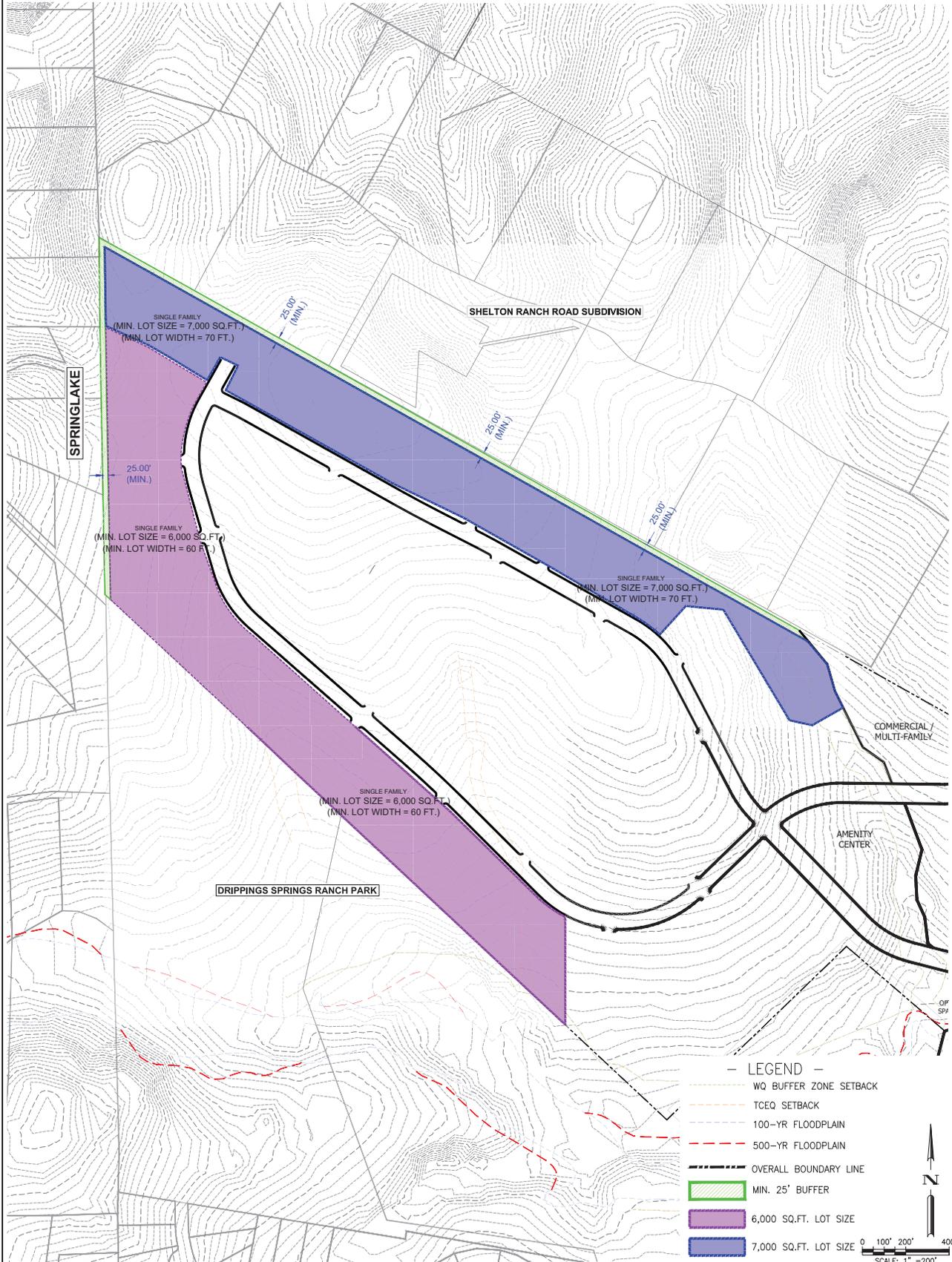
**LEGEND**

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

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

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

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



**LEGEND**

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

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

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

**LOT MIX AND ALLOWED VARIANCE**

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

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

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

Date: 06.04.21  
Project: Anarene/Double L  
City of Dripping Springs  
Parkland Dedication Plan

**MEMORANDUM**

To: Laura Mueller, City Attorney  
Amanda Padilla, City Senior Planner

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

\*\*\* \*\*

After review we have the following observations and recommendations:

1. As part of the original Developer Agreement (DA), 1,710 residential DU’s were proposed. The new DA has 3,393 total proposed DUs for the proposed development; 2,886 of these are residential. The difference in residential DUs between the original DA and the new DA under consideration is an additional 1,176 DUs. Because the original DA was submitted prior to the new ordinance, it is our understanding that they the original 1,710 residential DU’s are not subject to the parkland development fee. However, the additional 1,176 DUs as part of the revision are subject to negotiation/discussion.

2. The amount of parkland required per the new parkland dedication ordinance (1 acre/23 DUs is 147.52 acres. The amount of parkland required per the old parkland dedication ordinance (1 acre/25 LUEs is 135.72 acres. The application is showing parkland dedication of 472.32 acres, exceeding 23 DU ordinance requirements by 324.80 acres.

For reference purposes:

- 25.0 acres of land adjacent to DSRP were originally given to the City of Dripping Springs as part of the original developer agreement;
- the amount of parkland within the TCEQ setback is 185.22 acres (39.21%);
- the amount of parkland within the floodplain is 52.82 acres (11.18%);
- the amount of parkland outside the TCEQ setback and outside the floodplain is 208.58 acres (44.16%).

3. Developer has provided flexibility with connection to Rathgeber Natural Resource Park. Design of this area will be fine-tuned at the time of platting and as the program and entrance requirements at Rathgeber are finalized.

4. Much of the dedicated parkland is open space that is located in either the Water Quality Buffer Zone or the TCEQ set back. The development restrictions and parameters of these two designations are listed below:

- a. Water Quality buffer zone: – trail improvements only;
- b. TCEQ setbacks allowed and prohibited activities: The types of activities that are allowed within a buffer zone are very limited. These restrictions protect the quality of water entering karst features and the environmental integrity of the buffer zones. Public access may be allowed o

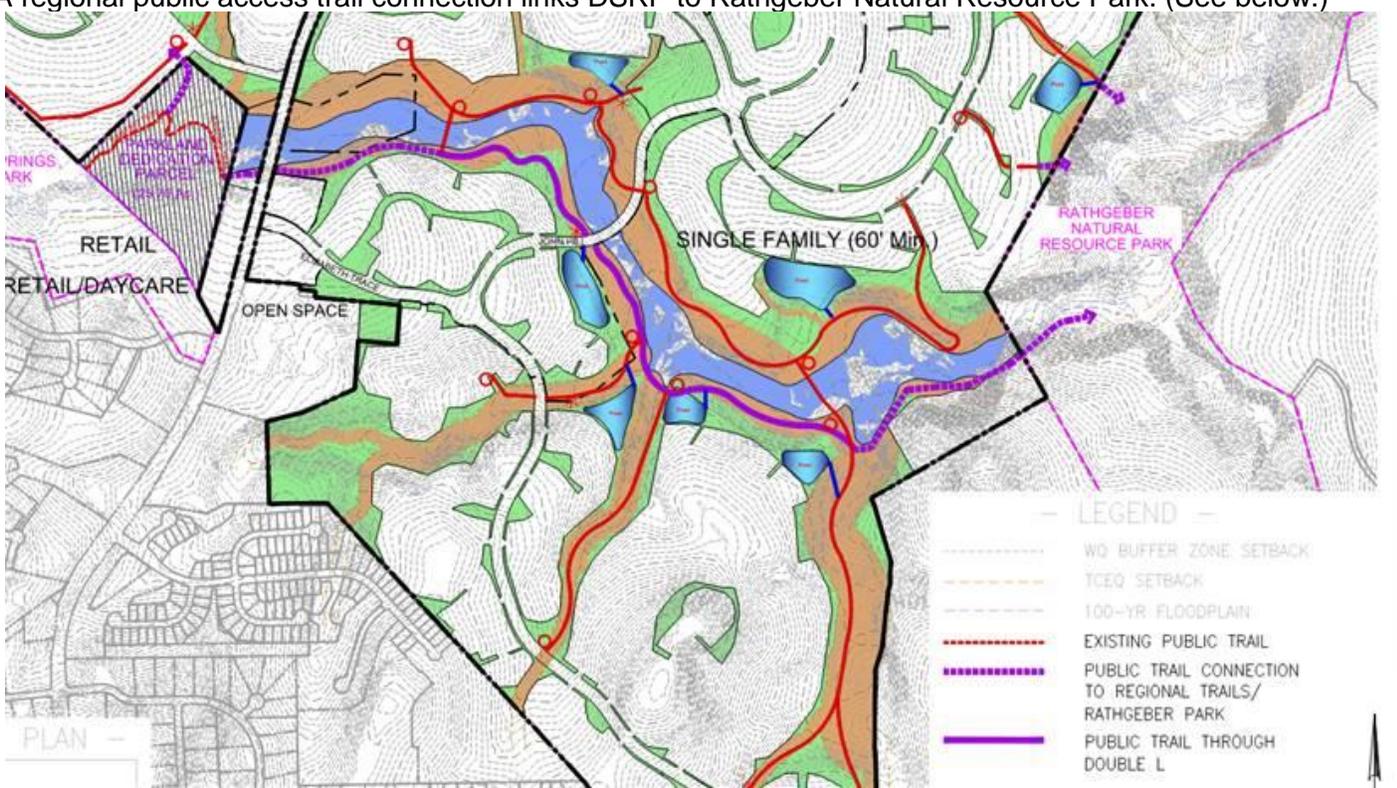
defined, low impact hike and bike trails within the buffer zones. Access roads may be provided for emergency vehicles or for buffer/habitat maintenance. Trails and access roads should be carefully placed to avoid erosion, and to avoid directing sediment and potential contaminants in storm water runoff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

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

- General use of any fertilizers, herbicides, or pesticides is prohibited. If fire ant infestation becomes acute, consult with USFWS for products approved for use and methods of use.
- An acute infestation is defined as: (1) fire ant densities greater than 40 mounds per acre or (2) more than 40 mounds within 344 ft of the entrance to any karst feature habitat.
- Construction of new general use roads, utilities, or other development including water, storm water, or wastewater lines, treatment ponds, structures or other facilities is prohibited.
- Storage, maintenance, or use of motorized vehicles is prohibited. The only motorized vehicles that can be used in the buffer zone area must be used for emergencies or to facilitate the operation, monitoring, or maintenance of buffer zone area.

5. All of the parks in the proposed development are designated as private except for the east-west public trail and open area around that public trail and the 25-acres of land adjacent to DSRP. The new ordinance states a 25% maximum for private parks to meet the parkland dedication requirements. However, this development was originally vested under the old ordinance so this new stipulation does not apply.

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



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

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

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

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

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

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

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

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

---

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

Prepared By: Brent Luck

**From:** [Ginger Faught](#)  
**To:** [Tory Carpenter](#)  
**Subject:** FW: [Dripping Springs, TX] Double L Ranch 4-lane road (Sent by Michael Massie, [michaeldmassie@gmail.com](mailto:michaeldmassie@gmail.com))  
**Date:** Friday, September 17, 2021 9:19:43 AM

---

Please make sure the comments below have been saved to the server and uploaded to CC packets.

Thanks!

---

**From:** April Harris Allison <[aharrisallison@cityofdrippingsprings.com](mailto:aharrisallison@cityofdrippingsprings.com)>  
**Sent:** Wednesday, September 15, 2021 5:31 PM  
**To:** [michaeldmassie@gmail.com](mailto:michaeldmassie@gmail.com); Ginger Faught <[GFaught@cityofdrippingsprings.com](mailto:GFaught@cityofdrippingsprings.com)>  
**Subject:** Re: [Dripping Springs, TX] Double L Ranch 4-lane road (Sent by Michael Massie, [michaeldmassie@gmail.com](mailto:michaeldmassie@gmail.com))

Dear Michael,

Thank you so much for taking the time to share your concerns. I appreciate your perspective. I am making sure that your comments are included in the city council packets for all members to review.

Sincerely,  
April

---

**From:** Contact form at Dripping Springs, TX <[cmsmailer@civicplus.com](mailto:cmsmailer@civicplus.com)>  
**Sent:** Tuesday, September 14, 2021 1:31 PM  
**To:** April Harris Allison <[aharrisallison@cityofdrippingsprings.com](mailto:aharrisallison@cityofdrippingsprings.com)>  
**Subject:** [Dripping Springs, TX] Double L Ranch 4-lane road (Sent by Michael Massie, [michaeldmassie@gmail.com](mailto:michaeldmassie@gmail.com))

Hello [aharrisallison](mailto:aharrisallison),

Michael Massie ([michaeldmassie@gmail.com](mailto:michaeldmassie@gmail.com)) has sent you a message via your contact form (<https://www.cityofdrippingsprings.com/user/276/contact>) at Dripping Springs, TX.

If you don't want to receive such e-mails, you can change your settings at <https://www.cityofdrippingsprings.com/user/276/edit>.

Message:

Council Member Allison,

I'm contacting you as a Dripping Springs resident and homeowner in Legacy Trails, to ask the city council to reconsider connecting the proposed four-lane road through Double L Ranch to our neighborhood.

While I have no objections to the development and the four-lane road project, I do object quite vehemently to having a major artery connect directly into the heart of our neighborhood. I believe that, should the city approve a plan to connect that traffic artery to Pecos River Crossing, the resulting through-traffic would destroy the peace and tranquility of our neighborhood and cause major safety issues for our residents.

Consider that, for the most part, our neighborhood does not have sidewalks or even a sufficient shoulder for pedestrians to walk on away from the flow of traffic. The existing traffic is already a hazard to pedestrians, and especially to children, and as a former first responder I would hate to see a pedestrian vs. motor vehicle accident happen due to poor planning on the city's part.

Again, I ask that you reconsider the plan to connect our neighborhood to the four-lane traffic artery, and instead change the plan so the road bypasses us completely. Also, you might consider adding a stop light where the four-lane road meets RR12. Without it, that intersection will be a death trap for vehicles turning south from the artery onto RR12.

Sincerely,

Michael Massie  
661 Goodnight Trail  
Dripping Springs, TX 78620

**From:** [Laura Mueller](#)  
**To:** [Tory Carpenter](#)  
**Subject:** FW: [Dripping Springs, TX] Double L Ranch 4-lane road (Sent by Michael Massie, [michaeldmassie@gmail.com](mailto:michaeldmassie@gmail.com))  
**Date:** Wednesday, September 15, 2021 8:14:09 AM

---

**From:** Wade King <[WKing@cityofdrippingsprings.com](mailto:WKing@cityofdrippingsprings.com)>  
**Sent:** Tuesday, September 14, 2021 9:14 PM  
**To:** Laura Mueller <[lmueller@cityofdrippingsprings.com](mailto:lmueller@cityofdrippingsprings.com)>  
**Subject:** FW: [Dripping Springs, TX] Double L Ranch 4-lane road (Sent by Michael Massie, [michaeldmassie@gmail.com](mailto:michaeldmassie@gmail.com))

wk

----- Original message -----

From: "Contact form at Dripping Springs, TX" <[cmsmailer@civicplus.com](mailto:cmsmailer@civicplus.com)>  
Date: 9/14/21 1:30 PM (GMT-06:00)  
To: Wade King <[WKing@cityofdrippingsprings.com](mailto:WKing@cityofdrippingsprings.com)>  
Subject: [Dripping Springs, TX] Double L Ranch 4-lane road (Sent by Michael Massie, [michaeldmassie@gmail.com](mailto:michaeldmassie@gmail.com))

Hello wking,

Michael Massie ([michaeldmassie@gmail.com](mailto:michaeldmassie@gmail.com)) has sent you a message via your contact form (<https://www.cityofdrippingsprings.com/user/266/contact>) at Dripping Springs, TX.

If you don't want to receive such e-mails, you can change your settings at <https://www.cityofdrippingsprings.com/user/266/edit>.

Message:

Council Member King,

I'm contacting you as a Dripping Springs resident and homeowner in Legacy Trails, to ask the city council to reconsider connecting the proposed four-lane road through Double L Ranch to our neighborhood.

While I have no objections to the development and the four-lane road project, I do object quite vehemently to having a major artery connect directly into the heart of our neighborhood. I believe that, should the city approve a plan to connect that traffic artery to Pecos River

Crossing, the resulting through-traffic would destroy the peace and tranquility of our neighborhood and cause major safety issues for our residents.

Consider that, for the most part, our neighborhood does not have sidewalks or even a sufficient shoulder for pedestrians to walk on away from the flow of traffic. The existing traffic is already a hazard to pedestrians, and especially to children, and as a former first responder I would hate to see a pedestrian vs. motor vehicle accident happen due to poor planning on the city's part.

Again, I ask that you reconsider the plan to connect our neighborhood to the four-lane traffic artery, and instead change the plan so the road bypasses us completely. Also, you might consider adding a stop light where the four-lane road meets RR12. Without it, that intersection will be a death trap for vehicles turning south from the artery onto RR12.

Sincerely,

Michael Massie  
661 Goodnight Trail  
Dripping Springs, TX 78620

**From:** [Ginger Faught](#)  
**To:** [Tory Carpenter](#)  
**Subject:** FW: [Dripping Springs, TX] Double L Ranch Development (Sent by Agnieszka Collins, lawrat@gmail.com)  
**Date:** Friday, September 17, 2021 9:20:15 AM

---

Please make sure the comments below have been saved to the server and uploaded to CC packets.

Thanks!

---

**From:** April Harris Allison <aharrisallison@cityofdrippingsprings.com>  
**Sent:** Wednesday, September 15, 2021 5:29 PM  
**To:** lawrat@gmail.com; Ginger Faught <GFaught@cityofdrippingsprings.com>  
**Subject:** Re: [Dripping Springs, TX] Double L Ranch Development (Sent by Agnieszka Collins, lawrat@gmail.com)

Dear Angie,

Thank you so much for taking the time to share your concerns. I appreciate your perspective. I am making sure that your comments are included in the city council packets for all members to review.

Sincerely,  
April

---

**From:** Contact form at Dripping Springs, TX <[cmsmailer@civicplus.com](mailto:cmsmailer@civicplus.com)>  
**Sent:** Wednesday, September 8, 2021 2:33 PM  
**To:** April Harris Allison <[aharrisallison@cityofdrippingsprings.com](mailto:aharrisallison@cityofdrippingsprings.com)>  
**Subject:** [Dripping Springs, TX] Double L Ranch Development (Sent by Agnieszka Collins, [lawrat@gmail.com](mailto:lawrat@gmail.com))

Hello aharrisallison,

Agnieszka Collins ([lawrat@gmail.com](mailto:lawrat@gmail.com)) has sent you a message via your contact form (<https://www.cityofdrippingsprings.com/user/276/contact>) at Dripping Springs, TX.

If you don't want to receive such e-mails, you can change your settings at <https://www.cityofdrippingsprings.com/user/276/edit>.

Message:

I would like to communicate about a number of issues that come up in regards to the meeting held last night on the 7th day of September, 2021 concerning the Double L Ranch Development.

It appears that the developer and the city council members worked for a very long time with

the developer to come up with a plan to build the community. It appears that although the Double L Ranch community is outside of the city limits, Dripping Springs has an enormous power to negotiate with Double L Ranch due to the water and sewer support offered to that community.

It also appears that the Dripping Springs main concern for the Double L Development is the 4-lane road promised to be built by the builder. However, for the said road the city also appears to not examine the developers proposed plans carefully, as it relates to the impact on surrounding communities.

Unfortunately, not having been involved in the negotiations process, but simply attending the last nights meeting and the planning and zoning meeting, I have already noticed the incredibly disingenuous, and maybe, fraudulent tactics the builder is using to get city approval of the plan.

- 1.) Until the builder was called out during the planning and zoning meeting, the builder purposely did not include the Legacy Trails neighborhood in its density calculations, as those calculations would be unfavorably skewed against the development. The builder did present an updated calculation but there is a strong suspicion that even those calculations were inaccurate, perhaps deliberately so. It appears that the builder, when calculating Legacy Trails density only used the surface area of the residential lots, and did not include any green areas, whereas the green areas of the Double L Ranch were included in their calculations.
- 2.) The builder presented buffers for properties adjoining the Founders and Legacy Trails border. However, the presentation included property owned by Legacy Trails owners, and, additionally, appears to include the back yards of future properties. This is simply not a buffer but a deliberate manipulation of images to make something appear that it is not. I would like to see a written description of the buffers, that clearly specify who will own the land that is supposed to act as a buffer, any additional uses for that land, and who specific dimensions.
- 3.) The builder also presented images of the roads to come. What was incredibly disappointing is that the city admitted during the meeting that little thought was given to the impact of probable traffic over existing neighborhoods. Instead, a city employee stated that she believes that people will utilize most direct paths. Given that, please read the following observations in regards to the existing road plans:
  - a.) there are a number of practices that can be used to slow down and discourage traffic from the use of roads, one being traffic circles, and another being windy/twisty roads.
  - b.) The builder utilizes both as a means of discouraging traffic. It is certain that a traffic circle will create significant backups, and twisty roads will slow down traffic.
  - c.) because the traffic circles and windy roads are both placed before traffic from 290 can enter route 12, drivers will naturally look for alternative roadways.
  - d.) The developer planned to tie in Pecos River Crossing into the 4 lane roadway. Pecos River Crossing is situation before the traffic circles and provides a fairly straight, shorter, and direct path to Route 12.
  - e.) It appears that the placement of the traffic circles and making part of the 4 lane road windy will deter traffic from using the direct route and will cause escape veins, via Pecos River Crossing.
  - f.) the design appears to be deliberate as it will limit traffic and allow the builder to build dwellings that can be sold at higher prices, while redirecting traffic through unsuspecting communities that have already been established and are situated in the limits of the City of Dripping Springs.

g.) The only way to avoid deliberate rerouting of traffic from the new road through dripping springs communities is to close of Pecos River Crossing, and not join it with the new road.

The design of the roadways seems to be deliberate, as is the lack of full and clear disclosure of buffers, as is the failure to accurately account for density calculations. As city council, I implore you to have the builder's designs studies carefully, and to put the out to the public, many of which are capable of spotting potential problems as well as any city staff. During the meeting citizens were told that there might not be another public meeting, even tough the builder did not present complete plans and the city did not have full studies and data as to potential impact on surrounding communities.

I again implore you to disclose all data available to the public, and have a public meeting about the development, and its impact on the surrounding communities. The citizens of Dripping Springs should not be blocked out from process, especially where over 300 families may have their peace of mind destroyed for a benefit of a road, and a development that is not even inside the city limits. I hope to hear from each one of you in regards to this matter. I ask the council to forward the email to her. Thank you.

Angie Collins

**From:** [Ginger Faught](#)  
**To:** [Tory Carpenter](#)  
**Subject:** FW: [Dripping Springs, TX] Double L Ranch 4-lane road (Sent by Michael Massie, [michaeldmassie@gmail.com](mailto:michaeldmassie@gmail.com))  
**Date:** Friday, September 17, 2021 9:19:43 AM

---

Please make sure the comments below have been saved to the server and uploaded to CC packets.

Thanks!

---

**From:** April Harris Allison <[aharrisallison@cityofdrippingsprings.com](mailto:aharrisallison@cityofdrippingsprings.com)>  
**Sent:** Wednesday, September 15, 2021 5:31 PM  
**To:** [michaeldmassie@gmail.com](mailto:michaeldmassie@gmail.com); Ginger Faught <[GFaught@cityofdrippingsprings.com](mailto:GFaught@cityofdrippingsprings.com)>  
**Subject:** Re: [Dripping Springs, TX] Double L Ranch 4-lane road (Sent by Michael Massie, [michaeldmassie@gmail.com](mailto:michaeldmassie@gmail.com))

Dear Michael,

Thank you so much for taking the time to share your concerns. I appreciate your perspective. I am making sure that your comments are included in the city council packets for all members to review.

Sincerely,  
April

---

**From:** Contact form at Dripping Springs, TX <[cmsmailer@civicplus.com](mailto:cmsmailer@civicplus.com)>  
**Sent:** Tuesday, September 14, 2021 1:31 PM  
**To:** April Harris Allison <[aharrisallison@cityofdrippingsprings.com](mailto:aharrisallison@cityofdrippingsprings.com)>  
**Subject:** [Dripping Springs, TX] Double L Ranch 4-lane road (Sent by Michael Massie, [michaeldmassie@gmail.com](mailto:michaeldmassie@gmail.com))

Hello aharrisallison,

Michael Massie ([michaeldmassie@gmail.com](mailto:michaeldmassie@gmail.com)) has sent you a message via your contact form (<https://www.cityofdrippingsprings.com/user/276/contact>) at Dripping Springs, TX.

If you don't want to receive such e-mails, you can change your settings at <https://www.cityofdrippingsprings.com/user/276/edit>.

Message:

Council Member Allison,

I'm contacting you as a Dripping Springs resident and homeowner in Legacy Trails, to ask the city council to reconsider connecting the proposed four-lane road through Double L Ranch to our neighborhood.

While I have no objections to the development and the four-lane road project, I do object quite vehemently to having a major artery connect directly into the heart of our neighborhood. I believe that, should the city approve a plan to connect that traffic artery to Pecos River Crossing, the resulting through-traffic would destroy the peace and tranquility of our neighborhood and cause major safety issues for our residents.

Consider that, for the most part, our neighborhood does not have sidewalks or even a sufficient shoulder for pedestrians to walk on away from the flow of traffic. The existing traffic is already a hazard to pedestrians, and especially to children, and as a former first responder I would hate to see a pedestrian vs. motor vehicle accident happen due to poor planning on the city's part.

Again, I ask that you reconsider the plan to connect our neighborhood to the four-lane traffic artery, and instead change the plan so the road bypasses us completely. Also, you might consider adding a stop light where the four-lane road meets RR12. Without it, that intersection will be a death trap for vehicles turning south from the artery onto RR12.

Sincerely,

Michael Massie  
661 Goodnight Trail  
Dripping Springs, TX 78620

**From:** [Laura Mueller](#)  
**To:** [Tory Carpenter](#)  
**Subject:** FW: [Dripping Springs, TX] Double L Ranch 4-lane road (Sent by Michael Massie, [michaeldmassie@gmail.com](mailto:michaeldmassie@gmail.com))  
**Date:** Wednesday, September 15, 2021 8:14:09 AM

---

**From:** Wade King <[WKing@cityofdrippingsprings.com](mailto:WKing@cityofdrippingsprings.com)>  
**Sent:** Tuesday, September 14, 2021 9:14 PM  
**To:** Laura Mueller <[lmueller@cityofdrippingsprings.com](mailto:lmueller@cityofdrippingsprings.com)>  
**Subject:** FW: [Dripping Springs, TX] Double L Ranch 4-lane road (Sent by Michael Massie, [michaeldmassie@gmail.com](mailto:michaeldmassie@gmail.com))

wk

----- Original message -----

From: "Contact form at Dripping Springs, TX" <[cmsmailer@civicplus.com](mailto:cmsmailer@civicplus.com)>  
Date: 9/14/21 1:30 PM (GMT-06:00)  
To: Wade King <[WKing@cityofdrippingsprings.com](mailto:WKing@cityofdrippingsprings.com)>  
Subject: [Dripping Springs, TX] Double L Ranch 4-lane road (Sent by Michael Massie, [michaeldmassie@gmail.com](mailto:michaeldmassie@gmail.com))

Hello wking,

Michael Massie ([michaeldmassie@gmail.com](mailto:michaeldmassie@gmail.com)) has sent you a message via your contact form (<https://www.cityofdrippingsprings.com/user/266/contact>) at Dripping Springs, TX.

If you don't want to receive such e-mails, you can change your settings at <https://www.cityofdrippingsprings.com/user/266/edit>.

