



City Council Special Meeting

Dripping Springs City Hall

511 Mercer Street - Dripping Springs, Texas

Tuesday, July 21, 2026, at 5:30 PM

AGENDA

CALL TO ORDER & ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Ana Grace Husted

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

Deputy City Attorney Aniz Alani

City Secretary Diana Boone

Planning Director Tory Carpenter

IT Director Jason Weinstock

Parks & Community Services Director Andy Binz

People & Communications Director Lisa Sullivan

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

A member of the public that wishes to address the City Council on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the City Council that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak regarding issues not on the agenda and two (2) minutes per item on the agenda and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the City Council must present the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies are not provided, the City Council will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

BUDGET WORKSHOP

Presentation and discussion only. No action shall be taken.

- 1. Presentation and discussion regarding the proposed Municipal Budget for Fiscal Year 2027. Deputy City Administrator, Shawn Cox**

CONSENT AGENDA

The following items will be acted upon in a single motion and are considered to be ministerial or routine. No separate discussion or action on these items will be held unless pulled at the request of a member of the City Council or City staff.

- 2. Approval of the May 2026 Treasurer's Report. Deputy City Administrator, Shawn Cox**
- 3. Approval of a resolution consenting to and expressing no objection to the issuance of Springhollow Municipal Utility District Water, Sewer, and Drainage Bond Issue No. 6, in a principal amount not to exceed \$4,385,000, for reimbursement of water, wastewater, drainage, and wholesale water capacity costs, as required by the Agreement Concerning Creation and Operation of Springhollow Municipal Utility District. Applicant: Springhollow Municipal Utility District**

BUSINESS AGENDA

- 4. Discussion and possible action regarding a First Amended and Restated Wastewater Facilities Agreement between the City of Dripping Springs and Cuncashca, LLC for City wastewater infrastructure improvements, including utility easements, temporary construction access, continued use and abandonment of existing drip fields, recognition of existing wastewater LUE rights, and a limited tree baseline adjustment for protected standard trees removed within the easement area for the City project. Sponsor: Mayor Bill Foulds, Jr.**
- 5. Discussion and possible action regarding a Tree Removal Credit Agreement between the City of Dripping Springs and Cuncashca, LLC for city wastewater infrastructure improvements, including a limited tree baseline adjustment for protected standard trees removed within the easement area of the South Collector. Sponsor: Mayor Bill Foulds, Jr.**
- 6. Discussion and possible action to award RFB # 73819 for the South Collector Wastewater Project to Santa Clara Construction, Ltd. in the amount of \$4,714,829.00 and authorize the City Administrator to finalize and execute contract with selected bidder. Sponsor: Mayor Bill Foulds, Jr.**
- 7. Discussion and possible action regarding Change Order No. 4 to the Construction Contract between the City of Dripping Springs and Arguijo Corporation for design modifications to the West Interceptor Segment 2 Project, not to exceed \$121,550.00. Sponsor: Mayor Bill Foulds, Jr.**
- 8. Update on Dripping Springs Community Library Project. Mayor Pro Tem Taline Manassian**

- 9. Public hearing, discussion, and possible action to approve an Ordinance amending the Code of Ordinances of the City of Dripping Springs relating to mayoral appointments, City Council committee appointments, committee membership, City Council liaisons, and designated City representatives. Sponsor: Mayor Bill Foulds, Jr.**
- 10. Discussion and possible action regarding the appointment of Hays County Sheriff's Department representative Captain Shane Smith to the Emergency Management Committee for a term ending January 1, 2028.**
- 11. Mayoral Appointment of Council Member to the Hays County Mental Health Coordinating Committee.**

CLOSED SESSION

The City Council has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), 551.0761 (Deliberation Regarding Critical Infrastructure Facility), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

- 12. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service and Agreements, Wastewater Fees, Wastewater Infrastructure Agreements, facility liability coverage, and related items. (Consultation with Attorney, 551.071)**

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

August 4, 2026 at 6:00 p.m.
August 11, 2026 (Special Meeting) at 5:30 p.m.
August 18, 2026 at 6:00 p.m.
September 1, 2026 at 6:00 p.m.
September 15, 2026 at 6:00 p.m.
October 6, 2026 at 6:00 p.m.

Board, Commission & Committee Meetings

Farmers Market Committee, July 23, 2026 at 10:00 a.m.
Transportation Committee, July 27, 2026 at 3:30 p.m.
Planning & Zoning Commission, July 28, 2026 at 6:00 p.m.
Historic Preservation Commission, August 6, 2026 at 4:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, www.cityofdrippingsprings.com, on July 15, 2026 at 4:00 p.m.

Diana Boone, 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.

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY 2026 Proposed
CITY - GENERAL FUND					
Balance Forward	2,081,138	3,119,482	1,038,344	3,119,482	1,701,398
Revenue					
AD Valorem	4,933,596	4,933,596	-	4,965,789	5,325,884
AV P&I	4,000	4,000	-	11,000	4,000
Sales Tax	4,600,000	4,600,000	-	4,950,000	4,900,000
Mixed Beverage	-	-	-	-	24,000
Alcohol Permits	5,000	5,000	-	2,943	-
Fire Inspections	40,000	40,000	-	225,387	40,000
Bank Interest	175,000	175,000	-	170,000	155,000
Development Fees:					
- Subdivision	459,825	459,825	-	480,587	496,700
- Site Dev	50,000	50,000	-	212,918	50,000
- Zoning/Signs/Ord	65,000	65,000	-	65,000	65,000
Building Code	1,500,000	1,500,000	-	2,000,000	1,500,000
Transportation Improvements Reimbursements	1,850,000	1,850,000	-	1,850,000	200,000
Solid Waste	60,000	60,000	-	60,000	60,000
Health Permits/Inspections	60,000	60,000	-	60,000	60,000
Other Income	40,000	40,000	-	40,000	40,000
TXF from HOT	3,496	3,496	-	3,496	-
TXF from WWU	281,199	285,663	4,464	285,663	13,600
TXF from Series 2025	690,948	690,948	-	690,948	1,454,825
Total	16,899,203	17,942,010	1,042,807	19,193,212	16,090,407
Expense					
Supplies	30,000	30,000	-	30,000	40,000
Office IT Equipment and Support	154,150	216,490	62,340	216,490	132,200
Software Purchase, Agreements and Licenses	315,900	315,900	-	315,900	338,866
Website	11,930	11,930	-	11,930	14,860
Communications Network/Phone	97,000	97,000	-	97,000	107,420
Miscellaneous Office Equipment	10,016	10,016	-	5,000	10,000
Utilities:					
- Street Lights	20,000	20,000	-	20,000	20,000
- Streets Water	4,000	4,000	-	4,500	4,700
- Office Electric	15,000	15,000	-	15,000	15,000
- Office Water	3,000	3,000	-	1,500	2,000
- DT Restroom Electric	2,000	2,000	-	1,000	1,000
- DT Restroom Water	2,000	2,000	-	1,200	1,500
- Stephenson Electric	1,500	1,500	-	1,000	1,500
- Stephenson Water	1,500	1,500	-	1,000	1,500
Transportation:					
- Improvement Projects	2,655,000	2,655,000	-	2,655,000	515,825
- Street & ROW Maintenance	272,000	272,000	-	272,000	275,000
- Street Improvements	690,948	1,220,626	529,678	1,035,626	664,000
Office Maintenance/Repairs	94,200	94,200	-	94,200	129,440
Stephenson Building Maintenance	-	-	-	-	-
Maintenance Equipment	24,500	24,500	-	24,500	25,000
Equipment Maintenance	49,500	49,500	-	30,000	55,000
Maintenance Supplies	10,000	10,000	-	10,000	15,000
Fleet Acquisition	-	-	-	-	-
Fleet Maintenance	130,000	130,000	-	130,000	174,700
Maintenance Facility					
Uniforms	18,310	18,310	-	18,310	18,380
Special Projects:					
- Family Violence Ctr	7,000	7,000	-	7,000	7,000
- Lighting Compliance	2,000	2,000	-	2,000	2,000
- Economic Development	5,000	5,000	-	5,000	5,000
- Records Management	2,500	2,500	-	2,500	3,048
- Government Affairs	-	-	-	-	-
- Planning Consultant	-	-	-	-	-
- Land Acquisition	10,000	10,000	-	-	-
Public Safety:					
- Emergency Management Equipment	6,800	6,800	-	6,800	-

Item 1.

Filed : June 30, 2026

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY 2026 Projected
Item 1.					
- Emergency Equipment Fire & Safety	13,000	13,000	-	13,000	17,336
- Emergency Mgt PR	3,000	3,000	-	3,000	4,000
- Emergency Equipment Maintenance & Service	12,910	12,910	-	12,910	8,786
- Emergency Management Other					
- Animal Control	3,400	6,800	3,400	6,800	3,400
Public Relations	15,000	15,000	-	15,000	15,000
Postage	4,500	4,500	-	4,500	4,500
TML Insurance:					
- Liability	30,000	30,000	-	30,000	36,000
- Property	95,989	105,588	9,599	105,588	121,426
- Workers' Comp	68,004	74,805	6,800	74,805	89,766
Dues, Fees, Subscriptions	104,048	104,048	-	104,048	146,628
Public Notices	4,200	4,200	-	4,200	6,068
City Sponsored Events					
Election	8,000	8,000	-	8,000	11,080
Salaries	4,248,369	4,248,369	-	4,120,918	4,352,399
Taxes	333,759	333,759	-	323,747	341,327
Benefits	394,103	394,103	-	382,280	481,234
Retirement	239,939	239,939	-	232,741	245,202
DSRP Salaries	306,909	306,909	-	306,909	330,137
DSRP Taxes	24,739	24,739	-	24,739	26,515
DSRP Benefits	36,410	36,410	-	36,410	43,610
DSRP Retirement	17,993	17,993	-	17,993	18,867
Professional Services:					
- Financial Services	55,000	55,000	-	56,760	62,850
- Engineering	70,000	70,000	-	70,000	70,000
- Special Counsel and Consultants	12,000	12,000	-	9,000	54,500
- Muni Court	15,500	15,500	-	8,000	12,000
- Bldg. Inspector	750,000	750,000	-	750,000	800,000
- Fire Inspector	40,000	40,000	-	180,309	32,000
- Health Inspector	15,000	15,000	-	9,000	-
- Architectural and Landscape Consultants	5,000	5,000	-	2,500	5,000
- Historic District Consultant	-	-	-	-	-
- Lighting Consultant	2,000	2,000	-	5,000	3,000
- Human Resource Consultant	32,000	32,000	-	32,000	40,000
- Law Enforcement	10,000	10,000	-	-	-
Training/CE	100,000	100,000	-	80,000	150,464
Employee Engagement	5,000	5,000	-	5,000	10,000
Meeting Supplies	9,360	9,360	-	9,360	8,150
Code Publication	6,500	6,500	-	6,500	5,000
Mileage	2,000	2,000	-	1,000	2,000
Miscellaneous Office Expense	10,000	10,000	-	5,000	10,000
Bad Debt Expense					
Contingencies/Emergency Fund	50,000	50,000	-	20,000	50,000
Coronavirus Local Fiscal Recovery Funds (CLFRF)					
Debt Payment 2024	485,238	485,238	-	485,238	487,922
Debt Payment 2025	424,393	424,393	-	424,393	556,570
TXF to Reserve Fund	300,000	300,000	-	300,000	300,000
TXF AV to TIF	705,585	705,585	-	832,193	1,024,101
TXF to TIRZ					
Sales Tax TXF to WWU	920,000	920,000	-	-	-
SPA & ECO D TXF	225,000	225,000	-	235,125	232,750
TXF to DSRP					
TXF to Capital Improvement Fund	300,000	300,000	-	150,000	150,000
TXF to Vehicle Replacement Fund	162,679	162,679	-	152,336	155,382
TXF to WWU				2,500,000	2,000,000
TXF to Founders Day					
TXF to Farmers Market	17,766	17,766	-	17,766	21,046
Total	15,340,046	15,951,864	611,818	17,188,524	15,132,756

PARKS - GENERAL FUND**Revenue**

Sponsorships and Donations	6,000	6,000	-	8,194	7,000
City Sponsored Events					6

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY 2026 Proposed
Item 1.					
Programs and Events	8,800	8,800	-	8,800	1,000
Community Service Permit Fees	1,375	1,375	-	2,850	1,575
Aquatics Program Income	32,750	32,750	-	33,288	32,750
Pool and Pavilion Rental	22,239	22,239	-	6,000	27,877
Park Rental Fees	19,000	19,000	-	15,000	16,500
Reimbursement of Utility Costs					
TXF from HOT Fund	16,500	16,500	-	16,500	16,500
TXF from Parkland Dedication	116,610	116,610	-	220,500	172,191
TXF from Parkland Development	392,691	392,691	-	65,000	51,610
TXF from Landscaping Fund	60,000	60,000	-	-	-
Total Revenue	675,964	675,964	-	376,132	327,003
Expense					
Other	6,500	6,500	-	6,000	6,500
Park Consultants	35,000	35,000	-	10,000	45,000
Dues Fees and Subscriptions	3,075	3,075	-	4,124	3,140
Advertising & Marketing	17,020	17,020	-	17,020	17,000
Event Contacted Services					5,000
Total Other	61,595	61,595	-	37,144	76,640
Public Improvements					
All Parks	445,500	445,500	-	21,380	223,801
Triangle Improvement	-	-			-
Rathgeber Improvements					-
Founders Park	3,000	136,784	133,784	133,784	-
Founders Pool	50,000	50,000	-	41,354	-
Skate Park	25,000	25,000	-	-	-
S & R Park	15,000	37,885	22,885	37,806	36,050
Charro Ranch Park	-	-		-	-
Total Improvements	538,500	695,169	156,669	234,324	259,851
Utilities					
Portable Toilets	10,000	10,000	-	8,000	10,000
Hays Trinity Groundwater Permit	150	150	-	150	150
Triangle Electric	500	500	-	-	500
Triangle Water	500	500	-	500	500
Ranch House Network/Phone	8,568	8,568	-	8,658	8,568
S&R Park Water	13,000	13,000	-	5,000	13,000
SRP Electric	2,500	2,500	-	5,800	2,500
SRP Wastewater	-	-	-	1,150	1,140
FMP Pool/ Pavilion Water	5,300	5,300	-	7,750	6,300
FMP Pool//Electricity	6,000	6,000	-	7,900	8,000
Pool Phone/Network	7,500	7,500	-	7,500	7,500
FMP Pool Propane	6,000	6,000	-	2,000	2,000
Total Utilities	60,018	60,018	-	54,408	60,158
Maintenance					
General Maintenance (All Parks)	25,000	25,000	-	27,954	25,000
Trail Washout repairs	25,000	25,000	-	25,000	15,000
Equipment Rental	5,000	5,000	-	6,300	7,500
Founders Pool	7,500	7,500	-	7,500	21,000
Founders Park	44,000	44,000	-	34,000	15,500
Skate Park Maintenance	500	500	-	500	500
S&R	43,500	43,500	-	33,500	27,500
Charro Ranch Park	25,700	25,700	-	15,700	5,700
Triangle/ Veteran's Memorial Park	5,700	5,700	-	5,700	700
Rathgeber Maintenance	-	-			
Ranch Park Maintenance	22,000	22,000	-	22,000	17,000
Total Maintenance	203,900	203,900	-	178,154	135,400
Supplies					
General Parks	27,000	27,000	-	27,000	32,000
Charro Ranch Supplies	1,500	1,500	-	1,500	1,500
Founders Pool Supplies	26,200	26,200	-	26,200	26,200

Filed : June 30, 2026

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY 2026 Proposed
Item 1.					
Program and Events	11,250	11,250	-	11,250	10,500
DSRP & Ranch House Supplies					
Rathgeber Supplies	1,504	1,504	-	1,504	1,500
S&R Supplies	400	400	-	400	400
Total Supplies	67,854	67,854	-	67,854	72,100
Program Staff					
Camp Staff					
Program Event Staff	3,000	3,000	-	6,000	3,000
Aquatics Staff	118,013	118,013	-	118,013	116,213
Total Staff Expense	121,013	121,013	-	124,013	119,213
Total Parks Expenditures	1,052,880	1,209,549	156,669	695,897	723,362
FOUNDERS DAY - GENERAL FUND					
Balance Forward	68,248	68,248	-	68,248	16,477
Revenue					
Craft booths/Business Booths	12,150	12,150	-	14,725	14,725
Facility Rentals	10,000	10,000	-	8,489	21,000
Food booths	1,613	1,613	-	1,613	1,613
BBQ cookers	6,650	6,650	-	6,700	6,700
Carnival	20,000	20,000	-	20,796	22,796
Parade	-	-	-	1,960	-
Sponsorship	120,000	120,000	-	121,300	122,200
Parking concession	-	-	-	1,447	1,000
Electric	3,300	3,300	-	3,210	3,300
Misc.					6,000
TXF from General Fund					
Total	241,960	241,960	-	248,487	215,810
Expense					
Publicity	3,450	3,450	-	2,652	2,500
Porta-Potties	10,500	10,500	-	12,198	19,674
Security	46,837	46,837	-	45,178	46,954
Health, Safety & Lighting	20,862	20,862	-	28,544	22,000
Transportation	19,303	19,303	-	13,838	14,800
Barricades/Traffic Plan	12,650	12,650	-	23,490	18,000
Bands/Music/Sound	26,000	26,000	-	27,650	24,000
Clean Up	19,200	19,200	-	21,100	21,500
FD Event Supplies	5,000	5,000	-	7,391	1,330
Sponsorship	9,800	9,800	-	2,226	3,000
Parade	-	-	-	78	-
Tent, Tables & Chairs	15,000	15,000	-	16,746	30,500
Electricity	-	-	-		-
FD Electrical Setup	30,000	30,000	-	24,421	3,000
Contingencies	5,000	5,000	-	6,500	
DSISD Charges					6,000
Total expenses	223,602	223,602	-	232,011	213,258
Balance Forward	18,359	18,359	-	16,477	2,552
CONSOLIDATED GENERAL FUND					
Revenue					
City	16,899,203	17,942,010	1,042,807	19,193,212	16,090,407
Parks	675,964	675,964	-	376,132	327,003
Founders	241,960	241,960	-	248,487	215,810
Total	17,817,128	18,859,935	1,042,807	19,817,831	16,633,220
Expense					
City	15,340,046	15,951,864	611,818	17,188,524	15,132,756
Parks	1,052,880	1,209,549	156,669	695,897	723,362
Founders	223,602	223,602	-	232,011	213,258
Total Expense	16,616,528	17,385,014	768,487	18,116,432	16,069,376
Balance Forward	1,200,600	1,474,921	274,321	1,701,398	563,844

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY 2026 Proposed
Balance Forward	9,529	9,529	-	17,293	24,426
Revenue					
FM Sponsor	1,000	1,000	-	535	1,000
Grant Income	-	-	-	-	-
Booth Space	63,000	63,000	-	67,000	67,000
Applications	1,400	1,400	-	1,500	1,200
Facility Fee	2,000	2,000	-	3,250	2,000
Interest Income	1,600	1,600	-	1,431	1,400
Market Event/Merch.	500	500	-	250	250
Transfer from General Fund	17,766	17,766	-	17,766	21,046
Total	96,795	96,795	-	109,026	118,322

Expense					
Advertising	3,000	3,000	-	1,000	1,500
Market Manager	62,382	62,382	-	63,000	64,951
Payroll Tax Expense	5,024	5,024	-	5,100	5,221
DSFM Benefits	7,285	7,285	-	7,400	8,713
Retirement	3,657	3,657	-	3,750	3,712
Entertainment& Activities	5,200	5,200	-	3,500	5,200
Dues Fees & Subscriptions	200	200	-	-	-
Training	200	200	-	100	200
Office Expense	100	100	-	-	100
Supplies Expense	500	500	-	250	2,000
Network & Phone	250	250	-	250	250
Cleaning & Maintenance	1,000	1,000	-	250	100
Other Expense					
Capital Fund					
Contingency Fund	500	500	-	-	500
Transfer to Reserve Fund	-	-	-	-	-
Total Expense	89,298	89,298	-	84,600	92,447
Balance Forward	7,497	7,497	-	24,426	25,875

PARKLAND DEDICATION FUND

Balance Forward	392,691	392,691	-	392,691	172,191
Revenue					
Parkland Fees	-	-	-	-	77,760
Total Revenue	392,691	392,691	-	392,691	249,951
Expense					
Park Improvements	392,691	392,691	-	220,500	172,191
TXF to AG Facility					
Master Naturalists					
Total Expenses	392,691	392,691	-	220,500	172,191
Balance Forward	-	-	-	172,191	77,760

PARKLAND DEVELOPMENT FUND

Balance Forward	116,610	116,610	-	116,610	83,362
Revenue					
Parkland Development Fees	-	-	-	31,752	-
Total Revenue	116,610	116,610	-	148,362	83,362
Expense					
Transfer to Parks	116,610	116,610	-	65,000	51,610
Total Expenses	116,610	116,610	-	65,000	51,610
Balance Forward	-	-	-	83,362	31,752

AG FACILITY FUND

Balance Forward	-	-	-	156,800	-
Revenue					
Ag Facility Fees	-	-	-	-	50,500
Total Revenues	-	-	-	156,800	50,500

Filed : June 30, 2026

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY 2026 Projected
Expense					
TXF to DSRP	-	-		156,800	59,500
Total Expense	-	-		156,800	59,500
Balance Forward	-	-		-	-

LANDSCAPING FUND

Balance Forward	478,767	478,767		509,913	422,913
Revenue					
Tree Replacement Fees				-	-
Total Revenues	478,767	478,767		509,913	422,913
Expense					
Sports and Rec Park	25,000	25,000		25,000	10,000
DSRP	10,000	10,000		10,000	10,000
FMP	10,000	10,000		10,000	10,000
Charro	10,000	10,000		10,000	10,000
Veterans Memorial Park	5,000	5,000		5,000	10,000
Historic Districts					
Professional Services					
Tree Maintenance				25,000	
Stephenson					200,000
City Hall Lawn and Tree Maintenance	2,000	2,000		2,000	2,000
Total Expense	62,000	62,000		87,000	252,000
Balance Forward	416,767	416,767		422,913	170,913

SIDEWALK FUND

Balance Forward	829	829		829	829
Revenue					
Fees	-	-		-	-
Total Revenues	829	829		829	829
Expense					
Expense	-	-		-	-
Total Expense	-	-		-	-
Balance Forward	829	829		829	829

DRIPPING SPRINGS RANCH PARK OPERATING FUND

Balance Forward	276,083	284,083	8,000	284,083	362,070
Revenue					
Stall Rentals	35,500	35,500	-	37,785	33,500
RV/Camping Site Rentals	21,000	21,000	-	21,000	21,000
Facility Rentals	130,500	130,500	-	110,000	111,500
Equipment Rental	10,000	10,000	-	24,250	15,000
Sponsorships & Donations	51,775	51,775	-	10,433	51,775
Grants	100,000	100,000	-	-	
Merchandise Sales	22,500	22,500	-	25,100	20,500
Riding Permits	10,000	10,000	-	10,000	10,000
Staff & Misc. Fees	4,700	4,700	-	3,500	4,700
Cleaning Fees	20,000	20,000	-	15,000	20,000
General Program and Events:					
- Riding Series	38,000	38,000	-	37,000	40,000
- Coyote Camp	140,000	140,000	-	140,000	140,000
- Misc. Events	12,000	12,000	-	72,111	10,000
- Programing	62,500	62,500	-	55,000	44,500
- Concert Series					
- Ice Rink	190,800	190,800	-	145,574	140,000
- Ice Rink Merchandise	2,000	2,000	-	3,156	-
Concessions	1,500	1,500	-	1,534	2,000
Other Income	500	500	-	846	500
Interest	4,500	4,500	-	8,600	
TXF from Ag Facility	-	-		156,800	

Filed : June 30, 2026

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY 2026 Projected
					Item 1.
TXF from HOT	308,800	308,800	-	308,800	330,000
HOT for Event Center Roof	300,000	300,000	-	300,000	-
HOT for Improvements	138,250	138,250	-	138,250	-
TXF from General Fund					
TXF from Landscape Fund					
TXF from PEG					
TXF from General Fund CLFRF					
Total Revenue	1,880,908	1,888,908	8,000	1,908,822	1,361,545
Expense					
Advertising	15,000	15,000	-	15,000	15,000
Office Supplies	10,000	10,000	-	7,500	7,500
Postage					
DSRP On Call					
Programing Staff	138,246	138,246	-	138,246	138,246
Network and Communications	8,912	8,912	-	15,000	13,500
IT Equipment & Support	3,700	3,700	-	3,700	3,700
Co-Sponsored Events	7,900	7,900	-	7,900	7,900
Sponsorship Expenses	2,100	2,100	-	2,100	2,100
Supplies and Materials					
Uniforms	1,000	1,000	-	1,000	1,000
Ranch House Supplies	1,000	1,000	-	1,000	1,000
Dues, Fees and Subscriptions	5,000	5,000	-	3,000	5,000
Mileage	500	500	-	500	500
Equipment	33,578	33,578	-	33,578	17,000
House Equipment					
Equipment Rental	3,000	5,000	2,000	5,000	3,000
Equipment Maintenance	25,000	25,000	-	20,000	25,000
Portable Toilets	2,500	2,500	-	-	2,500
Electric	90,000	90,000	-	90,000	90,000
Water	15,000	15,000	-	15,000	15,000
Septic	750	750	-	750	750
Lift Station Maintenance	5,000	5,000	-	5,000	5,000
Propane/Natural Gas	2,500	5,000	2,500	4,000	3,000
On Call Phone					
Alarm	13,317	13,317	-	15,000	13,317
Stall Cleaning & Repair	4,000	4,000	-	2,000	4,000
Training and Education					
General Program and Events:					
- Riding Series	28,000	28,000	-	25,000	25,000
- Coyote Camp	16,000	16,000	-	16,000	16,000
- Misc. Events	1,500	1,500	-	25,000	1,500
- Programing	13,000	13,000	-	13,000	9,500
- Concert Series					
- Ice Rink	229,169	229,169	-	206,093	206,093
Other Expense	20,000	20,000	-	20,000	20,000
Improvements	138,250	138,250	-	138,250	-
Tree Planting					
Contingencies	50,000	50,000	-	50,000	50,000
Fleet Acquisition					
Fleet Maintenance	5,500	5,500	-	2,500	2,500
General Maintenance and Repair	146,272	146,272	-	146,272	151,536
Grounds and General Maintenance					
House Maintenance	10,000	10,000	-	10,000	10,000
HCLE	13,200	13,200	-	13,200	13,200
Merchandise	15,500	15,500	-	18,000	20,500
Sales Tax Remittance	1,565	1,565	-	2,100	1,565
RV/Parking Lot					
Event Center Roof	600,000	600,000	-	456,593	-
TXF to Vehicle Replacement Fund	19,469	19,469	-	19,469	19,073
Total Expenses	1,695,430	1,699,930	4,500	1,546,752	920,481
Balance Forward	185,479	188,979	3,500	362,070	441,064

Filed : June 30, 2026

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY 2026 Projected
Balance Forward	555,045	555,045	-	1,055,857	326,706
Revenues					
Hotel Occupancy Tax	900,000	900,000	-	900,000	900,000
Interest	10,000	10,000	-	38,400	10,000
Total	1,465,045	1,465,045	-	1,994,257	1,236,706

Expenses					
Advertising	3,496	3,496	-	3,460	-
Christmas Lighting Displays	27,290	27,290	-	27,290	30,000
City Sponsored Events					
Historic Districts Marketing					
Signage	121,200	121,200	-	121,200	150,000
Arts					
Lighting					
Dues and Fees	5,000	5,000	-	4,890	5,000
TXF to Debt Service	92,055	92,055	-	92,055	88,528
RV/ Parking Lot					
Software	9,000	9,000	-	8,000	8,000
TXF to General Fund	-	-		255,000	
TXF to DSVB	375,000	375,000	-	375,000	425,000
TXF to Event Center	308,800	308,800	-	308,800	330,000
Event Center Roof	300,000	300,000	-	300,000	-
Event Center Improvements	138,250	138,250	-	138,250	-
Grants	33,633	33,633	-	33,606	62,900
Capital Reserve					100,000
Total expenses	1,413,724	1,413,724	-	1,667,551	1,199,428
Balance Forward	51,321	51,321	-	326,706	37,279

VISITORS BUREAU

Balance Forward	195,762	195,762	-	204,307	52,109
Revenue					
Fees					
- Wedding Showcase	9,000	9,000	-	-	9,000
- Songwriters Festival				-	500
Merchandise					
- Songwriters Festival	5,000	5,000	-	1,888	5,000
Sponsorships & Donations					
- Songwriter's Festival	50,000	50,000	-	17,092	30,000
- Stars in Dripping Springs	15,000	15,000	-	-	24,000
Grants					
TXF from HOT Fund	375,000	375,000	-	375,000	425,000
Other Revenues				8,711	
Interest	8,000	8,000	-	4,600	4,000
Total	657,762	657,762	-	611,598	549,609

Expense					
Personnel					
- Salaries	143,690	143,690	-	130,000	143,741
- Taxes	11,496	11,496	-	10,347	11,500
- Benefits	14,627	14,627	-	13,164	17,426
- TMRS	8,424	8,424	-	7,581	8,215
Dues, Fees and Subscriptions	4,014	4,014	-	9,000	4,014
Advertising & Marketing	111,500	111,500	-	111,500	121,500
Supplies	2,300	2,300	-	2,300	2,300
IT Equipment & Support	5,555	5,555	-	5,000	1,000
Software	21,621	21,621	-	21,621	26,020
Training & Education	6,000	6,000	-	6,000	7,175
Professional Services					
- Marketing Consultant	-	-		-	-
Utilities					
- Water					
- Electricity	1,000	1,000	-	1,000	
- Phone/Network					

Filed : June 30, 2026

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY 2026 Projected
					Item 1.
Website	12,000	12,000	-	12,000	6,000
Office Maintenance/Repairs	12,176	12,176	-	12,176	11,270
Office Improvements	-	-	-	-	29,000
Postage	500	500	-	600	800
Other					
Songwriter's Festival	115,300	115,300	-	115,300	96,050
Wedding Showcases	2,000	2,000	-	-	4,600
Stars in Dripping Springs	51,900	51,900	-	51,900	27,200
Transfer to Capital	50,000	50,000	-	50,000	30,000
Total expenses	574,103	574,103	-	559,489	548,811
Balance Forward	83,659	83,659	-	52,109	798

UTILITY FUND

Balance Forward	6,563,092	6,567,556	4,464	6,567,556	2,688,553
Wastewater					
Revenue					
Wastewater Service	1,675,000	1,675,000	-	1,675,000	2,700,000
Late Fees/Rtn check fees	7,500	7,500	-	-	-
Delayed Connection Fees	5,000	5,000	-	9,200	5,000
Reuse Water Income	-	-	-	75,657	-
Total Revenues	1,687,500	1,687,500	-	1,759,857	2,705,000

Expense

System Operations and Maintenance:

- Routine Operations	95,700	95,700	-	95,700	65,000
- Non-Routine Operations	94,400	94,400	-	94,400	50,000
- System Maintenance & Repair	80,000	80,000	-	80,000	80,000
- Odor Control	35,000	25,000	(10,000)	25,000	-
- Drip Field Maint & Repairs	51,000	51,000	-	51,000	40,000
- Lift Station Preventative Maintenance	81,000	81,000	-	80,000	90,000
- WWTP Maintenance	70,000	50,000	(20,000)	156,000	90,000
- Chemicals	20,000	50,000	30,000	50,000	70,000
- Electricity	105,000	105,000	-	105,000	140,000
- Sludge Hauling	210,000	210,000	-	210,000	230,000
- Generator Maintenance	20,000	20,000	-	20,000	30,000

Arrowhead Operations and Maintenance:

- Routine Operations	26,000	26,000	-	26,000	15,000
- Non-Routine Operations	24,000	24,000	-	24,000	15,000
- Lift Station Cleaning	9,000	9,000	-	-	-
- Drip Field Maint & Repairs	50,000	50,000	-	-	-
- Lift Station repairs	5,000	5,000	-	-	-
- Lift Station Preventative Maintenance	3,000	3,000	-	17,000	14,000
- WWTP Repairs/Pump Repairs	17,000	17,000	-	-	-
- Chemicals	18,000	18,000	-	18,000	22,000
- Electricity	38,000	38,000	-	38,000	35,000
- Sludge Hauling	40,000	40,000	-	40,000	37,000
- Arrowhead Plant Lease(s)	286,560	286,560	-	286,560	286,560

Big Sky Operations and Maintenance:

- Routine Operations	26,000	26,000	-	26,000	26,000
- Non-Routine Operations	21,450	21,450	-	21,450	15,000
- Drip Field Maint & Repairs	7,500	7,500	-	7,500	7,500
- WWTP Repairs/Pump Repairs	15,000	15,000	-	5,000	15,000
- Chemicals	18,000	18,000	-	18,000	22,000
- Electricity	38,000	38,000	-	38,000	26,000
- Sludge Hauling	40,000	40,000	-	40,000	375,505
- Supplies					