Message:

Council Member King,

I'm contacting you as a Dripping Springs resident and homeowner in Legacy Trails, to ask the city council to reconsider connecting the proposed four-lane road through Double L Ranch to our neighborhood.

While I have no objections to the development and the four-lane road project, I do object quite vehemently to having a major artery connect directly into the heart of our neighborhood. I believe that, should the city approve a plan to connect that traffic artery to Pecos River

Crossing, the resulting through-traffic would destroy the peace and tranquility of our neighborhood and cause major safety issues for our residents.

Consider that, for the most part, our neighborhood does not have sidewalks or even a sufficient shoulder for pedestrians to walk on away from the flow of traffic. The existing traffic is already a hazard to pedestrians, and especially to children, and as a former first responder I would hate to see a pedestrian vs. motor vehicle accident happen due to poor planning on the city's part.

Again, I ask that you reconsider the plan to connect our neighborhood to the four-lane traffic artery, and instead change the plan so the road bypasses us completely. Also, you might consider adding a stop light where the four-lane road meets RR12. Without it, that intersection will be a death trap for vehicles turning south from the artery onto RR12.

Sincerely,

Michael Massie  
661 Goodnight Trail  
Dripping Springs, TX 78620

**From:** [Ginger Faught](#)  
**To:** [Tory Carpenter](#)  
**Subject:** FW: [Dripping Springs, TX] Double L Ranch Development (Sent by Agnieszka Collins, lawrat@gmail.com)  
**Date:** Friday, September 17, 2021 9:20:15 AM

---

Please make sure the comments below have been saved to the server and uploaded to CC packets.

Thanks!

---

**From:** April Harris Allison <aharrisallison@cityofdrippingsprings.com>  
**Sent:** Wednesday, September 15, 2021 5:29 PM  
**To:** lawrat@gmail.com; Ginger Faught <GFaught@cityofdrippingsprings.com>  
**Subject:** Re: [Dripping Springs, TX] Double L Ranch Development (Sent by Agnieszka Collins, lawrat@gmail.com)

Dear Angie,

Thank you so much for taking the time to share your concerns. I appreciate your perspective. I am making sure that your comments are included in the city council packets for all members to review.

Sincerely,  
April

---

**From:** Contact form at Dripping Springs, TX <[cmsmailer@civicplus.com](mailto:cmsmailer@civicplus.com)>  
**Sent:** Wednesday, September 8, 2021 2:33 PM  
**To:** April Harris Allison <[aharrisallison@cityofdrippingsprings.com](mailto:aharrisallison@cityofdrippingsprings.com)>  
**Subject:** [Dripping Springs, TX] Double L Ranch Development (Sent by Agnieszka Collins, [lawrat@gmail.com](mailto:lawrat@gmail.com))

Hello aharrisallison,

Agnieszka Collins ([lawrat@gmail.com](mailto:lawrat@gmail.com)) has sent you a message via your contact form (<https://www.cityofdrippingsprings.com/user/276/contact>) at Dripping Springs, TX.

If you don't want to receive such e-mails, you can change your settings at <https://www.cityofdrippingsprings.com/user/276/edit>.

Message:

I would like to communicate about a number of issues that come up in regards to the meeting held last night on the 7th day of September, 2021 concerning the Double L Ranch Development.

It appears that the developer and the city council members worked for a very long time with

the developer to come up with a plan to build the community. It appears that although the Double L Ranch community is outside of the city limits, Dripping Springs has an enormous power to negotiate with Double L Ranch due to the water and sewer support offered to that community.

It also appears that the Dripping Springs main concern for the Double L Development is the 4-lane road promised to be built by the builder. However, for the said road the city also appears to not examine the developers proposed plans carefully, as it relates to the impact on surrounding communities.

Unfortunately, not having been involved in the negotiations process, but simply attending the last nights meeting and the planning and zoning meeting, I have already noticed the incredibly disingenuous, and maybe, fraudulent tactics the builder is using to get city approval of the plan.

1.) Until the builder was called out during the planning and zoning meeting, the builder purposely did not include the Legacy Trails neighborhood in its density calculations, as those calculations would be unfavorably skewed against the development. The builder did present an updated calculation but there is a strong suspicion that even those calculations were inaccurate, perhaps deliberately so. It appears that the builder, when calculating Legacy Trails density only used the surface area of the residential lots, and did not include any green areas, whereas the green areas of the Double L Ranch were included in their calculations.

2.) The builder presented buffers for properties adjoining the Founders and Legacy Trails border. However, the presentation included property owned by Legacy Trails owners, and, additionally, appears to include the back yards of future properties. This is simply not a buffer but a deliberate manipulation of images to make something appear that it is not. I would like to see a written description of the buffers, that clearly specify who will own the land that is supposed to act as a buffer, any additional uses for that land, and who specific dimensions.

3.) The builder also presented images of the roads to come. What was incredibly disappointing is that the city admitted during the meeting that little thought was given to the impact of probable traffic over existing neighborhoods. Instead, a city employee stated that she believes that people will utilize most direct paths. Given that, please read the following observations in regards to the existing road plans:

- a.) there are a number of practices that can be used to slow down and discourage traffic from the use of roads, one being traffic circles, and another being windy/twisty roads.
- b.) The builder utilizes both as a means of discouraging traffic. It is certain that a traffic circle will create significant backups, and twisty roads will slow down traffic.
- c.) because the traffic circles and windy roads are both placed before traffic from 290 can enter route 12, drivers will naturally look for alternative roadways.
- d.) The developer planned to tie in Pecos River Crossing into the 4 lane roadway. Pecos River Crossing is situated before the traffic circles and provides a fairly straight, shorter, and direct path to Route 12.
- e.) It appears that the placement of the traffic circles and making part of the 4 lane road windy will deter traffic from using the direct route and will cause escape veins, via Pecos River Crossing.
- f.) the design appears to be deliberate as it will limit traffic and allow the builder to build dwellings that can be sold at higher prices, while redirecting traffic through unsuspecting communities that have already been established and are situated in the limits of the City of Dripping Springs.

g.) The only way to avoid deliberate rerouting of traffic from the new road through dripping springs communities is to close of Pecos River Crossing, and not join it with the new road.

The design of the roadways seems to be deliberate, as is the lack of full and clear disclosure of buffers, as is the failure to accurately account for density calculations. As city council, I implore you to have the builder's designs studies carefully, and to put the out to the public, many of which are capable of spotting potential problems as well as any city staff. During the meeting citizens were told that there might not be another public meeting, even tough the builder did not present complete plans and the city did not have full studies and data as to potential impact on surrounding communities.

I again implore you to disclose all data available to the public, and have a public meeting about the development, and its impact on the surrounding communities. The citizens of Dripping Springs should not be blocked out from process, especially where over 300 families may have their peace of mind destroyed for a benefit of a road, and a development that is not even inside the city limits. I hope to hear from each one of you in regards to this matter. I ask the council to forward the email to her. Thank you.

Angie Collins

**From:** [Laura Mueller](#)  
**To:** [Tory Carpenter](#)  
**Subject:** FW: Anarene/Double L Ranch development  
**Date:** Wednesday, September 15, 2021 8:16:05 AM

---

---

**From:** Dan Zinn <danzinn@hotmail.com>  
**Sent:** Tuesday, September 14, 2021 5:45 PM  
**To:** Laura Mueller <lmuellet@cityofdrippingsprings.com>  
**Subject:** Anarene/Double L Ranch development

In the Founders Ridge community, please let Pecos River Xing remain a dead-end street to prevent people dangerously cutting through our neighborhood to reach the highway. There are many families with children that live on Pecos and on Founders Ridge. Your consideration is appreciated.

Best Regards,  
Dan Zinn

Sent from [Outlook](#)

**From:** [Ginger Faught](#)  
**To:** [Tory Carpenter](#)  
**Subject:** FW: Concerned about the impact of the Double L Ranch project on my neighborhood  
**Date:** Friday, September 17, 2021 9:18:33 AM

---

Please make sure the comments below have been saved to the server and uploaded to CC packets.

Thanks!

---

**From:** April Harris Allison <aharrisallison@cityofdrippingsprings.com>  
**Sent:** Wednesday, September 15, 2021 5:35 PM  
**To:** Oleg Zhoglo <oleg.zhoglo@gmail.com>; Ginger Faught <GFaught@cityofdrippingsprings.com>  
**Subject:** Re: Concerned about the impact of the Double L Ranch project on my neighborhood

Dear Oleg,

Thank you so much for taking the time to share your concerns. I appreciate your perspective. I am making sure that your comments are included in the city council packets for all members to review.

Sincerely,  
 April

---

**From:** Oleg Zhoglo <[oleg.zhoglo@gmail.com](mailto:oleg.zhoglo@gmail.com)>  
**Sent:** Tuesday, September 14, 2021 11:16 PM  
**To:** April Harris Allison <[aharrisallison@cityofdrippingsprings.com](mailto:aharrisallison@cityofdrippingsprings.com)>; Bill Foulds <[BFoulds@cityofdrippingsprings.com](mailto:BFoulds@cityofdrippingsprings.com)>; Geoffrey Tahuahua <[gtahuahua@cityofdrippingsprings.com](mailto:gtahuahua@cityofdrippingsprings.com)>; Sherrie Parks <[sparks@cityofdrippingsprings.com](mailto:sparks@cityofdrippingsprings.com)>; Taline Manassian <[TManassian@cityofdrippingsprings.com](mailto:TManassian@cityofdrippingsprings.com)>; Wade King <[WKing@cityofdrippingsprings.com](mailto:WKing@cityofdrippingsprings.com)>  
**Subject:** Concerned about the impact of the Double L Ranch project on my neighborhood

Hello,

I am a resident of the Legacy Trails neighborhood that is adjacent to the Double L Ranch project. I, along with all other members of my neighborhood are very concerned about the proposed 4 lane road that will cut through our quiet neighborhood and link Double L to Route 12. Our neighborhood has no sidewalks, and is full of children that run and bike around on the roads, the proposed road will increase traffic that will endanger them and reduce the quality of life for everyone in Legacy Trails.

My wife and I acquired our property because we want to start a family in a neighborhood where children play in the streets, in a town that seems to value family. This proposed road, if executed, will make us question whether the leadership in Dripping Springs shares our values.

Respectfully,  
Oleg Zhoglo  
620 Goodnight Trail, Dripping Springs, TX 78620

**From:** [Laura Mueller](#)  
**To:** [Tory Carpenter](#)  
**Subject:** FW: Concerned about the impact of the Double L Ranch project on my neighborhood  
**Date:** Wednesday, September 15, 2021 8:13:46 AM

---

**From:** Wade King <WKing@cityofdrippingsprings.com>  
**Sent:** Wednesday, September 15, 2021 5:26 AM  
**To:** Laura Mueller <lmuel@cityofdrippingsprings.com>  
**Subject:** FW: Concerned about the impact of the Double L Ranch project on my neighborhood

wk

----- Original message -----

From: Oleg Zhoglo <[oleg.zhoglo@gmail.com](mailto:oleg.zhoglo@gmail.com)>  
Date: 9/14/21 11:17 PM (GMT-06:00)  
To: April Harris Allison <[aharrisallison@cityofdrippingsprings.com](mailto:aharrisallison@cityofdrippingsprings.com)>, Bill Foulds <[BFoulds@cityofdrippingsprings.com](mailto:BFoulds@cityofdrippingsprings.com)>, Geoffrey Tahuahua <[gtahuahua@cityofdrippingsprings.com](mailto:gtahuahua@cityofdrippingsprings.com)>, Sherrie Parks <[sparks@cityofdrippingsprings.com](mailto:sparks@cityofdrippingsprings.com)>, Taline Manassian <[TManassian@cityofdrippingsprings.com](mailto:TManassian@cityofdrippingsprings.com)>, Wade King <[WKing@cityofdrippingsprings.com](mailto:WKing@cityofdrippingsprings.com)>  
Subject: Concerned about the impact of the Double L Ranch project on my neighborhood

Hello,

I am a resident of the Legacy Trails neighborhood that is adjacent to the Double L Ranch project. I, along with all other members of my neighborhood are very concerned about the proposed 4 lane road that will cut through our quiet neighborhood and link Double L to Route 12. Our neighborhood has no sidewalks, and is full of children that run and bike around on the roads, the proposed road will increase traffic that will endanger them and reduce the quality of life for everyone in Legacy Trails.

My wife and I acquired our property because we want to start a family in a neighborhood where children play in the streets, in a town that seems to value family. This proposed road, if executed, will make us question whether the leadership in Dripping Springs shares our values.

Respectfully,  
Oleg Zhoglo  
620 Goodnight Trail, Dripping Springs, TX 78620



**From:** [Ginger Faught](#)  
**To:** [Tory Carpenter](#)  
**Subject:** FW: Double L Ranch  
**Date:** Friday, September 17, 2021 9:20:42 AM

---

Please make sure the comments below have been saved to the server and uploaded to CC packets.

Thanks!

---

**From:** April Harris Allison <aharrisallison@cityofdrippingsprings.com>  
**Sent:** Wednesday, September 15, 2021 5:23 PM  
**To:** Boyle, Monica B <monica.boyle@cbunited.com>; Ginger Faught <GFaught@cityofdrippingsprings.com>  
**Subject:** Re: Double L Ranch

Dear Mr. and Mrs. Doyle,

Thank you so much for taking the time to share your concerns. I appreciate your perspective. I am making sure that your comments are included in the city council packets for all members to review.

Sincerely,  
 April

---

**From:** Boyle, Monica B <[monica.boyle@cbunited.com](mailto:monica.boyle@cbunited.com)>  
**Sent:** Monday, September 6, 2021 3:25 PM  
**To:** Planning <[planning@cityofdrippingsprings.com](mailto:planning@cityofdrippingsprings.com)>; Bill Foulds <[BFoulds@cityofdrippingsprings.com](mailto:BFoulds@cityofdrippingsprings.com)>; Taline Manassian <[TManassian@cityofdrippingsprings.com](mailto:TManassian@cityofdrippingsprings.com)>; Wade King <[WKing@cityofdrippingsprings.com](mailto:WKing@cityofdrippingsprings.com)>; Geoffrey Tahuahua <[gtahuahua@cityofdrippingsprings.com](mailto:gtahuahua@cityofdrippingsprings.com)>; April Harris Allison <[aharrisallison@cityofdrippingsprings.com](mailto:aharrisallison@cityofdrippingsprings.com)>; Sherrie Parks <[sparks@cityofdrippingsprings.com](mailto:sparks@cityofdrippingsprings.com)>  
**Subject:** Double L Ranch

Good morning,

I am a resident of Legacy Trails and am writing to express my concern about the density of housing in Double L Ranch that will directly back to our neighborhood.

Our community, Legacy Trails, is built on 3/4 acre lots and we paid a premium to purchase our home in a low-density development. That the high-density garden homes are slated to be built directly behind our community is unacceptable. They were relocated from the original plan (west of RR12) after the homeowners there expressed their concerns as these homes are also built on 3/4+ acre lots. We have the same concerns and find it unacceptable that they are now proposed to back

our neighborhood. It will negatively affect our property values and quality of life. I also find it unacceptable that this burden will be placed on an existing community rather than Planning and Zoning requiring the builder contain it inside of his proposed development; apparently the builder does not want it to affect the value of his premium large lots and instead prefers to negatively impact our property value. Planning and Zoning should require the developer to place this high-density housing inside of their property where future residents will be fully informed to what they are purchasing into, rather than financially harming existing dripping springs residents.

I certainly understand that Dripping Springs is growing rapidly and expect that you will take into account that future development should not be done in such a way that it negatively effects existing residents' property values. The Double L development is certainly large enough that the high density housing can be effectively contained inside it's borders so as not to negatively effect the property values and quality of life in Legacy Trails.

Thank you for your consideration.

Monica and Michael Boyle  
611 Pecos River Crossing

Texas law requires all license holders to provide the [Texas Real Estate Commission Information about Brokerage Services](#) form and [Texas Real Estate Commission Consumer Protection Notice](#) to prospective clients.



**MONICA BOYLE, REALTOR®**  
GRI, MCNE®, PSA, SRES®  
License #676041  
Coldwell Banker Realty  
609 Castle Ridge Rd., Ste. 440 | Austin, TX 78746  
C. 512.645.9200 | O. 512.328.8200  
[Monica.Boyle@cbunited.com](mailto:Monica.Boyle@cbunited.com) | [Monica.Boyle.com](http://Monica.Boyle.com)



WIRE FRAUD IS REAL. Before wiring any money, call the intended recipient at a number you know is valid to confirm the instructions. Additionally, please note that the sender does not have authority to bind a party to a real estate contract via written or verbal communication. Real estate agents are independent contractor sales associates, not employees. Owned by a subsidiary of NRT LLC.

**From:** [Ginger Faught](#)  
**To:** [Tory Carpenter](#)  
**Subject:** FW: Proposed Double L Subdivision  
**Date:** Friday, September 17, 2021 9:18:47 AM

---

Please make sure the comments below have been saved to the server and uploaded to CC packets.

Thanks!

---

**From:** April Harris Allison <aharrisallison@cityofdrippingsprings.com>  
**Sent:** Wednesday, September 15, 2021 5:32 PM  
**To:** Frances Nations <frannations@jbgoodwin.com>; Ginger Faught <GFaught@cityofdrippingsprings.com>  
**Subject:** Re: Proposed Double L Subdivision

Dear Frances,

Thank you so much for taking the time to share your concerns. I appreciate your perspective. I am making sure that your comments are included in the city council packets for all members to review.

Sincerely,  
 April

---

**From:** Frances Nations <[frannations@jbgoodwin.com](mailto:frannations@jbgoodwin.com)>  
**Sent:** Tuesday, September 14, 2021 6:52 PM  
**To:** April Harris Allison <[aharrisallison@cityofdrippingsprings.com](mailto:aharrisallison@cityofdrippingsprings.com)>; Bill Foulds <[BFoulds@cityofdrippingsprings.com](mailto:BFoulds@cityofdrippingsprings.com)>; Geoffrey Tahuahua <[gtahuahua@cityofdrippingsprings.com](mailto:gtahuahua@cityofdrippingsprings.com)>; Sherrie Parks <[sparks@cityofdrippingsprings.com](mailto:sparks@cityofdrippingsprings.com)>; Taline Manassian <[TManassian@cityofdrippingsprings.com](mailto:TManassian@cityofdrippingsprings.com)>; Wade King <[WKing@cityofdrippingsprings.com](mailto:WKing@cityofdrippingsprings.com)>  
**Subject:** Proposed Double L Subdivision

Gentlemen and Ladies,

My husband and I live at 115 Raton Pass in Legacy Trails. We live on the corner of Raton Pass and Pecos River Crossing. We are writing you with numerous concerns over the proposed Double L Subdivision.

Our property backs to the property where 50' lots may be placed. We are asking you to reconsider placing 50' lots behind our .75 acre lot. It would be great to have one of the estate size sections placed behind our property. Our entire subdivision is .75 or better acre lots. Founder's Ridge is not. Placing 50' lots behind Founder's Ridge would not make a difference. If the estate size cannot be placed behind our subdivision, then we are asking the 70' lots be moved from across RR12 to behind

our subdivision. Place the 50' lots over across RR12. They would back to property owned but not directly to homes.

How will our roads connect to the 4-Lane road? Will the new 4-Lane road attach to Pecos River Crossing? If so, that is a problem. Pecos River Crossing attaches to Founder's Ridge and Goodnight Trail in Legacy Trails. The 4-Lane Road will connect all surrounding communities and 290 traffic to RR12, including school traffic. The problem that is being overlooked is that the developer is not putting a stop light at the junction of the 4-Lane road and RR12 and that junction is likely to be a "right turn only junction". Thus, school traffic taking the 4-Lane road will need to find a more direct, shorter, and more efficient route. That will be Pecos River Crossing, Founder's Ridge Road and Goodnight Trail. I understand the developer is prevented from putting a traffic signal at the junction. Is this correct? If so, they will most likely divert traffic through our neighborhoods. However, we did hear the developer will place a traffic signal by the estate size section making it easier for those residents to enter RR12. Correct?

Legacy Trails and Founder's Ridge cannot be made into "through road communities." Please if you connect Pecos River Crossing with the 4-Lane Road it would absolutely destroy our neighborhoods. The safety and well being of TAX PAYING DRIPPING SPRINGS residents is being sacrificed for a development that is outside of city limits, and won't be contributing to the city taxes. A better plan is needed to move traffic from 290 to RR12 than our neighborhood roads where families live.

Also, Double L will be on City sewer and water, and will NOT pay taxes. Founder's Ridge is on City sewer and water and PAYS taxes. Legacy Trails is on City water but NOT sewer and PAYS taxes! Not fair at all!

Please reconsider what you are doing with this development. It will be true Dripping Springs will not be the awesome "Hill Country" it once was if you continue to approve subdivisions.

Enough is enough!

James and Fran Nations

--

---

[IABS\\_Comsumerprotection notice](#)

**Fran Nations**  
**REALTOR®**  
**P: 512.516.0888**

3313 RR 620, #100  
 Austin, TX 78738



**CONFIDENTIALITY**

This email message and any attachments is intended only for use by the addressee(s) named herein and may contain legally privileged and/or

confidential information. If you are not the intended recipient of this email you are hereby notified that any dissemination, distribution or copying

of this email and any attachments thereto is strictly prohibited. If you have received this email in error please notify the sender and permanently

delete the original and any copies of this email and any prints thereof

Attachments area

Attachments area

**From:** [Laura Mueller](#)  
**To:** [Tory Carpenter](#)  
**Subject:** FW: Proposed Double L Subdivision  
**Date:** Wednesday, September 15, 2021 8:13:59 AM

---

**From:** Wade King <WKing@cityofdrippingsprings.com>  
**Sent:** Tuesday, September 14, 2021 9:16 PM  
**To:** Laura Mueller <lmuell@cityofdrippingsprings.com>  
**Subject:** FW: Proposed Double L Subdivision

wk

----- Original message -----

From: Frances Nations <[frannations@jbgoodwin.com](mailto:frannations@jbgoodwin.com)>  
Date: 9/14/21 6:52 PM (GMT-06:00)  
To: April Harris Allison <[aharrisallison@cityofdrippingsprings.com](mailto:aharrisallison@cityofdrippingsprings.com)>, Bill Foulds <[BFoulds@cityofdrippingsprings.com](mailto:BFoulds@cityofdrippingsprings.com)>, Geoffrey Tahuahua <[gtahuahua@cityofdrippingsprings.com](mailto:gtahuahua@cityofdrippingsprings.com)>, Sherrie Parks <[sparks@cityofdrippingsprings.com](mailto:sparks@cityofdrippingsprings.com)>, Taline Manassian <[TManassian@cityofdrippingsprings.com](mailto:TManassian@cityofdrippingsprings.com)>, Wade King <[WKing@cityofdrippingsprings.com](mailto:WKing@cityofdrippingsprings.com)>  
Subject: Proposed Double L Subdivision

Gentlemen and Ladies,

My husband and I live at 115 Raton Pass in Legacy Trails. We live on the corner of Raton Pass and Pecos River Crossing. We are writing you with numerous concerns over the proposed Double L Subdivision.

Our property backs to the property where 50' lots may be placed. We are asking you to reconsider placing 50' lots behind our .75 acre lot. It would be great to have one of the estate size sections placed behind our property. Our entire subdivision is .75 or better acre lots. Founder's Ridge is not. Placing 50' lots behind Founder's Ridge would not make a difference. If the estate size cannot be placed behind our subdivision, then we are asking the 70' lots be moved from across RR12 to behind our subdivision. Place the 50' lots over across RR12. They would back to property owned but not directly to homes.

How will our roads connect to the 4-Lane road? Will the new 4-Lane road attach to Pecos River Crossing? If so, that is a problem. Pecos River Crossing attaches to Founder's Ridge and Goodnight

Trail in Legacy Trails. The 4-Lane Road will connect all surrounding communities and 290 traffic to RR12, including school traffic. The problem that is being overlooked is that the developer is not putting a stop light at the junction of the 4-Lane road and RR12 and that junction is likely to be a "right turn only junction". Thus, school traffic taking the 4-Lane road will need to find a more direct, shorter, and more efficient route. That will be Pecos River Crossing, Founder's Ridge Road and Goodnight Trail. I understand the developer is prevented from putting a traffic signal at the junction. Is this correct? If so, they will most likely divert traffic through our neighborhoods. However, we did hear the developer will place a traffic signal by the estate size section making it easier for those residents to enter RR12. Correct?

Legacy Trails and Founder's Ridge cannot be made into "through road communities." Please if you connect Pecos River Crossing with the 4-Lane Road it would absolutely destroy our neighborhoods. The safety and well being of TAX PAYING DRIPPING SPRINGS residents is being sacrificed for a development that is outside of city limits, and won't be contributing to the city taxes. A better plan is needed to move traffic from 290 to RR12 than our neighborhood roads where families live.

Also, Double L will be on City sewer and water, and will NOT pay taxes. Founder's Ridge is on City sewer and water and PAYS taxes. Legacy Trails is on City water but NOT sewer and PAYS taxes! Not fair at all!

Please reconsider what you are doing with this development. It will be true Dripping Springs will not be the awesome "Hill Country" it once was if you continue to approve subdivisions.

Enough is enough!

James and Fran Nations

--

[IABS\\_Comsumerprotection notice](#)

## Fran Nations

REALTOR®

P: 512.516.0888

3313 RR 620, #100

Austin, TX 78738



### CONFIDENTIALITY

This email message and any attachments is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this email you are hereby notified that any dissemination, distribution or copying of this email and any attachments thereto is strictly prohibited. If you have received this email in error please notify the sender and permanently

delete the original and any copies of this email and any prints thereof

Attachments area

Attachments area

**From:** [Ginger Faught](#)  
**To:** [Tory Carpenter](#)  
**Subject:** FW: URGENT - Anarene / Double L Ranch - Review the Funny Math! Protect my children's safety!!!! PLEASE!  
**Date:** Friday, September 17, 2021 9:19:57 AM

---

Please make sure the comments below have been saved to the server and uploaded to CC packets.

Thanks!

---

**From:** April Harris Allison <aharrisallison@cityofdrippingsprings.com>  
**Sent:** Wednesday, September 15, 2021 5:30 PM  
**To:** Farrah Trussoni <frtrussoni@yahoo.com>; Ginger Faught <GFaught@cityofdrippingsprings.com>  
**Subject:** Re: URGENT - Anarene / Double L Ranch - Review the Funny Math! Protect my children's safety!!!! PLEASE!

Dear Farrah,

Thank you so much for taking the time to share your concerns. I appreciate your perspective. I am making sure that your comments are included in the city council packets for all members to review.

Sincerely,  
 April

---

**From:** Farrah Trussoni <frtrussoni@yahoo.com>  
**Sent:** Tuesday, September 14, 2021 12:30 PM  
**Subject:** URGENT - Anarene / Double L Ranch - Review the Funny Math! Protect my children's safety!!!! PLEASE!

My family resides in Legacy Trails off RM 12 and we are deeply concerned with the planned Anarene / Double L development for various reasons.

1) Per Dripping Springs Ordinances, it is required that "harmonious" homesteads are built near one another. This would require that the lots next to Legacy Trails are also 3/4 to 1.4 acre lots.

What are you doing to ensure that harmonious homesteads/lots are placed next to Legacy Trails?

The Developer continues to insist that homes will be 1.3 density, however, what does that number look like once the 470 acres of park-land is removed from the equation? Please ask the Developer to update the Density and impervious cover charts once they remove the 470 acres of park-land from the total acreage.

The last Community Impact newsletter referenced 2,231 homes in 1,657 acres. Once you remove the 470 acres of park-land and the 195 acres of Commercial property, you are now left with 992 acres for actual homes. Simple math shows us that  $992 \text{ acres} / 2,231 \text{ homes} = 0.44 \text{ acre average per home}$ . Said another way, we will in actuality have a density of 2.27 in the areas that actually house homes!!!

Why is the developer using FUNNY MATH to pull the wool over your eyes? Don't you find the developer's assumption that you cannot do math extremely disrespectful?

How are you going to force the developer to actually build homes at a density rate of 1.3?

And, how will you guarantee that all homes near Legacy Trails have an impervious cover maximum of 35% to align with Legacy Trails homes?

2) We have four children who enjoy riding their bikes to other homes in our neighborhood and to visit friends in Founders. How are you going to protect their safety in our neighborhood once you add a connection to Double L's four lane highway and encourage drivers to use Legacy Trails as their shortcut access to RM 12? Are you comfortable with me holding you personally responsible for my child's safety when teenagers start using Pecos and Goodnight Trail as a short cut? How about when adults are late for work or other commitments, and use our neighborhood as a shortcut?

I beg you, for the safety of my children and the 100+ other children in our neighborhood to NOT connect Pecos River Crossing with Double L Ranch.

I understand you want to provide a roadway through Double L, and encourage you to do so. However, please do NOT connect it to Legacy Trails.

Please continue to support the safety and well being of our 100+ Legacy Trails children and their Tax Paying Dripping Springs parents. Our children's safety is being sacrificed for a Development that is outside of city limits, and won't be contributing to the city taxes.

A better plan is needed to move traffic from 290 to 12 than our neighborhood roads where our children and Dripping Springs tax paying citizens reside.

Thank you,

Farrah Trussoni & Brian Link

(513) 253-2554

No photo description available.





Facebook

**From:** [Renee Curfman](#)  
**To:** [Planning](#); [Bill Foulds](#); [Taline Manassian](#); [Wade King](#); [Geoffrey Tahuahua](#); [April Harris Allison](#); [Sherrie Parks](#)  
**Subject:** Please consider - feedback on the Double L Ranch development  
**Date:** Wednesday, September 15, 2021 8:58:26 AM  
**Attachments:** [image.png](#)

---

Dear DS Council Members,

First, let me thank you for your time in leading all aspects of city planning. I've held many a thankless leadership job in my personal and professional life and I know most days the complaints flooding in have you questioning "why do I spend my time with this!?". Sincerely, appreciate you.

Second, this email is, as you probably suspected, in regards to the Double L Ranch planning and decision making. I know you're tired of hearing about it and I know there's truly not much we as Dripping residents can persuade or control - but if you'd hear me out and digest this letter, I'd appreciate that as well.

My husband and I are not long time residents of Dripping, having only been here for the past five years, and are not native Texans either - but as they say, we "got here as fast as we could". 20 years each in Austin and started our family there back when Austin was still Weird and the skyline was short. My small town roots and dreams of livin' local eventually got the best of me and we followed some friends to Dripping and have loved every minute of our lives here so far. We started out in Saddletree and country life was grand, but the well water was stressful and the new Legacy Trails neighborhood seemed too good to be true; a little slice of country living with the farthest, wooded lot (1.7 acres), backing up to a ranch, while having a sense of community again with houses closer by and a cul de sac where our son could ride bikes and we could hang with our neighbors and help one another out. We built during Covid and closed in November 2020 and immediately got to work supporting local. Our pool and our fence were constructed by Dripping High "boys" as they call themselves (alumni from the 80's). Our home is furnished by Sonia from Curated Cottage. I refinish furniture and decorate with Renee's help from The Rural Home. Kelly Murphy's art from Mercer Street fills my walls. As high wage earners, we love to live and play in Dripping, as well. Dr. Drane takes care of my wellness needs. Allie at Pomme has helped me regrow my hair. Mike from the Barbershop pours my husband a jellyfish but knows I prefer Poundtown Light - the best local light beer. The sisters at Starrs on Mercer outfit my work attire. And we always support our vets at One Shot Distilling and 12 Fox Brewery. And I don't want to calculate the dollars spent on my daily coffee from Mazama - the greatest coffee shop in the universe. We live and breathe local and know that Dripping is something special. We spend our tax dollars in this community. We deserve to be heard.

We knew there'd eventually be something behind our property (photo of the view, below) and heard rumblings of houses that would dot the hill country skyline; what we didn't expect were row houses with almost zero-lot lines, backing up to our property, obnoxiously elevated for flood plain that will destroy the distant views. I am beside myself with frustration in the lack of transparency and the fact that the city would entertain approving such a plan - especially when the math doesn't even work out that the setbacks are 75', when said 75' includes 25' of my own property. I implore you to pressure the developer to move these homes to their interior community.

I also beg you to not allow the connection of Pecos River Xing to the new proposed 4 lane.

The creation of that 4-lane that provides an alternate route from 290 to 12 does the job it's intended to do; it is entirely unnecessary and only creates a safety hazard in an otherwise quaint and special community of local residents that live, work, and play in Dripping. Considering the convenience of the folks in Double L Ranch, who will not be residents of this city and will not support the community like us, over the existing residents of Founders and Legacy Trails is (to use emotionally charged language) a slap in the face. You don't have to allow it. It doesn't need to happen. Please put a stop to it.

This is going to be filled with houses, I can't stop that. But we can protect the views, the values, and the safety of the residents that intend to support this community for the long haul. Please consider our pleas.



Sincerely,  
Renee Curfman  
204 Raton Pass  
512.925.1977

**From:** [Farrah Trussoni](#)  
**Subject:** URGENT - Anarene / Double L Ranch - Review the Funny Math! Protect my children's safety!!!! PLEASE!  
**Date:** Tuesday, September 14, 2021 12:30:44 PM

---

My family resides in Legacy Trails off RM 12 and we are deeply concerned with the planned Anarene / Double L development for various reasons.

1) Per Dripping Springs Ordinances, it is required that "harmonious" homesteads are built near one another. This would require that the lots next to Legacy Trails are also 3/4 to 1.4 acre lots.

What are you doing to ensure that harmonious homesteads/lots are placed next to Legacy Trails?

The Developer continues to insist that homes will be 1.3 density, however, what does that number look like once the 470 acres of park-land is removed from the equation? Please ask the Developer to update the Density and impervious cover charts once they remove the 470 acres of park-land from the total acreage.

The last Community Impact newsletter referenced 2,231 homes in 1,657 acres. Once you remove the 470 acres of park-land and the 195 acres of Commercial property, you are now left with 992 acres for actual homes. Simple math shows us that  $992 \text{ acres} / 2,231 \text{ homes} = 0.44 \text{ acre average per home}$ . Said another way, we will in actuality have a density of 2.27 in the areas that actually house homes!!!

Why is the developer using FUNNY MATH to pull the wool over your eyes? Don't you find the developer's assumption that you cannot do math extremely disrespectful?

How are you going to force the developer to actually build homes at a density rate of 1.3?

And, how will you guarantee that all homes near Legacy Trails have an impervious cover maximum of 35% to align with Legacy Trails homes?

2) We have four children who enjoy riding their bikes to other homes in our neighborhood and to visit friends in Founders. How are you going to protect their safety in our neighborhood once you

add a connection to Double L's four lane highway and encourage drivers to use Legacy Trails as their shortcut access to RM 12? Are you comfortable with me holding you personally responsible for my child's safety when teenagers start using Pecos and Goodnight Trail as a short cut? How about when adults are late for work or other commitments, and use our neighborhood as a shortcut?

I beg you, for the safety of my children and the 100+ other children in our neighborhood to NOT connect Pecos River Crossing with Double L Ranch.

I understand you want to provide a roadway through Double L, and encourage you to do so. However, please do NOT connect it to Legacy Trails.

Please continue to support the safety and well being of our 100+ Legacy Trails children and their Tax Paying Dripping Springs parents. Our children's safety is being sacrificed for a Development that is outside of city limits, and won't be contributing to the city taxes.

A better plan is needed to move traffic from 290 to 12 than our neighborhood roads where our children and Dripping Springs tax paying citizens reside.

Thank you,

Farrah Trussoni & Brian Link

(513) 253-2554



No photo description available.



 Facebook

\_\_\_\_\_



1

1

**From:** [REDACTED]  
**To:** [Laura Mueller](#)  
**Subject:** Founders Ridge Community  
**Date:** Tuesday, September 14, 2021 2:43:54 PM

---

Hello,

I am emailing to request that Pecos River Xing road in the Founders Ridge neighborhood remain a dead end road to prevent people from dangerously cutting through our neighborhood to get to the new highway.

If you have questions, please feel free to reach out.

Katie Mueller  
512-799-7116

Sent from my iPhone

**From:** [Lisa Hintz](#)  
**To:** [Laura Mueller](#)  
**Cc:** [Lisa James](#)  
**Subject:** RE: Double L Ranch - Opposition  
**Date:** Tuesday, September 14, 2021 3:00:24 PM

---

I am writing to address the proposed Double L Ranch community and the 4-lane road. Please note that my family and I live in Founder's Ridge on Pecos River Crossing. We are adamantly opposed to the builders proposal that will ultimately turn our quaint neighborhood, and the very street that we live on and our children play on, into a traffic diversion. We moved to Dripping Springs just over a year ago and chose Founder's Ridge for the fact that it was a small neighborhood with limited access. Connecting Pecos River Crossing to the proposed major 4-lane road, which will have limitations (no traffic light at 12 with a right turn only), is not acceptable. This will drastically change our neighborhood and put the safety of our children at risk. A better plan needs to be proposed by the builder of Double L Ranch and Pecos River Crossing should NOT be allowed to connect with the 4-lane road! We are tax-paying residents of Dripping Springs and our lives and properties should not be sacrificed for a development that is outside of the city limits and will not be contributing to the city taxes.

Thank you!

Lisa Hintz James and family.

*Lisa M. Hintz*

Senior Attorney  
Lucero | Wollam, P.L.L.C.  
159 Flat Rock  
Wimberley, Texas 78676  
512-485-3500 - telephone  
512-485-3501 - facsimile  
[LHintz@lucerowollam.com](mailto:LHintz@lucerowollam.com)

*This message is intended only for the use of the individual to whom it is addressed and contains information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the U.S. Postal Service. Thank you.*

**From:** [Monica Davis](#)  
**To:** [Laura Mueller](#)  
**Subject:** Double L Ranch Concerns  
**Date:** Tuesday, September 14, 2021 2:05:28 PM

---

Hi Laura,

I am extremely disappointed after seeing the sketches of the new 4 lane highway that will be connected to Pecos River Xing. I live on Pecos with my husband and two daughters, ages 3 and 5. We chose to build in Founder's Ridge because of the privacy and peaceful feeling you get when you drive through the neighborhood. There are always kids playing in the street and an increase of cut through traffic will not only be dangerous for our children, but will also ruin our quality of life living here in Dripping Springs. Having more traffic drive by our house will not only be a danger for our children when they are playing outside, but we would also have to deal with more strangers entering our close-knit neighborhood. Everybody knows everybody here and we all look out for each other. Allowing outsiders to pass through only brings more unwelcome strangers to our neighborhood, which is something I worry about with so many families with young children in our small community.

I am pleading with you, as a member of the tax paying community, to please block off Pecos River Xing so we can avoid becoming the cut through street.

Thanks,  
Monica Davis

**From:** [Wade King](#)  
**To:** [Laura Mueller](#)  
**Subject:** FW: URGENT - Anarene / Double L Ranch - Review the Funny Math! Protect my children's safety!!!! PLEASE!  
**Date:** Tuesday, September 14, 2021 1:19:50 PM

---

wk

----- Original message -----

**From:** Farrah Trussoni <[REDACTED]>  
**Date:** 9/14/21 12:30 PM (GMT-06:00)  
**To:**  
**Subject:** URGENT - Anarene / Double L Ranch - Review the Funny Math! Protect my children's safety!!!! PLEASE!

My family resides in Legacy Trails off RM 12 and we are deeply concerned with the planned Anarene / Double L development for various reasons.

1) Per Dripping Springs Ordinances, it is required that "harmonious" homesteads are built near one another. This would require that the lots next to Legacy Trails are also 3/4 to 1.4 acre lots.

What are you doing to ensure that harmonious homesteads/lots are placed next to Legacy Trails?

The Developer continues to insist that homes will be 1.3 density, however, what does that number look like once the 470 acres of park-land is removed from the equation? Please ask the Developer to update the Density and impervious cover charts once they remove the 470 acres of park-land from the total acreage.

The last Community Impact newsletter referenced 2,231 homes in 1,657 acres. Once you remove the 470 acres of park-land and the 195 acres of Commercial property, you are now left with 992 acres for actual homes. Simple math shows us that 992 acres / 2,231 homes = 0.44 acre average per home. Said another way, we will in actuality have a density of 2.27 in the areas that actually house homes!!!

Why is the developer using FUNNY MATH to pull the wool over your eyes? Don't you find the developer's assumption that you cannot do math extremely disrespectful?

How are you going to force the developer to actually build homes at a density rate of 1.3?

And, how will you guarantee that all homes near Legacy Trails have an impervious cover maximum of 35% to align with Legacy Trails homes?

2) We have four children who enjoy riding their bikes to other homes in our neighborhood and to visit friends in Founders. How are you going to protect their safety in our neighborhood once you add a connection to Double L's four lane highway and encourage drivers to use Legacy Trails as their shortcut access to RM 12? Are you comfortable with me holding you personally responsible for my child's safety when teenagers start using Pecos and Goodnight Trail as a short cut? How about when adults are late for work or other commitments, and use our neighborhood as a shortcut?

I beg you, for the safety of my children and the 100+ other children in our neighborhood to NOT connect Pecos River Crossing with Double L Ranch.

I understand you want to provide a roadway through Double L, and encourage you to do so. However, please do NOT connect it to Legacy Trails.

Please continue to support the safety and well being of our 100+ Legacy Trails children and their Tax Paying Dripping Springs parents. Our children's safety is being sacrificed for a Development that is outside of city limits, and won't be contributing to the city taxes.

A better plan is needed to move traffic from 290 to 12 than our neighborhood roads where our children and Dripping Springs tax paying citizens reside.

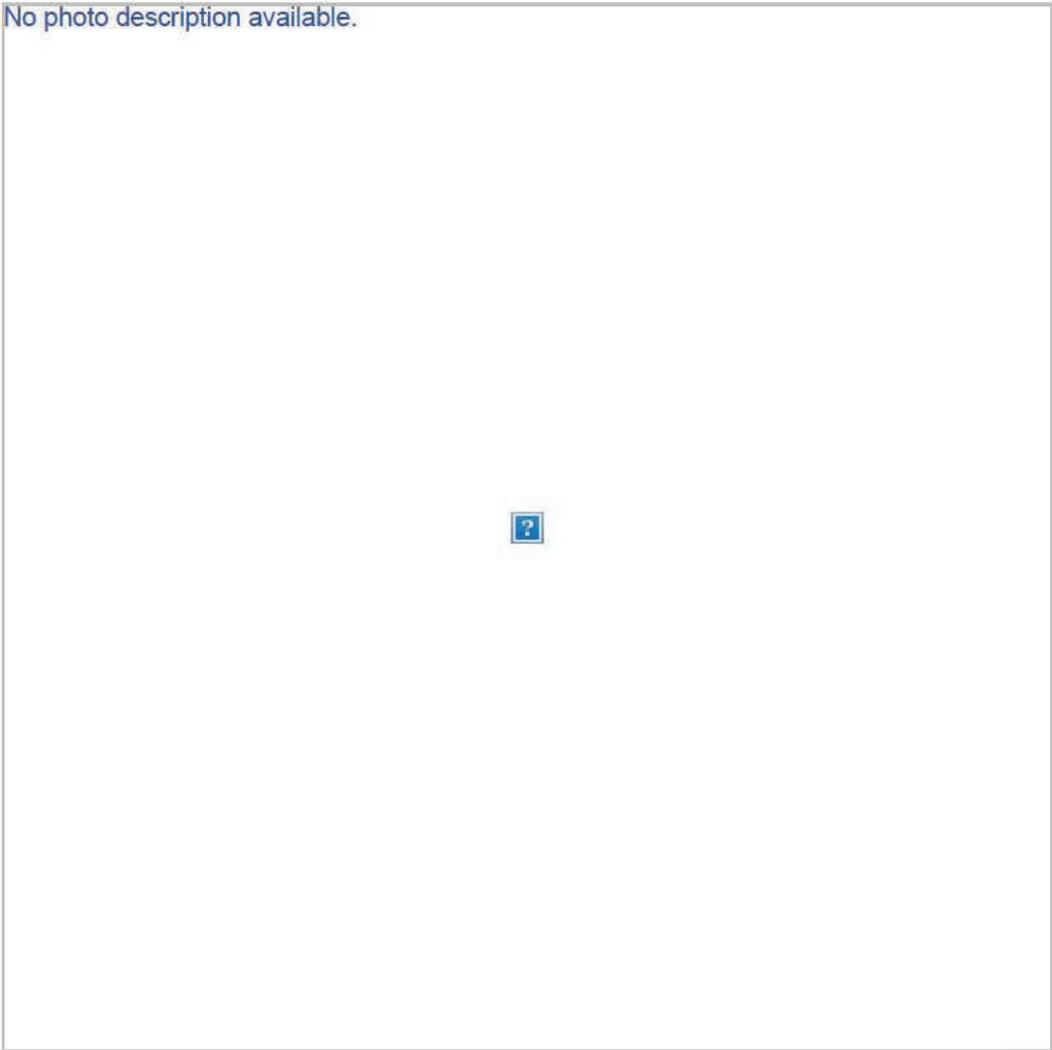
Thank you,

Farrah Trussoni & Brian Link

(513) 253-2554



No photo description available.



 Facebook

\_\_\_\_\_



1

1



**Andrea Cunningham**  
City Secretary &  
Municipal Court Clerk

acunningham@cityofdrippingsprings.com  
512.858.4725 City Hall

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

cityofdrippingsprings.com

---

**From:** Bill Foulds <BFoulds@cityofdrippingsprings.com>

**Sent:** Thursday, September 9, 2021 8:08 AM

**To:** [REDACTED]

**Cc:** Laura Mueller <lmuel@cityofdrippingsprings.com>; Andrea Cunningham <acunningham@cityofdrippingsprings.com>

**Subject:** RE: [Dripping Springs, TX] Double L Ranch Development (Sent by Agnieszka Collins, [REDACTED])

Ms. Collins

Thank you for your comments. I agree that our staff needs to recheck many of the items you mention and verify for accuracy. I have asked our planning department to reach out to the applicant to see what changes may be made to the project based on all comments. If I see any changes prior to the meeting posting I will be glad to share them with you. I am also to discuss this project in more detail if you would like to meet in person.

Bill Foulds  
Mayor  
City of Dripping Springs



---

**From:** Contact form at Dripping Springs, TX <cmsmailer@civicplus.com>

**Sent:** Wednesday, September 8, 2021 2:35 PM

**To:** Bill Foulds <BFoulds@cityofdrippingsprings.com>

**Subject:** [Dripping Springs, TX] Double L Ranch Development (Sent by Agnieszka Collins, [REDACTED])

Hello bfoulds,

Agnieszka Collins ([REDACTED]) has sent you a message via your contact form (<https://www.cityofdrippingsprings.com/user/256/contact>) at Dripping Springs, TX.

If you don't want to receive such e-mails, you can change your settings at <https://www.cityofdrippingsprings.com/user/256/edit>.

Message:

I apologize for resending this message as I attempted to send this message earlier, but I receive an error back and, thus, I am unsure if the original message reached you. I am sending it again.

I would like to communicate about a number of issues that come up in regards to the meeting held last night on the 7th day of September, 2021 concerning the Double L Ranch Development.

It appears that the developer and the city council members worked for a very long time with the developer to come up with a plan to build the community. It appears that although the Double L Ranch community is outside of the city limits, Dripping Springs has an enormous power to negotiate with Double L Ranch due to the water and sewer support offered to that community.

It also appears that the Dripping Springs main concern for the Double L Development is the 4-lane road promised to be built by the builder. However, for the said road the city also appears to not examine the developers proposed plans carefully, as it relates to the impact on surrounding communities.

Unfortunately, not having been involved in the negotiations process, but simply attending the last nights meeting and the planning and zoning meeting, I have already noticed the incredibly disingenuous, and maybe, fraudulent tactics the builder is using to get city approval of the plan.

- 1.) Until the builder was called out during the planning and zoning meeting, the builder purposely did not include the Legacy Trails neighborhood in its density calculations, as those calculations would be unfavorably skewed against the development. The builder did present an updated calculation but there is a strong suspicion that even those calculations were inaccurate, perhaps deliberately so. It appears that the builder, when calculating Legacy Trails density only used the surface area of the residential lots, and did not include any green areas, whereas the green areas of the Double L Ranch were included in their calculations.
- 2.) The builder presented buffers for properties adjoining the Founders and Legacy Trails border. However, the presentation included property owned by Legacy Trails owners, and, additionally, appears to include the back yards of future properties. This is simply not a buffer but a deliberate manipulation of images to make something appear that it is not. I would like to see a written description of the buffers, that clearly specify who will own the land that is

supposed to act as a buffer, any additional uses for that land, and who specific dimensions.

3.) The builder also presented images of the roads to come. What was incredibly disappointing is that the city admitted during the meeting that little thought was given to the impact of probable traffic over existing neighborhoods. Instead, a city employee stated that she believes that people will utilize most direct paths. Given that, please read the following observations in regards to the existing road plans:

- a.) there are a number of practices that can be used to slow down and discourage traffic from the use of roads, one being traffic circles, and another being windy/twisty roads.
- b.) The builder utilizes both as a means of discouraging traffic. It is certain that a traffic circle will create significant backups, and twisty roads will slow down traffic.
- c.) because the traffic circles and windy roads are both placed before traffic from 290 can enter route 12, drivers will naturally look for alternative roadways.
- d.) The developer planned to tie in Pecos River Crossing into the 4 lane roadway. Pecos River Crossing is situated before the traffic circles and provides a fairly straight, shorter, and direct path to Route 12.
- e.) It appears that the placement of the traffic circles and making part of the 4 lane road windy will deter traffic from using the direct route and will cause escape veins, via Pecos River Crossing.
- f.) the design appears to be deliberate as it will limit traffic and allow the builder to build dwellings that can be sold at higher prices, while redirecting traffic through unsuspecting communities that have already been established and are situated in the limits of the City of Dripping Springs.
- g.) The only way to avoid deliberate rerouting of traffic from the new road through dripping springs communities is to close off Pecos River Crossing, and not join it with the new road.

The design of the roadways seems to be deliberate, as is the lack of full and clear disclosure of buffers, as is the failure to accurately account for density calculations. As city council, I implore you to have the builder's designs studied carefully, and to put them out to the public, many of which are capable of spotting potential problems as well as any city staff. During the meeting citizens were told that there might not be another public meeting, even though the builder did not present complete plans and the city did not have full studies and data as to potential impact on surrounding communities.

I again implore you to disclose all data available to the public, and have a public meeting about the development, and its impact on the surrounding communities. The citizens of Dripping Springs should not be blocked out from process, especially where over 300 families may have their peace of mind destroyed for a benefit of a road, and a development that is not even inside the city limits. I hope to hear from each one of you in regards to this matter. Thank you.

Angie Collins

**From:** [Laura Mueller](#)  
**To:** [Laura Mueller](#)  
**Subject:** FW: [Dripping Springs, TX] Double L (Sent by Cathy Ramsey [REDACTED])  
**Date:** Tuesday, September 7, 2021 9:32:11 AM

---

**From:** Contact form at Dripping Springs, TX <[cmsmailer@civicplus.com](mailto:cmsmailer@civicplus.com)>  
**Sent:** Friday, September 3, 2021 12:00:29 PM  
**To:** April Harris Allison <[aharrisallison@cityofdrippingsprings.com](mailto:aharrisallison@cityofdrippingsprings.com)>  
**Subject:** [Dripping Springs, TX] Double L (Sent by Cathy Ramsey, [REDACTED])

Hello aharrisallison,

Cathy Ramsey [REDACTED] has sent you a message via your contact form (<https://www.cityofdrippingsprings.com/user/276/contact>) at Dripping Springs, TX.

If you don't want to receive such e-mails, you can change your settings at <https://www.cityofdrippingsprings.com/user/276/edit>.

Message:

Hi April,

I've not met you, but had the pleasure of meeting your sister-in-law, Saori, recently, when I worked with her in one of Wendy de Rosa's programs. It was rather startling to realize we had Dripping Springs connections in common! She's a sweetie, and the meeting felt somewhat fated because of that.

I admire your service oriented participation in city government, and thank you for the time and effort you put into it. It's a big job, and I'm grateful to those who are willing to take it on.

I'm writing to share some concerns regarding the Double L development, and a few questions I hope you can answer.

Is the project still set to go before the City Council next Tuesday, 9/7? I know the P&Z recommendations to the project engineer included redrawing the plat to move smaller lots to more interior locations, but don't know if that will shift the meeting schedule. The additional 500 homes the developers are requesting is an enormous increase in density, drastically changing the character of the area, and bringing so many potential problems along with it.

My biggest concern is ensuring accurate impervious cover calculations. I would like to see the city confirm the accuracy of all of project calculations, and make that available to the public, as well as commit to making audits as work goes along, keeping estimates and reality in line with each other. There were audits done recently in Bee Cave which showed over-building beyond the estimates made prior to beginning the project; I would hate to see us realize after the fact that the same thing was happening here. (Audits were conducted by Halff Associates on behalf of board members of the water supplier, WTCPUA. Estimated coverages are meant to be used unless planned homes will be larger; the developer was using the estimates but knowingly building larger homes. The document is too large to attach but I can share it another way if you'd like.)

I am also still uncertain as to how the city can fully rely on the project fitting the Impervious Cover rules, as there is no information on the commercial parcels. Based on what I see elsewhere, I would guess that those would have a much higher than 35% coverage. If that is the case, don't we need to know that information now so as to see how much of the open space is needed to offset that, and how much is available to offset the housing areas? I've communicated with the planning department to make sure I'm understanding the process, but they have a lot on their plates, and since the project is due before council next week, I wanted to raise the issue here as well. It would be a terrible disservice to generations to come if we do not adhere to the standards necessary to keep our creeks in excellent shape.

Which leads to the next point, the request to build water quality ponds inside the buffer zones. I ask that the requested exception to the current rules be denied. That rule allows the existing vegetation to serve as a filter while soil is disturbed and erosion is likely. Heavy rains can occur at any point, and without that intact buffer, the creek will suffer. I live along the creek and have seen heavy siltation from construction projects before, and they were orders of magnitude smaller; the damage potential in this one is enormous, and the creek must be safeguarded.

The request to exclude hazardous materials traps should be denied as well; the risks are too high and the rules are there for good reason. Likewise, the more stringent City of Austin Environmental Criteria Manual requirements for Environmental Management facilities should remain in place. Public concern resulted in these high standards, tailored to the needs of our local karst environment, and should not be put aside, as the developer is requesting.

I think the P&Z commission also asked that landscaping requirements be kept; I hope so. Xeric plants provide habitat for native species, look good without wasting resources, and teach people new to the area how native vegetation can be well utilized. These are important rules already in place and should not be side-stepped.

I would also like to ask that the Wimberley One Water School (Blue Hole Primary School) standards be utilized for the new school, and for any other commercial properties. Developers from Houston, where water is abundant and sand underfoot provides better infiltration, can't be expected to have a working knowledge of our resource limitations and environmental fragility — we have to lay out the requirements based on the work of those who understand the limits of our area. Wimberley has created a great resource for us, and the city of Austin is planning new schools utilizing that criteria; we should be as well. A more sustainable future is possible if we will find the courage to implement these needed changes. Rainwater is an incredible and underutilized resource. I know; it's been my sole source of household water for 16 years, and I love it. Friends and family do too; it really is the best water around, and our way forward. We need to start prioritizing it on a much larger scale.

thanks for your time and service,  
Cathy

**From:** [Heather Daoust](#)  
**To:** [Laura Mueller](#)  
**Cc:** [Ginger Faught](#); [Michelle Fischer](#); [Andrea Cunningham](#)  
**Subject:** Re: For the City Council Meeting on Tuesday  
**Date:** Tuesday, September 7, 2021 8:55:49 AM

---

Thank you so much for all of this information! I really respect these developers for being forthcoming and for accommodating the neighboring residents' questions and concerns. I'm looking forward to being at the meeting tonight. Hope you all have a wonderful day!