Village Grove Operations and Maintenance:

- Routine Operations	26,000	26,000	-	-	10,000
- Non-Routine Operations	24,000	24,000	-	-	8,000
- Lift Station Cleaning	9,000	9,000	-	-	-
- Drip Field Maint & Repairs	50,000	50,000	-	-	5,000
- Lift Station repairs	5,000	5,000	-	-	-
- Lift Station Preventative Maintenance	3,000	3,000	-	-	-

Filed : June 30, 2026

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY 2026 Projected
- WWTP Repairs/Pump Repairs	17,000	17,000	-	-	10,000
- Chemicals	18,000	18,000	-	-	12,000
- Electricity	38,000	38,000	-	-	12,000
- Sludge Hauling	40,000	40,000	-	-	15,000
Wildridge Operations and Maintenance:					
- Routine Operations	26,000	26,000	-	-	-
- Non-Routine Operations	24,000	24,000	-	-	-
- Lift Station Cleaning	9,000	9,000	-	-	-
- Drip Field Maint & Repairs	50,000	50,000	-	-	-
- Lift Station repairs	5,000	5,000	-	-	-
- Lift Station Preventative Maintenance	3,000	3,000	-	-	-
- WWTP Repairs/Pump Repairs	17,000	17,000	-	-	-
- Chemicals	18,000	18,000	-	-	-
- Electricity	38,000	38,000	-	-	-
- Sludge Hauling	40,000	40,000	-	-	-
Water Reuse Operations					
- System Maintenance & Repair	20,000	20,000	-	20,000	20,000
- Routine Operations	10,000	10,000	-	10,000	17,000
- Non-Routine Operations	10,000	10,000	-	10,000	10,000
- Irrigation	10,000	10,000	-	10,000	40,000
- Electricity			-	5,000	5,000
Transfer to Vehicle Replacement Fund	51,908	51,908	-	51,908	52,946
Total Expense	2,106,518	2,106,518	-	1,679,518	2,013,511

DEVELOPMENT/CAPITAL

Revenues					
Developer Reimbursed Costs	370,000	370,000	-	142,000	402,000
Portion of Sales Tax	900,000	900,000	-	2,500,000	2,000,000
Overuse fees	200,000	200,000	-	100,500	100,000
Line Extension Fees					
Reuse Fees					
FM 150 WWU Line Reimbursement	-	-			
Other Income	40,000	40,000	-	40,000	40,000
PEC	140,000	140,000	-	181,486	140,000
ROW Fees	3,500	3,500	-	8,229	3,500
Cable	130,000	130,000	-	130,000	130,000
TX Gas Franchise Fees	6,000	6,000	-	33,490	6,000
Interest	215,000	215,000	-	125,000	100,000
Total Revenue	2,004,500	2,004,500	-	3,260,705	2,921,500

Expense					
- Construction Phase Services HR TEFS 1873-001	5,000	5,000	-	1,000	15,000
- Misc. Planning/Consulting 1431-001	50,000	50,000	-	12,500	95,000
- Planning & Permitting	4,000	4,000	-		
- 2nd Amendment CIP 1881-001	-	-			
- Sewer Planning CAD 1971-001	5,000	5,000	-	1,500	15,000
- Water Planning 1982-001	4,000	4,000	-	1,500	40,000
- FM 150 WWU Line 1989-001	12,000	12,000	-	1,500	20,000
- Parallel West Interceptor Design& Cost					
- Caliterra Plan Review & construction Phase Services 15	12,500	12,500	-	1,000	5,000
- TLAP Renewal application 1732-001					
- Arrowhead PR & Const. Phase Services - 1967-001	2,000	2,000	-	500	1,000
- Heritage PID PR & Cons. Phase Services - 1734-001	30,000	30,000	-	2,000	2,000
- Double L Planning & Const. Phase Services - 1743-001	50,000	50,000	-	40,000	100,000
- Cannon Tract - 1842-001					
- Driftwood 522 PR & Const. Phase Services - 1900-001	25,000	25,000	-	35,000	100,000
- Big Sky PR & Const Phase Services - 1913-001	2,500	2,500	-	2,000	10,000
- Driftwood Creek PR & Const Phase Services - 1917-00	25,000	25,000	-	2,000	20,000
- Cannon/Cynosure/Double L Water CCN App. - 2007-001					
- Cynosure-Wild Ridge - 2009-001	20,000	20,000	-	15,000	25,000
- Oryx Cannon 58 Plan Review & CPS - 60972-2	5,000	5,000	-	5,000	10,000
- New Growth Plan Review & CPS - 60972-2	10,000	10,000	-	500	500
- AHC Apartments - PDD 11	1,000	1,000	-		
- Arrowhead WWTP & Drip System Install Design	5,000	5,000	-	1,500	

Filed : June 30, 2026

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY 2026 Proposed
- Heritage/Cannon Lift Station	25,000	25,000	-		
- Cannon Ranch Gateway Village Plan Review & CPS - (	27,500	27,500	-	6,000	26,000
- Effluent HP 1952-001 - Engineering				45,000	50,000
- Effluent Holding Pond - Construction	50,000	50,000	-		
- HR Treated Effluent Fill Station - 60972-8	-	-		-	-
- Water Reuse	240,000	240,000	-	240,000	-
- Arrowhead Lift station Upgrades	150,000	150,000	-	150,000	-
- Big Sky Maintenance Building	-	-		-	-
- Flow Control: Driftwood Golf Course	150,000	150,000	-	150,000	-
- GIS Implementation	100,000	100,000	-	100,000	-
- Asset Management	150,000	150,000	-	150,000	-
- Transfer to Debt Service	2,268,211	2,268,211	-	2,268,211	-
- Stephenson Building Parking Lot Improvements - 6097	-	-		500	500
- Lazare Properties Review - 60972-38	-	-		500	1,000
- Howard Ranch Plan Review - 60972-40	-	-		1,000	5,000
- HEB - 60972-41	-	-		500	500
- Cannon Regional LS Planning - 60972-42	-	-		20,000	80,000
- Penn Tract WW Evaluation - 60972-43	-	-		2,000	2,500
- Oryx WW Evaluation - 60972-47	-	-		1,000	2,000
- Loan Assistance - 60972-48	-	-		3,000	-
- Uriegas Dental - 60972-49	-	-		500	500
- St. Martin de Porres - 60972-50	-	-		500	2,000
- Fellers Tract WW Service - 60972-51	-	-		500	1,000
- Temporary 210 Irrigation Areas - 60972-52	-	-		12,500	50,000
- Treated Effluent System Modeling - 60972-53	-	-		10,000	10,000
- Salt Lick WW Service - 60972-54	-	-		2,500	5,000
- Roxie's PR - 60972-32	-	-		-	1,000
Total Expense	3,428,711	3,428,711	-	3,286,711	725,500

TWDB PROJECT**Revenues**

TXF from TWDB	1,915,000	5,259,207	3,344,207	1,709,652	2,440,000
Total Revenue	1,915,000	5,259,207	3,344,207	1,709,652	2,440,000

Expense

TWDB Engineering:

- West Interceptor, SC, LS, FM and TE line 1950-001	210,000	210,000	-	150,000	300,000
- East Interceptor 1951-001	185,000	185,000	-	10,000	400,000
- Reclaimed Water Facility 1953-001	200,000	200,000	-	45,000	250,000
- WWTP Design Assistance					
- So Regional WW System Exp P&M 1923-001	30,000	30,000	-	7,000	
- TWDB South Regional WW System Expansion - CZP 1	-	-		35,000	30,000

Miscellaneous:

- Special Counsel and Consultants	1,325,000	1,325,000	-	215,000	1,410,000
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TWDB Capital Projects:

- West Interceptor	-	3,344,207	3,344,207	3,344,207	-
- South Collector, LS and FM and TE Line	-	-			
- East Interceptor	-	-			
- WWTP	-	-			

Total Expense	1,950,000	5,294,207	3,344,207	3,806,207	2,390,000
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WATER**Revenue**

Fees:

- Tap Fees					
- Impact Fees					
- Meter Set Fees	3,000	3,000	-	1,750	1,000
- Disconnect Fees					
- Equipment Fees	10,000	10,000	-	10,955	5,000
- Inspection Fees	2,500	2,500	-	1,000	1,000

Rates:

- Base Rate	125,000	125,000	-	175,000	270,000
- Usage	275,000	275,000	-	800,000	

Filed : June 30, 2026

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY 2026 Proposed
- Penalties					
Other Revenues	6,000	6,000	-	-	-
TXF from Wastewater Fund					
Total Revenue	421,500	421,500	-	988,705	1,077,000
Expense					
System Operations and Maintenance:					
- Routine Operations	35,000	35,000	-	35,000	30,000
- Non Routine Operations	20,000	20,000	-	20,000	20,000
- System Maintenance & Repair	27,500	27,500	-	27,500	27,500
- Water Meters	100,000	100,000	-	100,000	100,000
Operating and Maintenance					
Wholesale Water Purchase - WTCPUA	675,000	675,000	-	670,000	850,000
Total Expense	857,500	857,500	-	852,500	1,027,500

ADMINISTRATION**Expense**

Administrative and General Expense:

- Administrative/Billing Expense	-	-			
- Legal Fees	55,000	55,000	-	55,000	55,000
- Auditing	10,000	10,000	-	10,000	13,600
- Software	15,000	15,000	-	15,000	15,000
- IT Equipment & Support	7,000	7,000	-	7,000	36,000

Systems Operations and Maintenance:

- Phone/Network				12,000	25,000
- Equipment	570,000	570,000	-	570,000	220,000
- Equipment Maintenance	15,000	15,000	-	15,000	15,000
- Fleet Acquisition	80,000	80,000	-	80,000	
- Fleet Maintenance	16,000	16,000	-	16,000	16,000
- Fuel	25,000	25,000	-	25,000	25,000
- Laboratory Testing	80,000	80,000	-	80,000	80,000
- SCADA	20,000	20,000	-	20,000	25,000
Supplies	60,000	60,000	-	60,000	45,000

Other Expense

Public Relations

Postage	30,000	30,000	-	30,000	30,000
Uniforms	15,000	15,000	-	15,000	10,000
Training	25,000	25,000	-	25,000	20,000
Dispatch	-	-			
Salaries	716,410	716,410	-	680,589	704,946
Overtime	48,672	48,672	-	43,805	48,672
Taxes	63,542	63,542	-	60,365	62,665
Benefits	87,546	87,546	-	83,169	104,480
Retirement	46,377	46,377	-	44,058	44,555
On Call	26,000	26,000	-	26,000	26,000
Transfer to General Fund	271,199	275,663	4,464	-	-
Total Expense	2,282,746	2,287,210	4,464	1,972,986	1,621,919

CONSOLIDATED UTILITY FUND**Revenue**

Balance Forward	6,563,092	6,567,556	4,464	6,567,556	2,688,553
Development/Capital	2,004,500	2,004,500	-	3,260,705	2,921,500
TWDB Project	1,915,000	5,259,207	3,344,207	1,709,652	2,440,000
Wastewater	1,687,500	1,687,500	-	1,759,857	2,705,000
Water	421,500	421,500	-	988,705	1,077,000
Operations	-	-	-	-	-
Total	12,591,592	15,940,263	3,348,670	14,286,476	11,832,053

Expense

Development/Capital	3,428,711	3,428,711	-	3,286,711	725,500
TWDB Project	1,950,000	5,294,207	3,344,207	3,806,207	2,390,000
Wastewater	2,106,518	2,106,518	-	1,679,518	2,013,511
Water	857,500	857,500	-	852,500	1,027,500
Operations	2,282,746	2,287,210	4,464	1,972,986	1,621,919
Total Expense	10,625,475	13,974,145	3,348,670	11,597,922	7,178,010

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY 2026 Proposed
Balance Forward	1,966,117	1,966,117	0	2,688,553	4,053,624
TWDB FUND					
Balance Forward	931	931		943	968
Revenues	1,915,000	1,915,000		1,709,652	2,440,000
Interest	25	25		25	25
Total revenue	1,915,956	1,915,956		1,710,620	2,440,993
Expenses					
Escrow Fees					
Expenses	1,915,000	1,915,000		1,709,652	2,440,000
Total Expenses	1,915,000	1,915,000		1,709,652	2,440,000
Balance Forward	956	956		968	993
IMPACT FUND					
Bal Forward	1,245,927	1,245,927		1,965,368	1,013,833
Revenue					
Impact Fees	758,000	758,000		1,454,490	1,100,000
Impact Fee Deposits					
Interest Income	20,000	20,000		50,000	20,000
Transfer from Debt 2015	-	-		12,031	-
Total	2,023,927	2,023,927		3,481,889	2,133,833
Expense					
TXF to Debt Service 2015	-	-		480,079	
TXF to Debt Service 2019				977,090	1,036,353
TXF to Debt Service 2022				1,010,887	1,097,458
Total expense	-	-		2,468,056	2,133,811
Total Bal Forward	2,023,927	2,023,927		1,013,833	23
DEBT SERVICE FUND 2015					
Bal Forward	867,624	867,624		196,857	-
Revenue					
TXF from Impact Fund	-	-		480,079	-
Interest	19,000	19,000		5,500	-
Total Revenue	886,624	886,624		682,436	-
Expenses					
Debt Payment 2015	670,406	670,406		670,406	-
Transfer to Impact Fund	-	-		12,031	-
Total Expense	670,406	670,406		682,436	-
Balance Forward	216,219	216,219		-	-
DEBT SERVICE FUND 2013					
Bal Forward	107,420	107,420		107,298	111,978
Revenue					
TXF from HOT	92,055	92,055		92,055	88,528
Interest	3,000	3,000		3,000	3,000
Total	202,475	202,475		202,353	203,506
Expense					
Tax Series 2013	90,375	90,375		90,375	92,055
Total Expenses	90,375	90,375		90,375	92,055
Balance Forward	112,100	112,100		111,978	111,451
DEBT SERVICE FUND 2019					
Bal Forward	102,118	102,118		102,904	1,149,446
Revenue					
TXF from Impact Fees	1,073,553	1,073,553		977,090	1,026,353
Transfer from Utility Fund	-	-		1,134,106	-

Item 1.

Filed : June 30, 2026

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY 2026 Projected
Interest	20,000	20,000		8,900	8,000
Total	1,195,671	1,195,671		2,222,999	2,193,799

Expense

Tax Series 2019	1,073,553	1,073,553		1,073,553	1,103,553
Total Expenses	1,073,553	1,073,553		1,073,553	1,103,553
Balance Forward	122,118	122,118		1,149,446	1,090,246

DEBT SERVICE FUND 2022

Bal Forward	186,908	186,908		187,373	1,149,097
Revenue					
TXF from Impact Fees	1,194,658	1,194,658		1,010,887	1,097,458
Transfer from Utility Fund	-	-		1,134,106	
Interest	15,000	15,000		8,500	8,000
Total	1,396,566	1,396,566		2,340,865	2,254,554

Expense

Tax Series 2022	1,191,178	1,191,178		1,191,769	1,191,178
Total Expenses	1,191,178	1,191,178		1,191,769	1,191,178
Balance Forward	205,388	205,388		1,149,097	1,063,377

DEBT SERVICE FUND 2025

Bal Forward	14,146,914	14,146,914		14,076,667	11,460,607
Revenue					
TXF from Bond Proceeds	-	-		-	-
Interest	-	-		427,370	200,000
Transfer in from HOT Fund					
Transfer in from Landscaping Fund					
TxDOT TAG Funding					1,533,164
Hays County POSAC Funding					1,605,000
DSWSC Waterline Replacement Funding					488,000
Total	14,146,914	14,146,914		14,504,037	15,286,771

Expense

- Old Fitzhugh Road				5,000	6,285,843
- Stephenson Bldg & Parking				2,347,482	2,342,372
- Maintenance Facility					412,805
- Street Improvements	690,948	690,948		690,948	1,454,825
- Transportation Improvements					
- Other					
Total Expenses	690,948	690,948		3,043,430	10,495,844
Balance Forward	13,455,966	13,455,966		11,460,607	4,790,927

PEG FUND

Balance Forward	188,578	188,578		173,633	208,933
Revenues					
TWC	30,000	30,000		30,000	30,000
Interest Income	4,000	4,000		5,300	5,000
Total Revenues	222,578	222,578		208,933	243,933

Expense

TXF to Event Center	-	-		-	-
Total Expense	-	-		-	-
Balance Forward	222,578	222,578		208,933	243,933

RESERVE FUND

Balance Forward	3,536,163	3,536,163		3,338,828	3,742,228
Revenue					
TXF from General Fund	500,000	500,000		300,000	
Interest	75,000	75,000		103,400	

Item 1.

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Filed : June 30, 2026

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY 2026 Projected
Total	4,111,163	4,111,163		3,742,228	4,142,228
Expense					
Expense	-	-		-	-
Total Expense	-	-		-	-
Balance Forward	4,111,163	4,111,163		3,742,228	4,142,228
TIRZ 1					
Balance Forward	275,827	275,827		685,321	875,582
Revenues					
City AV	352,305	352,305		401,696	557,254
County AV	372,227	372,227		475,502	879,499
Interest Income	20,000	20,000		40,800	20,000
Total Revenue	1,020,358	1,020,358		1,603,318	2,332,336
Expense					
TIRZ Expense					
Project Management/Misc. Costs	21,000	21,000		21,000	21,000
Project Administration P3 Works	8,000	8,000		16,000	8,000
Legal Fees				3,000	3,500
Projects:					
- Town Center	45,000	45,000		-	45,000
- Old Fitzhugh Road	130,870	130,870		130,870	15,000
- Downtown Parking	15,000	15,000		15,000	3,750
- Stephenson Building	19,375	19,375		19,375	5,000
- Downtown Master Plan (Road/Sidewalk/Drainage)	90,125	90,125		-	220,000
- Library	250,000	250,000		250,000	-
- Creek Road	45,000	45,000		-	130,000
Misc. Consulting	15,000	15,000		-	15,000
Series 2025 TIRZ I Allocation	272,491	272,491		272,491	355,877
Total Expense	911,861	911,861		727,736	822,127
Balance Forward	108,497	108,497		875,582	1,510,209
TIRZ 2					
Balance Forward	2,846,228	2,846,228		2,392,714	3,138,764
Revenue					
Interest Income	30,000	30,000		72,400	30,000
City AV	353,280	353,280		429,497	466,847
County AV	712,108	712,108		741,517	735,794
Total Revenue	3,941,616	3,941,616		3,636,128	4,371,404
Expense					
Project Management/Misc. Costs	21,000	21,000		21,000	21,000
Project Administration P3 Works	8,000	8,000		3,000	8,000
Legal				3,000	3,500
Projects:					
- Town Center	15,000	15,000		-	15,000
- Old Fitzhugh Road	43,623	43,623		43,623	5,000
- Downtown Parking	5,000	5,000		5,000	1,250
- Stephenson Building	19,375	19,375		19,375	5,000
- Downtown Master Plan (Road/Sidewalk/Drainage)	90,125	90,125		-	220,000
- Library	250,000	250,000		250,000	-
- Creek Road	45,000	45,000		-	130,000
Misc. Consulting	15,000	15,000		-	15,000
Series 2025 TIRZ II Allocation	152,366	152,366		152,366	201,303
Total Expense	664,489	664,489		497,364	625,053
Balance Forward	3,277,127	3,277,127		3,138,764	3,746,351
VEHICLE REPLACEMENT FUND					
Balance Forward	514,651	514,651		748,707	982,763
Revenue					
TXF from General Fund	162,679	162,679		162,679	

Item 1.

	FY 2026 Adopted	FY 2026 Amended	Change	FY 2026 Projected	FY 2026 Proposed
					Item 1.
TXF from DSRP	19,469	19,469		19,469	19,073
TXF from WWU	51,908	51,908		51,908	52,946
Total Revenue	748,707	748,707		982,763	1,210,164
Expense					
Vehicle Replacement	-	-		-	-
Total Expense	-	-		-	-
Balance Forward	748,707	748,707		982,763	1,210,164



DRIPPING SPRINGS
Texas

Item 2.

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

From: Shawn Cox, Deputy City Administrator 

Date: July 21, 2026

RE: May 2026 City Treasurer's Report

General Fund:

The General Fund received **\$1,043,034.72** in revenues for April.

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

- 100-000-40001: Sales Tax Revenue – \$452,159.08 was received in May, of which \$344,423.82 is considered City Revenues and is not allocated to either the Utility Fund or through agreements. This is a 0.72% increase from May 2025 receivables.
- 100-200-43030: Subdivision Fees – The City collected \$43,128.00 in subdivision fees, bringing the fiscal year total to \$480,586.61, or \$20,761.61 more than budgeted.
- 100-201-43031: Building Code Fees – The City collected \$270,272.50 in Building Code Fees in May.
- 100-400-44001: Community Service Fees – IN May, the City collected \$1,195.00 in Community Service Fees. This brings the total collected in FY 2026 to \$2,775, or \$1,000.00 more than budgeted.
- 100-402-44003: Aquatic Fees - \$23,525.50 was collected in Aquatic Fees. This is 71.83% of the \$32,750.00 to be collected this year.

General Fund expenditures are in line with the adopted/projected budget.

Utility Fund:

The Utility Fund received **\$588,385.70** in revenues for May.

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

- 400-300-43018: Wastewater Service Fees – The Utility Fund collected \$95,431.51 in Wastewater Service Fees in May.
- 400-301-43041: Water Usage – Through May, \$654,318.15 has been collected in water usage fees.
- 400-320-41001: PEC Franchise Fee – Franchise fees collected total \$181,486.09 through May. This is \$41,486.09 (29.63%) more than budgeted.
- 400-320-41003: Cable Franchise Fee - \$31,249.19 was received in May, bringing the total collected to \$100,110.51 (77.01%).
- 400-320-41004: Gas Franchise Fee – In May, the City received \$25,527.14 in Gas Franchise Fees.
- 400-320-47009: Sales Tax – \$161,153.33 in Sales Tax proceeds were allocated to the Utility Department. This is for both April and May's allocations.

Utility Fund expenditures are in line with the adopted/projected budget.



DRIPPING SPRINGS Texas

Item 2.

Dripping Springs Ranch Park (DSRP):

The Ranch Park received **\$117,508.31** in May.

DSRP revenues are in line with the adopted/projected budget. Line items of note include:

- 200-401-43010: Stall Rental Fees – Through May, \$37,784.77 has been collected, which is \$2,2284.77 (6.44%) more than budgeted.
- 200-401-43012: Facility Rental Fees – The \$6,802.50 collected in May brings the total collection for FY 2026 to \$96,354.24, or 73.83%.
- 200-401-43013: Equipment Rental Fees - \$24,145.06 has been collected though May. This is \$14,145.06 (141.45%) more than budgeted.
- 200-401-44005: Coyote Camp – May saw the deposit of \$24,640.00 in this line item. Collections though May total \$135,792.50 (96.99%).
- 200-401-44007: Miscellaneous Events – In May, \$43,670.00 was collected. These revenues are related to the Eggstravaganza event. A portion will be paid back to the event organizer in accordance with the agreement.
- 200-401-46006: Merchandise Sales – To date, \$25,097.11 has been collected, which is \$2,598.11 (11.55%) more than budgeted.

DSRP expenditures are in line with the adopted/projected budget. Line items of note include:

- 200-401-64029: Miscellaneous Events - \$7,381.39 was paid back to the Eggstravaganza organizers from this line item. While currently over budget, these expenditures are offset by the revenues collected for the events. This will be updated in the FY 2026 projected year-end budget.

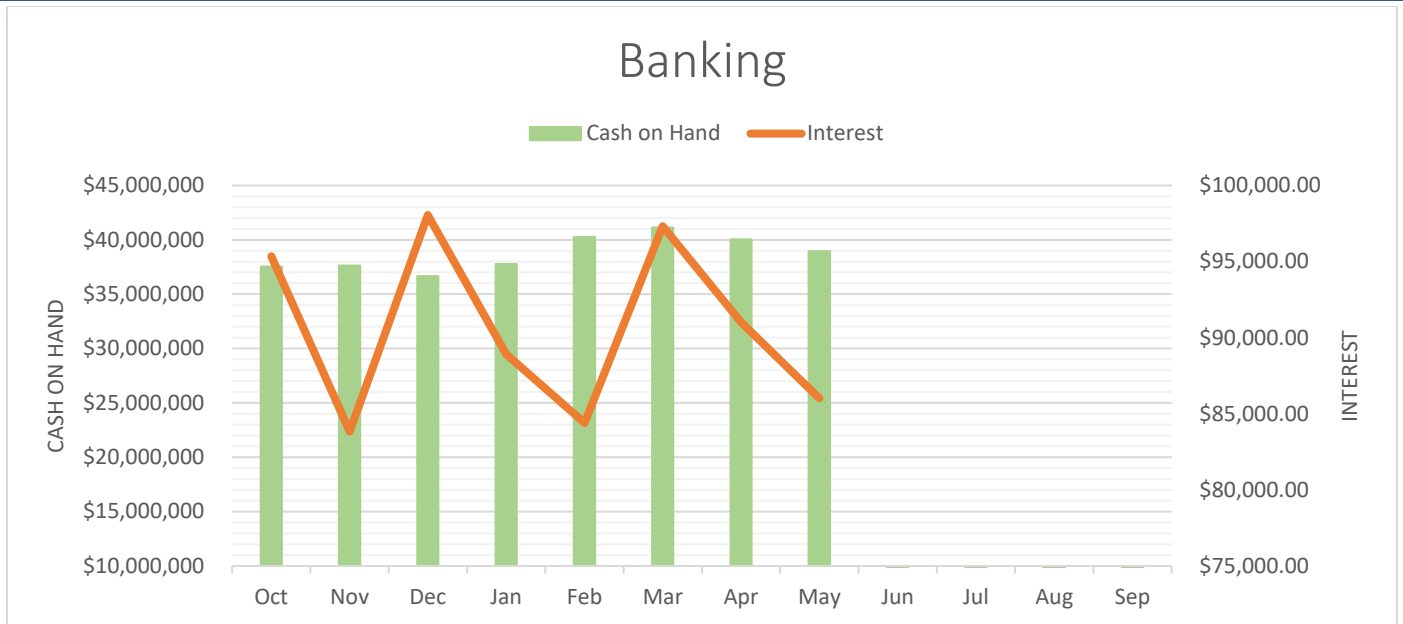
Banking:

On March 28th, the City's cash balance was **\$38.95 Million**. This is a 2.7% decrease from the previous month's cash balances. A total of **\$86,020.84** was collected in interest revenues in May.



DRIPPING SPRINGS Texas

Item 2.



Journal Entries:

There were no Journal Entries for the month of May 2026.



DRIPPING SPRINGS
Texas

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund							
Revenue							
Department: 000 - Undesignated							
100-000-40000	Ad Valorem Tax	4,933,596.36	4,933,596.36	27,821.13	4,800,483.12	-133,113.24	2.70 %
100-000-40001	Sales Tax Revenue	4,600,000.00	4,600,000.00	452,159.08	3,320,449.79	-1,279,550.21	27.82 %
100-000-40006	Ad Valorem Tax Penalty/Interest	4,000.00	4,000.00	3,269.00	10,959.41	6,959.41	273.99 %
100-000-41000	Solid Waste Franchise Fee	60,000.00	60,000.00	0.00	37,524.97	-22,475.03	37.46 %
100-000-42000	Alcohol Permit Fees	5,000.00	5,000.00	0.00	2,942.50	-2,057.50	41.15 %
100-000-46000	FEMA	0.00	0.00	0.00	7,549.79	7,549.79	0.00 %
100-000-46001	Other Revenues	40,000.00	40,000.00	74,061.00	182,341.91	142,341.91	455.85 %
100-000-46002	Interest	175,000.00	175,000.00	13,945.65	113,411.75	-61,588.25	35.19 %
100-000-46013	Opioid Abatement	0.00	0.00	0.00	62.68	62.68	0.00 %
100-000-46014	Transportation Improvements Reim	1,850,000.00	1,850,000.00	0.00	190,623.58	-1,659,376.42	89.70 %
100-000-47005	Transfer from HOT Fund	3,496.00	3,496.00	0.00	0.00	-3,496.00	100.00 %
100-000-47010	Transfer from Wastewater Fund	281,199.17	281,199.17	0.00	0.00	-281,199.17	100.00 %
100-000-47019	Transfer from Series 2025	690,948.00	690,948.00	0.00	0.00	-690,948.00	100.00 %
Department: 000 - Undesignated Total:		12,643,239.53	12,643,239.53	571,255.86	8,666,349.50	-3,976,890.03	31.45 %
Department: 105 - Communications							
100-105-46006	Merchandise	0.00	0.00	0.00	2,463.86	2,463.86	0.00 %
Department: 105 - Communications Total:		0.00	0.00	0.00	2,463.86	2,463.86	0.00 %
Department: 200 - Planning & Development							
100-200-42001	Health Permits/Inspections	60,000.00	60,000.00	2,270.00	42,640.00	-17,360.00	28.93 %
100-200-43000	Site Development Fees	50,000.00	50,000.00	0.00	169,035.82	119,035.82	338.07 %
100-200-43002	Zoning Fees	65,000.00	65,000.00	0.00	0.00	-65,000.00	100.00 %
100-200-43030	Subdivision Fees	459,825.00	459,825.00	43,218.00	480,586.61	20,761.61	104.52 %
Department: 200 - Planning & Development Total:		634,825.00	634,825.00	45,488.00	692,262.43	57,437.43	9.05 %
Department: 201 - Building							
100-201-42001	Health Permit	0.00	0.00	0.00	-350.00	-350.00	0.00 %
100-201-42007	Sign Permits	0.00	0.00	1,295.60	50,246.98	50,246.98	0.00 %
100-201-43029	Fire Inspections	40,000.00	40,000.00	96,288.00	225,386.70	185,386.70	563.47 %
100-201-43031	Building Code Fees	1,500,000.00	1,500,000.00	270,272.50	1,451,946.63	-48,053.37	3.20 %
Department: 201 - Building Total:		1,540,000.00	1,540,000.00	367,856.10	1,727,230.31	187,230.31	12.16 %
Department: 304 - Maintenance							
100-304-43050	Street/ROW Fee	0.00	0.00	100.00	100.00	100.00	0.00 %
Department: 304 - Maintenance Total:		0.00	0.00	100.00	100.00	100.00	0.00 %
Department: 400 - Parks & Recreation							
100-400-44000	Sponsorships & Donations	6,000.00	6,000.00	0.00	1,250.00	-4,750.00	79.17 %
100-400-44001	Community Service Fees	1,375.00	1,375.00	1,195.00	2,775.00	1,400.00	201.82 %
100-400-44002	Program & Event Fees	8,800.00	8,800.00	1,200.00	5,250.00	-3,550.00	40.34 %
100-400-44004	Park Rental Income	19,000.00	19,000.00	360.00	13,742.00	-5,258.00	27.67 %
100-400-47002	Transfer from Parkland Dedication	116,610.00	116,610.00	0.00	0.00	-116,610.00	100.00 %
100-400-47003	Transfer from Landscaping Fund	60,000.00	60,000.00	0.00	0.00	-60,000.00	100.00 %
100-400-47005	Transfer from HOT Fund	16,500.00	16,500.00	0.00	0.00	-16,500.00	100.00 %
100-400-47014	Transfer from Parkland Developme	392,690.61	392,690.61	0.00	0.00	-392,690.61	100.00 %
Department: 400 - Parks & Recreation Total:		620,975.61	620,975.61	2,755.00	23,017.00	-597,958.61	96.29 %
Department: 402 - Aquatics							
100-402-44003	Aquatic Fees	32,750.00	32,750.00	23,525.50	23,525.50	-9,224.50	28.17 %
100-402-44004	Park Rental Income	22,238.75	22,238.75	1,940.00	2,210.00	-20,028.75	90.06 %
100-402-46006	Merchandise Sales	0.00	0.00	0.00	341.46	341.46	0.00 %