Heather Daoust

**Your source for family fun in the Texas Hill Country!**

<http://www.drippingwithkidsblog.com>

On Sep 7, 2021, at 8:32 AM, Laura Mueller  
 <lmueller@cityofdrippingsprings.com> wrote:

Heather,

Below please find the answers to your questions that the Anarene engineer sent to me this morning. I hope this helps.

Please see our responses below in red to these questions from the home owner in Founder's Ridge:

Will the developer be putting 50' lots in place of the patio/garden homes?  
 Between the P&Z meeting and Council meeting, the Developer has moved all of the 35'/40'/45' garden home product from the boundary line with the Founders Ridge and Legacy Trails subdivisions. The minimum lot width along this boundary will be 50' with a minimum buffer of 25', which is located entirely on the Double L side of the joint property line.

Will the highway still be in the same location?

The proposed minor arterial alignment has not been changed from the location shown at P&Z in August.

Is there any indication that the homes built at the border of Founders Ridge and Legacy Trails will be raised up on elevated foundations (blocking current views)?

In almost all cases along the property boundary between Founders Ridge, Legacy Trails and Double L, the Double L property is lower. As an example, the two minor tributaries discharging from Legacy Trails and Founders Ridge to the north and northwest drain onto the Double L property because it is lower. Building slabs at an elevation higher than

existing grade (beyond what is required for drainage to a street) is a costly, undesirable and unlikely strategy for builders.

Will a building schedule/timeline be released at the meeting?

Development in the area along Founders Ridge and Legacy Trails is slated to begin between 2022 and 2024 to coordinate with construction of the 4 lane roadway.

Are the homes and development on the west side of Hwy 12 going in first?

Development will begin on the east side of Ranch Road 12 will begin first. Residential development is not currently proposed on the west side of Ranch Road 12 within the first three phases of the project.

What are the starting price points?

Price points are estimates at this point, but the Garden Homes should start in the low to mid \$400s depending on size. The average home will likely be in excess of \$700,000 (average lot width is > 70') with acre lot and 105' lot home pricing well over \$1,000,000 up to \$1,500,000.

Thanks,

**Seth Mearig, PE**

VP, Land Development

<image001.gif>

---

**From:** Heather Daoust

**Sent:** Thursday, September 2, 2021 2:42 PM

**To:** Laura Mueller <[lmuller@cityofdrippingsprings.com](mailto:lmuller@cityofdrippingsprings.com)>

**Cc:** Andrea Cunningham <[acunningham@cityofdrippingsprings.com](mailto:acunningham@cityofdrippingsprings.com)>

**Subject:** Re: For the City Council Meeting on Tuesday

Great, thank you so much!

Here are a few questions -

Will the developer be putting 50' lots in place of the patio/garden homes?  
Will the highway still be in the same location? Is there any indication that the homes built at the border of Founders Ridge and Legacy Trails will be raised up on elevated foundations (blocking current views)? Will a building schedule/timeline be released at the meeting? Are the homes and

development on the west side of Hwy 12 going in first? What are the starting price points?

Thank you!

Heather Daoust

**Your source for family fun in the Texas Hill Country!**

<http://www.drippingwithkidsblog.com>

**From:** [Irene Harrell](#)  
**To:** [Andrea Cunningham](#); [Laura Mueller](#)  
**Cc:** [planning@cityofdrippingsprings](mailto:planning@cityofdrippingsprings)  
**Subject:** Opposed: Proposed Change to the Anarene Development  
**Date:** Friday, September 3, 2021 2:05:12 PM

---

City Council, Planners and Anarene Developers,

I rent at 295 Pecos River Crossing and also building a home at 118 Osage Court in Founder's Ridge. I have lived here 18 months. Previously I have lived in the communities of Galand, Plano and McKinney, TX and Peasant Hill, MO. I have seen all kinds of community planning and lack of it. The best I experienced was Stonebridge in McKinney developed by Newland properties with multiple builders. My profession is experience design.

For the Anarene project, I have taken time to talk to neighbors and reviewed the plans at City Hall. I've signed the petition to move the garden homes to within the development.

There are some attributes to this plan that negatively impact the home values, esthetics, noise and ecology of the existing developments. I understand you are offering the city additional parks, trails and roads; however, your plan should not negatively impact current developments with existing tax payers. Please consider the following adjustments to the Anarene/Double L Amended Development Agreement. All of these are principles and do not include any specific metrics. I oppose the current plan and ask for the following changes with follow-up negotiation.

**1.) Move the garden homes adjacent to Founder's Ridge and Legacy Trails to within the Anarene development**

\* Follow the lead of Belterra and other quality developments that have higher density villages closer to the retail, commercial and amenity centers. Buyers of garden homes expect smaller yards but more convenient access to amenities. Garden homes can be styled around ecologically friendly green spaces, parks and amenities and not set up like row houses. This still meets the need of more affordable houses without taking away aesthetics. Proximity to commercial and amenity centers focuses on the lifestyle of less maintenance, "lock and leave" and walkability/accessibility. It keeps higher traffic areas toward the front of the development.

\* The current plan has garden homes lined up against the property line of Founder's Ridge with minimal greenbelt. This will most likely obstruct views, intrude on privacy and negatively affect resale value of current properties. Considering topography, garden homes will have to be built up on elevated foundations looking down into homes that already have pools and backyard entertainment areas, especially if the garden homes are two-story on top of

elevated foundation.

\* Big Sky Ranch's density has created a parking lot of homes and cars. Big Sky is very close to our development already increasing traffic and school burden. That is a highly disproportionate quantity of high-density housing so close to Founder's Ridge and Legacy Trails.

**2.) Increase the natural vegetation boundaries between the developments similar to the native greenbelts between Legacy Trails and Founder's Ridge.**

\* The native vegetation provides irreplaceable natural habitat for eco-friendly dark sky Dripping Springs. We need to keep bird habitats along with dark sky. We want to keep our small animals and the irreplaceable beauty of mature oaks as well as the drainage benefit and visual and sound buffer. It is a pleasure to walk the shaded mulch trails with dogs and kids and see an occasional fox, armadillo, roadrunner, jackrabbit, squirrel and even deer. Our native oaks are beautiful. There is a place for manicured parks and playgrounds as well, but the native greenbelts are irreplaceable natural assets. Potential Anarene buyers will be looking at Belterra, Caliterra, Parten Ranch, Arrowhead Ranch and other developments as they make their selections. We ask that you keep a nice depth of natural fence line vegetation between the communities.

\* The elevations are such that if dense housing is placed there, the drainage to Founder's Ridge could lead to constant erosion. Our mulch trail amenity that runs along the gas line could be repeatedly washout and be a source of constant repair. No amount of sod will hold the heavy rains that will channel between narrow shaded rows of side yards. Pooling, washouts and ugly yards develop. To prevent this, please consider widening the greenbelts. Founder's Ridge residents paid premiums for greenbelt lots. Anarene buyers will appreciate the greenbelts as well.

**3.) Respect current home densities when building adjacent to existing developments so they are of equal or less density than existing neighborhoods.**

\* This is an amended agreement. I understand these garden homes were put along another existing development that rejected the initial plan, so these concerns have probably been heard before.

\* Please build homes of equal or more density to Founders and Legacy. We also expect lot backyard depth to be similar.

With greenbelts and equitable lot depth and width, this keeps property values, minimizes water erosion, balances ecology and community, maintains a certain level of privacy, more equitably distributes traffic and noise.

I would like some time on the agenda to cover the main points of this letter.

In the future, please facilitate preliminary discussions with current HOAs and those affected before plans are so near completion. The timing of these discussions leaves little consideration of current tax payers and doesn't allow for the free flow of ideas and creative conflict resolution.

I also suggest the city consider density guidelines for new developments adjacent to existing ones.

I am willing to be a part of future discussions on this amended plan. Thank you for your consideration.

Irene Harrell  
295 Pecos River Crossing

972-898-0485

**From:** [Heather Daoust](#)  
**To:** [Laura Mueller](#)  
**Cc:** [Andrea Cunningham](#)  
**Subject:** For the City Council Meeting on Tuesday  
**Date:** Wednesday, September 1, 2021 9:55:05 PM  
**Attachments:** [Petition Comments.pdf](#)  
[Petition Double L.pdf](#)  
[Petition Relocation of proposed Double L Ranch high.pdf](#)

---

Hi Laura, I was the woman in the city offices this morning reviewing the maps of Anarene /Double L Ranch. Thank you for answering my many questions. Everyone at the City has been so helpful and kind (Hi Andrea!).

I've attached a few files that show the list of residents who have signed our petition against the high-density housing being located at the border of Founders Ridge and Legacy Trails, as well as their public comments and a description of what we are requesting. Some of the residents on the signature file are shown to have locations outside of Dripping Springs and Austin. I discovered that if they signed through a link on their phone or if their computer is registered in another town, the petition website automatically loaded those locations.

These signatures represent people in our local community who are against the proposed location of the patio/garden homes, as well as the highway just on the other side of them. Please let me know if I can provide further information.

I'd really appreciate it if these comments and the petition were shared with the Double L Developers as well as the City Council in preparation for the next meeting.

Thank you! See you on Tuesday.

Heather Daoust

Your source for family fun in the Texas Hill Country!

<http://www.drippingwithkidsblog.com>

# Relocation of proposed Double L Ranch high-density housing



[Heather Daoust](#) started this petition to Dripping Springs City Council

The developer of Double L Ranch is proposing to build garden homes (high density housing) on 35' lots very close to the Founders Ridge and Legacy Trails communities. As residents in these areas, we object to this plan and propose that these garden homes and any other high-density housing be placed well within the Double L Ranch subdivision, surrounded by that specific community of homes. These types of properties should exist within the development proposing to build them, rather than financially harming existing Dripping Springs residents. With the current plan as presented, the value of existing properties in Founders Ridge and Legacy Trails will be negatively affected. Additionally, the area right behind Legacy Trails is a flood zone, so the builder will have to build these garden homes up on elevated foundations, which will diminish the hill country views that current residents paid premiums for.

Also, as it is now, we hear very little traffic noise from RR 12. With the addition of a 4-lane highway essentially right next to our homes, we have concern that the traffic noise is going to be considerably worse and will greatly reduce our quality of life, while also presenting potential dangers to our small children, teenage drivers, and pets.

As a community, we stand against this proposal, and we will not allow a developer to cause the current residents in our neighborhoods to suffer. We sign this petition so that you know that our voices wish to be heard by the Dripping Springs City Council and the developers encroaching upon our community and our current quality of life here.

**PETITION SIGNATURES - Relocation of Proposed Double L Ranch High-Density Housing**

	<b>Name</b>	<b>City</b>	<b>State</b>	<b>Postal Code</b>	<b>Country</b>	<b>Signed On</b>
1	Heather Daoust	Dripping Springs	TX	78620	US	8/27/2021
2	Evan Erdelac	Dripping Springs	TX	78620	US	8/27/2021
3	Wesley Daoust	Dripping Springs	TX	78620	US	8/27/2021
4	Nathan Tran	Dripping springs	TX	78620	US	8/27/2021
5	Monica Davis	Dripping springs	TX	78620	US	8/27/2021
6	Kyle Hundley	Dripping Springs	TX	78620	US	8/27/2021
7	Braden Shirley	Dripping Springs	TX	78620	US	8/27/2021
8	Farrah Trussoni	Dripping Springs	TX	78620	US	8/27/2021
9	Laina Klein	Dripping Springs	TX	78620	US	8/27/2021
10	Robert Davis	Dripping Springs	TX	78620	US	8/27/2021
11	Ty Fuller	Dripping Springs	TX	78620	US	8/27/2021
12	Anna Kelley	Austin	TX	78737	US	8/27/2021
13	Lauren Milam	Dripping Springs	TX	78620	US	8/27/2021
14	Lisa James	Austin	TX	78620	US	8/27/2021
15	Casey Campbell	Dripping springs	TX	78620	US	8/27/2021
16	Michele Mori	Austin	TX	78749	US	8/27/2021
17	Raegan Hirvela	Dripping Springs	TX	78620	US	8/27/2021
18	Susan Murrell	Austin	TX	78749	US	8/27/2021
19	Helen Griffith	Dripping Springs	TX	78620	US	8/27/2021
20	Mark Groszek	Dripping Springs	TX	78620	US	8/27/2021
21	Patricia Kelly	Dripping Springs	TX	78620	US	8/27/2021
22	Agnieszka Collins	Dripping Springs	TX	78620	US	8/27/2021
23	Ritesh Ghody	Houston	TX	77077	US	8/27/2021
24	Kayla Broussard	Dripping springs	TX	78620	US	8/27/2021
25	Prisha Patel	Detroit	MI	48219	US	8/27/2021
26	Derek Fisher	Dripping Springs	TX	78620	US	8/27/2021
27	Rebecca Smart	Austin	TX	78749	US	8/27/2021
28	Kathy Seitz	Dripping Springs	TX	28601	US	8/27/2021
29	Matt Milam	Dripping Springs	TX	78620	US	8/27/2021
30	Lauren Mcnair	Dripping springs	TX	78620	US	8/27/2021
31	Lilly Hovre	San Marcos	TX	78666	US	8/27/2021

32	Ellie Hovre	Dripping springs		78620	US	8/27/2021
33	Heidi Hovre	Winter Gardens	FL	34787	US	8/27/2021
34	Rachel Zetnick	Houston	TX	77003	US	8/27/2021
35	Jamie Harris	Dripping springs	TX	78620	US	8/27/2021
36	Kimberly Gray	Dripping Springs	TX	78620	US	8/27/2021
37	Irene Harrell	Dripping Springs	TX	78620	US	8/27/2021
38	Luis Pagan	Dripping Springs	TX	78620	US	8/27/2021
39	Rebecca Pagan	Dripping Springs	TX	78620	US	8/27/2021
40	Sarah Shirley	Dripping Springs	TX	78620	US	8/27/2021
41	Fran Nations	Dripping Springs	TX	78620	US	8/27/2021
42	Lauren Miller	Dripping Springs	TX	78620	US	8/27/2021
43	Steve Simank	Dripping Springs	TX	78620	US	8/27/2021
44	Emma Louise	Austin	TX	78749	US	8/27/2021
45	Megan Zetnick	Dripping Springs	TX	78620	US	8/27/2021
46	Linda Reardon	Austin	TX	78704	US	8/27/2021
47	Amanda Hurley	Dripping Springs	TX	78620	US	8/27/2021
48	Tammi Markiewicz	Dripping Springs	TX	78620	US	8/27/2021
49	Mitzi Hovre	Dripping Springs	TX	78620	US	8/27/2021
50	April Demeo	Dripping Springs	TX	78620	US	8/27/2021
51	Courtney Schmidt	Dripping Springs	TX	78620	US	8/27/2021
52	Mauricio Guillen Torelli	Dripping Springs	TX	78620	US	8/27/2021
53	Renee Curfman	Dripping Springs	TX	78620	US	8/27/2021
54	Myles Phelps	Dripping springs	TX	78620	US	8/27/2021
55	Kyle Evans	DRIPPING SPRINGS	TX	78520	US	8/27/2021
56	Vamshi Chelivendri	Dripping Springs	TX	78620	US	8/27/2021
57	Anthony Rodriguez	Austin	TX	78737	US	8/27/2021
58	Emily Andersen	Austin	TX	78737	US	8/27/2021
59	Oakley Smith	Dripping Springs	TX	78620	US	8/27/2021
60	Prathima Lalkota	Austin	TX	78745	US	8/27/2021
61	Graham Miller	Dripping Springs	TX	78620	US	8/27/2021
62	Kylie Valentine	Dripping Springs	TX	78620	US	8/27/2021
63	Madeline Griffin	Driftwood	TX	78739	US	8/27/2021
64	Bruce Mori	Austin	TX	78620	US	8/27/2021
65	Sarah Mori	Dripping springs	TX	78620	US	8/27/2021

66	Brian Link	Dripping Springs	TX	78620	US	8/27/2021
67	Karina Branham	Houston	TX	77056	US	8/27/2021
68	Josh Urban	Austin	TX	78620	US	8/27/2021
69	William Seitz	Austin	TX	78749	US	8/27/2021
70	Journey Urban	San Antonio	TX	78247	US	8/27/2021
71	Matthew Dugan	Austin	TX	78620	US	8/27/2021
72	Kara Erdelac	Dripping Springs	TX	78620	US	8/27/2021
73	Valerie Simank	Austin	TX	78620	US	8/27/2021
74	Chelsea White	Austin	TX	78620	US	8/27/2021
75	Cameron Broussard	Austin	TX	78748	US	8/27/2021
76	Erin Cooper	Dripping Springs	TX	78620	US	8/27/2021
77	Ellen Blazek	Austin	TX	78717	US	8/27/2021
78	Zora Dugan	Dripping Springs	TX	20854	US	8/27/2021
79	Melissa Banks	Austin	TX	78749	US	8/27/2021
80	Sean Snyder	Dripping Springs	TX	78620	US	8/27/2021
81	Sara Carlson	Austin	TX	78735	US	8/27/2021
82	Matthew Carlson	Dripping Springs	TX	78620	US	8/27/2021
83	Gretchen Shepard	Austin	TX	78620	US	8/27/2021
84	Amanda Grimm	Dripping Springs	TX	78620	US	8/27/2021
85	Sean Kannaly	Austin	TX	78749	US	8/27/2021
86	Robert Maldonado	Austin	TX	78737	US	8/27/2021
87	Jennifer Gray	Dripping Springs	TX	78620	US	8/27/2021
88	Katherine Parmeson	Austin	TX	78620	US	8/27/2021
89	Amber Crable	Austin	TX	78738	US	8/27/2021
90	Janie Ruiz	Dripping Springs	TX	78620	US	8/27/2021
91	Juan Llerena	Dripping Springs	TX	7	US	8/27/2021
92	Dorothy Mohammed	Austin	TX	78620	US	8/27/2021
93	Robert Markiewicz	Dripping Springs	TX	78620	US	8/27/2021
94	Linda Riddle	Dripping Springs	TX	78620	US	8/27/2021
95	Katie Mueller	Dripping Springs	TX	78620	US	8/27/2021
96	Mary Burke	Austin	TX	78749	US	8/27/2021
97	Jon Smart	Dripping Springs	TX	78620	US	8/27/2021
98	Ashley Oldham	Dripping Springs	TX	78620	US	8/27/2021
99	Valerie Brown	Dripping Springs	TX	78620	US	8/27/2021

100	Ali Mohammed	Austin	TX	78620	US	8/27/2021
101	Michael Massie	Dripping Springs	TX	78620	US	8/27/2021
102	Madeleine Connolly	Austin	TX	78749	US	8/27/2021
103	Curtis Mueller	Dripping Springs	TX	78620	US	8/27/2021
104	Margareth Ortiz Gutierrez	Dripping Springs	TX	78620	US	8/27/2021
105	Monica Boyle	Dripping Springs	TX	78620	US	8/27/2021
106	Lynda Zetnick	Fort Worth	TX	76108	US	8/27/2021
107	Courtney Grable	Lake Jackson	TX	77566	US	8/27/2021
108	Chloe Fryns	Lowell	MA	1852	US	8/27/2021
109	Janet Musgrove	Dripping Springs	TX	78620	US	8/27/2021
110	Robert Musgrove	Dripping Springs	TX	78620	US	8/27/2021
111	Holly Demro	Austin	TX	78620	US	8/27/2021
112	jordan levin	Pacoima		91331	US	8/27/2021
113	Adam Gray	Austin	TX	78749	US	8/27/2021
114	Nichole Street	Austin	TX	78749	US	8/27/2021
115	Angee Cornick	Austin	TX	78735	US	8/27/2021
116	Wylie Frazee	Houston	TX	77042	US	8/27/2021
117	Kimberly Gray	Dripping Springs	TX	78620	US	8/27/2021
118	Jennifer Dowdy	Dripping Springs	TX	78620	US	8/27/2021
119	Lindsey August	Dripping Springs	TX	78620	US	8/27/2021
120	Ryan Gavieres	Vallejo		94591	US	8/27/2021
121	Rosa Ruiz	Dripping Springs	TX	78620	US	8/27/2021
122	Rebekah Gatlin	Dripping Springs	TX	78620	US	8/27/2021
123	Lexi W				US	8/27/2021
124	Rubi Camargo	Bartlett	IL	60103	US	8/27/2021
125	Dasha Grot	Austin	TX	78735	US	8/27/2021
126	Owen Laracuenta	Dripping Springs	TX	78765	US	8/27/2021
127	Adam Kaluba	Burleson	TX	76028	US	8/27/2021
128	Austin Ward	Corvallis	OR	97330	US	8/27/2021
129	Whitney Phelps	Austin	TX	78749	US	8/27/2021
130	carl kovacs	Adona		72070	US	8/27/2021
131	farah hallal	Chandler		85286	US	8/27/2021
132	Sherry Fisher	Austin	TX	78749	US	8/27/2021
133	Jennifer Goode	Dripping springs	TX	78620	US	8/27/2021

134	Anne Davison	Austin	TX	78620	US	8/27/2021
135	Shireen Ordway	Dripping springs	TX	78620	US	8/27/2021
136	Lauren Crim	Austin	TX	78735	US	8/27/2021
137	Bill Tyler	Dripping Springs	TX	78620	US	8/28/2021
138	Kalen Arnold	Dripping Springs	TX	78620	US	8/28/2021
139	jamie savage	Austin	TX		US	8/28/2021
140	Kelly Reder	Austin	TX	78620	US	8/28/2021
141	Cortni Reid	Austin	TX	78620	US	8/28/2021
142	lizzy miser	Austin	TX	78737	US	8/28/2021
143	Cole Thompson	Dripping Springs	TX	78620	US	8/28/2021
144	Frederick Jones	Macomb	MI	48042	US	8/28/2021
145	Briana Huhn	Austin	TX	78737	US	8/28/2021
146	Steve Rapp	Dripping Springs	TX	78620	US	8/28/2021
147	Shauna Dunlap	Dripping springs	TX	78745	US	8/28/2021
148	Tony Kamel	Dripping Springs	TX	78620	US	8/28/2021
149	Nichole Bonnett	Dripping Springs	TX	78620	US	8/28/2021
150	Mackenzie George	Dripping Springs	TX	78620	US	8/28/2021
151	Karen Richards	Dripping Springs	TX	78620	US	8/28/2021
152	Nomar Bodon	Austin	TX	78737	US	8/28/2021
153	Ava Russell	Austin	TX	78753	US	8/28/2021
154	kristen weathers	Austin	TX	78737	US	8/28/2021
155	David Mann	Dripping Springs	TX	78620	US	8/28/2021
156	Mark Bennett	Austin	TX	78708	US	8/28/2021
157	Rachel Rhoads	Austin	TX	78620	US	8/28/2021
158	Virginia Rice	Austin	TX	78749	US	8/28/2021
159	Amanda Smith	Austin	TX	78737	US	8/28/2021
160	Tamara Reynolds	Dripping Springs	TX	78620	US	8/28/2021
161	Brenton Maddox	Dripping spring	TX	78620	US	8/28/2021
162	Allison Fuller	Dripping Springs	TX	78620	US	8/28/2021
163	Billie Jo Sage	Dripping Springs	TX	78620	US	8/28/2021
164	Gethsemani Palacios	Dripping Springs	TX	78620	US	8/28/2021
165	Joan Minton	Austin	TX	78737	US	8/28/2021
166	Rebecca Evans	Dripping Springs	TX	78620	US	8/28/2021
167	Julie LaChance	Austin	TX	78749	US	8/28/2021

168	Julia Van Buskirk	Austin	TX	78737	US	8/28/2021
169	Scott Crim	Austin	TX	78736	US	8/28/2021
170	Kate Sexton	Dripping Springs	TX	78620	US	8/28/2021
171	Laura Colburn	Austin	TX	78737	US	8/28/2021
172	Kathleen M Irwin	Austin	TX	78749	US	8/28/2021
173	Robin Sawoska	Austin	TX	78737	US	8/28/2021
174	Michelle Roddy	Greenville		29609	US	8/28/2021
175	Mike Cohen	Austin	TX	78737	US	8/28/2021
176	Tracy Harber	Driftwood	TX	78619	US	8/28/2021
177	Allison wilcox	dripping springs	TX	78620	US	8/28/2021
178	Lona Appleby	Ann Arbor	MI	48104	US	8/28/2021
179	Christine Geseking	Dripping Springs	TX	78620	US	8/28/2021
180	Sharyn Doerwald	Charlotte	NC	28269	US	8/28/2021
181	Heudu Marhofer	Dripping Springs	TX	78620	US	8/28/2021
182	Robert Turanyi	Dripping Springs	TX	78620	US	8/28/2021
183	Jeanie Collier	Austin	TX	78749	US	8/28/2021
184	James Brown	Dripping Springs	TX	78620	US	8/28/2021
185	Matt Hughes	Dripping Springs	TX	78620	US	8/28/2021
186	Dawn Stillwell	Dripping Springs	TX	78620	US	8/28/2021
187	Janice Vieira	Dripping Springs	TX	78620	US	8/28/2021
188	Cheryl Turanyi	Dripping Springs	TX	78620	US	8/28/2021
189	Ashlee Jones	Dripping Springs	TX	78620	US	8/28/2021
190	Michelle Abbott	Austin	TX	78749	US	8/28/2021
191	Kathryn Carhartt	Driftwood	TX	78619	US	8/28/2021
192	Roberta Riley	Leakey	TX	78873	US	8/28/2021
193	Cindy Minton	Austin	TX	78737	US	8/28/2021
194	Connie Robertson	Dripping Springs	TX	78620	US	8/28/2021
195	Emily Saculla	Austin	TX	78737	US	8/28/2021
196	Josh Rubbiccio	Dripping Springs	TX	78620	US	8/28/2021
197	Kellye Daniel	Austin	TX	78737	US	8/28/2021
198	Heather Morrison	Dripping Springs	TX	78620	US	8/28/2021
199	Janice Englehart	Austin	TX	78737	US	8/28/2021
200	Mandi Suellentrop	Bulverde	TX	78163	US	8/28/2021
201	Kathryn Ducker	Dripping Springs	TX	78620	US	8/28/2021

202	Sarah Mutchler	Kyle	TX	78640	US	8/28/2021
203	Kwynn Brigjt	Austin	TX	78620	US	8/28/2021
204	Sarah Bale	Grand Prairie	TX	75050	US	8/28/2021
205	Kim Shelly	Dripping Springs	TX	78620	US	8/28/2021
206	Lori Kelley	Austin	TX	78749	US	8/28/2021
207	Geoffrey Haack	Dripping Springs	TX	78620	US	8/28/2021
208	Luisa Leon	Morgan Hill	CA	95037	US	8/28/2021
209	christopher joseph chal	Spring Hill		34609	US	8/28/2021
210	Tara Seale	Dripping Springs	TX	78620	US	8/28/2021
211	Amy V	Dripping Springs	TX	78620	US	8/28/2021
212	Amy Horowitz	Austin	TX	78737	US	8/28/2021
213	Kevin Vargo	Austin	TX	78737	US	8/28/2021
214	Natalia Kannaly	Austin	TX	78620	US	8/28/2021
215	Sheetal Kulkarni	Austin	TX	78737	US	8/28/2021
216	Trisha Kimes	Austin	TX	78753	US	8/28/2021
217	Dean Hunt	Austin	TX	78738	US	8/28/2021
218	Betheny Blackwell	Johnson City	TX	78636	US	8/28/2021
219	Alisa Durbin	Dripping Springs	TX	78620	US	8/28/2021
220	Madysen Nurmi	Round Rock	TX	78664	US	8/28/2021
221	Jody Castano	Dripping Springs	TX	78620	US	8/28/2021
222	Tisha Mackey	Austin	TX	78737	US	8/28/2021
223	Jane Philips	Austin	TX	78737	US	8/28/2021
224	Laura Johnson	Austin	TX	78737	US	8/28/2021
225	Marissa Montes	Dripping Springs	TX	78620	US	8/28/2021
226	Patricia Arvidson	Dripping Springs	TX	78620	US	8/28/2021
227	Jill Powell	Austin	TX	78620	US	8/28/2021
228	Mackenzie Clarno	Austin	TX	78737	US	8/28/2021
229	Kadie Weyer	Dripping Springs	TX	78620	US	8/28/2021
230	Scott Ely	Austin	TX	78734	US	8/28/2021
231	Gina Bisett	Dripping Springs	TX	78620	US	8/28/2021
232	Inna Boren	Dripping Springs TX	TX	78620	US	8/28/2021
233	Nicole Bergeron	Yukon	OK	73099	US	8/28/2021
234	Victoria Stults	Austin	TX	78741	US	8/28/2021
235	Mary vaslet	Dripping springs	TX	78620	US	8/28/2021