Budget Report

For Fiscal: FY 2025-2026 Period Ending: Item 2. 6

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-402-46012	Reimbursement of Utility Costs	0.00	0.00	0.00	2,170.00	2,170.00	0.00 %
	Department: 402 - Aquatics Total:	54,988.75	54,988.75	25,465.50	28,246.96	-26,741.79	48.63%
	Department: 404 - Founders Day						
100-404-43012	FD Facility Rental	10,000.00	10,000.00	-6,511.32	8,488.68	-1,511.32	15.11 %
100-404-45000	FD Craft/Business Booths	12,150.00	12,150.00	-1,750.00	61,013.00	48,863.00	502.16 %
100-404-45001	FD Food Booths	1,612.50	1,612.50	1,612.50	1,612.50	0.00	0.00 %
100-404-45002	FD BBQ Cooker Registration Fees	6,650.00	6,650.00	6,700.00	6,700.00	50.00	100.75 %
100-404-45003	FD Carnival	20,000.00	20,000.00	20,796.43	20,796.43	796.43	103.98 %
100-404-45004	FD Parade Registration Fees	0.00	0.00	0.00	1,960.00	1,960.00	0.00 %
100-404-45005	FD Sponsorships	120,000.00	120,000.00	5,650.00	113,139.00	-6,861.00	5.72 %
100-404-45006	FD Parking Fees	0.00	0.00	1,446.65	1,446.65	1,446.65	0.00 %
100-404-45007	FD Electric Fees	3,300.00	3,300.00	2,170.00	3,210.00	-90.00	2.73 %
	Department: 404 - Founders Day Total:	173,712.50	173,712.50	30,114.26	218,366.26	44,653.76	25.71%
	Revenue Total:	15,667,741.39	15,667,741.39	1,043,034.72	11,358,036.32	-4,309,705.07	27.51%
	Expense						
	Department: 000 - Undesignated						
100-000-60000	Salaries	4,248,369.20	4,248,369.20	-151,835.18	0.00	4,248,369.20	100.00 %
100-000-61000	Health Insurance	394,103.32	394,103.32	0.00	50,833.43	343,269.89	87.10 %
100-000-61001	Dental Insurance	0.00	0.00	0.00	1.52	-1.52	0.00 %
100-000-61002	Medicare	0.00	0.00	0.00	4.18	-4.18	0.00 %
100-000-61003	Social Security	0.00	0.00	0.00	17.88	-17.88	0.00 %
100-000-61005	Federal Withholding	333,759.29	333,759.29	0.00	0.00	333,759.29	100.00 %
100-000-61006	TMRS	239,938.88	239,938.88	0.00	17.56	239,921.32	99.99 %
100-000-62009	Human Resources Consultant	32,000.00	32,000.00	2,047.20	28,336.05	3,663.95	11.45 %
100-000-62015	Law Enforcement	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
100-000-63004	Dues, Fees & Subscriptions	104,047.85	104,047.85	15,086.06	69,496.15	34,551.70	33.21 %
100-000-63005	Training/Continuing Education	100,000.00	100,000.00	6,431.04	36,271.21	63,728.79	63.73 %
100-000-64000	Office Supplies	30,000.00	30,000.00	670.94	23,897.69	6,102.31	20.34 %
100-000-64004	Office Furniture and Equipment	10,016.00	10,016.00	0.00	0.00	10,016.00	100.00 %
100-000-66002	Postage & Shipping	4,500.00	4,500.00	89.60	2,461.11	2,038.89	45.31 %
100-000-68004	Animal Control	3,400.00	3,400.00	0.00	6,800.00	-3,400.00	-100.00 %
100-000-69002	Economic Development	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-000-70001	Mileage	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-000-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	1,995.05	48,004.95	96.01 %
100-000-70003	Other Expenses	10,000.00	10,000.00	0.00	216.25	9,783.75	97.84 %
100-000-90000	Transfer to Reserve Fund	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00 %
100-000-90002	Transfer to TIRZ	705,585.10	705,585.10	0.00	0.00	705,585.10	100.00 %
100-000-90011	Transfer to Capital Improvements	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00 %
100-000-90013	Transfer to Vehicle Replacement Fu	162,679.00	162,679.00	0.00	0.00	162,679.00	100.00 %
100-000-90015	Transfer to Farmers Marke	17,765.75	17,765.75	0.00	0.00	17,765.75	100.00 %
	Department: 000 - Undesignated Total:	7,063,164.39	7,063,164.39	-127,510.34	220,348.08	6,842,816.31	96.88%
	Department: 100 - City Council/Boards & Commissions						
100-100-63004	Dues, Fees & Subscriptions	0.00	0.00	0.00	7,450.00	-7,450.00	0.00 %
100-100-64004	Office Furniture and Equipment	0.00	0.00	0.00	1,160.50	-1,160.50	0.00 %
100-100-69000	Family Violence Center	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
100-100-69008	Land Acquisition	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
	Department: 100 - City Council/Boards & Commissions Total:	17,000.00	17,000.00	0.00	8,610.50	8,389.50	49.35%
	Department: 101 - City Administrators Office						
100-101-60000	Regular Employees	0.00	0.00	92,316.15	541,800.52	-541,800.52	0.00 %
100-101-60002	Overtime	0.00	0.00	531.15	1,432.75	-1,432.75	0.00 %
100-101-60003	On Call Pay	0.00	0.00	0.00	200.00	-200.00	0.00 %
100-101-61000	Health Insurance	0.00	0.00	3,982.75	22,755.07	-22,755.07	0.00 %
100-101-61001	Dental Insurance	0.00	0.00	242.73	1,468.48	-1,468.48	0.00 %
100-101-61002	Medicare	0.00	0.00	1,262.33	7,391.18	-7,391.18	0.00 %
100-101-61003	Social Security	0.00	0.00	5,397.47	27,798.87	-27,798.87	0.00 %
100-101-61004	Unemployment	0.00	0.00	55.19	924.33	-924.33	0.00 %

Budget Report

For Fiscal: FY 2025-2026 Period Ending: Item 2. 6

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-101-61006	TMRS	0.00	0.00	5,431.55	30,862.40	-30,862.40	0.00 %
Department: 101 - City Administrators Office Total:		0.00	0.00	109,219.32	634,633.60	-634,633.60	0.00%
Department: 102 - City Secretary							
100-102-60000	Regular Employees	0.00	0.00	16,569.71	92,046.56	-92,046.56	0.00 %
100-102-60001	Part-time Employees	0.00	0.00	2,388.75	14,789.15	-14,789.15	0.00 %
100-102-60002	Overtime	0.00	0.00	3.72	69.31	-69.31	0.00 %
100-102-61000	Health Insurance	0.00	0.00	1,564.26	8,606.79	-8,606.79	0.00 %
100-102-61001	Dental Insurance	0.00	0.00	120.30	661.65	-661.65	0.00 %
100-102-61002	Medicare	0.00	0.00	263.82	1,509.68	-1,509.68	0.00 %
100-102-61003	Social Security	0.00	0.00	1,128.09	6,455.46	-6,455.46	0.00 %
100-102-61004	Unemployment	0.00	0.00	45.38	569.20	-569.20	0.00 %
100-102-61006	TMRS	0.00	0.00	969.56	5,363.84	-5,363.84	0.00 %
100-102-62000	Municipal Election	8,000.00	8,000.00	0.00	3.99	7,996.01	99.95 %
100-102-62018	Code Publication	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00 %
100-102-64032	Meeting Supplies	9,360.00	9,360.00	284.34	6,139.79	3,220.21	34.40 %
100-102-66003	Public Notices	4,200.00	4,200.00	0.00	1,485.95	2,714.05	64.62 %
100-102-69003	Records Management	2,500.00	2,500.00	652.00	2,112.51	387.49	15.50 %
Department: 102 - City Secretary Total:		30,560.00	30,560.00	23,989.93	139,813.88	-109,253.88	-357.51%
Department: 103 - Courts							
100-103-62003	Muni Court Attorney/ Judge	15,500.00	15,500.00	0.00	3,500.00	12,000.00	77.42 %
Department: 103 - Courts Total:		15,500.00	15,500.00	0.00	3,500.00	12,000.00	77.42%
Department: 104 - City Attorney							
100-104-60000	Regular Employees	0.00	0.00	19,684.41	143,711.51	-143,711.51	0.00 %
100-104-61000	Health Insurance	0.00	0.00	849.96	6,323.76	-6,323.76	0.00 %
100-104-61001	Dental Insurance	0.00	0.00	60.15	461.15	-461.15	0.00 %
100-104-61002	Medicare	0.00	0.00	231.54	1,804.11	-1,804.11	0.00 %
100-104-61003	Social Security	0.00	0.00	990.06	7,714.16	-7,714.16	0.00 %
100-104-61004	Unemployment	0.00	0.00	0.00	144.00	-144.00	0.00 %
100-104-61006	TMRS	0.00	0.00	1,151.55	8,349.92	-8,349.92	0.00 %
100-104-62003	Special Counsel and Consultants	12,000.00	12,000.00	1,580.00	4,881.76	7,118.24	59.32 %
Department: 104 - City Attorney Total:		12,000.00	12,000.00	24,547.67	173,390.37	-161,390.37	-1,344.92%
Department: 105 - Communications							
100-105-60000	Regular Employees	0.00	0.00	28,947.27	174,301.74	-174,301.74	0.00 %
100-105-60002	Overtime	0.00	0.00	213.40	1,497.95	-1,497.95	0.00 %
100-105-61000	Health Insurance	0.00	0.00	2,381.58	14,280.32	-14,280.32	0.00 %
100-105-61001	Dental Insurance	0.00	0.00	180.45	1,082.70	-1,082.70	0.00 %
100-105-61002	Medicare	0.00	0.00	417.37	2,516.32	-2,516.32	0.00 %
100-105-61003	Social Security	0.00	0.00	1,784.60	10,759.40	-10,759.40	0.00 %
100-105-61004	Unemployment	0.00	0.00	0.00	431.98	-431.98	0.00 %
100-105-61006	TMRS	0.00	0.00	1,705.90	10,229.35	-10,229.35	0.00 %
100-105-63039	Employee Engagement	5,000.00	5,000.00	0.00	5,086.10	-86.10	-1.72 %
100-105-66000	Website	11,930.00	11,930.00	9,913.00	10,363.00	1,567.00	13.13 %
100-105-66005	Public Relations	15,000.00	15,000.00	2,155.25	11,074.12	3,925.88	26.17 %
Department: 105 - Communications Total:		31,930.00	31,930.00	47,698.82	241,622.98	-209,692.98	-656.73%
Department: 106 - IT							
100-106-60000	Regular Employees	0.00	0.00	10,676.69	64,266.62	-64,266.62	0.00 %
100-106-61000	Health Insurance	0.00	0.00	810.36	4,859.86	-4,859.86	0.00 %
100-106-61001	Dental Insurance	0.00	0.00	60.15	360.90	-360.90	0.00 %
100-106-61002	Medicare	0.00	0.00	154.53	930.18	-930.18	0.00 %
100-106-61003	Social Security	0.00	0.00	660.78	3,977.48	-3,977.48	0.00 %
100-106-61004	Unemployment	0.00	0.00	0.00	144.00	-144.00	0.00 %
100-106-61006	TMRS	0.00	0.00	624.60	3,739.56	-3,739.56	0.00 %
100-106-64001	Office IT Equipment & Support	154,150.00	216,490.48	4,543.32	53,341.06	163,149.42	75.36 %
100-106-64002	Software	315,899.93	315,899.93	12,841.42	194,656.64	121,243.29	38.38 %
100-106-65000	Network/Phone	97,000.00	97,000.00	3,239.28	58,041.88	38,958.12	40.16 %
Department: 106 - IT Total:		567,049.93	629,390.41	33,611.13	384,318.18	245,072.23	38.94%

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 107 - Finance							
100-107-60000	Regular Employees	0.00	0.00	39,825.82	235,729.10	-235,729.10	0.00 %
100-107-60002	Overtime	0.00	0.00	240.03	376.93	-376.93	0.00 %
100-107-61000	Health Insurance	0.00	0.00	3,134.97	18,784.31	-18,784.31	0.00 %
100-107-61001	Dental Insurance	0.00	0.00	238.47	1,430.79	-1,430.79	0.00 %
100-107-61002	Medicare	0.00	0.00	543.80	3,228.68	-3,228.68	0.00 %
100-107-61003	Social Security	0.00	0.00	2,325.25	13,805.26	-13,805.26	0.00 %
100-107-61004	Unemployment	0.00	0.00	0.00	570.93	-570.93	0.00 %
100-107-61006	TMRS	0.00	0.00	2,343.84	13,738.47	-13,738.47	0.00 %
100-107-62001	Financial Services	55,000.00	55,000.00	0.00	56,760.00	-1,760.00	-3.20 %
100-107-64003	Uniforms	0.00	0.00	0.00	327.00	-327.00	0.00 %
100-107-67000	TML Liability Insurance	30,000.00	30,000.00	0.00	16,301.00	13,699.00	45.66 %
100-107-67001	TML Property Insurance	95,988.75	95,988.75	0.00	49,220.00	46,768.75	48.72 %
100-107-67002	TML Workmen's Comp Insurance	68,004.20	68,004.20	0.00	48,623.50	19,380.70	28.50 %
100-107-70001	Mileage	0.00	0.00	0.00	397.45	-397.45	0.00 %
100-107-80004	Series 2024	485,238.00	485,238.00	437,619.00	437,619.00	47,619.00	9.81 %
100-107-80005	Series 2025	424,392.65	424,392.65	0.00	367,419.00	56,973.65	13.42 %
100-107-90003	Transfer to Wastewater Utility Fund	920,000.00	920,000.00	161,153.33	664,090.96	255,909.04	27.82 %
100-107-90004	SPA & ECO D Transfers	225,000.00	225,000.00	33,540.71	198,286.64	26,713.36	11.87 %
Department: 107 - Finance Total:		2,303,623.60	2,303,623.60	680,965.22	2,126,709.02	176,914.58	7.68%
Department: 200 - Planning & Development							
100-200-60000	Regular Employees	0.00	0.00	30,278.40	182,118.47	-182,118.47	0.00 %
100-200-60002	Overtime	0.00	0.00	0.00	151.63	-151.63	0.00 %
100-200-61000	Health Insurance	0.00	0.00	2,389.14	14,322.33	-14,322.33	0.00 %
100-200-61001	Dental Insurance	0.00	0.00	180.45	1,082.70	-1,082.70	0.00 %
100-200-61002	Medicare	0.00	0.00	398.97	2,403.22	-2,403.22	0.00 %
100-200-61003	Social Security	0.00	0.00	1,705.98	10,275.87	-10,275.87	0.00 %
100-200-61004	Unemployment	0.00	0.00	0.00	432.00	-432.00	0.00 %
100-200-61006	TMRS	0.00	0.00	1,771.29	10,605.83	-10,605.83	0.00 %
100-200-62002	Engineering & Surveying	70,000.00	70,000.00	0.00	54,987.35	15,012.65	21.45 %
100-200-62005	Health Inspector	15,000.00	15,000.00	0.00	3,450.00	11,550.00	77.00 %
100-200-62006	Architectural & Landscape Consulta	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-200-62007	Historic District Consultant	0.00	0.00	0.00	75.00	-75.00	0.00 %
Department: 200 - Planning & Development Total:		90,000.00	90,000.00	36,724.23	279,904.40	-189,904.40	-211.00%
Department: 201 - Building							
100-201-60000	Regular Employees	0.00	0.00	60,436.15	356,901.44	-356,901.44	0.00 %
100-201-60002	Overtime	0.00	0.00	180.72	1,602.88	-1,602.88	0.00 %
100-201-61000	Health Insurance	0.00	0.00	6,269.48	37,537.55	-37,537.55	0.00 %
100-201-61001	Dental Insurance	0.00	0.00	481.20	2,885.68	-2,885.68	0.00 %
100-201-61002	Medicare	0.00	0.00	834.55	4,932.17	-4,932.17	0.00 %
100-201-61003	Social Security	0.00	0.00	3,568.47	21,089.34	-21,089.34	0.00 %
100-201-61004	Unemployment	0.00	0.00	0.00	1,152.02	-1,152.02	0.00 %
100-201-61006	TMRS	0.00	0.00	3,546.06	20,861.18	-20,861.18	0.00 %
100-201-62004	Bldg. Inspector	750,000.00	750,000.00	53,495.00	371,810.00	378,190.00	50.43 %
100-201-62008	Lighting Consultant	2,000.00	2,000.00	0.00	4,801.50	-2,801.50	-140.08 %
100-201-62014	FireInspector	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
100-201-64003	Uniforms	0.00	0.00	56.00	1,526.57	-1,526.57	0.00 %
Department: 201 - Building Total:		792,000.00	792,000.00	128,867.63	825,100.33	-33,100.33	-4.18%
Department: 300 - Wastewater							
100-300-71001	Transportation Improvement Proje	2,655,000.00	2,655,000.00	0.00	109,620.10	2,545,379.90	95.87 %
Department: 300 - Wastewater Total:		2,655,000.00	2,655,000.00	0.00	109,620.10	2,545,379.90	95.87%
Department: 304 - Maintenance							
100-304-60000	Regular Employees	0.00	0.00	60,593.18	363,362.52	-363,362.52	0.00 %
100-304-60002	Overtime	0.00	0.00	5,378.13	13,492.76	-13,492.76	0.00 %
100-304-60003	On Call Pay	0.00	0.00	1,200.00	7,200.00	-7,200.00	0.00 %
100-304-61000	Health Insurance	0.00	0.00	6,984.48	41,261.29	-41,261.29	0.00 %
100-304-61001	Dental Insurance	0.00	0.00	481.20	3,058.70	-3,058.70	0.00 %

Budget Report

For Fiscal: FY 2025-2026 Period Ending: Item 2. 6

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-304-61002	Medicare	0.00	0.00	967.38	5,514.63	-5,514.63	0.00 %
100-304-61003	Social Security	0.00	0.00	4,136.39	23,579.75	-23,579.75	0.00 %
100-304-61004	Unemployment	0.00	0.00	0.00	1,346.97	-1,346.97	0.00 %
100-304-61006	TMRS	0.00	0.00	3,929.48	22,343.27	-22,343.27	0.00 %
100-304-63000	Office Maintenance/Repairs	94,200.00	94,200.00	2,652.38	70,153.29	24,046.71	25.53 %
100-304-63001	Equipment Maintenance	49,500.00	49,500.00	7,310.31	10,198.20	39,301.80	79.40 %
100-304-63002	Fleet Maintenance	130,000.00	130,000.00	1,832.58	38,984.29	91,015.71	70.01 %
100-304-63008	Stephenson Building & Lawn Maint	0.00	0.00	0.00	-206.76	206.76	0.00 %
100-304-63009	Street/ROW Maintenance	272,000.00	272,000.00	99.84	49,516.59	222,483.41	81.80 %
100-304-63018	Triangle/Veterans Park Maintenanc	0.00	0.00	0.00	14.88	-14.88	0.00 %
100-304-64003	Uniforms	18,310.00	18,310.00	0.00	8,357.65	9,952.35	54.35 %
100-304-64008	Fuel	0.00	0.00	118.48	118.48	-118.48	0.00 %
100-304-64009	Maintenance Equipment	24,500.00	24,500.00	0.00	6,174.01	18,325.99	74.80 %
100-304-64010	Maintenance Supplies	10,000.00	10,000.00	148.41	3,540.36	6,459.64	64.60 %
100-304-65001	Street Electricity	20,000.00	20,000.00	0.00	11,423.21	8,576.79	42.88 %
100-304-65002	City Streets Water	4,000.00	4,000.00	197.33	2,795.00	1,205.00	30.13 %
100-304-65003	Office Electricity	15,000.00	15,000.00	0.00	6,425.92	8,574.08	57.16 %
100-304-65004	Office Water	3,000.00	3,000.00	91.30	559.57	2,440.43	81.35 %
100-304-65005	Stephenson Bldg Electric	1,500.00	1,500.00	0.00	570.49	929.51	61.97 %
100-304-65006	Stephenson Water	1,500.00	1,500.00	35.18	248.53	1,251.47	83.43 %
100-304-65009	Triangle Electric	0.00	0.00	0.00	229.50	-229.50	0.00 %
100-304-65015	Downtown Restroom Electric	2,000.00	2,000.00	0.00	387.85	1,612.15	80.61 %
100-304-65021	Downtown Restroom Water	2,000.00	2,000.00	95.17	636.84	1,363.16	68.16 %
100-304-65024	Office Wastewater	0.00	0.00	0.00	586.89	-586.89	0.00 %
100-304-69001	Lighting Compliance	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-304-71002	Street Improvements	690,948.00	690,948.00	0.00	585,626.40	105,321.60	15.24 %
100-304-71003	City Hall Improvements	0.00	0.00	0.00	17.98	-17.98	0.00 %
100-304-71014	Maintenance Yard Improvements	0.00	0.00	0.00	7,590.00	-7,590.00	0.00 %
Department: 304 - Maintenance Total:		1,340,458.00	1,340,458.00	96,251.22	1,285,109.06	55,348.94	4.13%
Department: 400 - Parks & Recreation							
100-400-60000	Regular Employees	0.00	0.00	75,600.06	452,078.15	-452,078.15	0.00 %
100-400-60001	Part-time Employees	3,000.00	3,000.00	943.26	2,712.24	287.76	9.59 %
100-400-60002	Overtime	0.00	0.00	886.30	7,634.11	-7,634.11	0.00 %
100-400-60003	On Call Pay	0.00	0.00	1,200.00	7,200.00	-7,200.00	0.00 %
100-400-60005	Camp Staff	0.00	0.00	4,533.12	35,526.88	-35,526.88	0.00 %
100-400-61000	Health Insurance	0.00	0.00	5,259.14	30,811.66	-30,811.66	0.00 %
100-400-61001	Dental Insurance	0.00	0.00	401.40	2,233.06	-2,233.06	0.00 %
100-400-61002	Medicare	0.00	0.00	1,171.92	7,175.77	-7,175.77	0.00 %
100-400-61003	Social Security	0.00	0.00	5,011.15	30,682.73	-30,682.73	0.00 %
100-400-61004	Unemployment	0.00	0.00	206.19	2,109.52	-2,109.52	0.00 %
100-400-61006	TMRS	0.00	0.00	4,544.64	26,406.90	-26,406.90	0.00 %
100-400-62011	Park Consultant	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %
100-400-63004	Dues, Fees & Subscriptions	3,225.00	3,225.00	137.50	4,123.52	-898.52	-27.86 %
100-400-63010	Sports & Rec Park Lawn Mainten	0.00	0.00	1,110.00	1,830.00	-1,830.00	0.00 %
100-400-63011	Founders Park Lawn Maintenance	0.00	0.00	1,110.00	1,830.00	-1,830.00	0.00 %
100-400-63012	Charro Ranch Landscaping	0.00	0.00	320.00	10,320.00	-10,320.00	0.00 %
100-400-63013	General Parks Maintenance	25,000.00	25,000.00	9,886.05	21,435.42	3,564.58	14.26 %
100-400-63015	Founders Park/Pool Maintenance	44,000.00	44,000.00	3,063.68	6,058.95	37,941.05	86.23 %
100-400-63016	Sports & Rec Park Maintenance	43,500.00	43,500.00	0.00	3,073.57	40,426.43	92.93 %
100-400-63017	Charro Ranch Park Maintenance	25,700.00	25,700.00	0.00	1,260.00	24,440.00	95.10 %
100-400-63018	Triangle/Veterans Park Maintenanc	5,700.00	5,700.00	0.00	1,104.93	4,595.07	80.62 %
100-400-63036	Skate Park Maintenance	500.00	500.00	0.00	0.00	500.00	100.00 %
100-400-63045	Trail Maintenance & Repair	25,000.00	25,000.00	0.00	909.79	24,090.21	96.36 %
100-400-64003	Uniforms	0.00	0.00	194.99	443.34	-443.34	0.00 %
100-400-64005	Equipment Rental	5,000.00	5,000.00	0.00	887.28	4,112.72	82.25 %
100-400-64011	Park Supplies	27,000.00	27,000.00	140.48	13,219.46	13,780.54	51.04 %
100-400-64012	Charro Ranch Supplies	1,500.00	1,500.00	0.00	57.98	1,442.02	96.13 %
100-400-64013	Founders Park Supplies	0.00	0.00	5,523.00	11,218.73	-11,218.73	0.00 %

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-400-64014	Sports & Rec Park Supplies	400.00	400.00	0.00	0.00	400.00	100.00 %
100-400-64015	Park Program & Event Supplies	11,250.00	11,250.00	21.24	4,049.80	7,200.20	64.00 %
100-400-64033	Rathgeber Supplies	1,504.00	1,504.00	0.00	611.82	892.18	59.32 %
100-400-65000	Network/Phone	8,568.00	8,568.00	0.00	0.00	8,568.00	100.00 %
100-400-65007	Portable Toilets	10,000.00	10,000.00	510.00	-8,103.00	18,103.00	181.03 %
100-400-65009	Triangle Electric	500.00	500.00	0.00	0.00	500.00	100.00 %
100-400-65010	Triangle Water	500.00	500.00	0.00	211.31	288.69	57.74 %
100-400-65011	Sports & Rec Park Water	13,000.00	13,000.00	187.94	1,912.16	11,087.84	85.29 %
100-400-65012	Sports & Rec Park Electricity	2,500.00	2,500.00	0.00	3,719.17	-1,219.17	-48.77 %
100-400-65023	Sports & Rec Park Wastewater	0.00	0.00	0.00	563.18	-563.18	0.00 %
100-400-65026	Stephenson Wastewater	0.00	0.00	0.00	132.66	-132.66	0.00 %
100-400-66001	Advertising	17,020.00	17,020.00	0.00	4,755.03	12,264.97	72.06 %
100-400-70003	Other Expenses	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00 %
100-400-70007	Sponsored Events	0.00	0.00	0.00	3,709.34	-3,709.34	0.00 %
100-400-71004	All Parks Improvements	445,500.00	445,500.00	0.00	21,380.08	424,119.92	95.20 %
100-400-71005	Founders Park Improvements	3,000.00	136,783.75	30,121.22	127,159.82	9,623.93	7.04 %
100-400-71006	Sports & Rec Park Improvements	15,000.00	15,000.00	0.00	37,805.99	-22,805.99	-152.04 %
100-400-71010	Rathgeber Improvements	0.00	0.00	0.00	3,602.50	-3,602.50	0.00 %
100-400-71012	Skate Park Improvements	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
Department: 400 - Parks & Recreation Total:		804,367.00	938,150.75	152,083.28	883,853.85	54,296.90	5.79%
Department: 401 - DSRP							
100-401-60000	Regular Employees	306,909.40	306,909.40	41,387.05	244,743.91	62,165.49	20.26 %
100-401-60002	Overtime	0.00	0.00	243.25	1,182.10	-1,182.10	0.00 %
100-401-61000	Health Insurance	36,409.53	36,409.53	4,685.07	27,494.68	8,914.85	24.48 %
100-401-61001	Dental Insurance	0.00	0.00	360.50	2,117.79	-2,117.79	0.00 %
100-401-61002	Medicare	0.00	0.00	593.20	3,503.55	-3,503.55	0.00 %
100-401-61003	Social Security	0.00	0.00	2,536.50	14,980.73	-14,980.73	0.00 %
100-401-61004	Unemployment	0.00	0.00	0.00	986.89	-986.89	0.00 %
100-401-61005	Federal Withholding	42,731.13	42,731.13	0.00	0.00	42,731.13	100.00 %
100-401-61006	TMRS	0.00	0.00	2,435.36	14,309.30	-14,309.30	0.00 %
100-401-63023	General Maintenance	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00 %
Department: 401 - DSRP Total:		408,050.06	408,050.06	52,240.93	309,318.95	98,731.11	24.20%
Department: 402 - Aquatics							
100-402-60000	Regular Employees	0.00	0.00	7,270.20	43,605.81	-43,605.81	0.00 %
100-402-60007	Aquatic Staff	118,013.00	118,013.00	2,820.39	12,660.02	105,352.98	89.27 %
100-402-61000	Health Insurance	0.00	0.00	779.22	4,668.20	-4,668.20	0.00 %
100-402-61001	Dental Insurance	0.00	0.00	60.15	360.90	-360.90	0.00 %
100-402-61002	Medicare	0.00	0.00	146.03	814.24	-814.24	0.00 %
100-402-61003	Social Security	0.00	0.00	624.46	3,481.45	-3,481.45	0.00 %
100-402-61004	Unemployment	0.00	0.00	53.60	355.04	-355.04	0.00 %
100-402-61006	TMRS	0.00	0.00	425.31	2,537.39	-2,537.39	0.00 %
100-402-63015	Founders Park Maintenance	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
100-402-64013	Pool Supplies	26,200.00	26,200.00	0.00	6,309.92	19,890.08	75.92 %
100-402-65000	Network/Phone	7,500.00	7,500.00	0.00	1,266.51	6,233.49	83.11 %
100-402-65013	FMP Pool/Pavilion Water	5,300.00	5,300.00	1,259.27	4,281.07	1,018.93	19.23 %
100-402-65014	FMP Pool/Pavilion Electric	6,000.00	6,000.00	0.00	3,986.33	2,013.67	33.56 %
100-402-65019	Propane/Natural Gas	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-402-71011	Founders Pool Improvements	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
Department: 402 - Aquatics Total:		226,513.00	226,513.00	13,438.63	84,326.88	142,186.12	62.77%
Department: 404 - Founders Day							
100-404-63019	FD Clean Up	19,200.00	19,200.00	0.00	21,100.00	-1,900.00	-9.90 %
100-404-63038	FD Transportation	19,303.30	19,303.30	0.00	9,800.00	9,503.30	49.23 %
100-404-64016	FD Event Supplies	5,000.00	5,000.00	5,284.87	7,129.43	-2,129.43	-42.59 %
100-404-64017	FD Event Tent, Table, & Chairs	15,000.00	15,000.00	0.00	16,746.00	-1,746.00	-11.64 %
100-404-64018	FD Barricades	12,650.00	12,650.00	10,800.00	23,489.75	-10,839.75	-85.69 %
100-404-65007	Portable Toilets	10,500.00	10,500.00	0.00	10,443.00	57.00	0.54 %
100-404-65016	FD Electricity	30,000.00	30,000.00	24,330.56	24,420.72	5,579.28	18.60 %