236	Claudia Kahle	Dripping Springs	TX	78620	US	8/28/2021
237	Aimee Friesenhahn	Austin		78737	US	8/28/2021
238	Lanae Banks	Spicewood	TX	78669	US	8/28/2021
239	Barbara Jones	Macomb	MI	48042	US	8/28/2021
240	Roy Logan	Austin	TX	78735	US	8/28/2021
241	Dave Trotter	Dripping Springs	TX	78620	US	8/28/2021
242	Steve Johnson	Dripping Springs	TX	78620	US	8/28/2021
243	Karen Hartnett	Austin	TX	78749	US	8/28/2021
244	Maria del Pilar Angulo	Austin	TX	78745	US	8/28/2021
245	J Cortinas	Dripping Springs	TX	78620	US	8/28/2021
246	Karri Frey	Dripping Springs	TX	78620	US	8/28/2021
247	Connie Langford	Dripping Springs	TX	78620	US	8/28/2021
248	Becky Artaserse	Austin	TX	78729	US	8/28/2021
249	Scott Hopkins	Dripping Springs	TX	78620	US	8/28/2021
250	Rob Hanigan	Dripping Springs	TX	78620	US	8/28/2021
251	Josh Crawford	Austin	TX	78737	US	8/28/2021
252	Cathy Betts	Austin	TX	78735	US	8/28/2021
253	Jenna Doantiello	Austin	TX	78736	US	8/28/2021
254	Alan Higgerson	Dripping Springs	TX	78620	US	8/28/2021
255	Nicole Maddox	Dripping Springs	TX	78620	US	8/28/2021
256	Mark Gordon	Austin	TX	78749	US	8/28/2021
257	Tera snyder	Austin	TX	78737	US	8/28/2021
258	Pink Paisley	Charlotte		28215	US	8/28/2021
259	Karla Reyes	Colton		92325	US	8/28/2021
260	Christopher Charboneau	Austin	TX	78759	US	8/28/2021
261	Laura Rayburn	Dripping Springs	TX	78620	US	8/28/2021
262	Ralph Daniel	Dripping Springs	TX	78620	US	8/28/2021
263	Martha Bowen	Dripping Springs	TX	78620	US	8/28/2021
264	Patricia Firkser	Austin	TX	78737	US	8/28/2021
265	carrie napiorkowski	Dripping Springs	TX	78737	US	8/28/2021
266	Crissy Kinley	Driftwood	TX	78619	US	8/28/2021
267	Derek Ytreeide	Dripping Springs	TX		US	8/28/2021
268	Dede Amoah	Wesley Chapel		33544	US	8/28/2021
269	Carol Dunnigan	Dripping Springs	TX	78620	US	8/28/2021

270	kris anglin	Dripping Springs	TX	78620	US	8/28/2021
271	Colette Kraham	Austin	TX	78737	US	8/28/2021
272	Rosemary Willcox	Dripping Springs	TX	78620	US	8/28/2021
273	Dick Beach	Chicago		60605	US	8/28/2021
274	Felipe Mendoza	Austin	TX	78737	US	8/28/2021
275	Ed King	Dripping Springs	TX	78620	US	8/28/2021
276	Jenna Edwards	Austin	TX	78747	US	8/28/2021
277	Andrea Hollingshead	Dripping Springs	TX	78620	US	8/28/2021
278	Jaden Cosgrove	cleveland		44121	US	8/28/2021
279	Cynthia Cox	Dripping Springs	TX	78620	US	8/28/2021
280	Jennifer Clarner	DRIPPING SPRINGS	TX	78620	US	8/29/2021
281	Ben Ingram	Austin	TX	78737	US	8/29/2021
282	Hailey Ingram	Austin	TX	78737	US	8/29/2021
283	Shelley Nathan	Austin	TX	78749	US	8/29/2021
284	Karyna Donley	Dripping Springs	TX	78620	US	8/29/2021
285	Lindsay Hearne	Dripping Springs	TX	78620	US	8/29/2021
286	Pamela Lewis	Dripping Springs	TX	78620	US	8/29/2021
287	Brenda Davenport	Austin	TX	78737	US	8/29/2021
288	Samantha Morones	Austin	TX	78735	US	8/29/2021
289	Codi Hartman	Austin	TX	78749	US	8/29/2021
290	Angela Griffith	Dripping Springs	TX	78620	US	8/29/2021
291	Mary Stewart	Dripping Springs	TX	78620	US	8/29/2021
292	Renate McCollum	Dripping Springs	TX	78620	US	8/29/2021
293	Lorra Wright	Charlotte		28205	US	8/29/2021
294	Chelsea garnett	Dripping Springs	TX	78620	US	8/29/2021
295	Brenda Crim	Dripping Springs	TX	78620	US	8/29/2021
296	Henry Brooks	Dripping Springs	TX	78620	US	8/29/2021
297	Louise Wilson	Wimberley	TX	78676	US	8/29/2021
298	Oleg Zhoglo	Dripping Springs	TX	78620	US	8/29/2021
299	Latoya McAllister	Orlando		32839	US	8/30/2021
300	Georgia Fontana	Austin	TX	78735	US	8/30/2021
301	Caryl Dore	Dripping Springs	TX	78620	US	8/30/2021
302	Brina Vazquez	Dripping Springs	TX	78620	US	8/30/2021
303	Ryan Sepeda	Dripping Springs	TX	78620	US	8/30/2021

304	Sharon Hall	Dripping Springs	TX	78620	US	8/30/2021
305	Zyad Elchmaissani	Dripping Springs	TX	78620	US	8/30/2021
306	Sharman Das	Frisco	TX	75035	US	8/30/2021
307	Mary Linton	Austin	TX	78759	US	8/30/2021
308	Kaccee Cox	Austin	TX	78735	US	8/30/2021
309	Jessie Scott	Austin	TX	78735	US	8/30/2021
310	Kyle Hollingshead	Austin	TX	78736	US	8/30/2021
311	Kelly Haskell	Austin	TX	78737	US	8/30/2021
312	William Collins	Dripping Springs	TX	78620	US	8/30/2021
313	Ashley Sanchez	Mount Prospect		60056	US	8/30/2021
314	Calla Nyboer	Dripping Springs	TX	78620	US	8/30/2021
315	Tanya Waller	Dripping Springs	TX	78620	US	8/30/2021
316	caleb nyboer	nunica	MI	49448	US	8/30/2021
317	Ethan Hiller	San Marcos	TX	78666	US	8/30/2021
318	Wayne Giffin	Austin	TX	78620	US	8/30/2021
319	mercy lee	Grand Junction		81501	US	8/31/2021
320	Kennedy Lamphier	Iowa City		52240	US	8/31/2021
321	Donna Giffin	Dripping Springs	TX	78620	US	8/31/2021
322	Robert Ortiz	San Francisco		94945	US	8/31/2021
323	Aundra Edwards	Santa Fe		87507	US	8/31/2021
324	Joe L Walker	Dripping Springs	TX	78620	US	8/31/2021
325	Richard Rensing	Mckinney		75070	US	8/31/2021
326	James Nations	Dripping Springs	TX	78620	US	8/31/2021
327	Alicia Maske	Austin	TX	78620	US	8/31/2021
328	Steven Maske	Austin	TX	78704	US	8/31/2021
329	Taylor Green	Blanco		78606	US	8/31/2021
330	Lauren Feeley	Dripping Springs	TX	78620	US	8/31/2021
331	Alexander Bewley	Cleveland		44134	US	8/31/2021
332	Colton Markiewicz	Dripping Springs	TX	78620	US	9/1/2021
333	Kimber Markiewicz	Dripping Springs	TX	78620	US	9/1/2021
334	Dylan Emery	Hainesport		8036	US	9/1/2021
335	Krazy Keith	McKinney		75070	US	9/1/2021
336	Chayse Horning	Canton		44718	US	9/1/2021
337	Shawn Novak	San Antonio	TX	78260	US	9/1/2021

338	Michael Feeley	Dripping Springs	TX	78620	US	9/1/2021
339	Sheldon Smith	Erie		16501	US	9/1/2021
340	G Crider	Dripping Springs	TX	78620	US	9/1/2021
341	Eveline Adams	Dripping Springs	TX	78620	US	9/1/2021
342	Steven Adams	Austin	TX	78749	US	9/1/2021

## PETITION COMMENTS

**Ellie Hovre**

"We have a house that looks out to this land."

**Tammi Markiewicz**

"I am greatly disappointed with the proposed high density houses being built behind my home. While I understand the need for this type of home in the community, why on earth would you put that directly behind homes like FR and LT?! Poor planning in my opinion. If you lived here you would be upset too."

**Kara Erdelac**

"This directly affects the neighborhood I moved into, where we bought a home because we loved the space between homes. This will be an eyesore and just add to the already congested traffic in the area."

**Holly Demro**

"This new community will greatly affect me and the others on the north side of Founders Ridge. We paid a higher premium for our lot with a green belt view and would like it to stay that way. I don't want to be looking at 40 backyards."

**Lilly Anna**

"We live in legacy trails and have the beautiful view, that will back up right to these awful tiny houses!!! We won't have a pretty view for long if this happens"

**Nichole Bonnett**

"This is an awful use of our land!!"

**Virginia Rice**

"Dripping Springs has been completely over run. Stop building, not enough water here for more homes."

## PETITION COMMENTS

**Julie LaChance**

"Destroying the reason most people make Dripping Springs their home. Stop trying overpopulate this beautiful small town."

**Julia Van Buskirk**

"Overdevelopment of the land taxes the limited resources out here. It's created water challenges, energy challenges, school challenges, traffic challenges, etc."

**Scott Crim**

"If the city of Dripping Springs allows this to go through

We will only end up with Belterra:

Two Rooftops as far as the eye can see

That doesn't sound like a hill country view to me

Near wandering deer and grazing cows

I planted my roots and built my house

I document the storms as they roll in from the west

The golden hour sunsets are simply the best

If houses are built close together how is there space?

You don't have to build that many homes; this isn't a race

Remember that rain a few lines before?

It will ruin the garden homes because run-off is poor

"I'll build them higher!" The developer shouts with their hands

Not caring about the affect on the lands

A lonely flashing stop light blinks near the school

## PETITION COMMENTS

No longer at night due to construction and noisy tools

We do need more homes. We get it; we really do.

We don't need views of backyards and rooftops from Belterra:

Two Open spaces? Friendly faces?

You will have to change your tagline due to so many places

If you truly want the views you would encourage them to stay

Not disheartening your residents by taking them away

Please do the right thing; I pray that you do

Please don't overbuild Belterra: Two"

**James Brown**

"There are solutions to this problem that do not harm existing residents."

**Ashlee Jones**

"I live near this development and would be negatively impacted by reduced quality of life and property values, and increased traffic, noise and safety concerns."

**Sarah Bale**

"The city needs to hold all future developers accountable for infrastructure, or limit development."

**Lauren Crim**

"When we moved to Dripping Springs, we chose a community that backs up to the countryside, and it has immensely improved our quality of life and our children's lives. We knew there would be future development - and we're ok with that - but we were promised a 300 ft buffer and paid a lot premium for that view and buffer. You can build patio homes within the community without diminishing the quality of the surrounding neighborhoods and plummeting property values."

## PETITION COMMENTS

**Dean Hunt**

"I disagree with this."

**carrie napiorkowski**

"This is a traffic & safety & security nightmare!"

**Henry Brooks**

"I have been a neighbor of the "LL Ranch" all my life and I think their massive high intensity development plan represents petty greed and total disregard for the long term quality of life in Dripping Springs and the Hill Country in general. None of the Hills involved even live around here as far as I know and they feel free to almost single handedly urbanize our community with no remorse."

**Tanya Waller**

"The beautiful landscape of Dripping The beauty of Dripping Springs is being ruined by all these cookie-cutter subdivisions, and the proposed type of building would be even more unsightly and hurt existing home values, not to mention add to our over-traveled roads and over stressed water supply and drainage issues."

**Alicia Maske**

"To protect our natural resources, existing homes and people's lives. New housing is needed with job growths, BUT with a well-planned limit.

1. We don't want droughts from overcrowding the area and overdrawing on the water table.
2. Ruining the buffer zones will cause improper drainage and lead to flooding elsewhere. These new houses will be in severe danger of flooding anyway.
3. It will cause previous proper drainage courses to be rerouted placing other homes/people that were not in harm's way to now be in severe danger.
4. Folks who already bought their homes based on set plans for the area will be robbed of their view/trees natural landscape etc. which is what they paid for.
5. Birds and other wildlife need these buffer zones as natural habitats to survive."

**RICE & ASSOCIATES , P.C.**  
Attorneys and Counselors  
5615 Kirby Drive, Suite 810  
Houston, Texas 77005

Received  
DEC 02 2019  
City of Dripping Springs

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

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

November 7, 2019

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

*By Certified Mail/Return Receipt Requested  
and First Class Mail*

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

Dear Sir or Madam:

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

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

Double L Development, LLC  
1600 West Loop South, Suite 2600  
Houston, Texas 77027  
Attn: David A. Cannon  
Telephone No.: (713) 623-2466  
Email: [dcannon@trenddevelopment.com](mailto:dcannon@trenddevelopment.com)

With a copy to: Robin A. Rice, Esquire  
Rice & Associates, P.C.  
5615 Kirby Drive, Suite 810  
Houston, Texas 77005  
Telephone No.: (713) 655-9090  
Email: [rarice@rice-law.com](mailto:rarice@rice-law.com)

**RICE & ASSOCIATES, P.C.**  
**Attorneys and Counselors**

City of Dripping Springs  
November 7, 2019  
Page 2

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

Very truly yours,



Robin A. Rice

cc: Bojorquez Law Firm, P.C.  
12325 Hymeadow Drive  
Austin, Texas 78750  
Attn: Alan J. Bojorquez, Esquire

***By Certified Mail/Return Receipt Requested***

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

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

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

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

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

1. Assignment. Assignor hereby TRANSFERS, ASSIGNS AND SETS OVER unto Assignee all of the Assignor’s right, title and interest in and to the Development Agreement.

2. Assumption. Assignee hereby (i) accepts the assignment of Assignor’s rights, title and interest in the Development Agreement, (ii) expressly assumes and agrees to keep, perform and fulfill all the terms, conditions and obligations of Assignor under the terms and provisions of the Development Agreement, and (iii) and agrees to save and hold Assignor harmless from any and all liability under the Development Agreement.

3. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures will have the same force and effect as original signatures.

[SIGNATURES ON FOLLOWING PAGES]

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

**ASSIGNOR:**

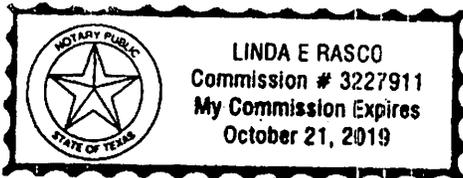
**ANARENE INVESTMENTS, LTD.**, a Texas limited partnership

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

By: *Graham Hill*  
Graham Hill, Manager

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF HARRIS    §

This instrument was acknowledged before me, the undersigned authority, on this 15<sup>th</sup> day of October, 2019, by Graham Hill, Manager of Anarene Management, LLC, a Texas limited liability company, the sole general partner of Anarene Investments, Ltd., a Texas limited partnership, on behalf of said limited partnership.



*Linda E Rasco*  
NOTARY PUBLIC FOR STATE OF TEXAS  
Print Notary's Name: Linda E Rasco  
Commission Expires: 10-21-2019

**ASSIGNEE:**

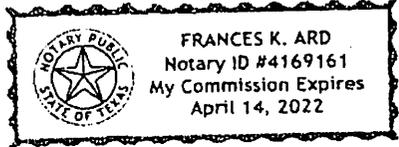
**DOUBLE L DEVELOPMENT, LLC**, a Texas limited liability company

By:   
David A. Cannon, Manager

THE STATE OF TEXAS    §  
  §  
COUNTY OF HARRIS    §

This instrument was acknowledged before me, the undersigned authority, on this 15<sup>th</sup> day of October, 2019, by David A. Cannon, Manager of Double L Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

  
NOTARY PUBLIC FOR STATE OF TEXAS  
Print Notary's Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



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

\*\*\*\* Electronically Filed Document \*\*\*\*

Hays County Texas  
Liz Q. Gonzalez  
County Clerk

Document Number: 2015-15031553  
Recorded As : ELECTRONIC RECORDING

Recorded On: October 02, 2015  
Recorded At: 08:25:58 am  
Number of Pages: 39  
Book-VI/Pg: Bk-OPR VI-5340 Pg-152  
Recording Fee: \$174.00

Parties:

Direct- DRIPPING SPRINGS CITY OF  
Indirect- ANARENE INVESTMENTS LTD

Receipt Number: 410208  
Processed By: Rose Robinson

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

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



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

*Liz Q. Gonzalez*

Liz Q. Gonzalez, County Clerk



**WHEREAS**, the City has determined that development agreements with developers of master-planned communities such as the Project will benefit the City by establishing land use controls; providing for the construction of appropriate and necessary utility, roadway and drainage infrastructure; encouraging economic development; protecting the environment; preserving native habitat and endangered species; and promoting the welfare of the citizens of the City and its ETJ; and

**WHEREAS**, the City and Owner are striving to achieve balance between the pressures of urbanization and the shared desires to protect the public safety, and conserve the hill country scenery and native habitat; and

**WHEREAS**, this Agreement grants Owner a measure of predictability in terms of Applicable Rules as defined herein, and development fees; and

**WHEREAS**, this Agreement grants the City the public benefits related to the application of certain municipal ordinances in the ETJ, including the lighting ordinance; and

**WHEREAS**, Owner and the City wish to enter into this Agreement to provide an alternative to the City's typical regulatory process for development; encourage innovative and comprehensive master-planning of the Land; provide a level of certainty of regulatory requirements throughout the term of this Agreement; and provide assurances of a high-quality development that will benefit the present and future residents of the City, the City's ETJ and the County; and

**WHEREAS**, the City is statutorily authorized to enter into such contracts with owners of property located in the City's ETJ pursuant to Texas Local Government Code Section 212.172; and

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

#### **ARTICLE 1. DEFINITIONS**

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

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

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

## ARTICLE 2. PUBLIC BENEFITS, INFRASTRUCTURE & AMENITIES

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

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

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

### ARTICLE 3. PROPERTY DEVELOPMENT

- 3.1 Governing Regulations:** For purposes of any vesting analysis, the Parties agree that the Effective Date shall be construed as the date upon which the Development Agreement is approved by the City Council of Dripping Springs. The Applicable Rules shall govern the Project, unless otherwise expressly provided in this Agreement. For the term of this Agreement, the development and use of the Land will be controlled by the terms of this Agreement, the Project Approvals and the Applicable Rules. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control. Notwithstanding anything contained herein to the contrary, the variances described on *Exhibit E* attached hereto as approved.

**3.1.1 Residential Density:** The maximum number of residential dwelling units that may be developed on the Land under this Agreement shall be 1,677 dwelling units, or an average overall density of one residential dwelling unit per acre, whichever is less. This average overall density shall not be construed to preclude clustering of residential units in desirable locations, whether in the form of single family lots, duplex lots, multifamily development, or any other residential development.

**3.1.1.1 Residential Lot Size:** The minimum size for any lot shall be based solely on the requirements for providing wastewater service to said lot. Lots to be served with central wastewater service shall meet minimum lot sizes according to the City zoning regulations.

**3.1.2 Water Service:** The Land shall be entitled to receive water service in an amount not to exceed 1,710 Living Unit Equivalents ("LUEs"), it being understood and agreed that the water service may be provided by the Double L Ranch Water Supply Corporation or by a third party utility provider, including, but not limited to a water supply corporation and/or special purpose district.

**3.1.3 Wastewater Service:** The Land shall be entitled to receive wastewater service in an amount not to exceed 1,710 LUEs, it being understood and agreed that the wastewater service may be provided by the City or, if the City is unable or refuses to provide such service, by a third party utility provider, including, but not limited to a water supply corporation and/or special purpose district.

**3.1.4 Impervious Cover:** Owners may develop the Project with an Impervious Cover Percentage that does not exceed thirty-five percent (35%) over the entire Project. Owner shall have the right to apportion impervious cover limits on a lot by lot or use by use basis and Owner may apportion such limits as it deems desirable so long as the overall limitation herein specified is not exceeded. Owner may count in density and impervious cover calculations the gross area of the Land.

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

**3.1.5 Water Quality Buffer Zones:** Development on the Land shall comply with the Water Quality Buffer Zone requirements in the City development regulations. However, it shall be permitted for any given lot/parcel/tract to decrease the width of an established Water Quality Buffer Zone by up to half, provided that: (i) an offsetting increase in the width of the Water Quality Buffer Zone is provided elsewhere on that same lot/parcel/tract; (ii) there is sufficient elevation from the building sites on such lot/parcel/tract from the flood plain to mitigate any reasonable flooding issues; and (iii) such submittal shall only be approved if reviewed and recommended by the City Engineer with sufficient analysis being provided to establish equivalent protection within the same sub-basin. Further, development restrictions within any expanded Water Quality Buffer Zone shall be identical to those in the Water Quality Buffer Zone established in the applicable City development regulations.

### 3.2 Project Approvals & Entitlements:

**3.2.1 Conceptual Plan:** The City confirms that the Conceptual Plan attached as *Exhibit D* complies with the City's Master Plan and Interim Comprehensive Plan, and that the Conceptual Plan has been approved by all requisite City departments, boards and commissions and by the City Council. The City approves the land uses, densities, reservations of land for public purposes, exceptions, utility and roadway alignments and sizing and other matters shown on the Conceptual Plan. The City's execution of this Agreement shall be deemed to be the approval of the Conceptual Plan, *Exhibit D* on which the Preliminary Plats for development of the Land will be based.

**3.2.2 Phasing of Development:** The calculation of impervious cover, lot averaging and similar requirements shall be determined and calculated on a whole project basis. Each plat filed with the City shall contain a chart indicating the amount of impervious cover and LUE use required for the entire Land, the amount associated with prior platted areas and the amount associated with the area subject to such plat. The chart shall also show the average lot size computation for the Land as a whole and resulting from the plat and prior platted areas. Any portion of the Property may be replatted to change the use or designation of that previously platted portion so long as the entire platted portion of the Property meets the requirements of this Agreement, including impervious cover, lot averaging and similar requirements herein. So long as this Agreement remains in effect, such replatting shall be deemed controlled by this Agreement as if the same were an original platting of such replatted portions.

**3.3 Further Approvals:** Upon the Effective Date of this Agreement, Owners may develop the Land consistent with this Agreement. Any future approvals granted in writing by the City for such development will become a part of the Project Approvals.

- 3.4 Standard for Review:** The City's review and approval of any submissions by Owner will not be unreasonably withheld or delayed. The City will review any plans, plat or other filing by Owner in accordance with the applicable City's ordinances, state law and this Agreement. If any submittal is not approved, the City will provide written comments to Owner specifying in detail all of the changes that will be required for the approval of the submittal.
- 3.5 Approvals & Appeals:** The City acknowledges that timely City reviews are necessary for the effective implementation of Owner's development program. Therefore, the City agrees that it will comply with all statutory and internal City time frames for development reviews. The City further agrees that if, at any time, Owner believes that an impasse has been reached with the City staff on any development issue affecting the Project or if Owner wishes to appeal any decision of the City staff regarding the Project; then Owner may immediately appeal in writing to the City Council requesting a resolution of the impasse at the next scheduled City Council meeting, subject to compliance with all timetables required by the open meeting laws.
- 3.6 Concept Plan Amendments:**
- 3.6.1** Due to the fact that the Project comprises a significant land area and its development will occur in phases over a number of years, modifications to the Conceptual Plan may become necessary due to changes in market conditions or other factors. In order to provide flexibility with respect to certain details of the development of the Project, Owner may seek changes in the location and configuration of the residential and/or commercial use lots shown on the Conceptual Plan, including changes within the proposed residential, commercial or open space areas shown on the Conceptual Plan. Such changes will only require an administrative amendment to the Conceptual Plan so long as there are no increases to the density of the Land or adverse impacts to traffic, utilities, stormwater discharges, or water quality.
- 3.6.2** The City Administrator shall be responsible for consideration and approval of such administrative amendments to the Concept Plan. The City Administrator may defer such approval to the Planning and Zoning Commission and the City Council at the City Administrator's discretion. Further, minor changes that may impact traffic, utilities and stormwater discharges, and water quality, that are proposed for the Conceptual Plan that do not result in an increase in the overall density of development of the Land and which otherwise comply with the Applicable Rules and this Agreement may be approved by the Planning and Zoning Commission and the City Council. Similarly, minor variations of a preliminary plat or final plat from the Conceptual Plan that are approved by the City Administrator that do not increase the overall density of development of the Land or increase the overall Impervious Cover limit of thirty-five percent (35%), and which otherwise comply with the Applicable Rules, and this Agreement will not require an amendment to the Conceptual Plan.
- 3.7 Term of Approvals:** The Conceptual Plan and any preliminary plat or final plat approved pursuant to this Agreement will be effective for the longer of (i) the term of this Agreement unless otherwise agreed by the Parties or (ii) the term contained in the applicable subdivision ordinance.

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

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

#### ARTICLE 4. FINANCING DISTRICT

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

**4.4 Infrastructure Construction & Inspections:** Each District will be responsible for construction, operation and maintenance of all water, wastewater and drainage infrastructure within its boundaries, unless otherwise agreed to by Owner and the City. The City will have the right to review and approve all plans and specifications for such infrastructure during the Site Development Permit process, and to inspect all such infrastructure during construction and prior to acceptance for operation and maintenance. A copy of each set of approved plans and specifications and a copy of all inspection certificates will be filed with the City for review and approval. All water, wastewater, and drainage infrastructure within the Land shall be designed and built in accordance with the rules, regulations and specifications of the City and TCEQ, which rules, regulations and specifications are adopted as the governing rules, regulations and specifications for the water utility infrastructure constructed to serve the Project. All water, wastewater and drainage infrastructure within the Land shall be subject to City inspections and compliance with City Rules in effect at the time of inspection, as they may be amended from time to time, and TCEQ rules (TCEQ rules will control in the event of conflict). Fees for all inspections by the City or the City's designee under this section shall be paid by the District(s).

**4.5 Consent to Wastewater Discharge Facilities:** The City understands that the District(s) or corporation formed pursuant to Section 4.1 above, will apply to the TCEQ, or its successor agency, for a permit to treat and dispose wastewater generated by the development that is subject to this Agreement. The City reserves its right to comment on Owner's submission of such an application and order by the TCEQ.