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-404-66008	FD Parade	0.00	0.00	0.00	77.94	-77.94	0.00 %
100-404-66009	FD Publicity	3,450.00	3,450.00	1,600.02	2,280.02	1,169.98	33.91 %
100-404-66010	Events, Entertainment & Activities	26,000.00	26,000.00	0.00	27,650.00	-1,650.00	-6.35 %
100-404-66012	FD Sponsorship	9,800.00	9,800.00	118.29	2,225.79	7,574.21	77.29 %
100-404-68005	FD Security	46,837.00	46,837.00	0.00	44,156.50	2,680.50	5.72 %
100-404-68006	FD Health, Safety & Lighting	20,861.50	20,861.50	0.00	19,730.00	1,131.50	5.42 %
100-404-70002	FD Contingencies	5,000.00	5,000.00	6,500.00	6,500.00	-1,500.00	-30.00 %
Department: 404 - Founders Day Total:		223,601.80	223,601.80	48,633.74	215,749.15	7,852.65	3.51%
Department: 500 - Emergency Management							
100-500-60000	Regular Employees	0.00	0.00	10,141.05	61,305.81	-61,305.81	0.00 %
100-500-61000	Health Insurance	0.00	0.00	28.47	169.41	-169.41	0.00 %
100-500-61001	Dental Insurance	0.00	0.00	60.15	360.90	-360.90	0.00 %
100-500-61002	Medicare	0.00	0.00	145.68	880.74	-880.74	0.00 %
100-500-61003	Social Security	0.00	0.00	622.89	3,765.83	-3,765.83	0.00 %
100-500-61004	Unemployment	0.00	0.00	0.00	144.01	-144.01	0.00 %
100-500-61006	TMRS	0.00	0.00	593.25	3,567.10	-3,567.10	0.00 %
100-500-64008	Fuel	0.00	0.00	0.00	52.11	-52.11	0.00 %
100-500-68000	Emergency Management Equip	6,800.00	6,800.00	0.00	297.18	6,502.82	95.63 %
100-500-68001	Emergency Fire & Safety	13,000.00	13,000.00	2,455.00	4,215.80	8,784.20	67.57 %
100-500-68002	Emergency Management PR	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
100-500-68003	Emergency Equipment Maint	12,910.00	12,910.00	767.86	28,138.63	-15,228.63	-117.96 %
Department: 500 - Emergency Management Total:		35,710.00	35,710.00	14,814.35	102,897.52	-67,187.52	-188.15%
Expense Total:		16,616,527.78	16,812,652.01	1,335,575.76	8,028,826.85	8,783,825.16	52.25%
Fund: 100 - General Fund Surplus (Deficit):		-948,786.39	-1,144,910.62	-292,541.04	3,329,209.47	4,474,120.09	390.78%
Fund: 200 - Dripping Springs Ranch Park							
Revenue							
Department: 401 - DSRP							
200-401-42008	Riding Permit Fees	10,000.00	10,000.00	880.00	7,170.00	-2,830.00	28.30 %
200-401-43010	Stall Rental Fees	35,500.00	35,500.00	7,220.24	37,784.77	2,284.77	106.44 %
200-401-43011	RV Site Rental Fees	21,000.00	21,000.00	851.46	14,884.00	-6,116.00	29.12 %
200-401-43012	Facility Rental Fees	130,500.00	130,500.00	6,802.50	96,354.24	-34,145.76	26.17 %
200-401-43013	Equipment Rental Fees	10,000.00	10,000.00	7,700.00	24,145.06	14,145.06	241.45 %
200-401-43014	Staff & Miscellaneous Fees	4,700.00	4,700.00	450.00	3,089.16	-1,610.84	34.27 %
200-401-43015	Cleaning Fees	20,000.00	20,000.00	1,025.00	17,691.89	-2,308.11	11.54 %
200-401-44000	Sponsorships & Donations	51,775.00	51,775.00	1,676.00	9,682.00	-42,093.00	81.30 %
200-401-44005	Coyote Camp	140,000.00	140,000.00	24,640.00	135,792.50	-4,207.50	3.01 %
200-401-44006	Riding Series	38,000.00	38,000.00	6,787.39	29,959.66	-8,040.34	21.16 %
200-401-44007	Miscellaneous Events	12,000.00	12,000.00	43,670.00	72,111.00	60,111.00	600.93 %
200-401-44008	Program Fees	62,500.00	62,500.00	8,970.00	61,355.98	-1,144.02	1.83 %
200-401-44009	Ice Rink	190,800.00	190,800.00	0.00	143,648.00	-47,152.00	24.71 %
200-401-44012	Rink Merchandise	2,000.00	2,000.00	0.00	3,137.36	-1,137.36	156.87 %
200-401-46001	Other Revenues	500.00	500.00	484.70	-4,966.70	-5,466.70	1,093.34 %
200-401-46002	Interest	4,500.00	4,500.00	1,166.67	5,909.61	1,409.61	131.32 %
200-401-46004	Grant Revenues	100,000.00	100,000.00	0.00	0.00	-100,000.00	100.00 %
200-401-46006	Merchandise Sales	22,500.00	22,500.00	5,086.41	25,098.11	2,598.11	111.55 %
200-401-46015	Concessions	1,500.00	1,500.00	97.94	1,632.14	132.14	108.81 %
200-401-47005	Transfer from HOT Fund	747,050.00	747,050.00	0.00	454,400.00	-292,650.00	39.17 %
Department: 401 - DSRP Total:		1,604,825.00	1,604,825.00	117,508.31	1,138,878.78	-465,946.22	29.03%
Revenue Total:		1,604,825.00	1,604,825.00	117,508.31	1,138,878.78	-465,946.22	29.03%
Expense							
Department: 400 - Parks & Recreation							
200-400-63035	Ranch House Maintenance	10,000.00	10,000.00	321.31	3,658.26	6,341.74	63.42 %
200-400-64024	Ranch House Supplies	1,000.00	1,000.00	0.00	754.50	245.50	24.55 %
Department: 400 - Parks & Recreation Total:		11,000.00	11,000.00	321.31	4,412.76	6,587.24	59.88%
Department: 401 - DSRP							
200-401-60005	Camp Staff	138,246.48	138,246.48	0.00	0.00	138,246.48	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
200-401-63000	Building/Office Maintenance	0.00	0.00	3,788.24	3,788.24	-3,788.24	0.00 %
200-401-63001	Equipment Maintenance	25,000.00	25,000.00	34.99	8,328.53	16,671.47	66.69 %
200-401-63002	Fleet Maintenance	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
200-401-63004	Dues, Fees & Subscriptions	5,000.00	5,000.00	54.68	1,137.20	3,862.80	77.26 %
200-401-63005	Training/Continuing Education	0.00	0.00	0.00	74.00	-74.00	0.00 %
200-401-63023	General Maintenance	146,272.00	146,272.00	2,395.00	68,649.69	77,622.31	53.07 %
200-401-63024	Stall Cleaning & Repair	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
200-401-63028	Lift Station Maintenance	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
200-401-64000	Office Supplies	10,000.00	10,000.00	0.00	743.36	9,256.64	92.57 %
200-401-64001	IT Equipment	3,700.00	3,700.00	0.00	625.00	3,075.00	83.11 %
200-401-64003	Uniforms	1,000.00	1,000.00	0.00	159.84	840.16	84.02 %
200-401-64005	Equipment Rental	3,000.00	5,000.00	0.00	4,268.76	731.24	14.62 %
200-401-64008	Fuel	0.00	0.00	0.00	3,711.47	-3,711.47	0.00 %
200-401-64009	Maintenance Equipment	0.00	0.00	0.00	32.79	-32.79	0.00 %
200-401-64010	Maintenance Supplies	0.00	0.00	39.99	625.65	-625.65	0.00 %
200-401-64015	Park Program & Event Supplies	0.00	0.00	0.00	27.99	-27.99	0.00 %
200-401-64020	Building Supplies	0.00	0.00	44.91	44.91	-44.91	0.00 %
200-401-64021	Merchandise	15,500.00	15,500.00	0.00	14,036.00	1,464.00	9.45 %
200-401-64023	Equipment	33,578.37	33,578.37	0.00	0.00	33,578.37	100.00 %
200-401-64026	Sponsorship Expenses	2,100.00	2,100.00	0.00	35.96	2,064.04	98.29 %
200-401-64027	Coyote Camp	16,000.00	16,000.00	3,926.88	5,290.95	10,709.05	66.93 %
200-401-64028	Riding Series	28,000.00	28,000.00	2,809.00	22,334.27	5,665.73	20.23 %
200-401-64029	Miscellaneous Events	1,500.00	1,500.00	7,381.39	22,764.90	-21,264.90	-1,417.66 %
200-401-64030	Programing	13,000.00	13,000.00	2,658.56	8,289.19	4,710.81	36.24 %
200-401-64031	Concert Series	229,169.00	0.00	0.00	0.00	0.00	0.00 %
200-401-64038	Ice Rink	0.00	229,169.00	0.00	116,116.43	113,052.57	49.33 %
200-401-65000	Network/Phone	8,912.40	8,912.40	52.75	8,046.10	866.30	9.72 %
200-401-65005	Water	15,000.00	15,000.00	2,113.52	9,487.54	5,512.46	36.75 %
200-401-65007	Portable Toilets	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
200-401-65008	Alarm	13,317.24	13,317.24	0.00	0.00	13,317.24	100.00 %
200-401-65017	Electricity	90,000.00	90,000.00	0.00	44,456.62	45,543.38	50.60 %
200-401-65018	Septic	750.00	750.00	0.00	0.00	750.00	100.00 %
200-401-65019	Propane/Natural Gas	2,500.00	2,500.00	0.00	4,718.14	-2,218.14	-88.73 %
200-401-65025	DSRP Wastewater	0.00	0.00	0.00	3,556.96	-3,556.96	0.00 %
200-401-66001	Advertising	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
200-401-66004	City Sponsored Events	0.00	0.00	334.30	1,284.30	-1,284.30	0.00 %
200-401-70001	Mileage	500.00	500.00	0.00	0.00	500.00	100.00 %
200-401-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
200-401-70003	Other Expenses	20,000.00	20,000.00	0.00	20.44	19,979.56	99.90 %
200-401-70004	Hays County Livestock Board Agree	13,200.00	13,200.00	0.00	1,904.18	11,295.82	85.57 %
200-401-70007	Sponsored Events	7,900.00	7,900.00	0.00	0.00	7,900.00	100.00 %
200-401-70013	DSRP Sales Tax	1,565.20	1,565.20	390.24	1,929.65	-364.45	-23.28 %
200-401-71000	Capital Projects	0.00	0.00	0.00	131.36	-131.36	0.00 %
200-401-71008	DSRP Improvements	738,250.00	738,250.00	0.00	370,582.35	367,667.65	49.80 %
200-401-90013	Transfer to Vehicle Replacement Fu	19,469.00	19,469.00	0.00	0.00	19,469.00	100.00 %
Department: 401 - DSRP Total:		1,684,429.69	1,686,429.69	26,024.45	727,202.77	959,226.92	56.88%
Expense Total:		1,695,429.69	1,697,429.69	26,345.76	731,615.53	965,814.16	56.90%
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):		-90,604.69	-92,604.69	91,162.55	407,263.25	499,867.94	539.79%
Fund: 400 - Utilities							
Revenue							
Department: 000 - Undesignated							
400-000-46001	Other Revenues	0.00	0.00	0.00	62,386.94	62,386.94	0.00 %
Department: 000 - Undesignated Total:		0.00	0.00	0.00	62,386.94	62,386.94	0.00%
Department: 300 - Wastewater							
400-300-43018	Wastewater Service Fees	1,675,000.00	1,675,000.00	95,431.51	1,014,364.88	-660,635.12	39.44 %
400-300-43020	Late Fees	7,500.00	7,500.00	0.00	0.00	-7,500.00	100.00 %
400-300-43021	Delayed Connection Fees	5,000.00	5,000.00	0.00	9,200.00	4,200.00	184.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-300-43025	Reuse Fees	0.00	0.00	8,384.21	75,657.24	75,657.24	0.00 %
400-300-43047	Temporary Wastewater Service - Ca	0.00	0.00	88,421.19	410,183.79	410,183.79	0.00 %
400-300-43048	Reclaimed Water Use Fee	0.00	0.00	1,614.13	36,795.95	36,795.95	0.00 %
Department: 300 - Wastewater Total:		1,687,500.00	1,687,500.00	193,851.04	1,546,201.86	-141,298.14	8.37%
Department: 301 - Water							
400-301-43020	Late Fees	0.00	0.00	0.00	46.08	46.08	0.00 %
400-301-43038	Meter Set Fees	3,000.00	3,000.00	900.00	1,750.00	-1,250.00	41.67 %
400-301-43040	Water Base Rate	125,000.00	125,000.00	17,800.32	141,660.14	16,660.14	113.33 %
400-301-43041	Water Usage	275,000.00	275,000.00	82,839.77	654,318.15	379,318.15	237.93 %
400-301-43043	Equipment Fee	10,000.00	10,000.00	5,634.00	10,955.00	955.00	109.55 %
400-301-43044	Inspection Fees	2,500.00	2,500.00	900.00	1,700.00	-800.00	32.00 %
400-301-46001	Other Revenues	6,000.00	6,000.00	0.00	0.00	-6,000.00	100.00 %
Department: 301 - Water Total:		421,500.00	421,500.00	108,074.09	810,429.37	388,929.37	92.27%
Department: 320 - Development/Capital							
400-320-41001	PEC	140,000.00	140,000.00	54,472.20	181,486.09	41,486.09	129.63 %
400-320-41002	ROW Fees	3,500.00	3,500.00	6,474.17	8,228.65	4,728.65	235.10 %
400-320-41003	Cable Franchise Fee	130,000.00	130,000.00	31,249.19	100,110.51	-29,889.49	22.99 %
400-320-41004	Texas Gas Franchise Fee	6,000.00	6,000.00	25,527.14	33,490.39	27,490.39	558.17 %
400-320-43024	Overuse Fees	200,000.00	200,000.00	282.72	100,422.96	-99,577.04	49.79 %
400-320-46001	Other Revenues	40,000.00	40,000.00	0.00	127,172.40	87,172.40	317.93 %
400-320-46002	Interest	215,000.00	215,000.00	7,301.82	80,412.61	-134,587.39	62.60 %
400-320-47009	Sales Tax	900,000.00	900,000.00	161,153.33	664,090.96	-235,909.04	26.21 %
Department: 320 - Development/Capital Total:		1,634,500.00	1,634,500.00	286,460.57	1,295,414.57	-339,085.43	20.75%
Department: 330 - TWDB Project							
400-330-47008	Transfer from TWDB	1,915,000.00	5,259,206.66	0.00	0.00	-5,259,206.66	100.00 %
Department: 330 - TWDB Project Total:		1,915,000.00	5,259,206.66	0.00	0.00	-5,259,206.66	100.00%
Revenue Total:		5,658,500.00	9,002,706.66	588,385.70	3,714,432.74	-5,288,273.92	58.74%
Expense							
Department: 300 - Wastewater							
400-300-62002	Engineering and Surveying	0.00	0.00	0.00	8,826.25	-8,826.25	0.00 %
400-300-62019	Planning and Permitting	0.00	0.00	0.00	1,382.50	-1,382.50	0.00 %
400-300-63004	Dues, Fees & Subscriptions	0.00	0.00	3,845.56	30,765.93	-30,765.93	0.00 %
400-300-63009	Street/ROW Maintenance	0.00	0.00	410.56	410.56	-410.56	0.00 %
400-300-63025	Wastewater Treatment Plant Maint	156,000.00	156,000.00	6,711.98	38,731.38	117,268.62	75.17 %
400-300-63026	Routine Operations	95,700.00	95,700.00	1,436.91	12,844.27	82,855.73	86.58 %
400-300-63027	Operations Non Routine	94,400.00	94,400.00	0.00	2,650.68	91,749.32	97.19 %
400-300-63028	Lift Station Maintenance	81,000.00	81,000.00	0.00	24,020.98	56,979.02	70.34 %
400-300-63029	Sanitary Sewer Line Maintenance	80,000.00	80,000.00	0.00	3,887.20	76,112.80	95.14 %
400-300-63030	Drip Field Maintenance	51,000.00	51,000.00	0.00	1,319.76	49,680.24	97.41 %
400-300-63031	Sludge Hauling	210,000.00	210,000.00	24,831.46	104,622.07	105,377.93	50.18 %
400-300-63043	Generator Maintenance	20,000.00	20,000.00	2,456.59	4,017.32	15,982.68	79.91 %
400-300-64002	Software	0.00	0.00	0.00	556.49	-556.49	0.00 %
400-300-64010	Supplies	0.00	0.00	0.00	1,140.42	-1,140.42	0.00 %
400-300-64022	Chemicals	20,000.00	20,000.00	1,024.91	30,490.03	-10,490.03	-52.45 %
400-300-65000	Network/Phone	0.00	0.00	0.00	3,613.95	-3,613.95	0.00 %
400-300-65017	Electric	105,000.00	105,000.00	0.00	42,544.57	62,455.43	59.48 %
400-300-90006	Transfer to General Fund	271,199.17	0.00	0.00	0.00	0.00	0.00 %
400-300-90013	Transfer to Vehicle Replacement Fu	51,908.00	51,908.00	0.00	0.00	51,908.00	100.00 %
Department: 300 - Wastewater Total:		1,236,207.17	965,008.00	40,717.97	311,824.36	653,183.64	67.69%
Department: 301 - Water							
400-301-62019	Planning and Permitting	0.00	0.00	0.00	3,117.76	-3,117.76	0.00 %
400-301-63026	Routine Operations	35,000.00	35,000.00	551.66	3,812.86	31,187.14	89.11 %
400-301-63027	Operations Non Routine	20,000.00	20,000.00	0.00	619.89	19,380.11	96.90 %
400-301-63032	Water Line Maintenance & Repair	27,500.00	27,500.00	0.00	0.00	27,500.00	100.00 %
400-301-64010	Supplies	0.00	0.00	53.99	53.99	-53.99	0.00 %
400-301-64040	Water Meters	100,000.00	100,000.00	0.00	48,305.25	51,694.75	51.69 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-301-65022	Wholesale Water	675,000.00	675,000.00	69,150.07	558,909.42	116,090.58	17.20 %
	Department: 301 - Water Total:	857,500.00	857,500.00	69,755.72	614,819.17	242,680.83	28.30%
	Department: 310 - Utility Operations						
400-310-60000	Regular Employees	716,409.93	716,409.93	75,670.09	452,432.73	263,977.20	36.85 %
400-310-60002	Overtime	48,672.00	48,672.00	3,975.91	33,728.98	14,943.02	30.70 %
400-310-60003	On Call Pay	26,000.00	26,000.00	3,000.00	18,000.00	8,000.00	30.77 %
400-310-61000	Health Insurance	87,546.37	87,546.37	8,598.56	48,776.85	38,769.52	44.28 %
400-310-61001	Dental Insurance	0.00	0.00	661.65	3,766.28	-3,766.28	0.00 %
400-310-61002	Medicare	0.00	0.00	1,162.20	7,086.58	-7,086.58	0.00 %
400-310-61004	Unemployment	0.00	0.00	106.15	1,901.74	-1,901.74	0.00 %
400-310-61005	Federal Withholding	63,541.77	63,541.77	0.00	0.00	63,541.77	100.00 %
400-310-61006	TMRS	46,377.18	46,377.18	4,834.80	29,330.00	17,047.18	36.76 %
400-310-62001	Financial Services	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
400-310-62003	Special Coounsel and Consultants	55,000.00	55,000.00	0.00	22,578.24	32,421.76	58.95 %
400-310-62020	Lab Testing	80,000.00	80,000.00	4,846.98	34,200.52	45,799.48	57.25 %
400-310-63001	Equipment Maintenance	15,000.00	15,000.00	123.63	1,731.87	13,268.13	88.45 %
400-310-63002	Fleet Maintenance	16,000.00	16,000.00	0.00	1,754.43	14,245.57	89.03 %
400-310-63005	Training/Continuing Education	25,000.00	25,000.00	1,795.24	6,416.77	18,583.23	74.33 %
400-310-63041	SCADA	20,000.00	20,000.00	0.00	6,450.00	13,550.00	67.75 %
400-310-64001	IT Equipment & Support	7,000.00	7,000.00	0.00	36.20	6,963.80	99.48 %
400-310-64002	Software	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
400-310-64003	Uniforms	15,000.00	15,000.00	356.25	6,669.46	8,330.54	55.54 %
400-310-64006	Fleet Acquisition	80,000.00	80,000.00	0.00	0.00	80,000.00	100.00 %
400-310-64008	Fuel	25,000.00	25,000.00	715.52	1,705.11	23,294.89	93.18 %
400-310-64010	Supplies	60,000.00	60,000.00	621.65	11,137.70	48,862.30	81.44 %
400-310-64023	Equipment	570,000.00	570,000.00	0.00	380.96	569,619.04	99.93 %
400-310-65000	Network/Phone	0.00	0.00	52.75	312.50	-312.50	0.00 %
400-310-66002	Postage & Shipping	30,000.00	30,000.00	4,360.29	16,819.31	13,180.69	43.94 %
400-310-90006	Transfer to General Fund	0.00	275,662.89	0.00	0.00	275,662.89	100.00 %
	Department: 310 - Utility Operations Total:	2,011,547.25	2,287,210.14	110,881.67	705,216.23	1,581,993.91	69.17%
	Department: 311 - Arrowhead Wastewater Plant						
400-311-63026	Arrowhead - Routine Operations	26,000.00	26,000.00	708.86	1,497.98	24,502.02	94.24 %
400-311-63027	Arrowhead - Non-Routine Operatio	24,000.00	24,000.00	0.00	6,682.62	17,317.38	72.16 %
400-311-63028	Arrowhead - Lift Station Maintenanc	17,000.00	17,000.00	5,156.30	5,176.18	11,823.82	69.55 %
400-311-63030	Arrowhead - Drip Field Maintenanc	50,000.00	50,000.00	0.00	2,344.59	47,655.41	95.31 %
400-311-63031	Arrowhead - Sludge Hauling	40,000.00	40,000.00	0.00	16,231.83	23,768.17	59.42 %
400-311-64022	Arrowhead - Chemicals	18,000.00	18,000.00	1,300.00	14,059.50	3,940.50	21.89 %
400-311-65017	Arrowhead - Electricity	38,000.00	38,000.00	0.00	17,208.72	20,791.28	54.71 %
400-311-71013	Arrowhead Plant Lease	286,560.00	286,560.00	21,230.00	191,070.00	95,490.00	33.32 %
	Department: 311 - Arrowhead Wastewater Plant Total:	499,560.00	499,560.00	28,395.16	254,271.42	245,288.58	49.10%
	Department: 312 - Big Sky Wastewater Plant						
400-312-63025	Big Sky - Wastewater Treatment Pla	15,000.00	15,000.00	23.64	1,219.66	13,780.34	91.87 %
400-312-63026	Big Sky - Routine Operations	26,000.00	26,000.00	40.38	16,636.10	9,363.90	36.02 %
400-312-63027	Big Sky - Non-Routine Operations	21,450.00	21,450.00	0.00	504.86	20,945.14	97.65 %
400-312-63030	Big Sky - Drip Field Maintenance	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
400-312-63031	Big Sky - Sludge Hauling	40,000.00	40,000.00	0.00	10,311.32	29,688.68	74.22 %
400-312-64022	Big Sky - Chemicals	18,000.00	18,000.00	1,345.50	12,714.00	5,286.00	29.37 %
400-312-65017	Big Sky - Electricity	38,000.00	38,000.00	0.00	9,614.65	28,385.35	74.70 %
	Department: 312 - Big Sky Wastewater Plant Total:	165,950.00	165,950.00	1,409.52	51,000.59	114,949.41	69.27%
	Department: 313 - Water Reuse						
400-313-63026	Routine Operations	10,000.00	10,000.00	0.00	1,784.56	8,215.44	82.15 %
400-313-63027	Non-Routine Operations	10,000.00	10,000.00	0.00	107.85	9,892.15	98.92 %
400-313-63029	Water Reuse System Maintenance	20,000.00	20,000.00	0.00	23.16	19,976.84	99.88 %
400-313-63044	Irrigation	10,000.00	10,000.00	0.00	4,029.39	5,970.61	59.71 %
	Department: 313 - Water Reuse Total:	50,000.00	50,000.00	0.00	5,944.96	44,055.04	88.11%
	Department: 320 - Development/Capital						
400-320-62002	Engineering and Surveying	316,500.00	316,500.00	22,123.80	119,945.11	196,554.89	62.10 %

Budget Report

For Fiscal: FY 2025-2026 Period Ending: Item 2. 6

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-320-62019	Planning & Permitting	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
400-320-71000	Capital Projects	840,000.00	840,000.00	0.00	262,072.13	577,927.87	68.80 %
400-320-90007	Transfer to Debt Service	2,268,210.50	2,268,210.50	0.00	0.00	2,268,210.50	100.00 %
Department: 320 - Development/Capital Total:		3,428,710.50	3,428,710.50	22,123.80	382,017.24	3,046,693.26	88.86%
Department: 330 - TWDB Project							
400-330-72001	TWDB Capital Projects	0.00	3,344,206.66	1,198,486.81	1,642,059.83	1,702,146.83	50.90 %
400-330-72002	TWDB Engineering and Surveying	625,000.00	625,000.00	372,830.14	1,040,639.11	-415,639.11	-66.50 %
400-330-72003	TWDB - Special Council and Consul	1,325,000.00	1,325,000.00	0.00	29,909.62	1,295,090.38	97.74 %
400-330-72004	TWDB - Misc.	0.00	0.00	0.00	19,605.60	-19,605.60	0.00 %
Department: 330 - TWDB Project Total:		1,950,000.00	5,294,206.66	1,571,316.95	2,732,214.16	2,561,992.50	48.39%
Expense Total:		10,199,474.92	13,548,145.30	1,844,600.79	5,057,308.13	8,490,837.17	62.67%
Fund: 400 - Utilities Surplus (Deficit):		-4,540,974.92	-4,545,438.64	-1,256,215.09	-1,342,875.39	3,202,563.25	70.46%
Report Surplus (Deficit):		-5,580,366.00	-5,782,953.95	-1,457,593.58	2,393,597.33	8,176,551.28	141.39%

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Revenue						
000 - Undesignated	12,643,239.53	12,643,239.53	571,255.86	8,666,349.50	-3,976,890.03	31.45%
105 - Communications	0.00	0.00	0.00	2,463.86	2,463.86	0.00%
200 - Planning & Development	634,825.00	634,825.00	45,488.00	692,262.43	57,437.43	9.05%
201 - Building	1,540,000.00	1,540,000.00	367,856.10	1,727,230.31	187,230.31	12.16%
304 - Maintenance	0.00	0.00	100.00	100.00	100.00	0.00%
400 - Parks & Recreation	620,975.61	620,975.61	2,755.00	23,017.00	-597,958.61	96.29%
402 - Aquatics	54,988.75	54,988.75	25,465.50	28,246.96	-26,741.79	48.63%
404 - Founders Day	173,712.50	173,712.50	30,114.26	218,366.26	44,653.76	25.71%
Revenue Total:	15,667,741.39	15,667,741.39	1,043,034.72	11,358,036.32	-4,309,705.07	27.51%
Expense						
000 - Undesignated	7,063,164.39	7,063,164.39	-127,510.34	220,348.08	6,842,816.31	96.88%
100 - City Council/Boards & Commissions	17,000.00	17,000.00	0.00	8,610.50	8,389.50	49.35%
101 - City Administrators Office	0.00	0.00	109,219.32	634,633.60	-634,633.60	0.00%
102 - City Secretary	30,560.00	30,560.00	23,989.93	139,813.88	-109,253.88	-357.51%
103 - Courts	15,500.00	15,500.00	0.00	3,500.00	12,000.00	77.42%
104 - City Attorney	12,000.00	12,000.00	24,547.67	173,390.37	-161,390.37	-1,344.92%
105 - Communications	31,930.00	31,930.00	47,698.82	241,622.98	-209,692.98	-656.73%
106 - IT	567,049.93	629,390.41	33,611.13	384,318.18	245,072.23	38.94%
107 - Finance	2,303,623.60	2,303,623.60	680,965.22	2,126,709.02	176,914.58	7.68%
200 - Planning & Development	90,000.00	90,000.00	36,724.23	279,904.40	-189,904.40	-211.00%
201 - Building	792,000.00	792,000.00	128,867.63	825,100.33	-33,100.33	-4.18%
300 - Wastewater	2,655,000.00	2,655,000.00	0.00	109,620.10	2,545,379.90	95.87%
304 - Maintenance	1,340,458.00	1,340,458.00	96,251.22	1,285,109.06	55,348.94	4.13%
400 - Parks & Recreation	804,367.00	938,150.75	152,083.28	883,853.85	54,296.90	5.79%
401 - DSRP	408,050.06	408,050.06	52,240.93	309,318.95	98,731.11	24.20%
402 - Aquatics	226,513.00	226,513.00	13,438.63	84,326.88	142,186.12	62.77%
404 - Founders Day	223,601.80	223,601.80	48,633.74	215,749.15	7,852.65	3.51%
500 - Emergency Management	35,710.00	35,710.00	14,814.35	102,897.52	-67,187.52	-188.15%
Expense Total:	16,616,527.78	16,812,652.01	1,335,575.76	8,028,826.85	8,783,825.16	52.25%
Fund: 100 - General Fund Surplus (Deficit):	-948,786.39	-1,144,910.62	-292,541.04	3,329,209.47	4,474,120.09	390.78%
Fund: 200 - Dripping Springs Ranch Park						
Revenue						
401 - DSRP	1,604,825.00	1,604,825.00	117,508.31	1,138,878.78	-465,946.22	29.03%
Revenue Total:	1,604,825.00	1,604,825.00	117,508.31	1,138,878.78	-465,946.22	29.03%
Expense						
400 - Parks & Recreation	11,000.00	11,000.00	321.31	4,412.76	6,587.24	59.88%
401 - DSRP	1,684,429.69	1,686,429.69	26,024.45	727,202.77	959,226.92	56.88%
Expense Total:	1,695,429.69	1,697,429.69	26,345.76	731,615.53	965,814.16	56.90%
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	-90,604.69	-92,604.69	91,162.55	407,263.25	499,867.94	539.79%
Fund: 400 - Utilities						
Revenue						
000 - Undesignated	0.00	0.00	0.00	62,386.94	62,386.94	0.00%
300 - Wastewater	1,687,500.00	1,687,500.00	193,851.04	1,546,201.86	-141,298.14	8.37%
301 - Water	421,500.00	421,500.00	108,074.09	810,429.37	388,929.37	92.27%
320 - Development/Capital	1,634,500.00	1,634,500.00	286,460.57	1,295,414.57	-339,085.43	20.75%
330 - TWDB Project	1,915,000.00	5,259,206.66	0.00	0.00	-5,259,206.66	100.00%
Revenue Total:	5,658,500.00	9,002,706.66	588,385.70	3,714,432.74	-5,288,273.92	58.74%
Expense						
300 - Wastewater	1,236,207.17	965,008.00	40,717.97	311,824.36	653,183.64	67.69%
301 - Water	857,500.00	857,500.00	69,755.72	614,819.17	242,680.83	28.30%
310 - Utility Operations	2,011,547.25	2,287,210.14	110,881.67	705,216.23	1,581,993.91	69.17%
311 - Arrowhead Wastewater Plant	499,560.00	499,560.00	28,395.16	254,271.42	245,288.58	49.10%

Budget Report

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
312 - Big Sky Wastewater Plant	165,950.00	165,950.00	1,409.52	51,000.59	114,949.41	69.27%
313 - Water Reuse	50,000.00	50,000.00	0.00	5,944.96	44,055.04	88.11%
320 - Development/Capital	3,428,710.50	3,428,710.50	22,123.80	382,017.24	3,046,693.26	88.86%
330 - TWDB Project	1,950,000.00	5,294,206.66	1,571,316.95	2,732,214.16	2,561,992.50	48.39%
Expense Total:	10,199,474.92	13,548,145.30	1,844,600.79	5,057,308.13	8,490,837.17	62.67%
Fund: 400 - Utilities Surplus (Deficit):	-4,540,974.92	-4,545,438.64	-1,256,215.09	-1,342,875.39	3,202,563.25	70.46%
Report Surplus (Deficit):	-5,580,366.00	-5,782,953.95	-1,457,593.58	2,393,597.33	8,176,551.28	141.39%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-948,786.39	-1,144,910.62	-292,541.04	3,329,209.47	4,474,120.09
200 - Dripping Springs Ranch Park	-90,604.69	-92,604.69	91,162.55	407,263.25	499,867.94
400 - Utilities	-4,540,974.92	-4,545,438.64	-1,256,215.09	-1,342,875.39	3,202,563.25
Report Surplus (Deficit):	-5,580,366.00	-5,782,953.95	-1,457,593.58	2,393,597.33	8,176,551.28



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

Submitted By: Aniz Alani, City Attorney

Council Meeting Date: July 21, 2026

Agenda Item Wording: Approval of a resolution consenting to and expressing no objection to the issuance of Springhollow Municipal Utility District Water, Sewer, and Drainage Bond Issue No. 6, in a principal amount not to exceed \$4,385,000, for reimbursement of water, wastewater, drainage, and wholesale water capacity costs, as required by the Agreement Concerning Creation and Operation of Springhollow Municipal Utility District.

Applicant: Springhollow Municipal Utility District

Summary/Background: Springhollow Municipal Utility District of Hays County (the **District**) has submitted notice and a bond application report to the City of Dripping Springs for the District's proposed Water, Sewer, and Drainage Bond Issue No. 6. The proposed bond issue will be used to reimburse the developer for previously unreimbursed water, wastewater, and drainage facilities in Parten Ranch Phase 8 and impact fees for wholesale water capacity from West Travis County PUA.

The District and the City are parties to the Agreement Concerning Creation and Operation of Springhollow Municipal Utility District, dated effective December 18, 2007, as subsequently assigned or amended (the Consent Agreement). Article V of the Consent Agreement governs issuance of District bonds and requires the District to provide the City with notice, required certifications, and a bond package for review.

The City received the District's initial notice and financial advisor certification on May 13, 2026. The City did not receive the bond application report at that time. District counsel subsequently confirmed that the City's 30-day review period should begin when the bond application report was provided. The bond application report was transmitted to the City by email on June 29, 2026.

Under the Consent Agreement, the City may object to a proposed bond issue only on the basis that the District is in default of a material provision of the Consent Agreement.

The District has certified that it is not in breach of any material provision of the Consent Agreement, and the District's financial advisor has certified that

the bonds are being issued within the current economic feasibility guidelines established by the Texas Commission on Environmental Quality for districts issuing bonds for water, sewer, or drainage facilities in Hays County.

Staff reviewed the District's notice, financial advisor certification, engineering report, prior City resolution materials, the Consent Agreement, and follow-up email confirmations from District counsel and the District's financial advisor.

The following findings are provided for Council's consideration:

Bond Amount: The District's May 13, 2026 notice stated that the bonds would be issued in an amount not to exceed **\$5,000,000**. District counsel subsequently clarified that the **\$4,385,000** amount reflected in the engineering report is the final number for Water, Sewer, and Drainage Bond Issue No. 6. Accordingly, the resolution approves and expresses no objection to issuance in a principal amount not to exceed **\$4,385,000**.

Purpose of Bonds: The proposed bond proceeds will be used to reimburse previously unreimbursed water, wastewater, and drainage facilities in Parten Ranch Phase 8 and impact fees for wholesale water capacity from West Travis County PUA. These purposes are consistent with the utility bond purposes authorized by the Consent Agreement.

Recreational Facilities and Roads: No recreational facilities are included in the proposed bond issue. Although the District has road powers, this bond issue is presented as a water, sewer, and drainage bond issue.

Interest Rate: The engineering report uses an assumed interest rate of **5.25%** for feasibility analysis. Final bond pricing must comply with the interest-rate limitation in Section 5.02 of the Consent Agreement.

Maximum Maturity: The Consent Agreement limits each bond series to a maximum maturity of 25 years from closing. Staff recommends confirming that the final bond structure complies with this requirement before issuance.

Assessed Valuation: The engineering report states that the latest certified assessed valuation is \$337,099,862 as of January 1, 2025, and the latest certified estimate of assessed valuation is \$420,456,365 as of April 1, 2026.

Debt-to-Assessed-Valuation Ratio: The engineering report shows combined water, wastewater, and drainage debt of \$40,920,000 after the proposed issue, representing 9.73% based on current certified or estimated value. The report also shows roadway debt of \$14,410,000, representing 3.43%. Combined total District debt would be approximately \$55,330,000, or approximately 13.16% against the April 1, 2026 estimated assessed valuation. This is below the Consent Agreement's 25% debt-to-valuation limitation.

Tax Rate: The District's notice states that the current debt service tax rate is \$0.8500, the current total District tax rate is \$1.00, the proposed total District tax rate after issuance is \$1.00, and the proposed debt service tax rate is \$0.8750. The District's financial advisor subsequently confirmed that the May notice is correct and that next year's projected tax rates are \$0.875 for debt service and \$0.125 for maintenance and operations, for a total District tax rate of \$1.00.

Cash and Investment Balances: As of May 28, 2026, the engineering report shows cash and investment balances of \$3,484,440 in the general operating fund, \$5,327,981 in the debt service fund, and \$652,810 in the capital projects fund.

Development Status: The engineering report states that the District has 419 existing equivalent connections and 580 projected equivalent connections at full development. Phase 8 includes 86 projected equivalent connections. The report states that there is no further development to be funded with water, sewer, and drainage bonds and that all areas are built out.

Financial Feasibility: The District's financial advisor certified that the bonds are being issued within TCEQ economic feasibility guidelines for districts located in Hays County. The engineering report states that economic feasibility is based on no growth.

**Commission
Recommendations:**

N/A

**Recommended
Council Actions:**

Approval of a resolution consenting to / expressing no objection to Springhollow Municipal Utility District Water, Sewer, and Drainage Bond Issue No. 6 in a principal amount not to exceed **\$4,385,000**.

Attachments:

- Notice of Bond Issue from Springhollow Municipal Utility District
- Engineering Report for Springhollow Municipal Utility District Water, Sewer, and Drainage Bond Issue No. 6
- Agreement Concerning Creation and Operation of Springhollow Municipal Utility District
- Draft Resolution

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

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FACSIMILE 512-435-2360

Carter W. Dean
(512) 435-2393
cdean@abaustin.com

May 13, 2026

Via Email and Certified Mail, Return Receipt RequestedMs. Michelle Fischer
City Administrator, City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620Re: Springhollow Municipal Utility District (the "District")
Notice of Bond Issue

Dear Ms. Fischer:

Pursuant to Sections 5.03, 5.04, and 5.07 of the "Agreement Concerning Creation and Operation of Springhollow Municipal Utility District" (the "Consent Agreement") between the City of Dripping Springs, Texas and HM Parten Ranch Development, Inc., please consider this Springhollow Municipal Utility District's Notice of Bond Issue. The bonds being proposed for issuance will be in an amount not to exceed \$5,000,000. The general purpose of the District's sixth utility bond issue is to reimburse the developer for previously unreimbursed water, wastewater, and drainage facilities in Parten Ranch Phase 8 and impact fees for wholesale water capacity from West Travis County PUA. The current debt service tax rate is \$0.8500 and the overall District tax rate is \$1.00. After the issuance of the bonds, the proposed total tax rate is \$1.00 and the proposed debt service tax rate is \$0.8750. As required by Section 5.04 of the Consent Agreement, I certify that the District is not in breach of any material provision of the Consent Agreement.

I am enclosing, as required by Section 5.07 of the Consent Agreement, the certification by the District's financial advisor, Specialized Public Finance Inc., that the bonds are being issued within the current economic feasibility guidelines established by the Texas Commission on Environmental Quality for districts located in Hays County.

Sincerely,

ARMBRUST & BROWN, PLLC

Carter W. Dean

Enclosure

Specialized Public Finance, Inc.

FINANCIAL ADVISORS

248 ADDIE ROY ROAD, SUITE B-103
AUSTIN, TEXAS 78746
512-275-7300

Garry R. Kimball
(512) 275-7301
garry@spfmuni.com

May 8, 2026

Via Certified Mail, Return Receipt Requested

Ms. Michelle Fischer
City Administrator, City of Dripping Springs
511 Mercer Street
Dripping Springs, Texas 78620

Re: Springhollow Municipal Utility District
Notice of Bond Issuance

Dear Ms. Fischer:

Springhollow MUD (the "District") has authorized its consultants to submit a bond application to the Texas Commission on Environmental Quality (the "Commission") seeking approval to issue its sixth installment of unlimited utility bonds in the (not to exceed) principal amount of \$5,000,000 (the "Bonds"). The proceeds of the Bonds are to be used to acquire certain water, wastewater and drainage facilities from the Developer and to pay for wholesale water capacity necessary to provide utility service within the District.

As Financial Advisor to the District, I certify that the Bonds are being issued within the economic feasibility guidelines of the Commission for Districts located in Hays County.

Sincerely,



Garry R. Kimball
Specialized Public Finance, Inc.
Garry@spfmuni.com
512 820-6083



**ENGINEERING REPORT
FOR
SPRINGHOLLOW MUNICIPAL UTILITY DISTRICT
HAYS COUNTY, TEXAS
WATER, SEWER, AND DRAINAGE BOND ISSUE NO. 6
\$4,385,000**

JULY 2026

Prepared By:

**LJA ENGINEERING, INC.
3711 S. Mopac Expressway, Building II, Suite 500
Austin, Texas 78746
Phone (512) 439-4700
Fax (512) 439-4716**

6-25-26



Catherine G. Mitchell

**SPRINGHOLLOW MUNICIPAL UTILITY DISTRICT
HAYS COUNTY, TEXAS
\$4,385,000
WATER, SEWER, AND DRAINAGE BOND ISSUE NO. 6**

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SECTION 1 – GENERAL INFORMATION

(A) Laws, Elections, and Acreage:

- (i) **Authority Creating District:** Created by order of the Texas Commission on Environmental Quality (TCEQ) on October 31, 2016. A copy of the TCEQ's order is provided as Attachment 1.
- (ii) **Governing Law:** Operates under Chapters 49 and 54 of the Texas Water Code pursuant to Article XVI, Section 59 of the Texas Constitution.
- (iii) **Confirmation Election:** The creation of the District was confirmed by District voters on November 8, 2016. A copy of the order calling and the order canvassing the confirmation election was provided with the District's first bond application.
- (iv) **Acreage:** Springhollow Municipal Utility District consisted of 531.542 acres at the time of creation on October 31, 2016. There have been no annexations or exclusions since creation.
- (v) **Boundary Map:** See Attachment 3.

(B) Location:

The District is located in northern Hays County, approximately 4 miles southwest of the intersection of SH 45 Southwest at FM 1826, on the north side of FM 1826. The District is located within the extraterritorial jurisdiction of the City of Dripping Springs. The District is located within the Bear Creek watershed. A location map is included as Attachment 4

SECTION 2 – PROPOSED BOND ISSUE

(A) Purpose:

The purpose of WS&D Bond Issue No. 6 is to fund the Parten Ranch Phase 8, Paving, Drainage, Water, and Wastewater Improvements and the Parten Ranch Phase 6 & 7 Waterline Tie-In. Impact fees paid to the West Travis County Public Utility Agency for Phase 8 will also be funded by Bond Issue No. 6.

(B) Bond and Maintenance Tax Authorization:

(i) Bond Authorization:

The District is authorized to issue \$55,000,000 in bonds for water, wastewater and drainage facilities. This bond issue does not include any refunding bonds.

The amount of authorized but unissued bonds after this proposed \$4,385,000 Bond Issue is \$13,380,000. In the opinion of the District's Engineer, \$13,380,000 in authorized bonds is sufficient to complete the development of the District's water, wastewater and drainage facilities.

The District is authorized to issue \$17,000,000 in bonds for road facilities.

The amount of authorized but unissued Roadway bonds is \$2,300,000. In the opinion of the District's Engineer, \$2,300,000 in authorized bonds is sufficient to complete the development of the District's roadway facilities.

The District's bond election was held on May 6, 2017. Copies of the order calling and the order canvassing the returns of the bond election were included in the District's first bond application.

Date of Election	Purpose	Amount Approved	Amount Canceled
May 6, 2017	Water, Wastewater & Drainage Facilities	\$55,000,000	\$0.00
May 6, 2017	Roadway Facilities	\$17,000,000	\$0.00

(ii) Maintenance Tax:

A maintenance tax election was held in the District on May 6, 2017, and the voters authorized a maintenance tax of \$1.50 per \$100 taxable value. Copies of the order calling and the order canvassing the returns of the maintenance tax election were included in the District's first bond application.

Date of Election	Purpose	Maximum Tax Approved (per each \$100 of AV)	Canceled Prior Authorization
May 6, 2017	General Purpose	\$1.50	\$0.00

(C) Prior Bond Issues:

The proposed Bond Issue is the tenth to be completed for the District. Nine prior bond issues (five WS&D, four Roadway) have been closed.

Type of Bonds – Water, Wastewater and Drainage Total Amount Authorized: \$55,000,000			
Bond Issue No.	TCEQ Amount Approved	TCEQ Order Date Approved	Amount Sold
1	\$2,360,000	July 7, 2020	\$2,360,000
2	\$4,375,000	December 17, 2021	\$4,375,000
3	\$12,000,000	April 26, 2023	\$12,000,000
4	\$11,000,000	December 10, 2024	\$11,000,000
5	\$7,500,000	September 8, 2025	\$7,500,000
Total Bonds Sold:			\$37,235,000
Remaining Authorized Bonds:			\$17,765,000

Type of Bonds – Roadway Total Amount Authorized: \$17,000,000			
Bond Issue No.	TCEQ Amount Approved	TCEQ Order Date Approved	Amount Sold
1	N/A	N/A	\$3,900,000
2	N/A	N/A	\$3,400,000
3	N/A	N/A	\$5,400,000
4	N/A	N/A	\$2,000,000
Total Bonds Sold:			\$14,700,000
Remaining Authorized Bonds:			\$2,300,000

(D) Type:

Voters approved issuance of unlimited tax bonds. The District seeks the approval of unlimited tax bonds for this issue.

(E) **Interest Rate:**

An interest rate of 5.25% is proposed for analyzing the feasibility of the proposed Bond Issue.

(F) **Land-Use Plan:**

A land-use map is shown in Attachment 6.

(G) **Recreational Facilities:**

No recreational facilities are included in this proposed bond issue.

(H) **Roads:**

Does the District have the authority to fund roads? X Yes No

Road powers were granted when the District was created. A copy of the TCEQ's creation order is provided as Attachment 1.

SECTION 3 – FACILITIES PROPOSED FOR FUNDING

(A) Purchase of Existing Facilities and/or Assumptions of Existing Contracts:

Project	Contractor	% Complete (Date)	Contract Amount	Amt. Subject to District Contribution
Parten Ranch Ph. 8 – Paving, Drainage, Water & Wastewater	DNT Construction	100% (6/3/26)	\$2,978,280.48 ⁽¹⁾	\$2,053,694.96 ^[2]
Parten Ranch Ph. 6 & 7 – Waterline Tie- In	Joe Bland Construction	100% (10/21/24)	\$150,000.00 ⁽³⁾	\$150,000.00

Notes:

1. Original contract (\$2,879,823.79) plus Change Order No. 1 (+\$26,322.43) for electrical easement clearing and grubbing, plus Change Order No. 2 (+\$60,914.30) for additional hydrants and a valve on an existing line, plus Change Order No. 3 (+\$6,550.00) for a pond actuator valve, plus Change Order No. 4 (+\$13,806.98) for groundwater mitigation, less Change Order No. 5 (-\$9,137.02) for signage.
2. Final contract amount less \$924,585.52 for developer costs.
3. Original amount.

(B) Facilities to be Constructed:

All facilities proposed for funding in this bond issue are fully constructed.

SECTION 4 – SUMMARY OF COSTS

Please refer to the following cost summary for projects to be funded from the proceeds of the proposed bond issue. Itemized cost breakdowns for the projects below are included as Attachment 7.

WS&D BOND ISSUE #6 SUMMARY OF COSTS SPRINGHOLLOW MUD

CONSTRUCTION COSTS

A. Developer Contribution Items

	Total Cost	Developer Contribution	District Share
1. Parten Ranch Phase 8			
a. Water	\$ 336,442	\$ -	\$ 336,442
b. Wastewater	\$ 495,268	\$ -	\$ 495,268
c. Drainage	\$ 626,038	\$ -	\$ 626,038
d. Erosion/Sedimentation Control	\$ 200,643	\$ -	\$ 200,643
e. Water Quality	\$ 395,305	\$ -	\$ 395,305
Subtotal	\$ 2,053,695	\$ -	\$ 2,053,695
2. Parten Ranch Phase 6 & 7 Waterline Tie-In	\$ 150,000	\$ -	\$ 150,000
3. Engineering, Testing, and Fees ^{3,4}	\$ 1,455,428	\$ -	\$ 1,455,428
Total Developer Contribution Items	\$ 3,659,123	\$ -	\$ 3,659,123

B. District Items - None

Total Construction Costs	\$ 3,659,123	\$ -	\$ 3,659,123
---------------------------------	---------------------	-------------	---------------------

83% of Bond Issue Requirements

NON-CONSTRUCTION COSTS

A. Legal & Bond Counsel Fees (3%) ⁵	\$ 131,550
B. Financial Advisory Fees (2%) ⁶	\$ 87,700
C. Interest Costs	
1. Capitalized Interest (Not required per FA)	\$ -
2. Developer Interest ⁷	\$ 245,771
D. Bond Discount (3%)	\$ 131,550
E. TCEQ Issuance Fee (0.25%)	\$ 10,963
F. Bond Issuance Costs and Attorney General's Fee (0.10%)	\$ 4,385
G. Other Bond Expenses	\$ 48,958
H. Bond Application Report Costs	\$ 65,000
Total Non-Construction Costs	\$ 725,877

17% of Bond Issue Requirements

TOTAL BOND ISSUE REQUIREMENT	\$ 4,385,000
-------------------------------------	---------------------

Notes:

1. Assumed Interest Rate **5.25%**
2. Assumed Bond Sale **11/15/2026**
3. Engineering, inspection, testing, and agency fees associated with Parten Ranch Phase 8 construction are included in this application.
4. WTCPUA Impact Fee for Water for Phase 8 was \$14,290 per lot, 83 lots.
5. Legal & Bond Counsel fees are 1.5% each per agreement. See Attachment 21.
6. Financial Advisory fees are 2.0% per agreement. See Attachment 21.
7. See Attachment 9 for Developer Interest calculations.

SECTION 5 – DEVELOPMENT STATUS AND LAND USE

The following information represents development as of **April 1, 2026**.

(A) **Land-Use Table:**

LAND USES	ACREAGE	EQUIVALENT CONNECTIONS	
		EXISTING	PROJECTED
Developable Acreage:			
Developed from prior bond issues (see Table B below)	223.69	419	494
To be developed from the proposed bonds (see Table C below)	21.92	0	86
Currently developed with facilities to be funded in future bonds (see Table D below)	0	0	0
Remaining developable acreage	0	0	0
Subtotal Developable Acreage:	245.61	419	580
Undevelopable Acreage:			
Floodplain, Drainage & Open Space:	234.10	0	0
Other (Public R.O.W.):	51.83	0	0
Subtotal Undevelopable Acreage:	285.93	0	0
Totals	531.54	419	580

(B) Development from Prior Bonds:**EXISTING DEVELOPMENT
(Prior Bond)**

SECTION	TYPE OF DEVELOPMENT	NO. OF LOTS	ACREAGE	EQUIVALENT CONNECTIONS	
				EXISTING	AT FULL DEVELOPMENT
Parten Ranch Phase 1	Single Family	77	36.82	77	77
Parten Ranch Phase 1 Offsite Development	Utility	None	N/A	None	None
Parten Ranch Phase 2	Single Family	75	54.04	75	75
Parten Ranch Phase 3	Single Family	61	42.14	61	61
Parten Ranch Phase 4	Single Family	87	25.67	87	87
Parten Ranch Phase 5	Single Family	68	27.19	68	68
Parten Ranch Amenity Center	Amenity	1	5.37	4	4
Parten Ranch Phase 6&7	Single Family	122	32.46	47	122
Total		491	223.69	419	494

(C) Development from Proposed Bonds:**PROPOSED DEVELOPMENT
(Proposed Bond)**

SECTION	TYPE OF DEVELOPMENT	NO. OF LOTS	ACREAGE	EQUIVALENT CONNECTIONS	
				EXISTING	AT FULL DEVELOPMENT
Parten Ranch Phase 8	Single Family	86	21.92	0	86
Total		86	21.92	0	86

(D) Development from Future Bonds:

There is no further development to be funded with WS&D bonds. All areas are built out.

(E) Historical Build-Out:

YEAR	TYPE OF DEVELOPMENT	NO. OF UNITS	ACREAGE/ RESERVES	SQUARE FOOTAGE	EQUIVALENT CONNECTIONS	
					EXISTING	ULTIMATE
2023	Single Family	252	191.23	N/A	252	580
2024	Single Family	372	191.23	N/A	372	580
2025	Single Family	402	223.69	N/A	402	580
TOTALS						580

(F) Floodplain Information:

The current Flood Insurance Rate Map for Hays County, Texas and Incorporated Areas (FIRM Map No. 48209C0140G) dated January 17, 2025 is included as Attachment 11.

(i) What is being done (if anything) to remove the areas of the District currently in the official floodplain?

The portion of the District within the 100-year floodplain contains no proposed development, as shown on the attached Flood Insurance Rate Map for Hays County, Texas and Incorporated Areas (FIRM Map No. 48209C0140G) dated January 17, 2025, included as Attachment 11.

(ii) Are any of the improvements proposed for purchase or construction funding through the proceeds of this bond issue currently in the official floodplain? ____ Yes X No**(iii) Are areas currently in the official floodplain used in the build-out projections used to support this bond issue? ____ Yes X No****(iv) Who is charged with maintaining minimum floor slab elevations in the District area?**

Hays County is responsible for maintaining the minimum floor slab elevations.

(v) Are any sites or easements to be funded in the bond issue currently in the floodplain? ____ Yes X No

SECTION 6 – SOURCE OF WATER SUPPLY AND SEWAGE TREATMENT FACILITIES

(A) Water Supply:

(i) **Water Supply Source:**

The District is served by the West Travis County Public Utility Agency (“WTCPUA”) on a retail customer basis. Internal water distribution lines are conveyed from the developer to the District and leased to the WTCPUA for operation as they are completed.

The original developer entered into an agreement with the WTCPUA, “Agreement for the Provision of Nonstandard Retail Water Service”, on April 13, 2015 to provide service to the District. This agreement was assigned to the current developer, HM Parten Ranch Development, Inc., on March 10, 2016. It was amended by “First Amendment to Agreement for the Provision of Nonstandard Retail Water Service” effective June 15, 2017, and by “Second Amendment to Agreement for the Provision of Nonstandard Retail Water Service”, effective April 19, 2018.

The District entered into an agreement with the WTCPUA, “Water Facilities Lease and Services Agreement”, effective May 17, 2018. They also entered into “Agreement for Billing and Disconnection of Retail Water Services” with the WTCPUA effective June 1, 2018.

These agreements are included as Attachment 12.

(ii) **Water Supply Facilities Inventory:**

The District is connected to the WTCPUA’s water system. A detailed inventory of their facilities is not readily available. The WTCPUA has committed to serving the District as documented in the service agreements included as Attachment 12.

(iii) **Interconnects:**

Not applicable.

(iv) The executed Water Supply agreements with the WTCPUA are included as Attachment 12.

(v) No special circumstances exist.

(vi) The District’s water supply is capable of serving 585 ESFCs, which is sufficient to serve the 419 ESFCs necessary to support the feasibility of this proposed bond issue, and the ultimate build out of the District.

(B) Wastewater Treatment:**(i) Wastewater Treatment Facilities:**

The original developer entered into a Wholesale Wastewater Agreement with Hays County MUD No. 5 and the District, on September 14, 2015. The agreement provides for sufficient capacity for full development of the District, 580 ESFCs, based on certain improvements made to the Hays County MUD No. 5 WWTP and system. These improvements have all been completed and the District is receiving service from Hays County MUD No. 5. A copy of this agreement is included as Attachment 24. A copy of the Hays County MUD No. 5 wastewater treatment plant permit is included as Attachment 14.

- (ii)** The District has been allocated a flow factor of 225 gpd/LUE per the Wholesale Wastewater Agreement.
- (iii)** Not applicable.
- (iv)** No special circumstances exist.
- (v)** The District's wastewater capacity is capable of serving 580 ESFCs, which is sufficient to serve the 419 ESFCs necessary to support the feasibility of this proposed bond issue, and the ultimate build out of the District.

(C) Stormwater Drainage Facilities:

- (i)** Stormwater flows from the northern portion of the District to Springhollow Creek, a tributary of Bear Creek, which is a tributary to Onion Creek, a tributary of the Colorado River.
- (ii)** Stormwater is collected through a system of curb and gutter, storm inlets, storm sewers, drainage channels, storm water detention and water quality basins, which ultimately flow into Springhollow Creek.
- (iii)** The drainage facilities proposed for funding include curb inlets, storm sewer lines, and a pond.
- (iv)** The TCEQ Edwards Aquifer Authority requires stormwater quality facilities for this development. A batch detention pond and vegetative filter strips are proposed for funding in this application.

SECTION 7 – BASIS OF DESIGN

(A) Conformity with Regulatory Requirements:

The facilities proposed for funding in this application are designed in accordance with the applicable criteria established by regulatory authorities as follows:

(i) **Texas Commission on Environmental Quality:** Yes X No ___ N/A ___

(ii) **City of Dripping Springs:** Yes X No ___ N/A ___

(iii) **County of Hays:** Yes X No ___ N/A ___

(iv) **County Flood Control District:** Yes ___ No ___ N/A X

The District is not located within any county's flood control district.

(v) **Commission Permit Required by Water Code 16.236:** Yes ___ No ___
N/A X

The District has not constructed any levees.

(vi) **Others:** Not applicable.

(B) Oversizing:

Is the District constructing any facility with capacity in excess of that reasonably anticipated for future in-district uses? ___ Yes X No If yes, is the additional capacity required by a local government or other regulatory agency? ___ Yes ___ No X N/A

SECTION 8 – FINANCIAL INFORMATION

(A) Growth/No Growth:

The economic feasibility of this bond issue is based on no-growth.

The highest projected taxable value shown in the cash flow schedule is \$420,456,365.

(B) Latest Certified Assessed Valuation:

\$337,099,862 as of January 1, 2025. The certificate from the Hays County Appraisal District is included as Attachment 18.

Latest Certified Estimate of Assessed Valuation: \$420,456,365 as of April 1, 2026. The certificate from the Hays County Appraisal District is included as Attachment 18.

(C) Historical Tax Data:

The following information is as of May 1, 2026. Tax data from the Hays Central Appraisal District was included.

YEAR COLLECTED	ASSESSED VALUATION	DEBT SERVICE TAX RATE	MAINTENANCE TAX RATE	AMOUNT COLLECTED	TOTAL
2020	\$30,133,697	\$0.300	\$0.700	\$301,337	\$301,337
2021	\$58,501,949	\$0.405	\$0.595	\$585,020	\$585,020
2022	\$129,967,388	\$0.500	\$0.500	\$1,299,674	\$1,299,674
2023	\$247,503,969	\$0.750	\$0.250	\$2,475,041	\$2,475,041
2024	\$299,709,691	\$0.825	\$0.175	\$2,991,723	\$2,998,944
2025	\$332,307,070	\$0.850	\$0.150	\$3,261,236	\$3,320,307

(D) Cash and Investment:

CASH AND INVESTMENT BALANCES	
As of May 28, 2026	
General Operating	\$3,484,440
Debt Service Fund	\$5,327,981
Capital Projects Fund	\$652,810
Other Funds	\$0.00

(E) Outstanding Indebtedness:**(i) Bond Issues:**

Category	Outstanding Debt	Proposed Debt	Combined Debt	Debt Ratio based on Current Certified or Estimated Value
Water, Wastewater & Drainage	\$36,535,000	\$4,385,000	\$40,920,000	9.73%
Roadway	\$14,410,000	\$0	\$14,410,000	3.43%
Recreational	\$0.00	\$0.00	\$0.00	0

(ii) Bond-Anticipation Notes:

The District does not have any outstanding bond-anticipation notes.

(iii) Were the provisions of Commission Rule 293.54 followed in the issuance of all Bond-Anticipation Notes? ___Yes ___No X N/A**(iv) Tax-Anticipation Notes:**

None.

(v) Other obligations:

None.

(F) Financial Feasibility:**(i) Build-Out Projections: Is the feasibility of this bond issue based on growth? ___Yes X No****(ii) Debt-Service Schedule**

The Projected Debt-Service Schedule is provided as Attachment 15.

(iii) Revenue Projections**(a) Does the District intend to use net revenues from operations for debt service payments? ___Yes X No****(b) Does the District intend to use revenues received from a municipality through either a consent agreement or strategic partnership agreement for debt service payments? ___Yes X No****(iv) Operating Budget**

The proposed project will not affect the District's operating costs. The current Operating Budget is included as Attachment 16.

(v) Projected Cash Flow Analysis for Proposed and Existing Debt of District

Not applicable.

(vi) No-Growth Cash Flow Analysis for Proposed and Existing Debt of District

Please refer to Attachment 17.

(vii) Cash Flow Analysis for All Overlapping Taxing Entities Specifically Attributable to Water, Wastewater, Firefighting, Recreation, or Roads

Not applicable.

(viii) Combined Tax Rate

	Projected Tax Rate	No-Growth Tax Rate
District tax rate		
a. Debt service as shown in cash flow analysis	\$0.850	\$0.850
b. Maintenance Tax (See Attachment 16)	\$0.150	\$0.150
Tax rate for overlapping entities as defined in Commission Rules 293.59(f)(2) and (f)(6) and (e)(2) and (e)(6)		
a. Debt service as shown in cash flow analysis		
1. Entity No. 1:	N/A	N/A
2. Entity No. 2:	N/A	N/A
b. Maintenance Tax		
1. Entity No. 1:	N/A	N/A
2. Entity No. 2:	N/A	N/A
Equivalent surcharge for water and wastewater, if any: If District is within a city, then indicate the portion of the city's tax rate specifically attributable to water, wastewater, drainage, or recreation:	\$0.00	\$0.00
Less any equivalent tax rebate:	\$0.00	\$0.00
TOTAL COMBINED TAX RATE	\$1.00	\$1.00

(ix) Total Taxable Value of Area to be Taxed

\$420,456,365 as of **April 1, 2026**.

(x) Waiver of Special Appraisal

The Waiver of Special Appraisal is provided in Attachment 19.

(xi) Overlapping Tax Rates

TAXING JURISDICTIONS	TAX YEAR	CURRENT TAX RATE PER \$100 VALUATION	PROJECTED TAX RATE PER \$100 VALUATION
Hays County	2025	0.3999	0.3999
Dripping Springs I.S.D.	2025	1.1052	1.1052
Special Road District	2025	0.0415	0.0415
Hays Co. Fire E.S.D. No. 6	2025	0.08024	0.08024
North Hays Co. E.S.D. No. 1	2025	0.05	0.05
Springhollow MUD	2025	1.0000	1.0000
TOTAL	-	2.67684	2.67684

(G) Development Status:

Does the District have a developer as defined by Water Code Section 49.052(d)?

☒ Yes ☐ No

(i) Status of Construction

Does the District meet the conditions of Commission Rule 293.59(k)(6) regarding completion of facilities prior to Commission approval necessary to serve the projected development?

1. Compliance with 293.59(k)(6)(A)? ☒ Yes ☐ No ☐ Exempt
2. Compliance with 293.59(k)(6)(B)? ☒ Yes ☐ No ☐ Exempt
3. Compliance with 293.59(k)(6)(C)? ☒ Yes ☐ No ☐ Exempt
4. Compliance with 293.59(k)(6)(D)? ☒ Yes ☐ No ☐ Exempt
5. Compliance with 293.59(k)(6)(E)? ☒ Yes ☐ No ☐ Exempt

(ii) Status of Growth Projected in Previous Bond Issue, if Applicable

- (a) Does the District meet the conditions of Commission Rule 293.59(l)(2) and 293.59(l)(3) regarding completion of water and wastewater facilities necessary to serve the connections projected in the previous bond applications?** ☐ Yes ☐ No ☒ N/A

The previous Bond Issue was based on No-Growth.

- (b) Does the District meet the condition of Commission Rule 293.59(l)(4) regarding 75% completion of all prior bond issues?** ☐ Yes ☐ No ☒ N/A

The previous Bond Issue was based on No-Growth.

(H) Market Information:

A market study is not provided for the reason below:

No growth is projected in determining the feasibility of this bond issue.

SECTION 9 – SHARED FACILITIES**(A) Inventory:**

There are no shared facilities to be funded with the proceeds of this application.

(B) Calculated Pro Rata Shares:

Not applicable.

(C) Cost Sharing Arrangements Requested for Commission Approval:

Not applicable.

(D) Oversizing Required by a Local Government or Other Regulatory Agency:

Not applicable.

SECTION 10 – PLANS, SPECIFICATIONS, OTHER CONSTRUCTION DOCUMENTS**(A) Plans:****(i) Construction Plans**

Copies of the Parten Ranch Phase 8 Paving, Drainage, Water and Wastewater Improvements plans and Parten Ranch Phase 6 & 7 Waterline Tie-In plan are submitted with this bond application. See Attachment 20.

(ii) Plat

A copy of the Parten Ranch Phase 8 recorded plat has been included with this bond application. See Attachment 20.

(B) Contract Documents:

Contract documents for the Parten Ranch Phase 8 Paving, Drainage, Water and Wastewater Improvements are submitted with this bond application. See Attachment 20.

(C) Construction Documents:

Construction documents for Parten Ranch Phase 8 Paving, Drainage, Water and Wastewater Improvements and the Parten Ranch Phase 6 & 7 Waterline Tie-In are submitted with this bond application. See Attachment 20.

(D) Checklist:

Construction contract checklists are included with the construction documents.

SECTION 11 – SPECIAL CONSIDERATIONS

(A) Developer Projects:

Are any of the projects in the proposed bond issue developer projects as defined in Commission Rule 293.44(a)(1)? ☒ Yes ☐ No

(i) **Clearing and Grubbing:** Not applicable.

(ii) **Spreading and Compacting of Fill:** Not applicable.

(iii) **Change in Development Plan:**

Do any of the projects in the proposed bond issue include the replacement or relocation of existing or designed facilities? ☐ Yes ☒ No

(iv) **Railroad, Pipeline, or Underground Utility Relocations:** Not applicable.

(v) **Joint-Use Engineering Studies:** No funding is requested for engineering studies.

(vi) **Bridges and Culverts:** There is one culvert included in the Phase 8 project proposed for funding. There is a 36" culvert crossing at Bird Hollow. The cross-sectional area is less than 9 square feet.

(vii) **Proration of Dual Lake-Detention Pond:**

Does the project include funds for the purchase or construction of detention pond facilities which will hold water continuously for aesthetic or recreational purposes? ☐ Yes ☒ No

(viii) **Floodplain Mitigation:**

Does the project include funds for costs associated with the mitigation of floodplain areas? ☐ Yes ☒ No

(B) All Projects:

(i) **Appraisals:** None of the facilities are being purchased on the basis of an appraisal as prescribed by Commission Rule 293.44(b)(1).

(ii) **Contract Revenue bonds:**

Are the proposed bonds contract revenue bonds? ☐ Yes ☒ No

(iii) **Impact Fees and Capital Recovery Fees:**

Does the proposed bond issue include funding for fees calculated and collected under the provisions of Local Government Code 395?

☒ Yes ☐ No

Water impact fees are required per Section 4.1 of the Water Agreement with the WTCPUA, which is provided as Attachment 12.

SECTION 12 – MISCELLANEOUS CONSIDERATIONS

(A) **Preconstruction Documents:**

A copy of the developer financing agreement is included as Attachment 19.

(B) **Bid Advertisement:**

Were the competitive bidding statutes complied with in each of the construction contracts executed? ☒ Yes ☐ No

The Parten Ranch Phase 6 & 7 Waterline Tie-In was not bid because it was intended to be a change order to the Parten Ranch Phase 6 & 7 Paving, Drainage, Water, and Wastewater Improvements contract. The WTCPUA required the installation of a pressure reducing valve (PRV) in a vault at the tie-in to an existing waterline during the course of construction. The WTCPUA approval of the PRV was not received until after the Phase 6 & 7 project was closed and nearing the end of the acceptance process with the WTCPUA. Rather than re-opening the project to issue a change order, which would have restarted the acceptance process with the WTCPUA, or having another contractor work on a waterline that was already under warranty by the current contractor, the work was done by the Phase 6 & 7 contractor as an independent item.