## ARTICLE 5. AUTHORITY

### 5.1 Term:

**5.1.1 Initial Term.** The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years thereafter (“Initial Term”), unless sooner terminated under this Agreement; provided, however, this Agreement may be extended for a longer duration not to exceed an additional fifteen (15) years upon mutual agreement of the Parties.

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

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

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

**5.3 Applicable Rules:** As of the Effective Date, Owner has initiated the subdivision and development permit process for the Project. The City agrees that, in accordance with Chapter 245, *Texas Local Government Code*, the City will consider the approval of any further approvals necessary for the Project based solely on the Applicable Rules, as modified by the Project Approvals and this Agreement. Further, the City agrees that, upon the Effective Date, Owner has vested authority to develop the Land in accordance with the Applicable Rules, as modified by any exceptions contained in the Project Approvals and this Agreement.

**5.4 Right to Continue Development:** In consideration of Owner’s agreements hereunder, the City agrees that, during the term of this Agreement, it will not impose or attempt to impose: (a) any moratorium on building or development within the Project, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plans, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Project. No City-imposed moratorium, growth restriction, or other limitation affecting the rate, timing or sequencing of development or construction of all or any part of the Project will apply to the Land if such moratorium, restriction or other limitation conflicts with this Agreement or would have the effect of increasing Owner’s obligations or decreasing Owner’s rights and benefits under this Agreement. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and ETJ due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

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

**5.6 Cooperation:**

**5.6.1** The City and Owner each agrees to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

**5.6.2** The City agrees to cooperate with Owner in connection with any waivers or approvals Owner may desire or require to obtain from the County in connection with the development of the Land and a deferral of the County's plat and plan approval powers to the City for all plats and public infrastructure within the Project, other than roadway infrastructure that will be dedicated to the County for operation and maintenance after construction. Roads that will be dedicated to the County for operation and maintenance shall be subject to County review, inspection and approval prior to dedication to the County.

**5.6.3** The City acknowledges that the Owner and/or HOA may in the future seek State or federal grant matching funds to finance certain park, recreational and environmental facilities within the Project. The City agrees to cooperate with and support these efforts to obtain grant funding that do not interfere with or conflict with the City's efforts to secure similar funding, including entering into joint use agreements with the Owner and or HOA, in furtherance of the City's goal of making additional park, environmental and recreational facilities available to the area. Provided, however, that the City will have no financial obligation associated with this activity.

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

## ARTICLE 6. GENERAL PROVISIONS

### 6.1 Assignment & Binding Effect:

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

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

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

**6.2 Severability:** If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

**6.3 Governing Law, Jurisdiction & Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The parties acknowledge that this Agreement is performable in *Hays County*, Texas and hereby submit to the jurisdiction of the courts of that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.

**6.4 No Third Party Beneficiary:** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.

**6.5 Mortgagee Protection:** This Agreement will not affect the right of Owner to encumber all or any portion of the Land by mortgage, deed of trust or other instrument to secure financing for the Project. The City understands that a lender providing financing for the Project ("Lender") may require interpretations of or modifications to this Agreement and agrees to cooperate with Owner and its Lenders' representatives in connection with any requests for interpretations or modifications. The City agrees not to unreasonably withhold or delay its approval of any

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

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

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

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

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

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

**CITY:**

*Original:* City Administrator  
City of Dripping Springs  
P. O. Box 384  
Dripping Springs, Texas 78620  
Fax: (512) 858-5646

*Copy to:* Bojorquez Law Firm, PC  
Attention: Alan J. Bojorquez  
12325 Hymeadow Dr., Ste. 2-100  
Austin, Texas 78750  
Fax: (512) 250-0749

**OWNER:**

*Original:* Anarene Investments Ltd.  
c/o Graham Hill  
2800 JPMorgan Chase Tower  
600 Travis  
Houston, TX 77002  
Fax (713) 229-2618

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

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

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

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

STATE OF TEXAS §  
 COUNTY OF HAYS §

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

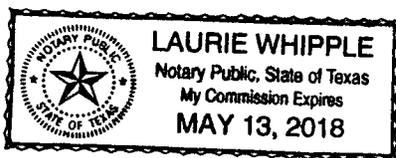
CITY OF DRIPPING SPRINGS:

By: [Signature]  
 Todd Purcell, Mayor

Date: 1/13/2015

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

[Signature]  
 Notary Public, State of Texas



STATE OF TEXAS  
COUNTY OF HAYS

§  
§  
§

**OWNER:**

Anarene Investments Ltd.  
a Texas limited partnership  
by its general partner:  
Anarene Management, LLC  
a Texas limited liability company

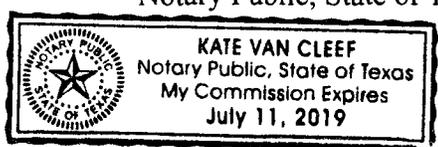
By: *J. Graham Hill*  
Title: Manager

Date: 8/13/2015

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

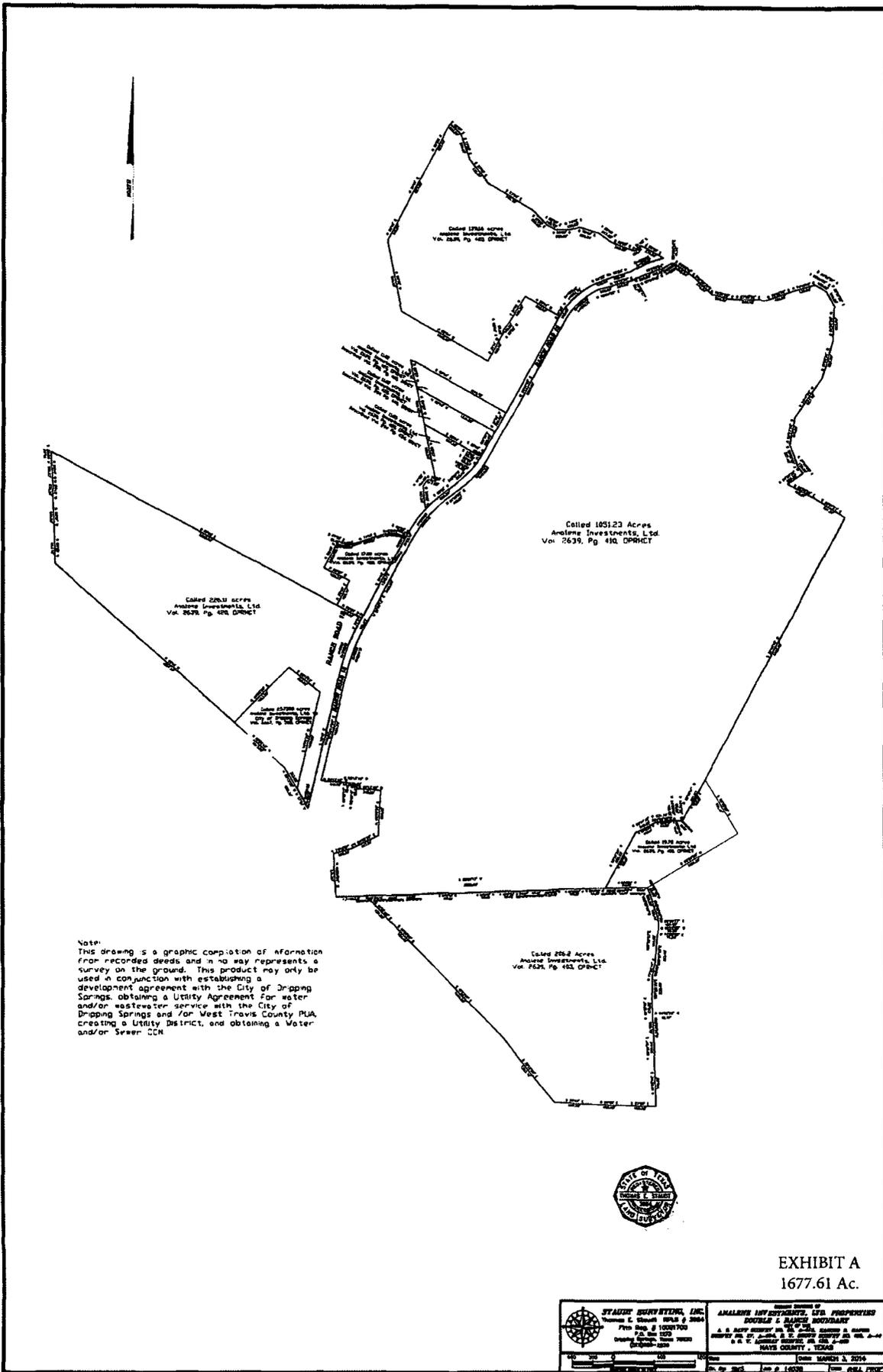


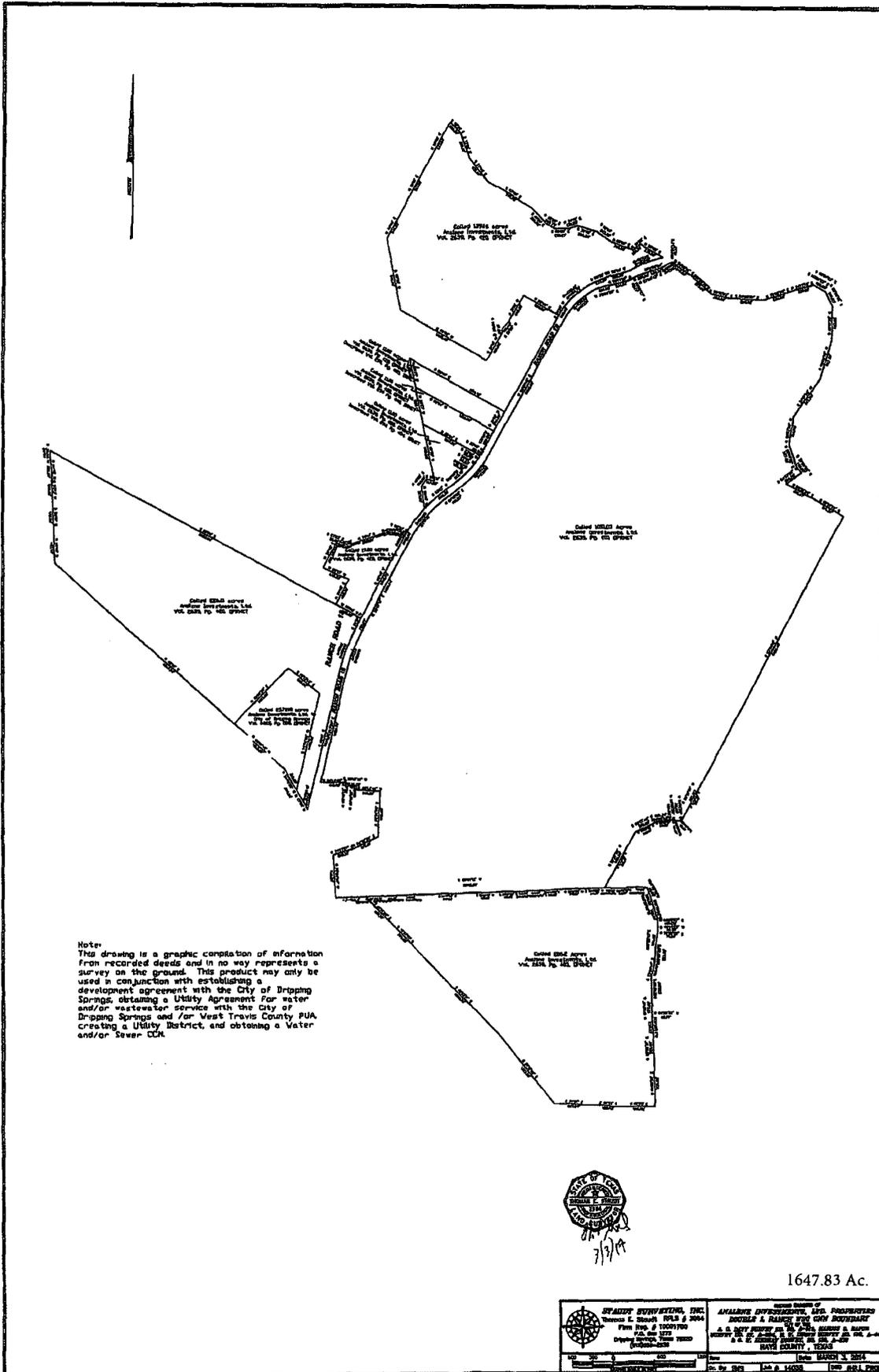
*Kate Van Cleef*  
Notary Public, State of Texas



Item 17.

*Exhibit A*  
*Description of the Land*





STATE OF TEXAS  
COUNTY OF HAYS

CALLED 1647.83 ACRES  
DOUBLE L RANCH WSC  
CCN BOUNDARY

DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

- 1) N 35° 19' 20" W, 1263.76 feet;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

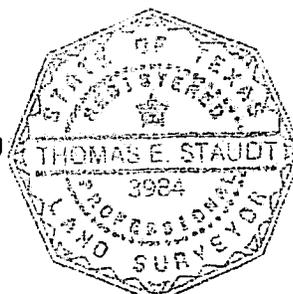
THENCE, with the northerly line of said 139.16 acre tract, the following thirteen (13) courses:

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

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

Description accompanied by drawing.

Prepared by: Staudt Surveying, Inc.  
 P.O. Box 1273  
 Dripping Springs, Texas 78620  
 512-858-2236  
 Firm Reg. No. 10091700



*Thomas E. Staudt*

Thomas E. Staudt Registered Professional Land Surveyor No. 3984

*3/3/19*  
 Date

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

*Exhibit A*

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

**BEGINNING** at a 1/2" iron stake found at a fence corner, a reentrant corner of said 1539.45 acres, a north corner of 291 1/2 acres conveyed from Fred J. Morris, et ux, to Cynosure Corporation by a Warranty Deed executed the 6<sup>th</sup> day of February, 1973, and recorded in Volume 258 at Page 123 of the Deed Records of Hays County, Texas; which point bears 6662.22 ft. N29°40'51"W. from a 60'd nail set in a rock mound found at or near the southeast corner of said Survey No. 136;

**THENCE**, along or near a fence, with the common line between said 1539.45 and 291 1/2 acres, S60°36'50"W., 1551.06 ft. to a 1/2" iron pipe found for the north common corner between said 291 1/2 acres and 206.2 acres conveyed from Jaye Wright, Trustee, to John Luke Hill, Jr., by a Warranty Deed executed the 3<sup>rd</sup> day of July, 1990, and recorded in Volume 852 at Page 247 of the Official Public Records of Hays County, Texas;

**THENCE**, along or near a fence (along and possibly overlapping ±0.03 acre of said 206.2 acres), with the south line of said 1539.45 acres, N89°16'39"W., 614.05 ft. to a 1/2" iron pipe found at a fence corner for the most westerly corner of said 1539.45 acres, a southeast corner of 1051.23 acres conveyed from John L. Hill, Jr., et ux, to Melinda Hill Perrin, et al, by a Warranty Deed executed the 31<sup>st</sup> day of December, 1999, and recorded in Volume 1619 at Page 471 of the Official Public Records of Hays County, Texas;

**THENCE**, along or near a fence, with the common line between said 1539.45 and 1051.23 acre tracts, N30°04'19"E., at approximately 493 ft. passing 10 ft. S60°E. from a fence angle post, then continuing not along a fence for a total distance of 932.29 ft. to a 1/2" iron stake found in the bed of a creek; N65°02'34"E., along the creek bed, 345.19 ft. to a 1/2" iron stake set in an X found marked on rock; N85°37'07"E., 231.56 ft. to a found 1/2" iron stake; S82°33'09"E., 101.97 ft. to a set 1/2" iron stake; N73°02'04"E., 55.50 ft. to a set 1/2" iron stake; N29°57'45"E., at approximately 63 ft. crossing a fence, at approximately 68 ft. passing approximately 9 ft. N60°W. from a fence angle post, at approximately 135 ft. passing approximately 3 ft. N60°W. from a fence angle post, then continuing along or near a fence for a total distance of 681.05 ft. to a 1/2" iron stake found in a rock mound for the north corner of the herein described tract;

**THENCE**, upon, over and across said 1539 45 acres, S29°36'26"E., 931.41 ft. to the **PLACE OF BEGINNING**.

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

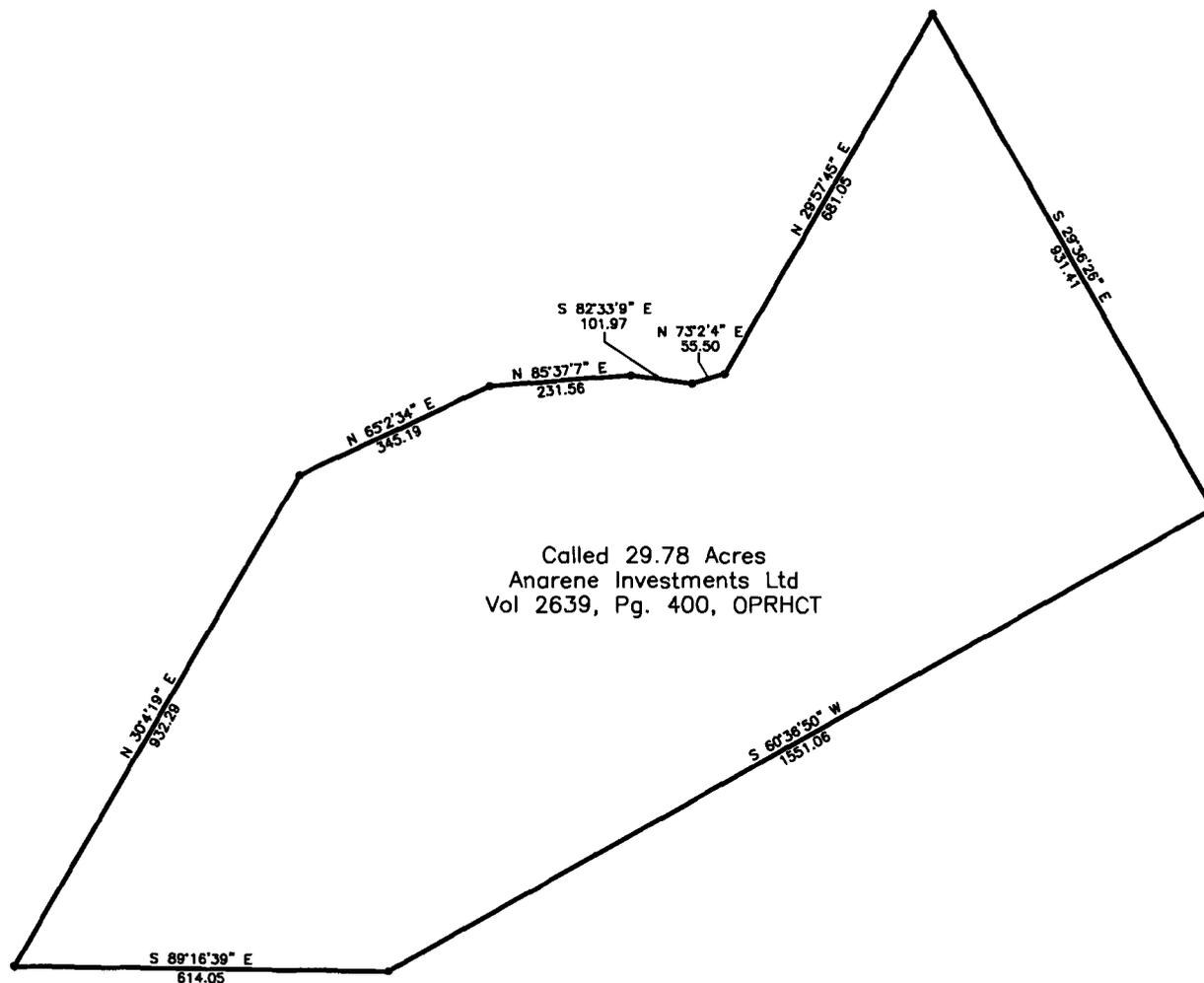


Dates surveyed: March 2<sup>nd</sup> thru March 17<sup>th</sup> and April 9<sup>th</sup>, 2004  
Dated this 4<sup>th</sup> day of May, 2004

*Mike A. Grogan*  
Registered Professional Land Surveyor No. 5296

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

Filed for Record in:  
Hays County  
On: Mar 03, 2005 at 10:36A  
Document Number: 05005564  
Amount: 18.00  
Receipt Number - 119751  
By:  
Lynn Curry, Deputy  
Lee Carlisle, County Clerk  
Hays County



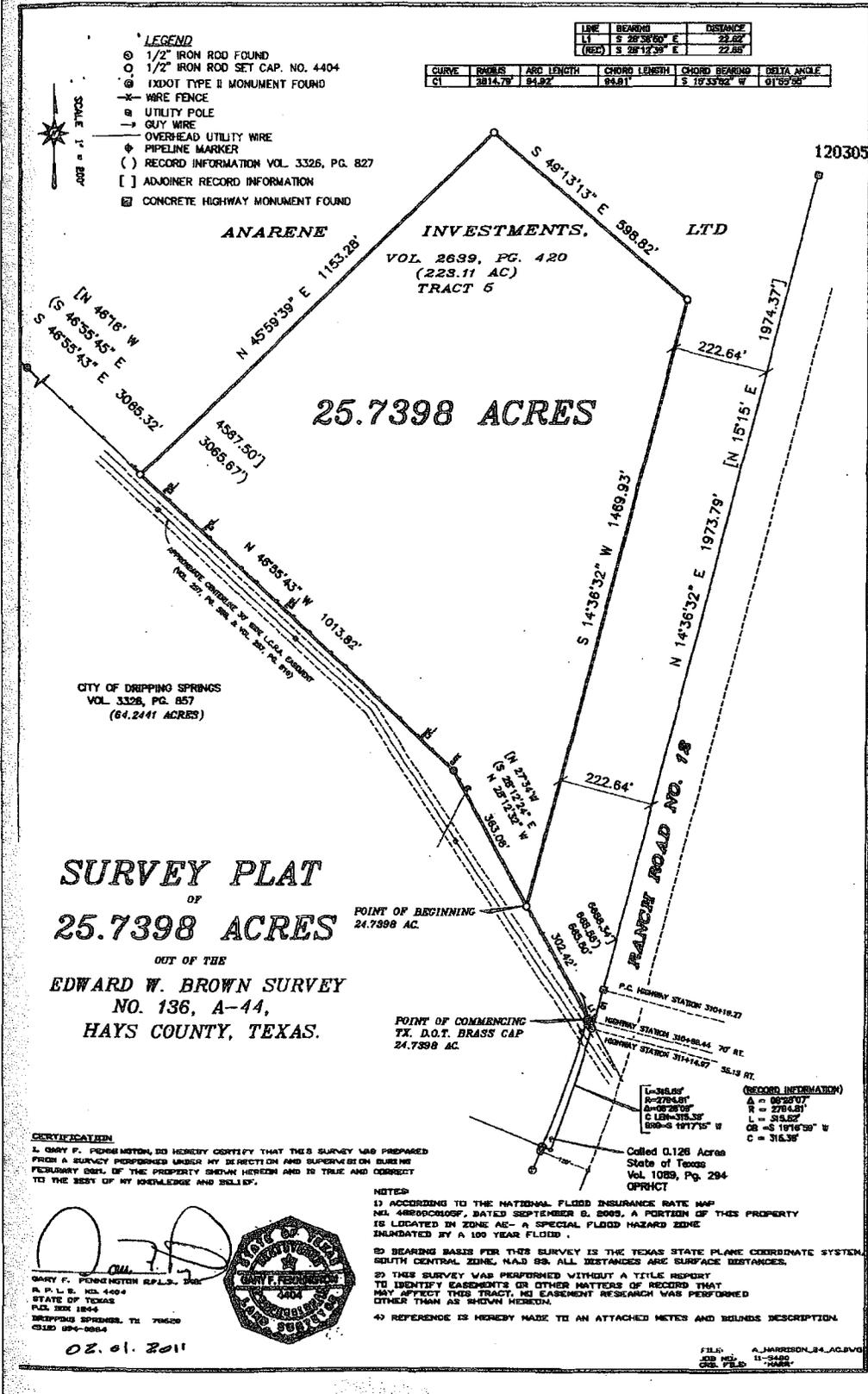
Called 29.78 Acres  
 Anarene Investments Ltd  
 Vol 2639, Pg. 400, OPRHCT

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



Item 17.

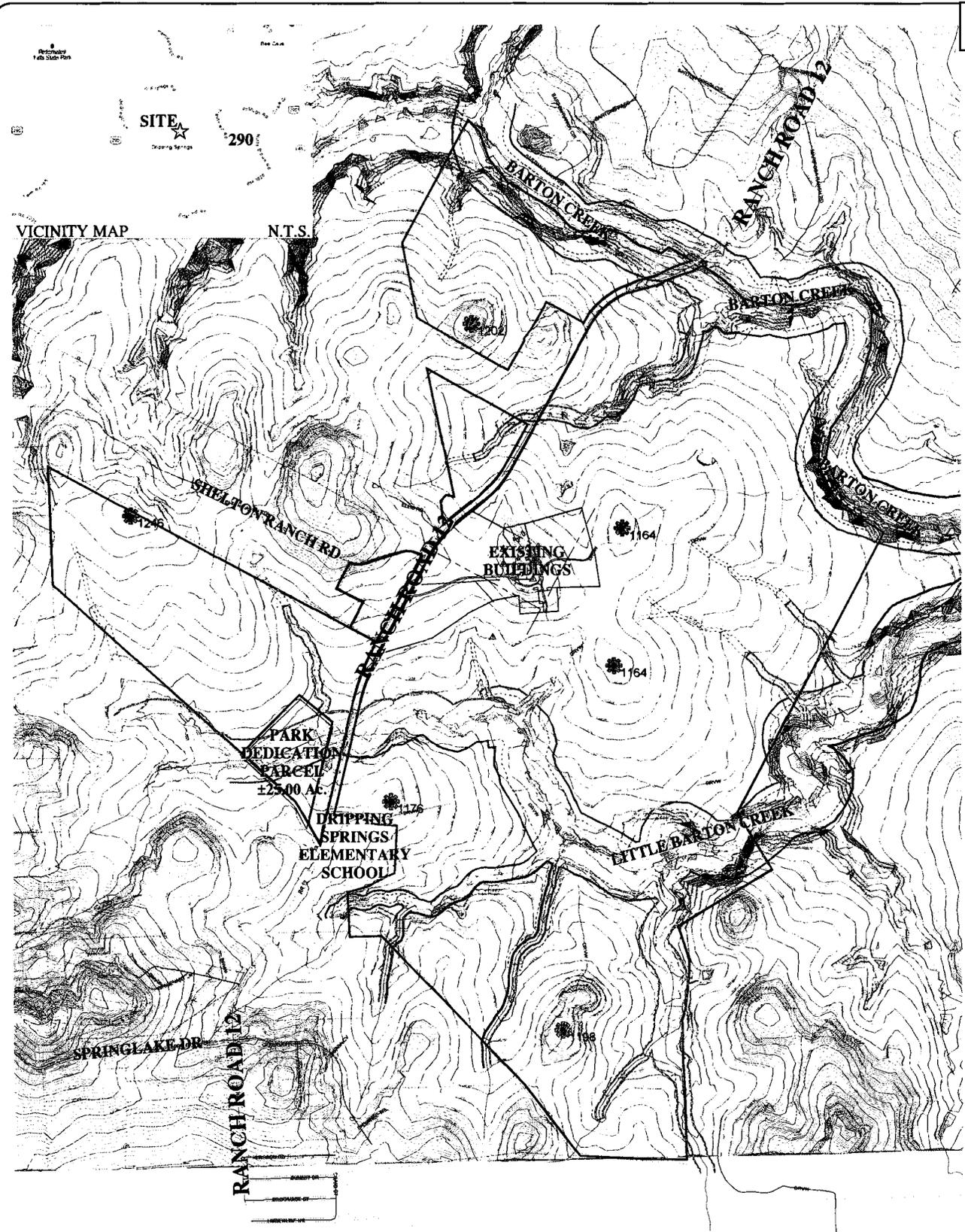
*Exhibit B*  
*Survey of Parkland*



Bk OPR 12030588  
Vol 4467  
Pg 498

PARKLAND DEDICATION  
PARCEL  
EXHIBIT B  
12.16.14

Exhibit C - Hill Tops Preservation



Color	Layer	Legend Range Beg.	Range End	Percent	Area
□	SLOPE - VERY SLIGHT	0.00	8.00	81.3	99609670.23
	SLOPE - SLIGHT	8.00	15.00	13.0	9548315.99
	SLOPE - MODERATE	15.00	25.00	4.1	3040606.34
	SLOPE - SEVERE	25.00	35.00	1.0	724870.89
■	SLOPE - VERY SEVERE	35.00	100.00	0.5	401559.76

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

**HILL TOPS PRESERVATION**

**EXHIBIT C**  
12.1.14

SCALE: 1" = 600'



Item 17.