(C) **Developer's 30% Contribution Exemption Request:**

The District is requesting a *conditional exemption* from the requirement to obtain a 30% contribution from the developer on certain construction contracts on the anticipation of the following condition being met:

☒ The District anticipates obtaining an acceptable credit rating [as such rating is defined in Commission Rule 293.47(b)(4)] prior to the sale of the proposed bond issue. A letter from the District's financial adviser addressing the District's ability to obtain such a rating is included as Attachment 25.

(D) **Letters of Credit, Deferment of Bond Proceeds, Other Acceptable Financial Guarantees:**

Not applicable. The facilities proposed for funding in this bond issue and the facilities required to serve the development assumed in determining the feasibility of this bond issue are complete.

(E) **Developer Interest Reimbursement:**

The District is requesting approval to reimburse the developer for interest. A tabular breakdown is included as Attachment 9.

(F) Land and Easement Acquisition:

(i) Stormwater Detention Facilities:

Does the District intend to purchase easements or sites for stormwater detention facilities? ____ Yes X No

(ii) Easements Outside the District's Boundaries:

Does the District intend to purchase easements outside the District's boundaries? ____ Yes X No

(iii) Downstream Drainage Channels:

Does the District intend to purchase easements to improve drainage channels downstream of the District that pass through other Districts? ____ Yes X No

(iv) Recreational Facility Sites:

Does the District intend to purchase sites for recreational facilities? ____ Yes X No

(G) District Participation in Regional Drainage Systems:

Does the proposed bond issue include funds to be paid to a regional drainage authority for capacity in a regional stormwater detention system? ____ Yes X No

SECTION 13 – MISCELLANEOUS INFORMATION

(A) Contracts with Professional Consultants:

Copies of contracts with professional consultants whose fees are included in this bond issue are enclosed as Attachment 21.

(B) Compliance with Commission Rule Section 293.111(a)(6):

The West Travis County PUA is responsible for the water and wastewater service connection inspection program. See Attachment 22.

(C) Key Personnel:

(i) President, Board of Directors

Scott Deskins
c/o Armburst & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Attention: Carter Dean
Phone: (512) 435-2300

(ii) District Attorney

Mr. Carter Dean
Armbrust & Brown, PLLC
100 Congress Ave., Suite 1300
Austin, Texas 78701
Phone: (512) 435-2300

(iii) Bond Counsel

Ms. Carol Polumbo
McCall Parkhurst & Horton, L.L.P.
600 Congress Ave., Suite 1800
Austin, Texas 78701
Phone: (512) 478-3805

(iv) Financial Advisor

Specialized Public Finance, Inc.
248 Addie Roy Road
Suite B-103
Austin, Texas 78746
Attention: Mr. Garry R. Kimball
Phone: (512) 275-7300

(v) Operator

Mr. Andrew Hunt
Crossroads Utility Services, LLC
2501 Forest Creek Drive
Round Rock, Texas 78665
Phone: (512) 246-1400

(vi) General Manager

Mr. Andrew Hunt
Crossroads Utility Services, LLC
2501 Forest Creek Drive
Round Rock, Texas 78665
Phone: (512) 246-1400

(vii) Tax Assessor-Collector

Hays County
712 S. Stagecoach Trail, Suite 1120
San Marcos, Texas 78666
Attention: Ms. Jennifer Escobar
Phone: (512) 393-5545

(viii) Chief Appraiser, Hays County

Hays Central Appraisal District
21001 N. IH 35
Kyle, Texas 78640
Attention: Ms. Laura Raven
Phone: (512) 268-2522

(ix) Principal Developer

Mr. Tim Sawtelle
HM Parten Ranch Development, Inc.
2901 Bee Caves Road, Suite F
Austin, Texas 78746
Phone: (512) 481-0303

(x) Engineer

LJA Engineering, Inc.
3711 S. Mopac Expressway, Building II, Suite 500
Austin, Texas 78746
Attention: Mr. Daniel Ryan, P.E.
Phone: (512) 439-4700

(xi) Bookkeeper

Mr. Allen Douthitt
 Bott & Douthitt, P.L.L.C.
 P.O. Box 2445
 Round Rock, Texas 78680
 Phone: (512) 733-0700

(D) Reporting Requirements:

Has the District submitted a current Directors' Registration Form?

☒ Yes ☐ No

Has the District submitted a current District Information Form as required by Water Code Section 49.455? ☒ Yes ☐ No

Has the District submitted a current Audit Report or Financial Dormancy Affidavit? ☒ Yes ☐ No

(E) Name Signs:

Has the District posted at least two name signs, at two or more principal entrances to the District? ☒ Yes ☐ No

One name sign is posted along Parten Ranch Parkway and the second is located along Parten Ranch Parkway at the entrance from F.M. 1826. A photo is included as Attachment 23.

(F) Other Information:

None.

LIST OF ATTACHMENTS

1. Creation Documents
2. Annexations and Exclusions (N/A)
3. Current Boundary Map
4. Location Map
5. Bond Election (See District's First Bond Application)
6. Land Use Plan
7. Itemized Cost Breakdowns
8. Pro-Rata Cost Share Calculations (N/A)
9. Tabular Breakdown of Developer Interest
10. Copies of Special Contracts Between the Developer and City
11. Floodplain Map
12. Water Agreements
13. Engineering Report on Water System of a Supplying Entity (N/A)
14. Wastewater Permit
15. Debt Service Schedule
16. Operating Budget
17. Pro Forma
18. Latest Assessed Valuation
19. Preconstruction Agreements
20. Construction Documents (under separate cover)
21. Professional Consultant Contracts
22. Rule 293.111 Compliance Certificate
23. Name Signs
24. Parten Ranch Wholesale Wastewater Agreement
25. Letter from Financial Advisor

AGREEMENT CONCERNING CREATION AND OPERATION OF SPRINGHOLLOW MUNICIPAL UTILITY DISTRICT

This Agreement Concerning Creation and Operation of Springhollow Municipal Utility District (this "Agreement") is entered into by the City of Dripping Springs, Texas, a Type A general law municipal corporation situated in Hays County, Texas (the "City"), and Bill R. Hall, Trustee of the Martha J. Parten Trust created under the Will of Martha J. Parten probated in Hays County, Texas, and as Trustee of the Ben L. Parten, Jr. Trust created under the Will of Ben L. Parten, Jr. probated in Hays County, Texas (in such collective capacities, "Owner"). Following the District Confirmation Date, as defined below, Springhollow Municipal Utility District (the "District"), a municipal utility district to be created pursuant to Article XVI, Section 59, of the Texas Constitution and Chapters 49 and 54 of the Water Code, will join in and become a party to this Agreement.

ARTICLE I RECITALS

A. Owner represents that it is the owner of approximately 541.003 acres in Hays County, Texas, as described in Exhibit A and shown on Exhibit B attached to this Agreement (the "Land"). The Land lies entirely within the City's extraterritorial jurisdiction ("ETJ").

B. Owner filed a petition with the City on September 18, 2007, seeking the City's consent to the creation of the District (the "Consent Petition").

C. The purposes of this Agreement are to set out mutually agreeable terms and conditions relating to the creation and operation of the District, which include the provisions under which the City has adopted its resolution consenting to the creation of the District consistent with Section 42.042 of the Texas Local Government Code and Section 54.016 of the Texas Water Code. It is an essential element of the granting of the City's consent to the creation of the District that, after the District Confirmation Date, the District approves and executes this Agreement and becomes a Party to it.

D. On December 11, 2007, pursuant to the Consent Petition, the City Council of the City adopted Resolution No. 2008-3 consenting to the creation of the District (the "Consent Resolution"), which Consent Resolution approved, and is subject to, the terms and conditions of this Agreement.

E. The City intends that this Land also will be subject to a Development Agreement to be negotiated and entered into between the City and the developer of the Land.

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions hereinafter set forth, the Parties contract and agree as follows:

ARTICLE II DEFINITIONS

"Agreement" means this Agreement Concerning Creation and Operation of Springhollow Municipal Utility District.

"Assignee" means a successor to Owner, as defined in **Section 11.10(b)** of this Agreement.

"Attorney General" means the Attorney General of the State of Texas.

“Board” means the Board of Directors of the District.

“Bond” means (a) any instrument, including a bond, note, certificate of participation, or other instrument evidencing a proportionate interest in payments, due to be paid by the District, or (b) any other type of obligation that (1) is issued or incurred by the District under the District’s borrowing power, without regard to whether it is subject to annual appropriation, and (2) is represented by an instrument issued in bearer or registered form or is not represented by an instrument but the transfer of which is registered on books maintained for that purpose by or on behalf of the District. The term shall include obligations issued to refund outstanding Bonds, but shall not include reimbursement agreements entered into between the District and a developer of the Land, any other contracts entered into by the District not within the items listed in (a) or (b) above, or bond anticipation notes.

“CCN” means a certificate of convenience and necessity or similar permit issued by the TCEQ authorizing a specified entity to be the retail water or sewer service provider in a specified area.

“City” means the City of Dripping Springs, Texas, a Type A General Law municipality located in Hays County, Texas.

“City Council” means the City Council of the City.

“City Administrator” means the City Administrator of the City.

“City Engineer” means one or more engineers hired or engaged to work for the City.

“City Objection” means an objection by the City to a Bond issue as defined in **Section 5.05** of this Agreement.

“City Review Fees” means: (a) the fees and charges applicable to the City’s preliminary and final plat review and approval process according to the fee schedule adopted by the City Council and in effect on the date of submittal of each plat application; and (b) fees and charges applicable to the review of plans relating to construction of Infrastructure according to the fee schedule adopted by the City Council and in effect on the date of submittal of such plans.

“City Secretary” means the City Secretary of the City.

“Consent Petition” means the petition submitted by Owner and filed with the City on September 18, 2007, seeking the City’s consent to the creation of the District.

“Consent Resolution” means Resolution No. ____ adopted _____, 2007 by the City Council that approves this Agreement and that contains the City’s consent to the creation of the District.

“Contractor” means a person or entity that constructs, alters or repairs Infrastructure required to serve the Land.

“Development Agreement” means the anticipated development agreement between the developer and the City regarding development of the Land.

“District” means the Springhollow Municipal Utility District, to be created in Hays County, Texas, with boundaries contiguous with the Land.

“District Confirmation Date” means the date on which the Board canvasses the results of the election held within the District to confirm the creation of the District.

“District Infrastructure” means Infrastructure improvements constructed by or on behalf of the District to serve the Land, whether located within or outside the Land.

“Effective Date” means the effective date of this Agreement and is _____, 2007, the date of the City’s adoption of the Consent Resolution.

“ETJ” means the extraterritorial jurisdiction of a city, as defined by the Texas Local Government Code, as amended.

“Governing Regulations” means the following, as amended from time to time:

- (i) Concerning fire protection, water distribution design will incorporate provisions for future connection to surface water supply and fire flow when such becomes available, and line sizing sufficient to maintain adequate fire flow for all residences in the subdivision. Water distribution design also will incorporate flush valves at all dead-legs and a sesame connection at the water storage tank. Fitting size / type to the water storage tank will be coordinated with the fire district, if applicable, to permit filling (via gravity) of fire trucks.
- (ii) All City manuals, standards, ordinances and regulations for design, location, construction, operation and maintenance of water and wastewater infrastructure, including the TCSS Manual.
- (iii) Utility location standards;
- (iv) Hays County regulations and rules applicable to subdivisions within the City’s ETJ;
- (v) All rules and regulations of those other governmental entities with state and local jurisdiction, including but not limited to those promulgated by the TCEQ, the Texas Department of Transportation and the Hays-Trinity Groundwater Conservation District.

“Infrastructure” means all water, wastewater, drainage, roadway and other infrastructure improvements installed or constructed to serve the Land, whether located within or outside the Land.

“Land” means that certain 541.003-acre tract located in Hays County, Texas as described in **Exhibit A** and shown on **Exhibit B**.

“LCRA” means the Lower Colorado River Authority.

“Notice” means notice as defined in **Section 11.01** of this Agreement.

“Owner” means Bill R. Hall, Trustee of the Martha J. Parten Trust created under the Will of Martha J. Parten, and as Trustee of the Ben L. Parten, Jr. Trust created under the Will of Ben L. Parten, Jr., and their respective successors and Assignees as permitted by this Agreement.

“Party” means, individually, the City, Owner, or the District, their successors and their assignees as permitted by this Agreement, collectively “Parties.”

“TCEQ” means the Texas Commission on Environmental Quality or its successor state agency.

“TCSS Manual” means City’s Technical Construction Standards and Specifications Manual, as it may be amended from time to time.

“Water Code” means the Texas Water Code, as amended from time to time.

ARTICLE III **CONSENT TO CREATION**

3.01 In accordance with the terms of this Agreement, the City consents to the creation of the District over the Land.

ARTICLE IV **CONSTRUCTION, OPERATION, MAINTENANCE AND INSPECTION OF DISTRICT FACILITIES**

4.01 Infrastructure Standards. The Owner or the District shall, at no cost to the City, construct the District Infrastructure in accordance with plans and specifications that have been approved by the City. The City agrees to review all plans and specifications provided by the Owner or the District in a timely manner and pursuant to the procedures set forth in City ordinances and guidelines; not to unreasonably withhold its approval of such plans and specifications; and to conduct its inspections of ongoing construction in a manner that minimizes interference with such construction. All District Infrastructure shall be designed and constructed in compliance with: (a) the Governing Regulations; (b) the rules and regulations, if any, of the District; (c) the rules and regulations of TCEQ; and (d) if applicable, the rules and regulations of LCRA for retail water service. In the event a conflict between the City’s requirements under this Agreement and those of LCRA (for water) or the District’s wholesale wastewater provider (for wastewater) which causes the District to be unable to comply with both sets of requirements, the requirements of LCRA or the wholesale wastewater provider will control to the extent of the conflict and the District’s compliance with such requirements will be deemed sufficient to comply with this Agreement.

4.02 Additional Construction Standards for Water and Wastewater Utility Infrastructure. Any wastewater treatment, collection or disposal systems, or portions thereof, that are constructed on the Land shall also comply with the specifications set forth in Exhibit C. The Owner and District hereby agree that they will require any offsite wastewater District Infrastructure that is constructed or expanded after the Effective Date for the purpose of providing retail wastewater collection, treatment or disposal services to the Land to also comply with the specifications set forth in Exhibit C, and shall take such reasonable steps, through written agreements or otherwise, as may be necessary to ensure or enforce such requirements.

4.03 Plan Review; Payment of Fees; and Pre-Construction Conference. Construction of Infrastructure shall not commence until the plans and specifications have been reviewed and accepted by the City for compliance with the **Section 4.01** Infrastructure Standards; and the City has been offered the option to attend a pre-construction conference held by the Contractor, the District’s or the Owner’s engineer, as applicable, and the City’s Engineer at a reasonably agreeable time and place; and the applicable City Review Fees have been paid. The City will timely designate both the City’s project manager and the City’s inspector for purposes of this Agreement either by Notice to the Owner or the District, as applicable, or at the pre-construction conference.

4.04 Inspection by City. The City has the right, but not the obligation, to inspect and test the Infrastructure at any time, including inspection of District Infrastructure being constructed by the Owner or the District. Further, the City has the right to participate in a final inspection of all Infrastructure. The Owner or its Contractor shall notify the City's inspector when Infrastructure is ready for final inspection. and shall schedule final inspection by the City at a mutually agreed time. Thereafter, upon prior Notice by the City, any duly authorized employee of the City bearing proper credentials and identification shall be granted access to any property of the District within the Land as the City may reasonably determine necessary for the purpose of inspection and testing of District Infrastructure from time to time; provided, however, that any such inspections or tests must be conducted in a manner that does not materially interrupt or impair the District's operations and ability to provide service to its customers. So that the District may avoid duplication of its inspection costs, the City shall not charge inspection fees for any inspections of water and sewer Infrastructure that the Owner or the District are required by TCEQ to perform, unless the City's inspections are conducted in a manner that satisfies those applicable TCEQ inspection requirements.

4.05 Contracts with Contractors. If a Contractor is not an Owner, then the Owner shall incorporate the infrastructure standards and inspection requirements of this **Article IV** into a written construction contract with the Contractor. All contracts with such non-Owner Contractors shall provide that the City is a third-party beneficiary of, and may enforce the infrastructure standards and inspection requirements of this Agreement against, the Contractors.

4.06 Operation and Maintenance of District Infrastructure. The District shall cause all District Infrastructure to be operated and maintained in accordance with the Governing Regulations.

4.07 As-Built Drawings. The Owner or the District, as applicable, shall request that its Contractor timely prepare, and shall deliver to the City Administrator within 30 days of receipt of such drawing from the Contractor, mylar record drawings for all District Infrastructure.

4.08 Water Supplies. The Parties acknowledge that the Owner currently intends that the Land will receive water service, whether retail or wholesale, from LCRA. Once the Land is connected to a surface water supply, the Owner and the District agree to discontinue use of all existing public water supply wells for potable water service. Wells may continue to be used for irrigation water supply for District property, open space and/or common areas or for emergency water supply. Emergency water supply does not include use during a drought or period of mandatory water use restrictions during drought conditions. All restrictive covenants established by the Owner for the development of the Land shall include these limitations on the use of water wells. In addition to other remedies that may be available, the City is expressly authorized to enforce this **Section 4.08** by specific performance.

4.09 CCNs. The Owner or the District may , but will not be required to, obtain a CCN to provide water and/or sewer services throughout the boundaries of the District. If the Owner or the District obtain a water or a sewer CCN, then the Owner or the District, as applicable, agrees that it shall not transfer such CCN to any other person, utility, political subdivision or other entity (except that the Owner may transfer a CCN to the District without compliance with this Section) without first (i) giving the City 60 days Notice and a right of first refusal to obtain such CCN and become the service provider for the District or (ii) requiring the transferee to enter into a binding agreement to transfer to the City its CCN within the District upon the City's annexation of the Land. This provision regarding service areas constitutes a contract between retail public utilities designating areas to be served and customers to be served by those retail public utilities pursuant to Section 13.248 of the Water Code ("Section 13.248"). The Parties further agree that each of them may file a copy of this Agreement with the TCEQ in support of applications and other filings provided for in, or consistent with, this Agreement and may request that the TCEQ honor the terms of this Agreement as a contract between retail public utilities pursuant to

Section 13.248. If the District becomes the retail provider of water or sewer service to the Land, then it shall not transfer the CCN or the District Infrastructure used for water or sewer service to any other person, utility, political subdivision or other entity without first (i) giving the City 60 days notice and a right of first refusal to acquire such District Infrastructure used for water or sewer service or (ii) requiring the transferee to enter into a binding agreement to transfer such District Infrastructure to the City upon the City's annexation of the Land.

4.10 Service Outside the District. The District shall not sell or deliver services to areas outside the District without prior City Council approval; provided, however, the District may serve a maximum of twenty-five (25) retail residential water and wastewater connections outside the District without such City approval. Outside district service pursuant to this **Section 4.10** shall be subject to **Section 4.01** Infrastructure Standards.

ARTICLE V **ISSUANCE OF BONDS**

5.01 Purposes. The District may issue Bonds as permitted by law and this Agreement. The purposes for which the District may issue Bonds shall be restricted to the following:

- (a) Purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances, including contract rights and capacity, necessary to:
 - (i) Provide a water supply for the District for municipal, domestic, and commercial uses;
 - (ii) Collect, transport, process, dispose of, and control all domestic, commercial, industrial, or communal wastes from the District, whether in fluid, solid, or composite state;
 - (iii) Gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District;
 - (iv) Exercise Road Utility District powers pursuant to Section 54.234 of the Water Code; and
 - (v) Provide park and recreational facilities, if authorized by the Texas Constitution and the Water Code;
- (b) Payment of creation and organization expenses; operation expenses during the creation and construction periods; cost of issuance, including consultant fees, paying agent/registrar fees and escrow fees; interest during construction; capitalized interest and any other expenses authorized by Section 49.155 of the Water Code;
- (d) Refunding of any outstanding Bonds of the District for a debt service savings ("Refunding Bonds"); provided, however, that any such Refunding Bonds otherwise satisfy the requirements of this Agreement.

5.02 Bond Requirements. The District shall obtain all necessary authorizations for Bonds issued in accordance with this Agreement and laws applicable to the District. All Bonds issued by the District shall comply with the following requirements:

- (a) Maximum maturity of 25 years from the date of closing of the sale of the Bonds for any one series of Bonds;
- (b) Interest rate that does not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one month period immediately preceding the date that the notice of the sale of such Bonds is given;
- (c) Amortization that results in level debt service payments over the life of the District's total outstanding debt, except for an initial period of up to 5 years of interest only payments;
- (d) Shall expressly provide that the District shall reserve the right to redeem Bonds at any time beginning not later than the tenth (10th) anniversary of the date of issuance, without premium. No variable rate Bonds shall be issued by the District without City Council approval;
- (e) Any Refunding Bonds of the District must provide for a minimum of three percent (3%) present value savings and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds unless approved by the City Council; and
- (f) No Bonds shall be issued if the District's debt to the most recent estimate of certified taxable assessed valuation as determined by the records of the Hays County Appraisal District will exceed 25 percent upon issuance.

5.03 Notice of Bond Issues. At least thirty (30) days before submission of an application for approval of issuance of Bonds other than Refunding Bonds to the TCEQ or the Attorney General, whichever occurs first, the District shall deliver to the City Administrator the certifications required by **Section 5.04** and **Section 5.07** and a Notice containing: (a) the amount of Bonds being proposed for issuance; (b) a description of the projects to be funded; and (c) the proposed debt service and District tax rate after issuance of the Bonds. For Refunding Bonds, at least seven days before submission of an application for approval of the issuance of Refunding Bonds to the Attorney General, the District shall deliver to the City Administrator the certifications required by **Sections 5.04** and **Section 5.07** and a Notice containing (a) the amount of Refunding Bonds being proposed for issuance; (b) a description of Bonds to be refunded; and (c) the proposed debt service and District tax rate after issuance of the Refunding Bonds. The District shall, within five (5) days of submittal, provide any bond package that it submits to the TCEQ to the City for review.

5.04 Compliance with Agreements. At least thirty (30) days before submission of an application for approval of issuance of Bonds other than Refunding Bonds to the TCEQ or the Attorney General, whichever occurs first, the District shall certify in writing to the City Administrator that the District is not in breach of any material provision of this Agreement. For Refunding Bonds, at least seven days before submission of an application for approval of issuance of Refunding Bonds, the District shall certify in writing to the City Administrator that the District is not in breach of any material provision of this Agreement. Material provisions include, but are not limited to the provisions of **Articles IV and VI** of this Agreement.

5.05 Bond Objections. The City shall have a period of thirty (30) days after receiving the last of the certifications and Notices required by **Section 5.04** and **Section 5.07** within which to object to any Bonds other than Refunding Bonds and shall have a period of seven days after receiving such certifications and Notices within which to object to any Refunding Bonds. The only basis for an

objection by the City to a proposed Bond issue shall be that the District is in default of a material provision of this Agreement. If the City objects to a proposed Bond issue (a "City Objection"), such objection (a) shall be in writing, (b) shall be given to the District; (c) shall be signed by the Mayor or the City Administrator, and (d) shall specifically identify the material provision(s) of this Agreement as to which the District is in default. It shall not be a basis for a City Objection that the City disagrees with the District's financial advisor as to the financial feasibility of the Bonds so long as the proposed Bonds are approved by the TCEQ (if applicable) and Attorney General. In the event a City Objection is given to the District within the time period required by this Section with respect to a specific Bond application, the City and the District shall cooperate to resolve the City Objection within a reasonable time, and the advertisement of sale of the Bonds to which the City Objection applies shall be delayed until the City Objection has been cured or waived. If the certifications and Notices required by Sections 5.04 and 5.07 are accurate and in compliance with this Article V in all material respects, and the City does not provide Notice of a City Objection within the time and in the manner required by this Section, then the City will be deemed to have waived any right to object to the Bond issue in question, and will, promptly upon the District's request, provide the District with written confirmation that the City does not have any objections to, or has waived any right to object to, as applicable, to the application in question.

5.06 Official Statements. Within thirty (30) days after the District closes the sale of each series of Bonds, the District shall deliver to the City Administrator a copy of the final official statement for such series of Bonds. If the City requests additional information regarding such issuance of the Bonds, the District shall promptly provide such information as it has in its files to the City at no cost to the City, but the District will not be required to create any additional schedules or information that is not already available.

5.07 Economic Feasibility. Before submission of an application for approval of issuance of Bonds to the TCEQ or the Attorney General, the District's financial advisor shall certify in writing to the City Administrator that the Bonds are being issued within the then-current economic feasibility guidelines established by the TCEQ for districts issuing bonds for water, sewer or drainage facilities in Hays County.

5.08 Certifications. With respect to any matter required by this **Article V** to be certified in writing, this Agreement also requires, and the District hereby warrants, that every statement in any certification shall be true and correct in all material respects and that the person signing the certification has been given the requisite authority to do so on behalf of the District.

ARTICLE VI

EXECUTION OF AGREEMENTS

6.01 Documents To Be Executed. Owner covenants and agrees to cause the District to approve, execute and deliver to the City this Agreement within thirty (30) days after the District Confirmation Date. Upon receipt of a copy of this Agreement executed by the District, the City agrees to provide a certificate to the District confirming that this requirement has been satisfied.

6.02 Effect on Issuance of Bonds. If the District fails to approve, execute and deliver this Agreement to the City within the time frame required by **Section 6.01** and such failure is not cured within fifteen (15) days after Notice from the City to Owner and the District, such failure shall constitute a material breach of this Agreement by Owner and shall entitle the City to prevent the issuance of Bonds until the failure has been cured.

6.03 Effect on Reimbursement. If Owner fails to cause the District to approve, execute and deliver to the City this Agreement within the time frame required by **Section 6.01** and such failure is not

cured within fifteen (15) days after Notice from the City to Owner and the District, then Owner shall not, from and after the date of such failure, enter into any agreements with the District or seek reimbursement from the District for any expenses incurred in connection with the District or development of the Land until the failure has been cured.

6.04 Reporting Requirements. The District shall: (a) send a copy of each order or other action setting an ad valorem tax rate to the City Administrator within thirty (30) days after the District adopts the rate; (b) send a copy of each annual audit to the City Administrator within thirty (30) days after approval by the Board; and (c) provide copies of any material event notices filed under applicable federal securities laws or regulations to the City Administrator within thirty (30) days after filing such notices with the applicable federal agency.

ARTICLE VII **INDEMNIFICATION**

7.01 INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OWNER AGREES TO INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") WITH REGARD TO ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, SUITS, JUDGMENTS, ADMINISTRATIVE PROCEEDINGS, ENFORCEMENT ACTIONS, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, COSTS OF INVESTIGATION AND EXPENSES, INCLUDING THOSE INCURRED BY CITY IN ENFORCING THIS INDEMNITY), DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (I) ANY BREACH OF THIS AGREEMENT BY OWNER OR (II) ANY DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE INFRASTRUCTURE BY OWNER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE OUT OF THE INDEMNITEE'S CONCURRENT NEGLIGENCE.

ARTICLE VIII **CONVERSION, ANNEXATION OR DISANNEXATION BY DISTRICT**

8.01. District shall not: (a) annex any additional lands to the District; (b) convert into another type of district; (c) consolidate with another district; (d) divide into two or more new districts; or (e) seek additional governmental powers beyond those consistent with this Agreement without prior City Council approval.

ARTICLE IX **ANNEXATION OF DISTRICT BY CITY**

9.01 General Terms. The Parties acknowledge and agree that the Land lies wholly within the City's ETJ and is not bordered by another city, town, or village. The Parties further acknowledge that the creation of the District, and the City's consent thereto, are for purposes that include promoting the orderly development and extension of City services to the Land upon annexation.

9.02 Incorporation. In furtherance of the purposes of this Agreement, the District and Owner, on behalf of themselves and their respective successors and Assignees, covenant and agree to the extent allowed by law that, except upon written consent of the City Council, neither the District nor Owner will: (a) seek or support any effort to incorporate the Land or any part thereof; or (b) sign, join in, associate with, or direct to be signed any petition seeking to incorporate any of the Land or seeking to include any of the Land within the boundaries of any other incorporated entity.

9.03 Authority to Annex and Related Agreements. The City will not give any notice of proposed annexation of or annex the Land into the City any earlier than the first to occur of (a) the date that construction of water, sanitary sewer, drainage and road facilities to serve 90% of the Land is complete; (b) fifteen (15) years after the Effective Date; or (c) the dissolution of the District (other than as a result of annexation by the City). If the City annexes the entire area in the District, then the City will succeed to all the powers, duties, assets and obligations of the District, including but not limited to any rights and obligations under valid and duly-authorized contracts entered into by the District prior to the first notice of annexation (e.g., developer reimbursement agreement) and any bond obligations. The District will not enter into any developer reimbursement agreements or agreements for new projects or extraordinary expenses, except as necessary for continued operation and maintenance of existing District facilities, after publication of the first notice of proposed annexation provided that the City thereafter proceeds with annexation of the Land in accordance with the notice. The District further agrees that any agreements with the District in violation of this restriction shall be void.

9.04 Agreement Not to Contest. The Owner and the District agree not to contest the City's annexation of the Land pursuant to the terms of this Agreement.

9.05 Utility Rates after Annexation. After annexation, the City may set rates for water and/or sewer services for property that was within the District at the time of annexation which may include a surcharge in addition to the rates charged to other ratepayers of the City for the purpose of wholly or partially compensating the City for the assumption of the District's obligations; provided that the City does not annex the area within the District until at least 90% of the District Infrastructure for which District bonds are authorized pursuant to this Agreement have been installed. Such additional surcharges shall be calculated to recover those District debts and other obligations assumed by the City upon annexation. The surcharge may continue for thirty (30) years after the initial District debt is issued or until the bonded indebtedness of the District has been retired, whichever occurs last, but in no case for a longer period of time than is necessary to wholly compensate the City for its assumption of the obligations of the District. The District shall comply with all of the requirements of Section 54.016(h), or such similar laws as may be in effect, regarding filing with the county clerk a duly affirmed and acknowledged statement which includes certain notice information to purchasers of property regarding the City's right to collect this surcharge.

9.06 Deed Record Notice. Within thirty (30) days after the District Confirmation Date, the District shall file in the real property records of Hays County a notice in the form required by Section 49.452 of the Water Code which includes notice that the City has the authority to annex the District subject to the limitations set forth in **Section 9.03**.

9.07 Conflict with Development Agreement. If the Development Agreement provides additional terms that authorize the City to annex the Land, for example upon termination of the Development Agreement, then the City may proceed with annexation in compliance with the terms of the Development Agreement, notwithstanding that they may conflict with this **Article V**.

ARTICLE X

TERM OF AGREEMENT

10.01. Term. This Agreement shall be effective from the Effective Date and shall continue in effect until the District is annexed for full purposes and dissolved by the City or until terminated in writing by mutual agreement of the City and the District; provided, however, if the creation of the District has not been confirmed at an election conducted on or before December 1, 2011, then this Agreement may be terminated by the Owner by providing Notice to the City or by the City by providing Notice to

Owner, and the City's consent to creation of the District shall be withdrawn and shall no longer be in effect.

ARTICLE XI ADDITIONAL PROVISIONS

11.01 Notice. Any notices, certifications, approvals, or other communications (a "Notice") required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (d) five business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this **Section 11.01**.

To the City:

City of Dripping Springs, Texas
P.O. Box 384
Dripping Springs, TX 78620
Attn: City Administrator
FAX: 512-858-5646

To the District:

Springhollow Municipal Utility District
~~c/o: Armbrust & Brown, LLP~~
100 Congress Avenue, Suite 1300
Austin, Texas 78701
~~FAX: 512-435-2360~~

*c/o Vacek, Kiecke & Currier, LLP
1005 Congress Ave., Suite 950
Austin, Texas 78701
FAX: (512) 472-5124*

To Owner:

Bill R. Hall, Trustee of the Ben L. Parten, Jr. Trust and the Martha J. Parten Trust
c/o Gary I. Currier
Vacek, Kiecke & Currier, L.L.P.
1005 Congress Ave., Ste. 950
Austin, Texas 78701
FAX: 512-472-5124

With copy to:

~~Hanna/Magee L.P.#1
1101 North Lamar Blvd.~~

Austin, Texas 78703
 FAX: 512-481-0333

11.02 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

11.03 City Consent and Approval. In any provision of this Agreement that provides for the consent or approval of the City staff or City Council, such consent or approval is not effective unless provided in writing, and may be withheld or conditioned by the staff or City Council at its sole discretion, except as provided in **Section 4.01, and 5.05.**

11.04 Governing Law and Venue. **THIS AGREEMENT MUST BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AS THEY APPLY TO CONTRACTS PERFORMED WITHIN THE STATE OF TEXAS AND WITHOUT REGARD TO ANY CHOICE OF LAW RULES OR PRINCIPLES TO THE CONTRARY. THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS PERFORMABLE IN HAYS COUNTY, TEXAS AND HEREBY SUBMIT TO THE JURISDICTION OF THE COURTS OF HAYS COUNTY, TEXAS, AND HEREBY AGREE THAT ANY SUCH COURTS SHALL BE A PROPER FORUM FOR THE DETERMINATION OF ANY DISPUTE ARISING HEREUNDER.**

11.05 Authority to Execute. Owner warrants that the execution of this Agreement is duly authorized in conformity with the terms of the Martha J. Parten Trust created under the Last Will and Testament of Martha J. Parten dated January 6, 1999, and of the Ben L. Parten, Jr. Trust created under the Last Will and Testament of Ben L. Parten, Jr. dated January 6, 1999, such Wills being duly admitted to probate as evidenced by the Orders attached hereto as **Exhibit D.** Owner warrants that no court has entered any order or judgment superseding such Orders, no other Wills or Codicils of either Martha J. Parten or Ben L. Parten, Jr. has been admitted to probate in any court. Owner warrants that he is the current serving Trustee of the Martha J. Parten Trust and the Ben L. Parten, Jr. Trust and that there are no legal proceedings pending seeking his removal as such. The District warrants that this Agreement has been approved by the Board in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Board has been authorized to do so.