*Exhibit D*  
*Concept Plan*



**LAND USE SUMMARY**

Commercial/Retail.....	±83.55 Ac.
Employment Business Center.....	±155.88 Ac.
Mixed-Use Community Center.....	±64.19 Ac.
Mixed-Use Residential.....	±138.49 Ac.
Single Family.....	±692.11 Ac.
Single Family Estate.....	±156.62 Ac.
Development Parcel Total	±1,290.84 Ac.
Proposed Roads	±67.41 Ac.
Open Space	±244.56 Ac.
Floodplain	±74.80 Ac.
<b>Total</b>	<b>±1,677.61 Ac.</b>

**GENERAL NOTES:**

- 1) This plan is conceptual in nature and subject to change.
- 2) Proposed land uses may be revised and/or transferred to other portions of this conceptual plan.
- 3) Roadway stub outs have been provided except where topographic or land ownership constraints prohibit connectivity to other parcels.
- 4) Water quality buffer zones indicated by dashed lines may be altered in accordance with the development agreement.

**LEGEND:**

- Water Quality Buffer Zone
- Floodplain
- Fish & Wildlife Buffer

**CONCEPTUAL MASTER PLAN**

**EXHIBIT D**  
11.7.14

SCALE: 1" = 600'  
THE BOUNDARY USED FOR THIS ANALYSIS IS APPROXIMATE

Item 17.

*Exhibit E*  
*Variance List*

**EXHIBIT E**  
November 6, 2014

<b>EXHIBIT E - LIST OF VARIANCES &amp; ALTERNATIVE STANDARDS</b>					
<b>#</b>	<b>Ordinance</b>	<b>Description</b>	<b>Requirement</b>	<b>Requested Variance</b>	<b>Justification</b>
<i>Chapter 22, Water Quality Protection</i>					
1	22.05.016(a)(2)	Maximum Impervious Cover	Sets maximum impervious cover for site development plans within the Edwards Aquifer contributing zone and the ETJ to 35%	Maximum impervious cover for all site development plans within the Edwards Aquifer will be as tabulated in Section 3.1.4 of the Agreement.	Overall project impervious cover to be 35% maximum.
<i>Chapter 23, Zoning</i>					
2	3.11.4(a),(2)&(3)	Lot Widths and Depths	Width = 100' Depth = 150'	For Residential Use: Width = 50' Depth = 120'	For Residential Use: Width = 50' Depth = 120'
<i>Chapter 28, Subdivisions and Site Development</i>					
3	(Exhibit A), 11.21.1	Residential block lengths	Shall not exceed one thousand two hundred (1,200) feet between centerlines of street intersections	Shall not exceed three thousand (3,000) feet between centerlines of street intersections as per Conceptual Plan due to topography	To respond to topographic conditions.
4	(Exhibit A), 14.6	Minimum Lot Sizes	For lots using surface water and public wastewater system is 0.75 acres	For lots using surface water and public wastewater system is 6,000 square feet	To have the ability to respond to evolving and diversified housing market. To provide a variety of housing types with variety of lot sizes.
5	Section 5.4.3 Dripping Springs	Construction and installation of required public improvements and City utilities	Requires construction and installation of required public improvements & City utilities prior to approval of final plat	Fiscal security not required prior to final plat approval provided the owner agrees to construct improvements in a manner approved by the City Engineer.	Provide necessary flexibility for platting a large scale development.
<i>TCSS</i>					
6	Section 2.3.2, Hays Cnty Dev. Regs Table 721.02	Minimum Centerline Radius	Urbanized Local = 200 feet Minor Collector = 375 feet Major Collector = 675 feet Minor Arterial = 975 feet	Urbanized Local = 180 feet Minor Collector = 300 feet Major Collector = 500 feet Minor Arterial = 500 feet	Complies with AASHTO standards relative to proposed design speeds. Preserves natural character by minimizing impacts to existing topography.
7	Section 2.3.2, Hays Cnty Dev. Regs Table 721.02	Minimum Tangent Length	Major Collector = 300 feet Minor Arterial = 500 feet	Major Collector = 150 feet Minor Arterial = 200 feet	Complies relative to proposed design speed.

*Exhibit F*  
*Approved Plant List*

## EXHIBIT F

### Approved Plant List

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

\*\*\*\* Electronically Filed Document \*\*\*\*

Hays County Texas  
Liz Q. Gonzalez  
County Clerk

Document Number: 2012-12030401  
Recorded As : ELECTRONIC RECORDING

Recorded On: October 23, 2012  
Recorded At: 01:04:25 pm  
Number of Pages: 27  
Book-VI/Pg: Bk-OPR VI-4466 Pg-327  
Recording Fee: \$116.00

Parties:

Direct- DRIPPING SPRINGS CITY OF  
Indirect- ANARENE INVESTMENTS LTD

Receipt Number: 318115  
Processed By: Lynn Curry

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

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



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

*Liz Q. Gonzalez*

Liz Q. Gonzalez, County Clerk

Hays County  
Liz Q. Gonzalez  
County Clerk  
San Marcos, Texas 78666

Item 17.



70 2012 12030538

Instrument Number: 2012-12030538

As

Recorded On: October 23, 2012

OPR RECORDINGS

Parties: DRIPPING SPRINGS CITY OF

Billable Pages: 26

To ANARENE INVESTMENTS LTD

Number of Pages: 27

Comment:

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

OPR RECORDINGS	116.00
Total Recording:	116.00

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

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

File Information:

Document Number: 2012-12030538  
Receipt Number: 318215  
Recorded Date/Time: October 23, 2012 04:24:12P  
Book-Vol/Pg: BK-OPR VL-4467 PG-477  
User / Station: L Curry - Cashering #1

Record and Return To:

BAKER & ROBERTSON  
P.O BOX 718  
DRIPPING SPRINGS TX 78620



State of Texas |  
County of Hays

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

*Liz Q. Gonzalez*

Liz Q. Gonzalez, County CLerk

Draft "E"

DEVELOPMENT AGREEMENT  
FOR ANARENE INVESTMENTS TRACT

STATE OF TEXAS §  
COUNTY OF HAYS §

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

RECITALS:

WHEREAS, Owner has approximately 1,696 acres of land (the "Land") located within the extraterritorial jurisdiction (ETJ) of the City and in Hays County, Texas (the "County"), which is more fully described on *Exhibit A* attached hereto and incorporated herein for all purposes; and

WHEREAS, Owner intends to develop the Land as a master-planned community that will include residential and commercial uses, together with open space to benefit the residents and property owners of the community, as well as other residents of the City, the City's ETJ, and the County. In this Agreement, the Land, as it will be developed, is sometimes referred to as the "Project;" and

WHEREAS, the City is located in a rapidly growing area of the County and new construction and land development will impact the future character of the City; and

WHEREAS, the City has adopted a Comprehensive Plan to guide the City in planning for future growth and development, and the City Council finds that this Agreement is consistent with the Comprehensive Plan; and

WHEREAS, the City has determined that development agreements with developers of master-planned communities such as the Project will benefit the City by establishing land use controls; providing for the construction of appropriate and necessary utility, roadway and drainage infrastructure; encouraging economic development; protecting the environment; preserving native habitat and endangered species; and promoting the welfare of the citizens of the City and its ETJ; and

WHEREAS, the City and Owner are striving to achieve balance between the pressures of urbanization and the shared desires to protect the public safety, and conserve the hill country scenery and native habitat; and

**WHEREAS**, this Agreement grants Owner a measure of predictability in terms of applicable municipal regulations and development fees; and

**WHEREAS**, this Agreement grants the City the public benefits related to the application of certain municipal regulations in the ETJ, including lighting regulations; and

**WHEREAS**, Owner and the City wish to enter into this Agreement to provide an alternative to the City's typical regulatory process for development; encourage innovative and comprehensive master-planning of the Land; provide a level of certainty of regulatory requirements throughout the term of this Agreement; and provide assurances of a high-quality development that will benefit the present and future residents of the City, the City's ETJ and the County; and

**WHEREAS**, the City is statutorily authorized to enter into such contracts with owners of property located in the City's ETJ pursuant to Texas Local Government Code Section 212.172; and

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

#### **ARTICLE 1. DEFINITIONS**

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

**1.2 Applicable Rules:**

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

**1.3 City:** The City of Dripping Springs, an incorporated Type A, general-law municipality located in Hays County, Texas.

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

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

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

## ARTICLE 2. PUBLIC BENEFITS, INFRASTRUCTURE & AMENITIES

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

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

### ARTICLE 3. PROPERTY DEVELOPMENT

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

### ARTICLE 4. FINANCING DISTRICT

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

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

## ARTICLE 5. AUTHORITY

## 5.1 Term:

**5.1.1 Initial Term.** The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years thereafter ("Initial Term"), unless sooner terminated under this Agreement; provided, however, this Agreement may be extended for a longer duration not to exceed an additional fifteen (15) years upon mutual agreement of the Parties.

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

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

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

**5.3 Applicable Rules:** As of the Effective Date, Owner has initiated the subdivision and development permit process for the Project. The City agrees that, in accordance with Chapter 245, *Texas Local Government Code*, the City will consider the approval of any further approvals necessary for the Project based solely on the Applicable Rules, as modified by the Project Approvals and this Agreement. Further, the City agrees that, upon the Effective Date, Owner has vested authority to develop the Land in accordance with the Applicable Rules, as modified by any exceptions contained in the Project Approvals and this Agreement.

**5.4 Right to Continue Development:** In consideration of Owner's agreements hereunder, the City agrees that, during the term of this Agreement, it will not impose or attempt to impose: (a) any moratorium on building or development within the Project, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plans, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Project. No City-imposed moratorium, growth restriction, or other limitation affecting the rate, timing or sequencing of development or construction of all or any part of the Project will apply to the Land if such

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

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

**5.6 Cooperation:**

**5.6.1** The City and Owner each agrees to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

**5.6.2** The City agrees to cooperate with Owner in connection with any waivers or approvals Owner may desire or require to obtain from the County in connection with the development of the Land and a deferral of the County's plat and plan approval powers to the City for all plats and public infrastructure within the Project, other than roadway infrastructure that will be dedicated to the County for operation and maintenance after construction. Roads that will be dedicated to the County for operation and maintenance shall be subject to County review, inspection and approval prior to dedication to the County.

**5.6.3** The City acknowledges that the Owner and/or HOA may in the future seek State or federal grant matching funds to finance certain park, recreational and environmental facilities within the Project. The City agrees to cooperate with and support these efforts to obtain grant funding that do not interfere with or conflict with the City's efforts to secure similar funding, including entering into joint use agreements with the Owner and or HOA, in furtherance of the City's goal of making additional park, environmental and recreational facilities available to the area. Provided, however, that the City will have no financial obligation associated with this activity.

**5.7 Litigation:** In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Owner and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the City Council. Owner

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

## ARTICLE 6. GENERAL PROVISIONS

### 6.1 Assignment & Binding Effect:

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

6.2 **Severability:** If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

6.3 **Governing Law, Jurisdiction & Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The parties acknowledge that this Agreement is performable in *Hays County*, Texas and hereby submit to the jurisdiction of the courts of that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.

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

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

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

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

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

**CITY:**

*Original:* City Administrator  
City of Dripping Springs  
P. O. Box 384  
Dripping Springs, Texas 78620  
Fax: (512) 858-5646

*Copy to:* Bojorquez Law Firm, LLP  
Attention: Alan J. Bojorquez  
12325 Hymeadow Dr., Ste. 2-100  
Austin, Texas 78750  
Fax: (512) 250-0749

**OWNER:**

*Original:* Anarene Investments Ltd.  
c/o Graham Hill  
2800 JPMorgan Chase Tower  
600 Travis  
Houston, Texas 77002  
Phone: (713) 226-1301  
Fax: (713) 229-2618

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

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

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

- Exhibit A - Description of the Land
- Exhibit B - Metes and Bounds Description of Parkland, and a survey
- Exhibit C - Form of Deed



STATE OF TEXAS

§  
§  
§

COUNTY OF HAYS

**OWNER:**

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

Anarene Management, LLC  
a Texas limited liability company

By: *Graham Hill*  
Title: Manager

Date: 9/6/11

This instrument was acknowledged before me of this 6 day of September, 2011 by *Graham Hill* Manager of Anarene Management, LLC, a Texas limited liability company, which is the general partner of Anarene Investments, Ltd., a Texas limited partnership, on behalf of said limited partnership.

*Deeann M. Jones*  
Notary Public, State of Texas

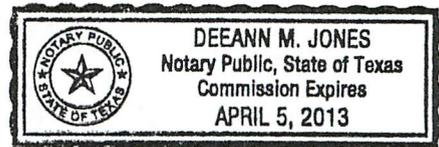


EXHIBIT "A"

	Bk	Vol	Pg
12030538	OPR	4467	493

Description of Land

**THIS PAGE LEFT INTENTIONALLY BLANK FOR  
RECORDING PURPOSES**



EXHIBIT "B"

Description of parkland tract

**THIS PAGE LEFT INTENTIONALLY BLANK FOR  
RECORDING PURPOSES**

**THIS PAGE LEFT INTENTIONALLY BLANK FOR  
RECORDING PURPOSES**

STATE OF TEXAS  
 COUNTY OF HAYS

25.7398 ACRES

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

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

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

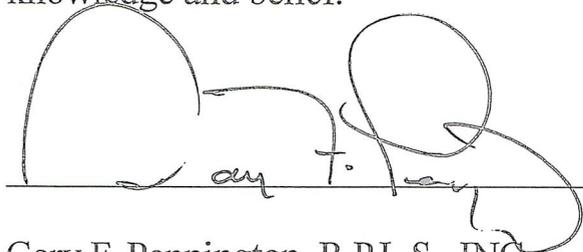
- 1) N 28°12'32"W, a distance of 363.08 feet to a ½ inch iron rod found for an angle point, and
- 2) N 46°55'43"W, a distance of 1013.82 feet to a ½ inch iron rod with cap set no. 4404 for the most westerly corner of the herein described 25.7398 acre tract;

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

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

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

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

 02-01-2011

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





EXHIBIT "C"

Form of Deed

	Bk	Vol	Pg
12030538	OPR	4467	499

**THIS PAGE LEFT INTENTIONALLY BLANK FOR  
RECORDING PURPOSES**

**THIS PAGE LEFT INTENTIONALLY BLANK FOR  
RECORDING PURPOSES**

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

**SPECIAL WARRANTY DEED**

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

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

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

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

EXECUTED this \_\_\_ day of \_\_\_\_\_, 2011.

GRANTOR:  
Anarene Investments Ltd.  
a Texas limited partnership  
by its general partner:  
    Anarene Management, LLC  
    a Texas limited liability company

By: \_\_\_\_\_  
Title: Manager

Grantee's Address:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF TEXAS                   §  
  §  
COUNTY OF HAYS               §

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2011 by \_\_\_\_\_, manager of Anarene Management, LLC, a Texas limited liability company which is the general partner of Anarene Investments Ltd., a Texas limited partnership, on behalf of said limited partnership.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: \_\_\_\_\_

EXHIBIT "A"

Legal description of parkland tract

12030538 Bk Vol Pg  
OPR 4467 502

**THIS PAGE LEFT INTENTIONALLY BLANK FOR  
RECORDING PURPOSES**

## EXHIBIT "B"

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

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



**DRIPPING SPRINGS**  
Texas

August 13, 2021

**NOTICE OF PUBLIC HEARING FOR A DEVELOPMENT AGREEMENT  
APPLICATION CASE #: DA2020-0002: ANARENE/DOUBLE L AMENDED  
DEVELOPMENT AGREEMENT**

*You are receiving this notice because according to the Hays Central Appraisal District's property tax rolls, you own property within 300 feet of property that is the subject of a proposed application for DA2020-0002 Anarene/Double L Amended and Restated Development Agreement.*

Public Hearings will be held at the City of Dripping Springs Planning & Zoning Commission meeting at 6:30 p.m. on August 24, 2021 and at the City Council meeting at 6:00 p.m. on September 7, 2021 at Dripping Springs City Hall, 511 Mercer Street, Dripping Springs, Texas, to consider an amended and restated development agreement for Anarene/Double L, located along RR12 and north of US 290 of approximately 1675 acres. Legal Descriptions: (A0044 - Edward W Brown & A0394 M D Raper Surveys, Tr 1, ACRES 223.556) (ABS 415 & 44 PHILLIP A SMITH & E BROWN 206.2 AC) (A0044 EDWARD W BROWN SURVEY, ACRES 29.78) (A0044 A0044 - Edward W Brown Survey, ACRES 5.95) (A0044 A0044 - Edward W Brown Survey, ACRES 3.08) (A0044 A0044 - Edward W Brown Survey, ACRES 10.04) (A0044 A0044 - Edward W Brown Survey, ACRES 17.12) (A0394 M D RAPER & A0148 ANTHONY DAVY & EDWARD W BROWN SURVEYS, ACRES 736.81) (A0394 M D RAPER SURVEY, ACRES 1.31) (A0148 ANTHONY G DAVY SURVEY, ACRES 2.3) (A0148 ANTHONY G DAVY SURVEY, ACRES 2.304) (A0044 A0044 - Edward W Brown Survey, ACRES 37.593) A0394 A0394 - M D Raper Survey, ACRES 10.103, DIRECTOR'S LOT) (ABS 289 GEO W LINDSEY SURVEY 200.552 AC GEO#90400862) (AB 0289 GEO W LINDSEY 17.80 AC GEO#90400892) (AB 0289 GEO W LINDSEY 17.80 AC GEO#90400892) (ABS 148 A G DAVEY SURVEY 11.05 AC GEO#90400459) (A0149 JOAN/JEAN DARRIGAND SURVEY, ACRES 29.825). This 1,675.094 acre development will include land use such as single family, multi-family, office, and commercial space. This is an amendment to an existing development agreement to increase the number of residential units, change the amount and location of commercial uses, and modify open space and parkland.

When City Hall is open, the proposed development agreement application is available for viewing at Dripping Springs City Hall, 511 Mercer Street, during regular business hours: 8:00 a.m. to 5:00 p.m., Monday through Friday. If City Hall is closed to visitors during this period, you can request review of any documents by emailing [planning@cityofdrippingsprings.com](mailto:planning@cityofdrippingsprings.com). If City Hall is closed to visitors on the day of the meeting, or the meeting is virtual for another reason, the City will post this information on its website at [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com) so that the public may have access to the meeting. Comments regarding this project may be emailed to

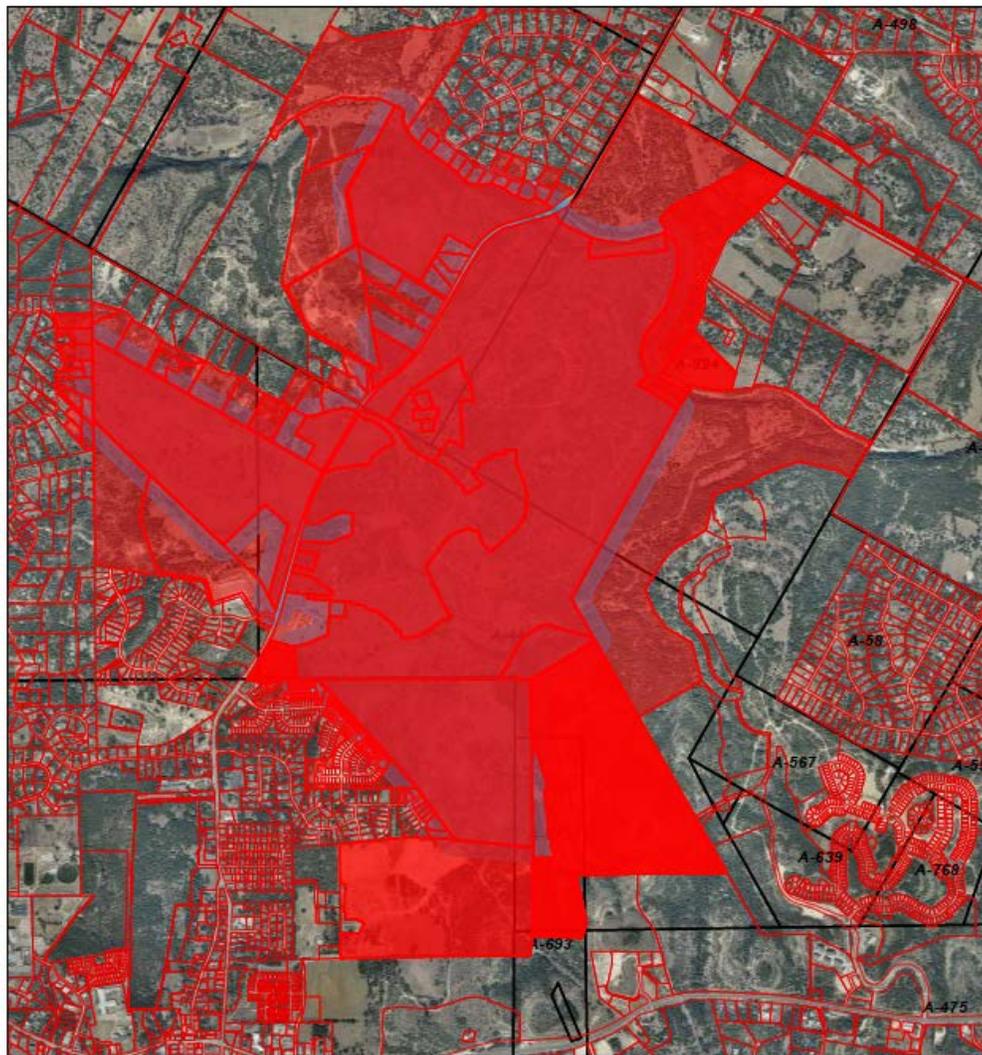
*Open spaces, friendly faces.*



# DRIPPING SPRINGS Texas

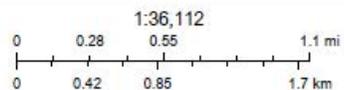
[planning@cityofdrippingsprings.com](mailto:planning@cityofdrippingsprings.com) or mailed to PO Box 384, Dripping Springs, TX 78620. Comments received by August 20, 2021, will be included in agenda packets for the meetings. For more information call City Hall at (512) 858-4725.

## DA2020-0002 Anarene 300' Buffer Notification Map



7/29/2021, 6:32:27 PM

-  Abstracts
-  Override 1
-  Parcels



© OpenStreetMap (and) contributors, CC-BY-SA

*Open spaces, friendly faces.*

# San Marcos Publishing, LP Wimberley View • Century News

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

Received

JUL 29 2021

State of Texas  
County of Hays

City of Dripping Springs

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

My name is Dalton Sweat, and I am the General Manager, of the The Wimberley View & The Dripping Springs Century News, a newspaper of general circulation in Hays County, Texas, and a newspaper which has been regularly and continuously published in Wimberley, Hays County, Texas, for a period of more than one year immediately preceding the date of publications of the following, and that the said notice, a copy of which follows, was published in the regular edition of said newspaper for a period of 1 week on the following dates:

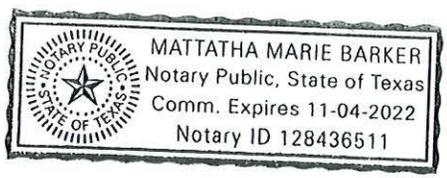
- July 29, 2021
- 2021
- 2021
- 2021

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

[Signature]  
\_\_\_\_\_  
Signature of Affiant

Subscribed and Sworn to me, by the said General Manager Dalton Sweat this 29th day of July, 2021 to certify which witness my hand and seal of office.

Mattatha Marie Barker  
\_\_\_\_\_  
NOTARY PUBLIC in and for Hays County, Texas



**CITY OF DRIPPING SPRINGS  
NOTICE OF PUBLIC HEARING  
FOR A DEVELOPMENT AGREEMENT  
APPLICATION CASE #: DA2020-0002  
ANARENE/DOUBLE L AMENDED DEVELOPMENT  
AGREEMENT**

A public hearing will be held at the City of Dripping Springs Planning & Zoning Commission meeting at 6:30 p.m. on August 24, 2021 and at the City Council meeting at 6:00 p.m. on September 7, 2021 at Dripping Springs City Hall, 511 Mercer Street, Dripping Springs, Texas, to consider an amended and restated development agreement for Anarene/Double L, located along RR12 and north of US 290 of approximately 1675 acres. Legal Descriptions: (A0044 - Edward W Brown & A0394 M D Raper Surveys, Tr 1, ACRES 223.556) (ABS 415 & 44 PHILLIP A SMITH & E BROWN 206.2 AC) (A0044 EDWARD W BROWN SURVEY, ACRES 29.78) (A0044 A0044 - Edward W Brown Survey, ACRES 5.95) (A0044 A0044 - Edward W Brown Survey, ACRES 3.08) (A0044 A0044 - Edward W Brown Survey, ACRES 10.04) (A0044 A0044 - Edward W Brown Survey, ACRES 17.12) (A0394 M D RAPER & A0148 ANTHONY DAVY & EDWARD W BROWN SURVEYS, ACRES 736.81) (A0394 M D RAPER SURVEY, ACRES 1.31) (A0148 ANTHONY G DAVY SURVEY, ACRES 2.3) (A0148 ANTHONY G DAVY SURVEY, ACRES 2.304) (A0044 A0044 - Edward W Brown Survey, ACRES 37.593) A0394 A0394 - M D Raper Survey, ACRES 10.103, DIRECTOR'S LOT) (ABS 289 GEO W LINDSEY SURVEY 200.552 AC GEO#90400862) (AB 0289 GEO W LINDSEY 17.80 AC GEO#90400892) (AB 0289 GEO W LINDSEY 17.80 AC GEO#90400892) (ABS 148 A G DAVEY SURVEY 11.05 AC GEO#90400459) (A0149 JOAN/JEAN DARRIGAND SURVEY, ACRES 29.825). This 1,675.094 acre development will include land use such as single family, multi-family, office, and commercial space. This is an amendment to an existing development agreement to increase the number of residential units, change the amount and location of commercial uses, and modify open space and parkland.

When City Hall is open, the proposed development agreement application is available for viewing at Dripping Springs City Hall, 511 Mercer Street, during regular business hours: 8:00 a.m. to 5:00 p.m., Monday through Friday. If City Hall is closed to visitors during this period, you can request review of any documents by emailing [planning@cityofdrippingsprings.com](mailto:planning@cityofdrippingsprings.com). If City Hall is closed to visitors on the day of the meeting, or the meeting is virtual for another reason, the City will post this information on its website at [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com) so that the public may have access to the meeting. Comments regarding this project may be emailed to [planning@cityofdrippingsprings.com](mailto:planning@cityofdrippingsprings.com) or mailed to PO Box 384, Dripping Springs, TX 78620. Comments received by August 20, 2021, will be included in agenda packets for the meetings. For more information call City Hall at (512) 858-4725.