11.06 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

11.07 Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for the City or the District to perform its obligations under this Agreement, the Parties will

cooperate to amend the Agreement in such a manner that is most consistent with the original intent of the Agreement as legally possible.

11.08 Additional Documents and Acts. Owner and District agree that, at any time after execution of this Agreement, they will, upon the request of the City, execute and/or exchange any other documents reasonably necessary to effectuate the terms of this Agreement and perform any further acts or things as the City may reasonably request to effectuate the terms of this Agreement.

11.09 Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the Agreement.

11.10 Assignment.

(a) Neither the District nor the Owner, except in compliance with **Section 11.10(b)** below, may assign this Agreement without the written consent of the City.

(b) Owner has the right, from time to time, to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to the District (after the District Confirmation Date) and to any person or entity (an "Assignee") without the consent of the City, provided that the following conditions are satisfied: (1) if not the District, Assignee is a successor owner of all or any part of the Land or is a lender to a successor owner of all or any part of the Land; (2) if not the District, Assignee has a contractual right to be reimbursed for water, sewer, or drainage improvements from District Bonds (or has a lien or other security interest in such reimbursements); (3) the assignment is in writing executed by Owner and Assignee in the form of assignment attached as **Exhibit E**; (4) Assignee expressly assumes in the assignment any assigned obligations and expressly agrees in the assignment to observe, perform, and be bound by this Agreement to the extent this Agreement relates to the obligations, rights, titles, or interests assigned; and (5) a copy of the executed assignment is provided to all Parties within 15 days after execution. Provided the foregoing conditions are satisfied, from and after the date the assignment is executed by Owner and Assignee, the City agrees to look solely to Assignee for the performance of all obligations assigned to Assignee and agrees that Owner shall be released from performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain written records of all assignments made by Owner (including, for each Assignee, the Notice information required by this Agreement, and including a copy of each executed assignment) and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity. It is specifically intended that this Agreement, and all terms, conditions and covenants herein, shall survive a transfer, conveyance, or assignment occasioned by the exercise of foreclosure of lien rights by a creditor or a Party, whether judicial or non-judicial. This Agreement shall be binding upon and insure to the benefit of the Parties and their respective successors and Assignees. Notwithstanding the foregoing, however, Owner shall not have the right to assign this Agreement, or any right, title, or interest of Owner under this Agreement to any Assignee ~~other than Jay Hanna, Blake Magee, Hanna/Magee L.P.#1, a Texas limited partnership, or an entity in which Jay Hanna, Blake Magee and/or Hanna/Magee L.P.#1 are the majority interest owner(s) (the "Approved Assignees")~~ until the District has become a Party unless such assignment is approved by the City. Owner may assign this Agreement and its rights and obligations hereunder to one or more of the Approved Assignees without the City's consent, but with compliance with provisions (1) through (5) above.

11.11 Current Laws. All references in this Agreement to a City ordinance or other state or local law shall refer to the law then in effect (as it may be amended from time to time after the Effective Date), at the time of the action or requirement of this Agreement to which it applies.

11.12 Amendment. This Agreement may be amended only with the written consent of all Parties and with approval of the governing bodies of the City and the District; provided, however, that, after the District Creation Date, this Agreement may be amended by written consent of the City and the District acting alone, provided that such amendment does not affect the rights or obligations of Owner under this Agreement.

11.13 Interpretation. The Parties acknowledge that each Party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto. As used in this Agreement, the term "including" means "including, without limitation," and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

11.14 No Third Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the City, the District nor Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the City, the District and Owner.

11.15 Reimbursement for City's Professional Fees. Owner will reimburse the City for reasonable attorneys fees incurred by the City in connection with negotiation and preparation of this Agreement and any other documents executed by Owner, the District, and the City in connection with the Land. Owner's obligation is limited to the actual, out-of-pocket costs and expenses paid to or owed to third-parties for services rendered prior to the approval of this Agreement by the City Council. Owner shall reimburse the City for such fees within thirty (30) days after this Agreement has been executed by the City and Owner, and the City has delivered to Owner an invoice for such fees.

11.16 Authority and Vesting of Rights. This Agreement is entered into, in part, under the statutory authority of Section 212.172, *Texas Local Government Code* which authorizes the City to make written contracts with the owners of land relating to guaranteeing the extraterritorial status of and providing for the future annexation of land, providing for infrastructure for the land, and establishing other lawful terms and considerations that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities. The City acknowledges that the Owner has the vested right to develop the Land in accordance with this Agreement, with any future agreements entered into by the Owner and the City (subject to any limitations contained in Chapter 245, *Texas Local Government Code*), and all City ordinances in effect on the date of this Agreement, unless modified by such this Agreement or such future agreements. Unless a preliminary plat for the development of the Land is approved within eighteen (18) months of the date of this Agreement, this **Section 11.16** shall be void and of no further force and effect.

11.17 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A	Legal Description of the Land
Exhibit B	Map of the Land
Exhibit C	Water and Sewer Utility Specifications
Exhibit D	Probate Court Orders
Exhibit E	Assignment and Assumption Agreement

11.18 Conspicuous Provisions. The City, the District, and Owner acknowledge that the provisions of this Agreement set out in **bold, CAPITALS** (or any combination thereof) satisfy the requirements for the express negligence rule and/or are conspicuous.

11.19 Governmental Powers: Waiver of Immunity. By execution of this Agreement, neither the City nor the District waives or surrenders any of its powers, immunities or rights, except as specifically waived pursuant to this **Section 11.19**. The City and the District each waives its governmental immunity from suit and liability only as to any action brought by the other, to pursue the remedies available under this Agreement, and only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the City or the District has with respect to the suits against each of them by persons or entities not a party to this Agreement.

11.20 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

ATTEST:

Amanda Craig
Amanda Craig, City Secretary

CITY OF DRIPPING SPRINGS

By: Todd Purcell
Mayor Todd Purcell

Date: December 18, 2007

APPROVED AS TO FORM AND
LEGALITY:

Bruce H. Zachor
City Attorney

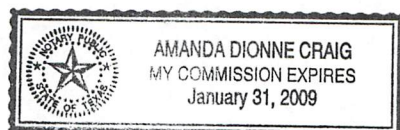
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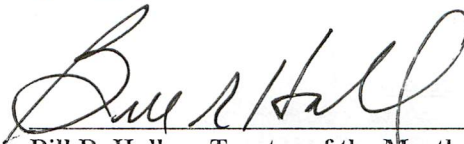
COUNTY OF HAYS

This instrument was acknowledged before me, on the 18 day of December, 2007 by Todd Purcell, Mayor of the City of Dripping Springs, Texas on behalf of said city.

Amanda Craig
Notary Public, State of Texas
Printed Name: Amanda Craig
My Commission Expires: Jan 31, 2009



OWNER:

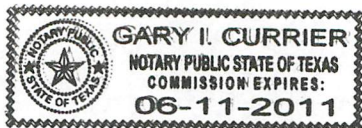


Bill R. Hall, as Trustee of the Martha J. Parten Trust
created under the Will of Martha J. Parten, and as
Trustee of the Ben L. Parten, Jr. Trust created under
the Will of Ben L. Parten Jr.

Date: 1/11/2008

STATE OF TEXAS §
 §
COUNTY OF MILAM §

This instrument was acknowledged before me by Bill R. Hall, as Trustee of the Martha J. Parten Trust created under the Will of Martha J. Parten, and as Trustee of the Ben L. Parten, Jr. Trust created under the Will of Ben L. Parten, Jr., on this, the 11th day of January, 2008.




Notary Public, State of Texas
Printed Name: GARY I. CURRIER
My Commission Expires: 6/11/2011

[SEAL]

Pursuant to Article IV hereof and following the District Confirmation Date, the District has executed the Agreement.

**SPRINGHOLLOW MUNICIPAL UTILITY
DISTRICT**

By: _____

Printed Name: _____

President, Board of Directors

Date: _____

[SEAL]

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me, on the ____ day of _____, 200__ by _____, President, Board of Directors of Springhollow Municipal Utility District, on behalf of said district.

Notary Public, State of Texas

Printed Name: _____

My Commission Expires: _____

[SEAL]

EXHIBIT A

Being 541.003 acres, more or less, of land out of the Seaborn J. Whatley Survey, Abstract No. 18 and the Lamar Moore Survey, Abstract No. 323, Hays County, Texas, and being a 476.834 acre tract shown on Exhibit A-1, a 11.686 acre tract shown on Exhibit A-2, a 45.961 acre tract shown on Exhibit A-3 and a 6.522 acre tract shown on Exhibit A-4.

In Re: 461.825 Acres
 Being all of the residue of a called
 476.834 Acre tract
 Lamar Moore Survey
 Abstract No. 323
 Seaborn J. Whatley Survey
 Abstract No. 18
 Hays County, Texas



All that certain tract or parcel of land situated in Hays County, Texas, being out of the Lamar Moore Survey, Abstract No. 323, Seaborn J. Whatley Survey, Abstract No. 18, being all of Lots 1-17, Block E of the Oakridge Park, Section 1, At Kinnicnik recorded in Volume 182, Page 004 of the Deed Records of Hays County, Texas, all of Lots 1-5, Block F, All of Lots 2-6, Block G of Oakridge Park, Section 2 at Kinnicnik and Resubdivision of a Portion of Oakridge Park Section 1, at Kinnicnik recorded in Volume 189, Page 441 of the Deed Records of Hays County, Texas, all of Lot 4, Block K, and all of Lots 1-3, Block M of the Oakridge Park, Section 3, At Kinnicnik recorded in Volume 192, Page 392 of the Deed Records of Hays County, Texas and all of Lots 1-4 of Oakridge Park, Section 4 at Kinnicnik recorded in Volume 1, Page 005 of the Plat Records of Hays County, Texas, all of which being contained within all of the residue of a called 476.834 Acre tract (Parcel 1) (Undivided $\frac{1}{2}$ Interest) conveyed from Bill R. Hall, Independent Executor of the Estate of Martha J. Parten, Deceased to Bill R. Hall, Trustee of the Martha J. Parten Trust by deed dated March 11, 2003 recorded in Volume 2175, Page 669 of the Official Records of Hays County, Texas and all of the residue of a called 476.834 Acre tract (Parcel 1) (Undivided $\frac{1}{2}$ Interest) conveyed from Bill R. Hall, Independent Executor of the Estate of Ben L. Parten, Jr. to Bill R. Hall, Trustee of the B. L. Parten, Jr. Trust by deed dated March 11, 2003 recorded in Volume 2175, Page 683 of the said Official Records of Hays County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a found 1/2" iron rod on the common line between the said Moore Survey and the James B. Pier Survey, A-362, at an interior ell-corner of a called 117.74 Acre tract conveyed to Pulte Homes of Texas, LP in Volume 2684, Page 084, for the common northwest corner of the said 476.834 Acre residue tract and of this tract;

THENCE along the common line between the said 476.834 Acre residue tract and the said 117.74 Acre tract, a called 38.50 Acre tract (Tract 2) conveyed to Linda A. Fluke in Volume 317, Page 167, the residue of a called 210.23 Acre tract conveyed to Thomas J. Wissemann DBA Wise Enterprises in Volume 1041, Page 376 and Lot 18 of the Whispering Oaks Subdivision – Phase II respectively for the following courses and distances:

N 87°37'59" E - 2882.77 feet to a found 1/2" iron rod on the west line of the said 210.32 Acre residue tract, the southeast corner of the said 38.50 Acre tract, for an exterior ell corner of this tract;
 S 01°52'51" E - 197.53 feet to a found 5/8" iron rod at the southwest corner of the said 210.23 Acre Residue Tract, for an interior ell corner of this tract;
 N 87°26'31" E - 1807.17 feet to a found 3/4" iron pipe at the northwest corner of a 10.21 Acre tract conveyed to Wayne Hardin, et ux in Volume 300, Page 580, for the common northeast corner of the said 476.834 Acre residue tract and of this tract;

THENCE along the common line between the said 476.834 Acre residue tract, the east line of the said Block E (Lots 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3 and 2 respectively) of the said Oakridge Park Section 1 and the said 10.21 Acre tract and the west Right-of-Way line of a public roadway dedicated by plat of the said Oakridge Park, Section 1, at Kinnicnik and the west Right-of-Way line of Kinnicnik Loop (County Road), respectively for the following courses and distances:

S 03°01'25" E - 730.94 feet to a set 5/8" iron rod at the northeast corner of the said Lot 17, Block E, for an interior ell corner of this tract;
 S 03°02'35" E - 2403.51 feet to a found 3/4" iron pipe for an exterior ell corner of this tract;
 S 02°56'02" E - 650.74 feet to a found 3/4" iron pipe at the intersection of the said Kinnicnik Loop and a Public Roadway (Not Open) Dedicated by the plat of the said Oakridge Park, Section 1 at Kinnicnik, at the common southeast corner of the said Lot 2 and Block E, for the most northerly southeast corner of this tract;

THENCE along the common line between the said 476.834 Acre residue tract and the said Public Roadway of the said Oakridge Park, Section 1 for the following courses and distances:

N 23°02'02" W - 167.43 feet to a point for an exterior ell corner of this tract;
 Along the arc of a curve to the right having a delta angle of 13°35'00", an arc distance of 110.27 feet, a radius of 465.13 feet, and a chord of N 16°14'32" W - 110.01 feet to a point for an exterior ell corner of this tract;
 N 09°27'02" W - 167.34 feet to a point for an interior ell corner of this tract;
 Along the arc of a curve to the left having a delta angle of 34°26'00", an arc distance of 120.38 feet, a radius of 200.30 feet, and a chord of N 26°40'02" W - 118.57 feet to a point for an interior ell corner of this tract;
 N 43°53'02" W - 133.87 feet to a point for an interior ell corner of this tract;
 Along the arc of a curve to the left having a delta angle of 22°48'00", an arc distance of 90.78 feet, a radius of 228.13 feet, and a chord of N 55°17'02" W - 90.18 feet to a point for an interior ell corner of this tract;
 N 66°41'02" W - 105.21 feet to a point for an interior ell corner of this tract;
 Along the arc of a curve to the left having a delta angle of 30°35'04", an arc distance of 163.91 feet, a radius of 307.06 feet, and a chord of N 81°58'02" W - 161.97 feet to a point for an interior ell corner of this tract;
 Along the arc of a curve to the left having a delta angle of 42°11'07", an arc distance of 185.49 feet, a radius of 251.93 feet, and a chord of S 61°38'31" W - 181.33 feet to a point for an interior ell corner of this tract;
 S 40°32'58" W - 73.93 feet to a point for an exterior ell corner of this tract;
 Along the arc of a curve to the right having a delta angle of 38°13'59", an arc distance of 130.51 feet, a radius of 195.58 feet, and a chord of S 59°39'58" W - 128.10 feet to a point for an exterior ell corner of this tract;
 Along the arc of a curve to the right having a delta angle of 34°06'00", an arc distance of 70.19 feet, a radius of 117.93 feet, and a chord of N 84°10'02" W - 69.16 feet to a point for an exterior ell corner of this tract;
 N 67°07'02" W - 83.65 feet to a set 5/8" iron rod for an exterior ell corner of this tract;
 S 56°38'36" W - 60.63 feet to a set 5/8" iron rod at the southeast corner of the said Lot 4, Block G, the northeast corner of the said Lot 3, Block G, for an interior ell corner of this tract;
 S 14°38'02" E - 444.08 feet to a found 1/2" iron pipe at the southeast corner of the said Lot 2, Block G, the northeast corner of Lot 1, Block G of the said Oakridge Park, Section 1, At Kinnicik, for an exterior ell corner of this tract;

THENCE S 75°20'10" W - 225.19 feet along the common line between the said 476.834 Acre residue tract (Lot 2, Block G) and the said Lot 1, Block G to a found 1/2" iron pipe at the southwest corner of the said Lot 2, Block G, northwest corner of the said Lot 1, Block G, for an interior ell corner of this tract;

THENCE along the common line between the said 476.834 Acre residue tract and the said Lot 1, Block G and the said Lots 1-3, Block K of the said Oakridge Park, Section 3, at Kinnicik respectively for the following courses and distances:

S 15°14'29" E - 639.66 feet to a found 1/2" iron pipe for an exterior ell corner of this tract;
 S 01°29'41" W - 155.22 feet to a found 3/4" iron pipe at the southwest corner of the said Lot 3, Block K, at the northwest corner of the said Lot 4, Block K, for an interior ell corner of this tract;

THENCE S 85°17'22" E - 215.82 feet along the common line between the said Lot 3, Block K and the said 476.834 Acre tract (Lot 4, Block K) to a found 1/2" iron pipe on the west line of the said Public Roadway, at the southeast corner of the said Lot 3, Block K, the northeast corner of the said Lot 4, Block K, for an exterior ell corner of this tract;

THENCE along the common line between the said Public Roadway and the said Lot 4, Block K, the said 476.834 Acre tract and the said Lots 1-3, Block M of the said Oakridge Park, Section 3, at Kinnicik respectively for the following courses and distances:

S 01°42'21" E - 126.85 feet to a set 5/8" iron rod for an exterior ell corner of this tract;
 S 32°47'27" W - 50.16 feet to a set 5/8" iron rod for an interior ell corner of this tract;
 S 54°39'52" E - 280.08 feet to a point for an interior ell corner of this tract
 S 55°04'51" E - 350.21 feet to a found 1" iron pipe for an exterior ell corner of this tract;

S 35°09'04" E - 35.77 feet to a found "X" cut in concrete on the north Right-of-Way line of F.M. Highway No. 1826, at the southeast corner of the said Lot 3, Block M, for the most southerly southeast corner of this tract;

THENCE S 58°11'07" W - 478.47 feet along the common line between the said F.M. Highway 1826 and the said 476.834 Acre residue tract to a set 5/8" iron rod at the southeast corner of a Public Roadway dedicated by Plat of the said Oakridge Park, Section 4 at Kinnicini, for an exterior ell corner of this tract;

THENCE along the common line between the said 476.834 Acre residue tract and the said Public Roadway for the following courses and distances:

N 42°29'22" W - 309.43 feet to a found 1/2" iron pipe for an interior ell corner of this tract;
 S 56°06'32" W - 60.68 feet to a found 1/2" iron pipe for an interior ell corner of this tract;
 S 42°29'22" E - 307.20 feet to a set 5/8" iron rod on the said north Right-of-Way line of F.M. Highway 1826, at the southwest corner of the said Public Roadway, for an exterior ell corner of this tract;

THENCE S 68°26'57" W - 187.65 feet continuing along the said common line between F.M. Highway 1826 and the said 476.834 Acre residue tract to a set 5/8" iron rod at the intersection of the east line of the Driftwood Firehouse Subdivision recorded in Volume 11, Page 46 of the said Plat Records of Hays County, Texas conveyed to the Driftwood Volunteer Fire Department in Volume 2192, Page 757 and the said north Right-of-Way line of F.M. Highway No. 1826, for an exterior ell corner of this tract;

THENCE entering the said 476.834 Acre residue tract, along the east, north and west lines of the said Driftwood Firehouse Subdivision respectively for the following courses and distances:

N 08°10'51" W - 225.06 feet to a found 5/8" iron rod for an interior ell corner of this tract;
 S 81°53'09" W - 330.28 feet to a found 5/8" iron rod for an interior ell corner of this tract;
 S 04°17'06" W - 305.81 feet to a found 8" cedar fence corner post at the intersection of the said west line of the Driftwood Firehouse Subdivision and the said north Right-of-Way line of F.M. Highway 1826, for an exterior ell corner of this tract;

THENCE along the common line between the said 476.834 Acre tract and the said F.M. Highway 1826 for the following courses and distances:

S 81°55'36" W - 7.47 feet to a found 5/8" iron rod for an interior ell corner of this tract;
 Along the arc of a curve to the left having a delta angle of 21°55'00", an arc distance of 563.22 feet, a radius of 1472.40 feet, and a chord of S 70°58'07" W - 559.79 feet to a set 5/8" iron rod for an interior ell corner of this tract;
 S 59°59'47" W - 4.20 feet to a set 5/8" iron rod on the east Right-of-Way line of Green Hills Loop (County Road), for the common most easterly southwest corner of the said 476.834 Acre residue tract and of this tract;

THENCE N 12°49'23" W - 209.45 feet along the west line of the said 476.834 Acre residue tract, crossing the said Green Hills Loop to a set 5/8" iron rod for an exterior ell corner of this tract;

THENCE N 09°21'14" W - 235.00 feet continuing along the said west line of the said 476.834 Acre residue tract, re-crossing the said Green Hills Loop to a set 5/8" iron rod on the fenced north Right-of-Way line of Green hills Loop, for an interior ell corner of this tract;

THENCE N 61°53'23" W - 70.66 feet along the common line between the said 476.834 Acre residue tract and the said Green Hills Loop to a set 5/8" iron rod at the southeast corner of the said 60.3 Acre tract conveyed to Harold Gene Patterson in Volume 261, Page 010, for an exterior ell corner of this tract;

THENCE along the common line between the said 476.834 Acre residue tract and the said 60.3 Acre tract for the following courses and distances:

N 24°54'08" W - 1527.81 feet to a found 5/8" iron rod for an interior ell corner of this tract;
 S 68°47'57" W - 2093.81 feet to a found 3/4" iron pipe at the southeast corner of Fieldstone (Subdivision) as shown in Volume 2, Page 213 of the said Plat Records for the common most westerly southwest corner of the said 476.834 Acre tract and of this tract;

THENCE along the common line between the said 476.834 Acre residue tract and the said Fieldstone for the following courses and distances:

N 38°04'03" E - 256.98 feet to a found 3/4" iron pipe for an interior ell corner of this tract;

N 01°23'42" W - 2425.63 feet to a found 1" iron pipe for an interior ell corner of this tract;

N 69°17'14" W - 313.03 feet to a set 5/8" iron rod on the common line between the said Moore Survey and the Fanny D. Darden Survey, A-664, for an exterior ell corner of this tract;

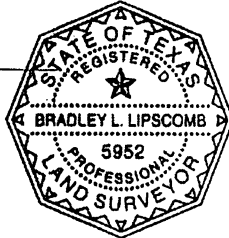
THENCE N 2°09'00" W - 1906.25 feet along the common line between the said Moore Survey and the said Darden and Pier Surveys respectively, the common line between the said 476.834 Acre residue tract and the said Fieldstone and the said 117.74 Acre tract to the **POINT OF BEGINNING** containing within these metes and bounds 461.825 Acres of land of which 0.255 Acres lies within the said Green Hills Loop.

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 3rd day of July, 2007.


Bradley L. Lipscomb RPLS



In Re: 11.686 Acres
 Being all of a 11.686 Acre tract
 Lamar Moore Survey
 Abstract No. 323
 Seaborn J. Whatley Survey
 Abstract No. 18
 Hays County, Texas



All that certain tract or parcel of land situated in Hays County, Texas, being out of the Lamar Moore Survey, Abstract No. 323, Seaborn J. Whatley Survey, Abstract No. 18, being all of Lots 1-9, Block H of Oakridge Park, Section 2, at Kinnicnik and Resubdivision of a Portion of Oakridge Park, Section 1, at Kinnicnik recorded in Volume 189, Page 441 of the Deed Records of Hays County, Texas, all of which being contained within an 11.686 Acre tract (Parcel 2) (Undivided ½ Interest) conveyed from Bill R. Hall, Independent Executor of the Estate of Martha J. Parten, Deceased to Bill R. Hall, Trustee of the Martha J. Parten Trust by deed dated March 11, 2003 recorded in Volume 2175, Page 669 of the Official Records of Hays County, Texas and all of an 11.686 Acre tract (Parcel 2) (Undivided ½ Interest) conveyed from Bill R. Hall, Independent Executor of the Estate of Ben L. Parten, Jr. to Bill R. Hall, Trustee of the B. L. Parten, Jr. Trust by deed dated March 11, 2003 recorded in Volume 2175, Page 683 of the said Official Records of Hays County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a found 3/4" iron pipe at an interior ell corner of a Public Roadway dedicated by the said plat, at the common northwest corner of the said Lot 5, the said Block H, the said 11.686 Acre tract and of this tract;

THENCE along the common line between the said Public Roadway and the said Block H, the said 11.686 Acre tract for the following courses and distances:

S 67°07'02" E - 34.33 feet to a point for an interior ell corner of this tract;

Along the arc of a curve to the left having a delta angle of 34°06'00", an arc distance of 105.90 feet, a radius of 177.93 feet, and a chord of S 84°10'02" E - 104.34 feet to a point for an interior ell corner of this tract;

Along the arc of a curve to the left having a delta angle of 38°13'59", an arc distance of 170.55 feet, a radius of 255.58 feet, and a chord of N 59°39'58" E - 167.40 feet to a point for an interior ell corner of this tract;

N 40°32'58" E - 73.93 feet to a point for an exterior ell corner of this tract;

Along the arc of a curve to the right having a delta angle of 42°11'00", an arc distance of 141.31 feet, a radius of 191.93 feet, and a chord of N 61°38'28" E - 138.14 feet to a point for an exterior ell corner of this tract;

Along the arc of a curve to the right having a delta angle of 30°35'04", an arc distance of 131.88 feet, a radius of 247.06 feet, and a chord of S 81°58'02" E - 130.32 feet to a point for an exterior ell corner of this tract;

S 66°41'02" E - 105.22 feet to a point for an exterior ell corner of this tract;

Along the arc of a curve to the right having a delta angle of 22°48'00", an arc distance of 66.90 feet, a radius of 168.13 feet, and a chord of S 55°17'02" E - 66.46 feet to a point for an exterior ell corner of this tract;

S 43°53'02" E - 133.87 feet to a point for an exterior ell corner of this tract;

Along the arc of a curve to the right having a delta angle of 34°26'00", an arc distance of 84.32 feet, a radius of 140.30 feet, and a chord of S 26°40'02" E - 83.05 feet to a point for an exterior ell corner of this tract;

S 9°27'02" E - 167.34 feet to a point for an interior ell corner of this tract;

Along the arc of a curve to the left having a delta angle of 13°35'00", an arc distance of 124.49 feet, a radius of 525.13 feet, and a chord of S 16°14'32" E - 124.20 feet to a point for an interior ell corner of this tract;

S 23°02'02" E - 331.39 feet to a found 1/2" iron pipe at the intersection of the south Right-of-Way line of the said Public Roadway and the west Right-of-Way line of Kinnicnik Loop (County Road), for the common northeast corner of the said Lot 9, Block H, the said 11.686 Acre tract and of this tract;

THENCE S 02°56'02" E - 331.45 feet along the common line between the said Lots 9 and 1 respectively, the said Block H, the said 11.686 Acre tract and the said Kinnicnik Loop to a found 1/2" iron pipe at the intersection of the said west Right-of-Way line of Kinnicnik Loop and the

north Right-of-Way line of a Public Roadway dedicated by the said plat, for the common southeast corner of the said Lot 1, Block H, the said 11.686 Acre tract and of this tract;

THENCE along the common line between the said Public Roadway and the said Lots 1-4 respectively, the said Block H, the said 11.686 Acre tract for the following courses and distances:

N 46°21'02" W - 250.22 feet to a point for an interior ell corner of this tract;

N 75°09'02" W - 100.36 feet to a point for an exterior ell corner of this tract;

Along the arc of a curve to the right having a delta angle of 62°56'00", an arc distance of 46.55 feet, a radius of 42.38 feet, and a chord of N 43°41'02" W - 44.24 feet to a point for an exterior ell corner of this tract;

N 12°13'02" W - 129.50 feet to a point for an interior ell corner of this tract;

N 24°16'02" W - 188.93 feet to a point for an interior ell corner of this tract;

Along the arc of a curve to the left having a delta angle of 26°58'17", an arc distance of 184.20 feet, a radius of 391.30 feet, and a chord of N 37°46'04" W - 182.50 feet to a point for an interior ell corner of this tract;

Along the arc of a curve to the left having a delta angle of 56°18'00", an arc distance of 180.62 feet, a radius of 183.81 feet, and a chord of N 79°23'02" W - 173.44 feet to a point for an interior ell corner of this tract;

S 72°27'58" W - 173.49 feet to a point for an exterior ell corner of this tract;

N 88°23'02" W - 116.10 feet to a found 1/2" iron pipe at the intersection of the said north Right-of-Way line of the said Public Roadway and the east Right-of-Way line of the above said Public Roadway, for the common southwest corner of the said Lot 4, Block H, the said 11.686 Acre tract and of this tract;

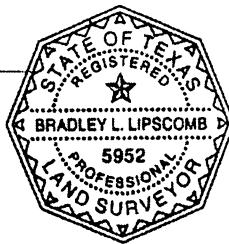
THENCE N 14°38'02" W - 361.60 feet along the common line between the said Lots 4 and 5 respectively, the said Block H, the said 11.686 Acre tract and the said Public Roadway to the POINT OF BEGINNING containing within these metes and bounds 11.686 Acres of land.

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 3rd day of July, 2007.

Bradley L. Lipscomb RPLS



In Re: 45.961 Acres
 Being all of a 45.961 Acre tract
 Lamar Moore Survey
 Abstract No. 323
 Hays County, Texas



All that certain tract or parcel of land situated in Hays County, Texas, being out of the Lamar Moore Survey, Abstract No. 323, being all of Lots 1 and 2 Block D of Oakridge Park, Section 1, at Kinnicini recorded in Volume 182, Page 004 of the Deed Records of Hays County, Texas and being all of Lots 3A, 4A, 4B, 5A, 5B, 6A, 6B, 7, 8, 9, & 10, Block D of Oakridge Park, Section 2, At Kinnicini and Resubdivision of a Portion of Oakridge Park, Section 1, at Kinnicini recorded in Volume 189, Page 441 of the Deed Records of Hays County, Texas, all of which being contained within a 45.961 Acre tract (Parcel 3) (Undivided ½ Interest) conveyed from Bill R. Hall, Independent Executor of the Estate of Martha J. Parten, Deceased to Bill R. Hall, Trustee of the Martha J. Parten Trust by deed dated March 11, 2003 recorded in Volume 2175, Page 669 of the Official Records of Hays County, Texas and all of an 45.961 Acre tract (Parcel 3) (Undivided ½ Interest) conveyed from Bill R. Hall, Independent Executor of the Estate of Ben L. Parten, Jr. to Bill R. Hall, Trustee of the B. L. Parten, Jr. Trust by deed dated March 11, 2003 recorded in Volume 2175, Page 683 of the said Official Records of Hays County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a found 1/2" iron rod on the south line of a called 10.21 Acre tract conveyed to Wayne Hardin, et ux in Volume 300, Page 580, at the northeast corner of a public roadway dedicated by plat of the said Oakridge Park, Section 1 at Kinnicini, for the northwest corner of this tract;

THENCE along the common line between the said 45.961 Acre tract and the said 10.21 Acre tract and Lot 14 of the Whispering Oaks Subdivision – Phase II for the following courses and distances:

N 86°58'59" E - 789.61 feet to a found 3/4" iron pipe for an exterior ell corner of this tract;
 S 03°01'01" E - 60.00 feet to a found 60D nail in the top of a fence corner post on the north line of the said Lot 10, for an interior ell corner of this tract;

N 86°58'59" E - 186.26 feet to a found 1/2" iron rod at the northwest corner of Lot 13 of the said Whispering Oaks Subdivision – Phase II, for the common northeast corner of the said Lot 10, Block D, the said 45.961 Acre tract and of this tract;

THENCE S 02°02'10" E - 2412.14 feet along the common line between the said Lots 10, 9, 8, 7, 6B, 5B, 4B, 2, and 1 respectively, the said Block D (the said 45.961 Acre tract) and the said Lot 13 (Whispering Oaks Subdivision – Phase II), a called 23.055 Acre tract conveyed to Barbara N. Poth in Volume 913, Page 520 and Lots 8, 7, 6, 5, 4, and 3 respectively of the Fox Run Estates to a set 5/8" iron rod on the common line between the said Moore Survey and the Seaborn J. Whatley Survey, A-18, at the northeast corner of a Public Roadway dedicated by the said plat of Oakridge Park, Section 1, At Kinnicini, for the common southeast corner of the said Lot 1, Block D (the said 45.961 acre tract) and of this tract;

THENCE S 87°27'38" W - 278.69 feet along the common line between the said Moore and

Whatley Surveys, the common line between the said Lot 1, Block D (the said 45.961 Acre tract) and the said Public Roadway to a set 5/8" iron rod at the intersection of the north Right-of-Way line of the said Public Roadway and the east Right-of-Way line of another public Roadway dedicated by said Plat of Oakridge Park, Section 1, at Kinnicininik, at the northeast corner of the existing Right-of-Way of Kinnicininik Loop (County Road) at the southwest corner of the said Lot 1, for the common most southerly southwest corner of the said Block D, the said 45.961 Acre tract and of this tract;

THENCE along the common line between the said Lots 1, 2, a platted roadway (previously closed) and Lot 3A respectively, the said Block D, the said 45.961 Acre tract and the said Public Roadway for the following courses and distances:

N 02°01'31" W - 340.60 feet to a found 3/4" iron pipe at the northwest corner of the said Lot 1, the south corner of the said Lot 2, for an interior ell corner of this tract;

N 39°53'26" W - 255.83 feet to a set 5/8" iron rod at the southwest corner of the said Lot 2, the southeast corner of the said closed roadway, for an interior ell corner of this tract;

S 88°43'29" W - 60.78 feet to a found 3/4" iron pipe at the southwest corner of the said closed roadway, the southeast corner of the said Lot 3A, for an exterior ell corner of this tract;

N 89°42'14" W - 125.81 feet to a found 3/4" iron pipe for an interior ell corner of this tract;

S 86°25'24" W - 321.95 feet to a found 3/8" iron rod at the intersection of the north Right-of-Way line of the said Public Roadway and the east Right-of-Way line of a public roadway, at the southwest corner of the said Lot 3A, for the common most northerly southwest corner of the said Block D, the said 45.961 Acre tract and of this tract;

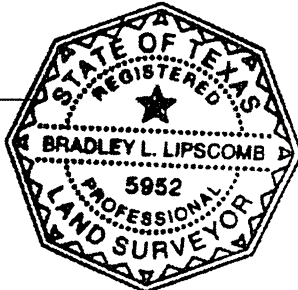
THENCE N 03°01'01" W - 1918.29 feet along the common line between the said Lots 3A, 4A, 5A, 6A, 7, 8, 9 and 10 respectively, the said Block D, the said 45.961 Acre tract and the said Public Roadway to the POINT OF BEGINNING containing within these metes and bound 45.961 Acres of land.