**FIRST AMENDMENT TO  
WASTEWATER UTILITY SERVICE AND FEE AGREEMENT**

This First Amendment to the Wastewater Utility Service and Fee Agreement (the “First Amendment”) is entered into by and between the City of Dripping Springs, Texas (the “City”) a Type A General Law City located in Hays County, Texas, and Double L Development, LLC, a Texas limited liability company (“Developer”). All capitalized words contained in this First Amendment shall have the same meaning as those in the Original Agreement unless otherwise described herein.

**RECITALS:**

- A. Effective December 11, 2018, City and Developer entered into that certain Wastewater Utility Service and Fee Agreement (the “Original Agreement”).
- B. Developer and City have contemplated certain changes to the Proposed Development as reflected by the Development Agreement for the Proposed Development.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and Developer agree to amend the Original Agreement as follows:

- 1. Wherever the number “1710” is used in the Original Agreement, that number shall be amended to be “3393”.
- 2. Wherever the word “Owner” is used in the Original Agreement, that word shall be amended to be “Developer.”
- 3. RECITALS, A. is deleted in its entirety and the following is substituted therefor:
  - A. Developer is developing approximately 1675.094 acres of Land in Hays County, Texas adjacent to RR 12 as described in **Exhibit A** attached, and the approximately 2.066 acres described in **Exhibit A-1** in the event such land is acquired by Developer or related entity.
- 4. Section 1.13 is deleted in its entirety and the following are substituted therefor:
  - 1.13 Land.** Approximately 1675.094 acres of land, in Hays County, Texas, more fully described on **Exhibit A**, attached, and the approximately 2.066 acres described in **Exhibit A-1** in the event such land is acquired by Developer or a related entity.
- 5. Section 2.4 is added to the Agreement as follows:
  - 2.4 Scalping Plant.** The Developer may construct or lease at its own cost a Reclaimed Water Production Facility and associated disposal facilities (“Scalping

Plant”) to treat and reuse as many LUEs as are authorized by this Agreement pursuant to Subchapter P, Chapter 321 of Title 30 of the Texas Administrative Code. Developer is entitled, at no cost, to all reuse water from the Scalping Plant generated by the Proposed Development. The water produced and used by the Scalping Plant will be utilized only on the Land. Except for monitoring costs associated with MBR plants, City will fund the ongoing operations and maintenance of the Scalping Plant through its collection of retail wastewater charges to retail customers. Developer will fund all other aspects of the Scalping Plant, including costs for preparation and filing of the application, mobilization or construction, leasing costs (if any), monitoring costs associated with MBR plants, removal of the Scalping Plant, City review and inspection, and any associated legal fees incurred by the City (professional fees shall be reimbursed to the City at cost plus 20%). Upon approval by TCEQ, construction of the Scalping Plant, and acceptance by the City of the Scalping Plant, City will operate and maintain the Scalping Plant under its wastewater permit and will collect rates and charges from retail customers on the Land.

Developer understands and agrees that the Scalping Plant must be designed and constructed to treat to the most restrictive of TCEQ’s Type I reuse standards or the effluent parameters required by TCEQ in the City wastewater permit that is in effect while the Scalping Plant is operating.

Developer will construct facilities to connect the Scalping Plant to the City’s System at or near the Founder’s Ridge development as shown generally at Exhibit G.

Because the Scalping Plant uses existing capacity in the City’s permit, the Scalping Plant is may utilize a maximum of 256 LUEs (plus any flows diverted from Founder’s Ridge) unless the City, in its sole discretion, determines that more capacity is available for use. To the extent that the Scalping Plant uses more than 256 LUEs (plus any flows diverted from Founder’s Ridge) and only if such use above 256 LUEs (plus any flows diverted from Founder’s Ridge) jeopardizes the City’s ability to serve customers for whom capacity in the City System had been committed prior to September 21, 2021, City may require Developer to utilize the permitted Package Plant alternative set-forth in this Agreement instead of the Scalping Plant for all LUEs utilized by the Proposed Development over 256 LUEs (plus any flows diverted from Founder’s Ridge).

Use of the Scalping Plant must be terminated as quickly as is reasonable and commercially feasible but in no event prior to the City System and East Interceptor Line having adequate capacity available to transport and process wastewater for the Land and the City’s other existing and committed capacities . The City agrees to notify the Developer when construction of the City System for the Discharge Permit and East Interceptor line is approximately 180 days from being available for use by the Developer. The removal of the Scalping Plant and

all costs associated with ceasing use of the Scalping Plant shall be paid by the Developer.

For purposes of this Agreement, the Scalping Plant shall be included in the definition of “Onsite Facilities”.

6. Section 3.2 a. of the Original Agreement is hereby modified as follows (strikethrough text removed, underlined text added):

a. Subject to **2.2** above and **3.2 b.** below, City will provide wastewater treatment service for the Land utilizing the City System, the Scalping Plant, or the Package Plant if the City System is not complete before use of the 251<sup>st</sup> LUE pursuant to **3.2 b.** below. Other than billing for Pump and Haul under **2.2 c.** above, the ~~Owner~~ City shall bill wastewater customers within the Land ~~until retail water service transitions to the City pursuant to the Agreement for the Provision of Nonstandard Wholesale and Retail Water Service.~~ The Owner shall collect ~~monthly wastewater charges from customers within the Land and the monthly wastewater charges shall be based upon the average amount of wastewater discharged from a customer’s residence, a six (6) percent administrative charge, and any other fees charged by the Owner, including but not limited to garbage collection fees. The six (6) percent administrative charge shall only be added to the average wastewater amount and not to any other fees charged.~~ Owner shall remit monthly to the City ~~the City’s portion of amounts collected for wastewater service. Upon the City providing retail water service to the Land pursuant to the Agreement for the Provision of Nonstandard Wholesale and Retail Water Service, the City shall bill and collect wastewater charges from customers within the Land.~~ The City will charge its standard retail wastewater service rates to users within the Land.

7. Section 3.2 b. of the Original Agreement is hereby modified as follows (strikethrough text removed, underlined text added):

b. Prior to use of the 251<sup>st</sup> LUE, ~~owner~~ Developer shall cease pump and haul activities and either connect the Development's wastewater to the System (if the System has the authorized capacity and is capable of receiving wastewater from the Proposed Development), to the Scalping Plant, or to the Package Plant. In other words, pump and haul is authorized for 250 LUEs. After 250 LUEs, the Development must either be able to connect to the System, the Scalping Plant, or the Package Plant.

8. Section 3.5 is added to the Agreement as follows:

3.5 **Scalping Plant.** If the Developer elects to construct the Scalping Plant pursuant to Section 2.4 of this Agreement, and the TCEQ approves the application for the Scalping Plant, the City shall provide service as set-forth in Section 2.4 of this Agreement.

9. Section 6.1 of the Original Agreement is hereby modified as follows (underlined text added):

**6.1 Impact Fees.** Owner shall pay Impact Fees (also referred to as "connection fees) to the City in the amount specified by Chapter 20, Article 20.02.005(1)(13) of the City's Code of Ordinances. Owner shall pay Impact Fees for each LUE at the time of connection, including connection to Pump and Haul of that LUE. Connection of any structure on the Land to the Scalping Plant, Package Plant or the City System is prohibited until Owner pays the Impact Fees for that LUE 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 from the City.

Effective as of September 21, 2021.

**[signatures on following pages]**

**CITY OF DRIPPING SPRINGS, TEXAS**

**Attest:**

\_\_\_\_\_  
\_\_\_\_\_  
City Secretary

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

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was executed by Bill Foulds before me on \_\_\_\_\_, 2021.

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

**DEVELOPER**

**DOUBLE L DEVELOPMENT, LLC**

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

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was executed by \_\_\_\_\_, in the capacity set forth above, and before me on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

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

**FIRST AMENDMENT TO**  
**AGREEMENT FOR THE PROVISION OF NONSTANDARD WHOLESALE AND**  
**RETAIL WATER SERVICE**

This First Amendment to the Agreement for the Provision of Nonstandard Wholesale and Retail Water Service (the “First Amendment”) is entered into by and between the City of Dripping Springs, Texas (the “City”) a Type A General Law City located in Hays County, Texas, and Double L Development, LLC, a Texas limited liability company (“Developer”) All capitalized words contained in this First Amendment shall have the same meaning as those in the Original Agreement unless otherwise described herein.

**RECITALS:**

- A. Effective December 27, 2018, City and Developer entered into that certain Agreement for the Provision of Nonstandard Wholesale and Retail Water Service (the “Original Agreement”).
- B. Developer and City have contemplated certain changes to the Proposed Development as reflected by the Development Agreement for the Proposed Development.
- C. By a Service Availability Letter dated November 11, 2020 (“Service Availability Letter”), the WTCPUA agreed to provide 1710 LUEs of Water through the City for the Proposed Development contingent upon compliance with the conditions set forth in that Service Availability Letter.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and Developer agree to amend the Original Agreement as follows:

1. The Title of the Original Agreement shall be changed to AGREEMENT FOR THE PROVISION OF NONSTANDARD RETAIL WATER SERVICE.
2. The word “wholesale” shall be changed to “retail” in the following sections: 1.1(a), 3.1, 3.4.
3. Wherever the number “1710” is used in the Original Agreement, that number shall be amended to be “3393” (unless the number “1710” is added by this First Amendment).
4. Wherever the number “2040” is used in the Original Agreement, that number shall be amended to be “3393”.
5. The first and second “Whereas” clauses in the Recitals are hereby deleted in its entirety and the following is substituted therefor:

WHEREAS, Developer is developing approximately 1675.094 acres of Land in Hays County, Texas adjacent to RR 12 as described in **Exhibit A** attached hereto,

and the approximately 2.066 acres described in **Exhibit A-1** attached hereto in the event such land is acquired by Developer or a related entity.

WHEREAS, Developer desires to obtain retail water service pursuant to the terms and conditions of this Agreement; and

6. The fourth and Fifth “Whereas” clauses in the Recital are hereby modified as follows (strikethrough text removed, underlined text added):

**WHEREAS**, it is the intent of the Parties that the City will supply Water from the West Travis County Public Utility Agency in order to provide up to ~~2040~~ 3393 LUEs of ~~wholesale and, later,~~ retail water service to the Proposed Development as stated in this Agreement; and

**WHEREAS**, Developer and the City desire to enter into this Agreement to set forth the terms and conditions upon which the City will provide ~~wholesale and~~ retail water service to the Proposed Development.

7. Section 1.1(l) (definition of master meter) is hereby deleted in its entirety.
8. Section 1.1(m), and (n) of the Original Agreement is hereby deleted in its entirety and the following is substituted therefor:

(m) “Offsite Facilities” shall mean all facilities required by the City or WTCPUA and necessary to connect to and extend water service from WTCPUA supply facilities to the Proposed Development’s Onsite Facilities, as shown generally on **Exhibit C** attached hereto.

(n) “Onsite Facilities” means all facilities on the Proposed Development necessary to connect to and extend water service from the Offsite Facilities to the Proposed Development and to each Retail Customer.

9. Section 2.1 of the Original Agreement is hereby deleted in its entirety and the following is substituted therefor:

**Section 2.1 Reservation of Water.** The City and the Lower Colorado River Authority (“LCRA”) entered into a Service Agreement assigned to the WTCPUA. Pursuant to the Service Agreement, the City has submitted a service extension request (“SER”) with the WTCPUA for 1710 LUEs. The WTCPUA has approved the 1710 LUEs subject to certain conditions set forth in the Service Availability Letter. The City agrees to submit a service extension request (“SER”) to the PUA for reservation of an additional 1,683 LUEs for the Land within thirty (30) days of the Developer submitting the request in writing to the City. Such 1,683 LUEs will be in addition to the 1,710 LUEs previously approved by the WTCPUA that is reserved to serve the Land. Upon approval of the SER by the WTCPUA Board, water capacity of 3,393 LUEs for the Land is

reserved, subject to compliance with all requirements set-forth in all conditions set forth in any WTCPUA issued Service Availability Letters for the Proposed Development and subject to payment of applicable fees (which may include reservation fees and impact fees) as charged by WTCPUA, and, if applicable, and any fees charged by LCRA for raw water to serve the Proposed Development and passed through by the City without mark-up pursuant to this Agreement. Unless such facilities are included in the City's or the WTCPUA'S Capital Improvement Plan, the Developer will be responsible for the costs of its pro rata share of the facilities or actions required by the WTCPUA as specified in any Service Availability Letters issued by the WTCPUA for the Proposed Development. Developer or District shall pay all fees for submitting and processing the SER and for reserving the Water for the Proposed Development directly to the WTCPUA or LCRA as required by those entities.

10. Sections 2.2 and 2.4 of the Original Agreement are deleted in their entirety and shall be considered "Reserved" so as not to require renumbering.
11. Section 2.3 of the Original Agreement is hereby deleted in its entirety and the following is substituted therefor:

**Section 2.3 Additional Water.** Automatic reformation of the number of LUEs for the Proposed Development shall occur upon the appropriate amendment to the Development Agreement. In the event additional Water is requested by the Developer and has been approved by an amendment to the Development Agreement, the City shall submit SERs to the WTCPUA for reservation of additional LUEs as requested by Developer and within thirty (30) days of Developer's written request. Additional LUEs will be reserved for the Proposed Development as additional SERs are submitted by the City and approved by the WTCPUA Board pursuant to the same terms and conditions of the LUEs reserved pursuant to this Agreement.

12. Section 3.2 of the Original Agreement is hereby deleted in its entirety and the following is substituted therefor:

**Section 3.2 Maximum Volume and Rate of Flow for Retail Water.** Subject to all the terms and conditions set forth in this Agreement, the City agrees to sell and deliver, at the Point(s) of Delivery, Water for the operation of a retail water system for domestic, commercial, and industrial uses on an as-needed basis in an amount not to exceed 3393 LUEs at the maximum daily rate permitted for that amount by the WTCPUA and the physical facilities constructed to convey such Water.

13. Section 3.3 of the Original Agreement is hereby deleted in its entirety and the following is substituted therefor:

**Section 3.3 Point(s) of Delivery for Retail Water.** Water will be supplied from the Offsite Facilities, to the Point of Delivery for the Proposed Development as reasonably determined by the WTCPUA and City Engineers and within the area depicted on Exhibit C. Developer will cause to be constructed at its cost the Onsite Facilities to points of delivery for each Retail Customer. Title to Water delivered to the Proposed Development will remain with the City until it reaches the point of delivery to a Retail Customer.

14. Section 3.5 of the Original Agreement is hereby deleted in its entirety.
15. Section 3.7 of the Original Agreement is hereby deleted in its entirety.
16. Section 4.1 of the Original Agreement is hereby deleted in its entirety and the following is substituted therefor:

“All Retail Customers within the Boundaries of the proposed development will be Retail Customers of the City.”

17. Section 4.2 of the Original Agreement is hereby deleted in its entirety.
18. Section 5.3 of the Original Agreement is hereby deleted in its entirety and the following is substituted therefor:

**Section 5.3 Location of Offsite Facilities.** The alignment of the transmission main which is a part of the Offsite Facilities will follow the alignment approved by the WTCPUA and the City pursuant to Section 3.3.

19. The first sentence of Section 5.10 is deleted and replaced as follows:

Upon completion of construction of each phase of the Onsite Facilities, Developer shall convey such Onsite Facilities to the City.

20. Section 6.1 of the Original Agreement is hereby modified as follows (strikethrough text removed, underlined text added):

**Section 6.1 Impact, Reservation, and Other Fees.** Developer shall pay, or cause to be paid, to the WTCPUA all impact fees in the amounts and at the times required by the WTCPUA for the provision of water to the Proposed Development. The Developer shall pay, or cause to be paid, to the WTCPUA the reservation fees for all water capacity obtained pursuant to a Service Extension Request by the City for the Proposed Development. Developer agrees to pay all fees charged by the WTCPUA to the City associated with obtaining water supply and delivery of this ~~wholesale~~-water to the City for the Proposed Development. It is the intent of this Agreement that all costs and fees charged to the City by the WTCPUA for the wholesale supply of Water to the Proposed Development be passed through, without mark-up to the Developer. Retail water rates shall be

charged in accordance with the City's retail water rate ordinance or tariff in effect at the time the retail water is supplied. If the City submits a service extension request to the WTCPUA for multiple ~~wholesale or~~ retail users, Developer will pay its pro rata share based upon Developer's number of LUEs compared to others' LUEs. It is the intent of this Agreement that Developer pay only its share of costs and fees charged by WTCPUA for wholesale water for the Proposed Development.

21. Section 6.3 of the Original Agreement is hereby modified as follows (strikethrough text removed, underlined text added):

**Section 6.3 Conditions Precedent to Commencement of Wholesale Service.**

Developer and City agree that the City is not required to commence ~~wholesale~~ water service to the Proposed Development until (1) all fees and charges imposed by the WTCPUA for commencement of wholesale water service to the City for the Proposed Development are paid directly to the WTCPUA by the Developer and/or a Retail Customer, (2) Developer has complied with the City Rules and Policies and the WTCPUA Rules and Policies, (3) Developer has paid the City the fees and charges set-forth in this Agreement; ~~and~~ (4) Developer has obtained from the Texas Commission on Environmental Quality and all other governmental agencies having jurisdiction of all permits, certificates or approvals required to lawfully provide such service; and (5) compliance with all requirements set-forth in all conditions set forth in any WTCPUA issued Service Availability Letters for the Proposed Development.

22. Exhibits A and A-1 to the Original Agreement are hereby replaced in their entirety with the attached Exhibit A, A-1, and C.
23. Nothing provided herein shall prevent the Developer from entering into any necessary agreement with the WTCPUA to effectuate the provision of Water service to the proposed Development as long as The City remains the Retail Water provider to all customers in the Proposed Development.

Except as expressly amended herein, the provisions of the Original Agreement shall continue in full force and effect, and Owner and City each acknowledge and reaffirm their respective obligations thereunder. In the event of an inconsistency between this Agreement and the terms of the Original Agreement, this Agreement shall govern.

Effective as of September 21, 2021.

**[signatures on following pages]**

**CITY OF DRIPPING SPRINGS, TEXAS**

**Attest:**

\_\_\_\_\_  
\_\_\_\_\_  
City Secretary

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

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was executed by Bill Foulds before me on \_\_\_\_\_, 2021.

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

**DEVELOPER**

**DOUBLE L DEVELOPMENT, LLC**

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

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was executed by \_\_\_\_\_, in the capacity set forth above, and before me on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

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

# City of Dripping Springs

## Monthly Maintenance Report

*August 2021*

### **Routine Maintenance**

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

### **Additional Maintenance Completed**

#### **Parks**

- DSRP Playground repair – 8/2, 8/18
- DSRP Playground mulch installed – 8/3-8/4
- SRP electrical boxes weeds cleared – 8/3
- Founders' propane enclosure trimmed – 8/3
- Camp water refilled – 8/2, 8/4, 8/6, 8/9, 8/11, 8/13, 8/23
- Founders' playground mulch spread – 8/4
- SRP urinal repair – 8/4
- Ranch House road pothole repaired – 8/6
- VMP mowed and trimmed – 8/9, 8/24, 8/27
- VMP herbicide applied – 8/11
- Founders' playground parts installed – 8/11
- SRP area behind softball field mowed – 8/11-8/12
- DSRP wash rack drain strainers installed – 8/16
- Camp water moved to Ranch House – 8/17
- DSRP facility herbicide applied around perimeter – 8/20
- DSRP trails herbicide applied – 8/20, 8/24
- VMP parking lot potholes repaired – 8/20
- SRP playground mulch spread – 8/23

#### **Streets**

- Grand Prairie ROW mowed and trimmed – 8/3
- Mercer St. pothole repaired – 8/9
- Rob Shelton ROW mowed and trimmed – 8/9, 8/24
- Roger Hanks ROW mowed and trimmed – 8/10-8/11, 8/31
- Rob Shelton median herbicide applied – 8/12
- Mercer St. ROW herbicide applied – 8/12

- Mercer St. flower beds watered – 8/13
- Mercer St. ROW mowed and trimmed – 8/17, 8/19
- McGregor pothole repaired – 8/27

### **Facilities**

- Ranch House water refill – 8/2, 8/4, 8/6, 8/9, 8/11, 8/13, 8/23, 8/30
- City hall water refill – 8/2, 8/4, 8/6, 8/9, 8/11, 8/13, 8/23, 8/25, 8/30
- City Hall light bulbs replaced – 8/9
- Stephenson Bldg. mowed and trimmed – 8/9
- City Hall herbicide applied – 8/11
- Ranch House wasp sprayed – 8/16
- City Hall A/C filters replaced – 8/18
- Ranch House closet doors removed – 8/19
- City Hall flower beds maintained – 8/19
- City Hall mowed and trimmed – 8/26

### **Equipment/Vehicles**

- MD002 pm'd – 8/2
- X-makr mower pm'd – 8/2
- MD004 oil change - 8/4, 8/13, 8/20
- SRWRF mower tire repaired – 8/5
- MD004 pm'd – 8/6
- Weed eater repaired – 8/12
- X-Mark mower blades repaired – 8/12
- MD003 pm'd – 8/13, 8/20
- AD001 pm'd – 8/13
- BD001 pm'd – 8/13
- RP002 DSRP sticker applied – 8/17
- Ferris mower blades sharpened – 8/17
- DSRP water wagon repair – 8/19-8/20
- SRWRF mower pm'd – 8/20
- PW001 pm'ed – 8/20
- SRWRF blades tightened – 8/24
- DSRP tractor repair – 8/30

### **Other**

- Flags replaced at City Hall, Stephenson building, and Founders park – 8/16
- MT85 moved to DSRP for event clean-up - 8/26
- Active shooter training – 8/27

### **SRWRF**

- Lift stations mowed and trimmed – 8/5
- Pesticide applied – 8/5
- Road potholes repaired – 8/11-8/12

- Carport trash cleaned out – 8/11
- Air compressor fastened down – 8/11
- Lift station herbicide applied – 8/12
- Zone 49 irrigation repair – 8/18
- Arrowhead lift station mowed and trimmed – 8/19

## Project Status Report

Permits Created From 7/31/2021 to 9/1/2021

Generated 9/14/2021 3:34:01 PM

Item 21.

Project #	Status	Address	Description	WO #	Work Type	Specific Use	Inspection Type	WO Status	Inspector	Inspection Date
<a href="#">2021-84</a>	Open	511 Mercer St., Dripping Springs, TX 78620	Street and ROW Maint. (Aug WO's)	14865690	N/A	Street/Road s	Work Planned	Completed	Jim Bass	08/12/2021
				14865839	N/A	Street/Road s	Work Planned	Completed	Jim Bass	08/12/2021
				14865847	N/A	Street/Road s	Work Planned	Completed	Bill Stevens	08/13/2021
				14865849	N/A	Street/Road s	Work Planned	Completed	Jim Bass	08/12/2021
				14880047	N/A	Street/Road s	Work Planned	Completed	Craig Rice	08/17/2021
				14886501	N/A	Street/Road s	Work Planned	New	Jim Bass	
<a href="#">2021-85</a>	Closed	511 Mercer St., Dripping Springs, TX 78620	City Hall (Aug WO's)	14865502	N/A	N/A	Work Planned	Completed	Jim Bass	08/12/2021
				14865664	N/A	N/A	Work Planned	Completed	Jim Bass	08/12/2021
				14873640	N/A	N/A	Work Planned	Completed	Bill Stevens	09/08/2021
				14888253	N/A	N/A	Work Planned	New	Jim Bass	
<a href="#">2021-86</a>	Closed	419 Founders Park Rd., Founders Memorial Park, TX 78620	Founders Park (Aug WO's)	14827770	N/A	Parks	Work Planned	Completed	Jim Bass	08/11/2021
				14859528	N/A	Parks	Initial Inspection	New	Not Assigned	
				14869325	N/A	Parks	Work Planned	Completed	Craig Rice	08/13/2021
				14869324	N/A	Parks	Work Planned	Completed	Craig Rice	08/13/2021
				14865397	N/A	Parks	Work Planned	Completed	Bill Stevens	08/16/2021

<a href="#">2021-86</a>	Closed	419 Founders Park Rd., Founders Memorial Park, TX 78622	Founders Park (Aug WO's)	14873624	N/A	Parks	Work Planned	Completed	Jim Bass	08/10/2021
				14944590	N/A	Parks	Work Planned	Completed	Bill Stevens	09/08/2021
<a href="#">2021-87</a>	Closed	27148 Ranch Rd 12, Sports and Rec Park, TX 78620	Sports and Rec Park (Aug WO's)	14827698	N/A	Parks	Work Planned	New	Jim Bass	
				14827738	N/A	Parks	Work Planned	Cancelled	Bill Stevens	
				14827739	N/A	Parks	Work Planned	Completed	Bill Stevens	08/10/2021
				14914815	N/A	Parks	Work Planned	Completed	Johnathon Hill	09/01/2021
<a href="#">2021-88</a>	Closed	151 E Mercer St, VMP/Triangle, TX 78620	VMP/Triangle (Aug WO's)	14893111	N/A	Parks	Work Planned	Completed	Craig Rice	09/10/2021
<a href="#">2021-89</a>	Closed	1042 Event Center Drive, Ranch House, TX 78620	Ranch House (Aug WO's)	14944560	N/A	N/A	Work Planned	New	Jim Bass	
				14865483	N/A	N/A	Work Planned	Completed	Jim Bass	08/13/2021
				14865376	N/A	N/A	Work Planned	Completed	Sonny Garza	08/18/2021
				14884247	N/A	N/A	Work Planned	Completed	Sonny Garza	08/23/2021
				14878533	N/A	N/A	Work Planned	Completed	Sonny Garza	08/23/2021
				14944582	N/A	N/A	Work Planned	Completed	Sonny Garza	09/08/2021
				14914858	N/A	N/A	Work Planned	Completed	Johnathon Hill	09/13/2021
<a href="#">2021-90</a>	Closed	1042 Event Center Drive, Dripping Springs Ranch Park, TX 78620	DSRP (Aug WO's)	14865438	N/A	Parks	Work Planned	Completed	Sonny Garza	08/18/2021
				14914358	N/A	Parks	Work Planned	Completed	Sonny Garza	09/01/2021
				14914368	N/A	Parks	Work Planned	Completed	Sonny Garza	09/01/2021
				14914373	N/A	Parks	Work Planned	Completed	Sonny Garza	09/01/2021

<a href="#">2021-91</a>	Open	22690 Ranch to Market Rd 150, Charro Park, TX 78620	Charro Park (Aug WO's)	No Work Orders on Project	N/A	Parks					Item 21.
<a href="#">2021-92</a>	Open	511 Mercer St., Fleet and Equipment, TX 78620	Fleet and Equipment (Aug WO's)	14903887	N/A	N/A	Work Planned	New	Johnathon Hill		
				14828125	N/A	N/A	Work Planned	Completed	Jim Bass	08/11/2021	
				14828134	N/A	N/A	Work Planned	Completed	Bill Stevens	08/18/2021	
<a href="#">2021-93</a>	Closed	101 Old Fitzhugh, Stephenson Bldg., TX 78620	Stephenson Bldg (Aug WO's)	14865701	N/A	N/A	Work Planned	Completed	Jim Bass	08/12/2021	
				14874176	N/A	N/A	Work Planned	Completed	Jim Bass	08/17/2021	
<a href="#">2021-94</a>	Closed	23127 W. 150, South Regional Water Reclamation Facility , TX 78620	South Regional Water Reclamation Facility (Aug WO's)	14829558	N/A	N/A	Work Planned	Completed	Bill Stevens	08/13/2021	
				14865855	N/A	N/A	Work Planned	Completed	Jim Bass	08/18/2021	
				14886450	N/A	N/A	Work Planned	Completed	Johnathon Hill	08/23/2021	
				14944705	N/A	N/A	Work Planned	Completed	Johnathon Hill	09/07/2021	