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 3rd day of July, 2007.

Bradley L. Lipscomb RPLS



In Re: 6.522 Acres
 Being all of a 6.522 Acre tract
 Seaborn J. Whatley Survey
 Abstract No. 18
 Hays County, Texas



All that certain tract or parcel of land situated in Hays County, Texas, being out of the Seaborn J. Whatley Survey, Abstract No. 18, being all of Lots 1, 2 and 3 Block A of Oakridge Park, Section 1, At Kinnicini recorded in Volume 182, Page 004 of the Deed Records of Hays County, Texas, all of which being contained within a 6.522 Acre tract (Parcel 4) (Undivided $\frac{1}{2}$ Interest) conveyed from Bill R. Hall, Independent Executor of the Estate of Martha J. Parten, Deceased to Bill R. Hall, Trustee of the Martha J. Parten Trust by deed dated March 11, 2003 recorded in Volume 2175, Page 669 of the Official Records of Hays County, Texas and all of a 6.522 Acre tract (Parcel 4) (Undivided $\frac{1}{2}$ Interest) conveyed from Bill R. Hall, Independent Executor of the Estate of Ben L. Parten, Jr. to Bill R. Hall, Trustee of the B. L. Parten, Jr. Trust by deed dated March 11, 2003 recorded in Volume 2175, Page 683 of the said Official Records of Hays County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a set 5/8" iron rod at the intersection of the south Right-of-Way line of a public roadway dedicated by the said plat and the east Right-of-Way line of Kinnicini Loop (County Road), for the common northwest corner of the said Lot 3, Block A, the said 6.522 Acre tract and of this tract;

THENCE N 87° 27'38" E - 278.70 feet along the common line between the said public roadway and the said Lot 3, Block A (the said 6.522 Acre tract) to a set 5/8" iron rod on the west line of Lot 3 of the Fox Run Estates, at the southeast corner of the said Public Roadway, for the common northeast corner of the said Lot 3, Block A, the 6.522 Acre tract and of this tract;

THENCE S 02° 02'10" E - 899.99 feet along the common line between the said Lots 3, 2 and 1 respectively of the Fox Run Estates and the said Lots 3, 2 and 1 respectively of the said Block A (the said 6.522 Acre tract) to a found 3/4" iron pipe on the north Right-of-Way line of F.M. Highway 1826, at the southwest corner of the said Lot 1 of the Fox Run Estates, for the common southeast corner of the said Lot 1, Block A, the 6.522 Acre tract and of this tract;

THENCE S 47° 11'37" W - 368.27 feet along the common line between the said F.M. Highway 1826 and the said Lot 1, Block A (the said 6.522 Acre tract) to a point at the most easterly southeast corner of the said Kinnicini Loop, for the common southwest corner of the said Lot 1, Block A, the 6.522 Acre tract and of this tract from which a found $\frac{1}{2}$ " iron rod for reference bears: N 47°11'37" E - 1.64 feet;

THENCE N 02° 01'31" W - 1138.04 feet along the common line between the said Lots 1-3, Block A (the said 6.522 Acre tract) respectively and the said Kinnicini Loop to the **POINT OF BEGINNING** containing within these metes and bounds 6.522 Acres of land.

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 3rd day of July, 2007.


 Bradley L. Lipscomb RPLS

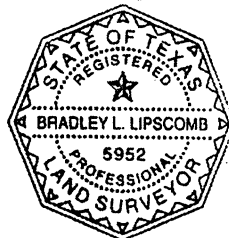


Exhibit B
[Map Showing the Land]

The following is a description of the land shown on the map:

The land is situated in the County of [County Name], State of [State Name]. It is bounded on the north by [Description of North Boundary], on the east by [Description of East Boundary], on the south by [Description of South Boundary], and on the west by [Description of West Boundary]. The land is approximately [Area] acres in size.

The land is currently used for [Current Use]. It is owned by [Owner Name].

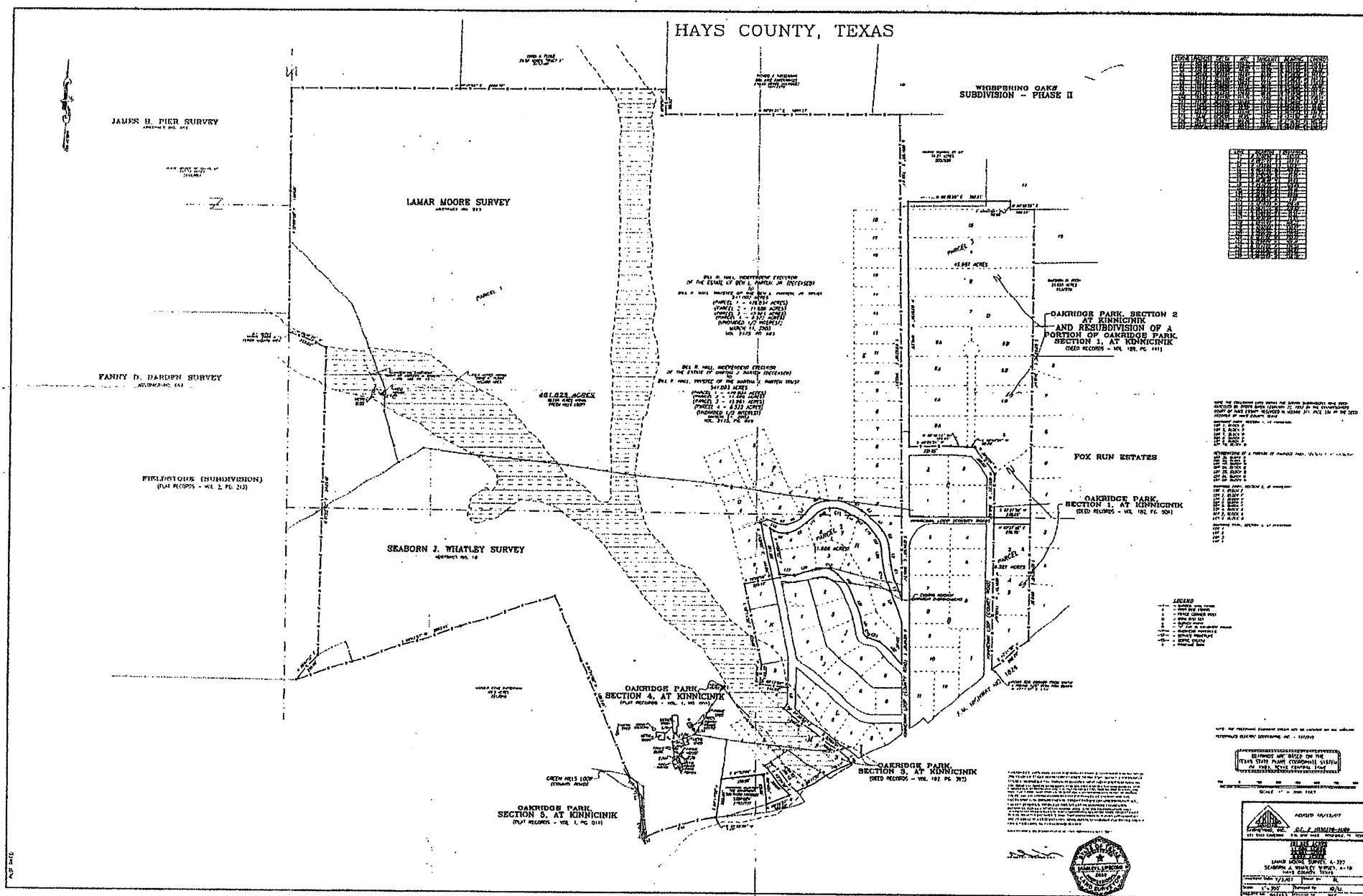


Exhibit C Wastewater Specifications

If the District seeks a TPDES permit application and constructs its own wastewater plant, it shall provide for disposal via subsurface irrigation, and contain proposed permit conditions that comply with all applicable TCEQ statutes that shall include Texas Administrative Code Chapters 210, 305, 307, 309, 312, 317 and 319. Among other requirements, the permit application shall include the following standards and specifications:

A. Effluent Limitations, Treatment and Storage

1. Effluent limitations shall be based on a daily average of 5 mg/l CBOD₅, 5 mg/l TSS, and a pH of not be less than 6.0 standard units nor greater than 9.0 standard units.
2. Treated effluent shall be applied to rangeland consisting of native grasses and trees. The permitted application rate shall be determined by the TCEQ and approved by the City.
3. Treated effluent shall be chlorinated in a chlorine contact chamber to a residual of 1.0 mg/l with a minimum detention time of 20 minutes based on peak flow. Effluent transferred to a holding pond or tank shall be re-chlorinated as needed prior to delivery into the irrigation system. A trace chlorine residual shall be maintained in the effluent at the point of irrigation application.
4. Any holding ponds or tanks shall be double-lined with a leak detection system. The permitted volume shall be determined by the TCEQ and approved by the City.
5. The permit application shall provide for a total average daily treatment capacity of up to that necessary to serve the un-served areas of the District, in one or more phases.

B. Siting, Operation and Management

1. The siting of any treatment, storage and disposal facilities shall meet the applicable site characteristics and location requirements of the TCEQ, as set forth in 30 Tex. Admin Code part 309.
2. The permit shall provide for an operations building to protect and secure maintenance supplies and equipment; computers and other essential record-keeping items; and pumps and plant machinery.
3. The plant will be required to have an automated "Supervisory Control and Data Acquisition ("SCADA") system to monitor flows, provide for automatic emergency shut down, to provide alarm notification for certain system conditions. and perform other operational and safety functions and data gathering.

C. Sludge Use, Disposal and Transportation

1. Sludge shall be used, disposed and transported in compliance with the applicable requirements of 30 TAC Chapter 312, regarding Sludge Use, Disposal and Transportation.

2. Sludge may be disposed at a TCEQ authorized land application site, or co-disposal landfill. In addition, subject to the applicable authorizations, sludge may be hauled by a registered transporter to City of Austin Wastewater Treatment Facility, Permit No. 10543-001 to be digested, dewatered and then disposed of with the bulk of the sludge from the plant accepting the sludge.
3. Onsite sludge disposal shall not be permitted.

Exhibit D
Probate Court Orders
[38 folowing pages]

Ilyse Lerner

From: fast@etitledocs.com on behalf of mmgonzales@firstam.com
Sent: Tuesday, July 31, 2007 2:20 PM
To: Ilyse Lerner
Cc: mmgonzales@firstam.com
Subject: Vesting Deeds (Email Ref=497457656)



Deed Chain.TIF (1
MB)

RE: GF# 1030378 copy of vesting deeds per your request.

File No.: 1030378 AU80

Buyer: Hanne/Magee L.P#1, a Texas limited partnership BY: Hanna/Magee GP #1, Inc. a Texas corporation, its general partner

Seller: Bill R. Hall, Trustee of the Ben L. Parten, Jr. Trust and the Martha J. Parten Trust

Property Address: 541 Acres on Highway 1826, TX

Michele Gonzales
Escrow Assistant
First American Title Insurance Company
Phone: 512-263-0542
Fax: 866-766-2816

This message contains confidential information intended only for the use of the intended recipient(s) and may contain information that is privileged. If you are not the intended recipient, or the person responsible for delivering it to the intended recipient, you are hereby notified that reading, disseminating, distributing or copying this message is strictly prohibited.

If you have received this message by mistake, please immediately notify us by replying to the message and delete the original message immediately thereafter.

DISTRIBUTION DEED

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

Bill R. Hall, Independent Executor of the Estate of Ben L. Parten, Jr., Deceased (the "Estate") owns an undivided one-half (1/2) interest in the land described in Paragraph (a) below. This undivided 1/2 interest is called in this Distribution Deed the "interest owned by the Estate."

The Independent Executor of the Estate is in the process of distributing the assets of the Estate pursuant to the Last Will and Testament of Ben L. Parten, Jr. which was admitted to probate in Cause No. 8855-P in the County Court of Hays County, Texas.

It is the intention of Bill R. Hall, Independent Executor of the Estate ("Grantor") to distribute the interest owned by the Estate to the Grantee named in this Distribution Deed.

NOW, THEREFORE, I, Bill R. Hall, Independent Executor of the Estate of Ben L. Parten, Jr., Deceased, of Travis County, Texas, have GIVEN, GRANTED and CONFIRMED, and by these presents do GIVE, GRANT, and CONFIRM, subject to the exceptions hereinafter made, unto Bill R. Hall, Trustee of the Ben L. Parten, Jr. Trust created under the Will of Ben L. Parten, Jr. (who together with his assigns are called "Grantee") the interest owned by the Estate in the following described property:

- (a) Land. The certain tract of land being 541.003 acres, more or less, located in Hays County, Texas, and more particularly described in Exhibit A ("Land"); together with
- (b) Rights and Appurtenances. The benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and any and all right, title and interest in and to adjacent roads, and rights-of-way (the "Rights and Appurtenances"); and together with
- (c) Improvements. Any improvements located on Land (the "Improvements").

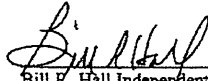
This conveyance is made and accepted, however, subject to the following:

- (a) All restrictive covenants, easements, liens, and interests outstanding in others relating to Land and shown of public record in the office of the County Clerk of Hays County, Texas, but only to the extent they remain in force and in effect.
- (b) All laws, ordinances and regulations relating to Land.
- (c) The liens for all governmental assessments and ad valorem taxes for the year 2003 and all subsequent years; the payment of which are hereby assumed by Grantee.
- (d) Grantor conveys Land and Grantee accepts the same "AS IS."

TO HAVE AND TO HOLD the above-described property, together with all and singular the right, improvements, rents and appurtenances thereunto in anywise belonging, subject to the exceptions hereinabove made, unto the Grantee, and to his assigns forever.

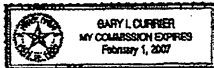
DATED this 11th day of March, 2003.

GRANTOR:


Bill R. Hall Independent Executor of the
Estate of Ben L. Parten, Jr., Deceased.

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 11th day of March, 2003, by Bill R. Hall, Independent Executor of the Estate of Ben L. Parten, Jr., Deceased.




NOTARY PUBLIC, State of Texas

GRANTEE'S ADDRESS:

308 Pintail
Taylor, Texas 76574

AFTER RECORDING RETURN TO:

Mueller, Vacek & Kiecke, L.L.P.
P.O. Box 1845
Austin, TX 78767

EXHIBIT A



In Re: Total - 541.003 Acres
(Parcel 1 - 476.834 Acres)
(Parcel 2 - 11.686 Acres)
(Parcel 3 - 45.961 Acres)
(Parcel 4 - 6.522 Acres)
Seaborn J. Whatley Survey, A-18
Lamar Moore Survey, A-323
Hays County, Texas

All that certain tract or parcel of land situated in Hays County, Texas and being part of the Seaborn J. Whatley Survey, Abstract No. 18 and the Lamar Moore Survey, Abstract No. 323 and being the residue of a 640.42 acre tract as conveyed from Ben L. Parten, Jr., Trustee to Ben Parten, Jr. et ux by Deed dated December 29, 1977 and being recorded in Volume 304, Page 854 of the Deed Records of said Hays County and being all of a 186.34 acre tract as conveyed from Thomas R. Sawyer to Ben L. Parten, Jr., et ux by Deed dated September 9, 1979 and being recorded in Volume 331, Page 396 of said Deed Records and also all of the following which are a part of the residue of above said 640.42 acre tract: Lots 1 thru 3, Block A, Lots 1, 2, 7 thru 10, Block D, Oakridge Park, Sec. 1, at Kinniciniik recorded in Volume 182, Page 4 of said Deed Records; Lots 3A thru 6B, Block D, Lots 1 thru 18, Block E, Lots 1 thru 6, Block F and Lots 2 thru 6, Block G, Oakridge Park, Sec. 2, at Kinniciniik and Resubdivision of Oakridge Park, Sec. 1, at Kinniciniik recorded in Volume 189, Page 441 of said Deed Records; Lot 4, Block K and Lots 1 thru 3, Block M, Oakridge Park, Sec. 3, at Kinniciniik recorded in Volume 192, Page 392 of said Deed Records and Lots 1 thru 4, Oakridge Park, Sec. 4, at Kinniciniik recorded in Volume 1, Page 5 of the Plat Records of said Hays County and also the closing of Streets as conveyed from the Commissioner's Court of Hays County, Texas, to Ben L. Parten, Jr., et ux by "Tracts 1 thru 3" (closing of Streets adjacent to property owned by Parten) by Deed dated February 22, 1982 and being recorded in Volume 371, Page 336 of said Deed Records and being more particularly described by metes and bounds as follows, to wit:

BASIS OF BEARINGS: East line of Oakridge Park, Sec. 1, at Kinniciniik being a plat bearing of S00°05'00"E.

PARCEL 1 - 476.834 ACRES

BEGINNING at an iron pin found at a fence corner post a common line between said Moore Survey and the James B. Pier Survey, Abstract No. 362 for an interior ell corner of the residue of a Norma Jean S. Cleveland and Thomas R. Sawyer 2039.21 acre tract (491/335) and for a common Northwest corner of said original 186.34 acre tract and of this tract;

THENCE with an occupied common line as fenced between said original 186.34 and 640.42 acre tracts, respectively and the residue of said Cleveland and Sawyer 2039.21 acre tract, the

- 1 -

residue of a Thomas J. Wissemann DBA Wise Enterprises 210.23 acre tract (1041/376), Tract 18 of Whispering Oaks - Phase II and a Wayne Hardin, et ux 10.21 acre tract (300/380), respectively, as follows:

N89°35'09"E - 2882.77 feet to an iron pin found at a fence corner post on the West line of the residue of said Wissemann 210.23 acre tract for the Northeast corner of said original 186.34 acre tract and for the most westerly Northeast corner of this tract;
S00°04'19"W - 197.53 feet to a an iron pin set at a 10" fence corner post for the Southwest corner of the residue of said Wissemann 210.23 acre tract, same being the Northwest corner of said original 640.42 acre tract and for an interior ell corner of this tract;
N89°23'41"E - 1807.17 feet to a 3/4" iron pipe found at a fence corner post for the Northwest corner of said Hardin 10.21 acre tract, same being the most westerly Northeast corner of said original 640.42 acre tract and for the most easterly Northeast corner of this tract;

THENCE S01°04'15"E, with an occupied common line as fenced between said original 640.42 acre tract and said Hardin 10.21 acre tract, at 670.94 feet passing an iron pin set for the Southwest corner of said 10.21 acre tract, same being the Northwest corner of a platted Street (Oakridge Park, Sec. 1), continuing with the West line of said Street and entering said 640.42 acre tract for division for a total distance of 730.94 feet to a point for the Northeast corner of Lot 16, Block E and for an interior ell corner of this tract;

THENCE a common line between the East line of said platted Street and said Lots 18 thru 2, Block E, respectively, as follows:

S01°05'25"E - 2403.51 feet to an iron pin found for the Southeast corner of said Lot 3, same being the Northeast corner of said Lot 2 and for an exterior ell corner of this tract;
S00°58'52"E - 650.74 feet to an iron pin set at the intersection with the North line of a platted Street (Oakridge Park, Sec. 2) for the Southeast corner of said Lot and for the most northerly Southeast corner of this tract;

THENCE a common line between the North line of said platted Street and said Lots 2, 3 and 1, Block E, respectively, as follows:

N21°04'52"W - 167.43 feet to a point for the point of curvature of a curve to the right and for an exterior ell corner of this tract;

- 2 -

With said curve to the right for an arc distance of 110.27 feet, said curve having a delta angle of $13^{\circ}35'00''$, a radius of 465.13 feet and a chord of $N14^{\circ}17'22''W$ - 110.01 feet to a point for the point of tangency of said curve and for an exterior ell corner of this tract;

$N07^{\circ}29'52''W$ - 167.34 feet to a point for the point of curvature of a curve to the left and for an interior ell corner of this tract;

With said curve to the left for an arc distance of 120.38 feet, said curve having a delta angle of $34^{\circ}26'00''$, a radius of 200.30 feet and a chord of $N24^{\circ}42'52''W$ - 118.57 feet to a point for the point of tangency of said curve and for an interior ell corner of this tract;

$N41^{\circ}55'52''W$ - 133.87 feet to a point for the point of curvature of a curve to the left and for an interior ell corner of this tract;

With said curve to the left for an arc distance of 90.78 feet, said curve having a delta angle of $22^{\circ}48'00''$, a radius of 228.13 feet and a chord of $N53^{\circ}19'52''W$ - 90.18 feet to a point for the point of tangency of said curve and for an interior ell corner of this tract;

$N64^{\circ}43'52''W$ - 105.21 feet to a point for the point of curvature of a curve to the left and for an interior ell corner of this tract;

With said curve to the left for an arc distance of 163.91 feet, said curve having a delta angle of $30^{\circ}35'04''$, a radius of 307.06 feet and a chord of $N80^{\circ}00'52''W$ - 161.97 feet to a point at the intersection with the East line of a closed Street (Tract 2 - 371/336) for the Southwest corner of said Lot 1 and for an interior ell corner of this tract;

THENCE $S77^{\circ}50'54''W$ - 60.00 feet continuing with the North line of said platted Street, same being the South line of said closed Street to a point for the Southeast corner of said Lot 1, Block F and for an interior ell corner of this tract;

THENCE a common line between the North line of said platted Street and said Lots 1 and 2, Block F respectively, as follows:

With said curve to the left for an arc distance of 125.35 feet, said curve having a delta angle of $28^{\circ}30'26''$, a radius of 251.93 feet and a chord of $S56^{\circ}45'21''W$ - 124.06 feet to a point for the point of tangency of said curve and for an exterior ell corner of this tract;

$S42^{\circ}30'08''W$ - 73.93 feet to a point for the point of curvature of a curve to the right and for an exterior ell corner of this tract;

- 3 -

With said curve to the right for an arc distance of 130.51 feet, said curve having a delta angle of $38^{\circ}13'59''$, a radius of 195.58 feet and a chord of $S61^{\circ}37'08''W$ - 128.10 feet to a point for the point of compound curvature and for an exterior ell corner of this tract;
With a curve to the right for an arc distance of 70.19 feet, said curve having a delta angle of $34^{\circ}06'25''$, a radius of 117.93 feet and a chord of $N82^{\circ}12'52''W$ - 69.16 feet to a point for the point of tangency of said curve and for an exterior ell corner of this tract;
 $N55^{\circ}09'52''W$ - 83.65 feet to a point at the intersection with the East line of a closed Street (Tract 2 - 371/336) for the Southwest corner of said Lot 2 and for an exterior ell corner of this tract;

- 3 -

THENCE $S58^{\circ}35'46''W$ - 60.63 feet with the South line of said closed Street to an iron pin set on the West line of said platted Street for the Southeast corner of said Lot 4, Block G, same being the Northeast corner of said Lot 3, Block G and for an interior ell corner of this tract;

THENCE $S12^{\circ}40'52''E$ - 652.92 feet with a common line between the West line of said platted Street and said Lots 3 and 2, Block G, respectively, to an iron pin found for the Southeast corner of said Lot 2, same being the Northeast corner of Lot 1, Block G and for an exterior ell corner of this tract;

THENCE $S77^{\circ}10'03''W$ - 222.92 feet with a common line between said Lots 2 and 1, Block G, respectively, to an iron pin found for the Southwest corner of said Lot 2, same being the Northwest corner of Lot 1 and for an interior ell corner of this tract;

THENCE with a common East line as fenced of Lots 1, Block G and Lots 1, 2 and 3, Block K, (Oakridge Park, Sec. 3), respectively, as follows:

$S13^{\circ}16'52''E$ - 430.34 feet to an iron pin found for the Southwest corner of said Lot 2, same being the Northwest corner of said Lot 3 and for an interior ell corner of this tract;

$S03^{\circ}26'51''W$ - 155.22 feet to an iron pin set for the Southwest corner of said Lot 3, same being the Northwest corner of said Lot 4, Block K and for an interior ell corner of this tract;

THENCE $S83^{\circ}20'12''E$ - 215.82 feet with a common line between said Lots 3 and 4, Block K to an iron pin set on the West line of a platted Street (Oakridge Park, Sec. 3) for the Southeast corner of said Lot 3, same being the Northeast corner of said Lot 4 and for an exterior ell corner of this tract;

- 4 -

THENCE with a common line between the West line of said platted street and said Lot 4, Block K, and said Lots 1 thru 3, Block M as follows:

S00°14'49"W - 126.85 feet to an iron pin set for an exterior ell corner of this tract;
S34°44'37"W - 50.16 feet to an iron pin found for the Southeast corner of said Lot 4 and for an interior ell corner of this tract;
S52°42'42"E - 280.08 feet to a point for the Southeast corner of said Lot 1, same being the Northeast corner of Lot 2 and for an interior ell corner of this tract;
S53°07'41"E - 350.00 feet to an iron pin found for an exterior ell corner of this tract;
S33°18'41"E - 35.96 feet to an iron pin set on the North ROW of F. M. Highway No. 1826 for the most southerly Southeast corner of this tract;

THENCE S60°08'17"W - 478.48 feet with the North ROW of F. M. Highway No. 1826 to an iron pin set on the East line of a platted Street for an exterior ell corner of this tract;

THENCE N40°32'12"W - 309.43 feet with the East line of said platted Street to an iron pin found at the intersection with the South line of a closed Street (Tract 3 - 371/336) and for an interior ell corner of this tract;

THENCE S58°03'42"W - 60.68 feet with the South line of said closed Street to an iron pin set on the West line of said platted Street for an interior ell corner of this tract;

THENCE S40°32'12"E - 307.20 feet with the West line of said platted Street to an iron pin set at the intersection with the North ROW of said F. M. Highway No. 1826 for an exterior ell corner of this tract;

THENCE with the North ROW of said F. M. Highway No. 1826 as follows:

S70°24'07"W - 504.07 feet to an iron pin set for an exterior ell corner of this tract;
S83°52'47"W - 95.31 feet to a point for the point of curvature of a curve to the left and for an interior ell corner of this tract;
With said curve to the left for an arc distance of 563.22 feet, said curve having a delta angle of 21°55'00", a radius of 1472.40 feet and a chord of S72°55'17"W - 559.79 feet to a point for the point of tangency of said curve and for an interior ell corner of this tract;
S61°56'58"W - 4.20 feet to an iron pin set on the East line of a Green Hills Loop (County Road) for the most easterly Southwest corner of this tract;

- 5 -

THENCE with the East line of said Green Hills Loop as follows:

N10°52'13"W - 209.45 feet to an iron pin set for an exterior
ell corner of this tract;
N07°24'04"W - 235.00 feet to an iron pin set for an interior
ell corner of this tract;
N59°56'13"W - 70.66 feet to an iron pin set in an occupied
fence line prolongation for the Southeast corner of a
Harold Gene Patterson 60.3 acre tract (261/010) and for
an exterior ell corner of this tract;

THENCE N22°56'58"W - 1527.81 feet with the East line and occupied
fence line prolongation of said Patterson 60.3 acre tract an iron
pin found at a fence corner post for the Northeast corner of said
60.3 acre tract and for an interior ell corner of this tract;

THENCE S70°45'08"W - 2093.81 feet with the occupied North fence
line of said Patterson 60.3 acre tract to an iron pin found at a
fence corner post for the Southeast corner of Tract 6, Fieldstone
(Subdivision) (Plat Records - Volume 2, Page 213), same being an
interior ell corner of the residue of said original 640.42 and
for the most westerly Southwest corner of this tract;

THENCE with an occupied common line as fenced between the residue
of said original 640.42 acre and said 186.34 acre tracts,
respectively, and said Tracts 6, 7C, 7B, 7A, 8 and 9, Fieldstone
(Subdivision), respectively, as follows:

N40°01'13"E - 256.98 feet to an iron pin found at a fence
corner post for an interior ell corner of this tract;
N00°33'28"E - 2425.63 feet to an iron pin found at a fence
corner post for an interior ell corner of this tract;
N67°20'04"W - 313.03 feet to an iron pin found at a fence
corner post on a common line between said Moore Survey
and the Fanny A. D. Darden Survey, Abstract No. 664 for
an interior ell corner of said Tract 9, same being the
most westerly Southwest corner said original 186.34
acre tract and for an exterior ell corner of this
tract;

THENCE N00°11'50"W - 1906.25 feet with an occupied common line as
fenced between said original 186.34 acre tract and said Tract 9
and the residue of said Cleveland and Sawyer 2039.21 acre tract,
respectively, to the PLACE OF BEGINNING and containing 476.834
Acres of Land.

PARCEL 2 - 11.686 ACRES

BEGINNING at an iron pin set at the intersection of Two platted
Streets (Oakridge Park, Sec. 2) for a common Southeast corner of
said Lot 1, Block B and of this tract;

THENCE a common line between the North line of said platted Street and said Lots 1 thru 4, Block H, respectively, as follows:

N44°23'52"W - 250.22 feet to a point for an interior ell corner of this tract;
N73°11'52"W - 100.36 feet to a point for the point of curvature of a curve to the right and for an exterior ell corner of this tract;
With said curve to the right for an arc distance of 46.55 feet, said curve having a delta angle of 62°56'00", a radius of 42.38 feet and a chord of N41°53'52"W - 44.25 feet to a point for the point of tangency of said curve and for an exterior ell corner of this tract;
N10°15'22"W - 129.50 feet to a point for an interior ell corner of this tract;
N22°18'52"W - 188.93 feet to a point for the point of curvature of a curve to the left and for an interior ell corner of this tract;
With said curve to the left for an arc distance of 184.20 feet, said curve having a delta angle of 26°58'00", a radius of 184.20 feet and a chord of N35°48'54"W - 182.50 feet to a point for the point of compound curvature and for an interior ell corner of this tract;
With a curve to the left for an arc distance of 180.62 feet, said curve having a delta angle of 56°18'17", a radius of 183.81 feet and a chord of N77°25'52"W - 173.44 feet to a point for the point of tangency of said curve and for an interior ell corner of this tract;
S74°25'08"W - 173.49 feet to a point for an exterior ell corner of this tract;
N86°25'52"W - 116.10 feet to a point at the intersection with the East line of a platted Street (Oakridge Park, Sec. 2) for a common Southwest corner of said Lot 4, Block H and of this tract;

THENCE N12°40'52"W - 361.60 feet with a common line between the East line of said platted Street and said Lots 4 and 5, Block H to a point at the intersection with the South line of a platted Street (Oakridge Park, Sec. 2) for a common Northwest corner of said Lot 5, Block H and of this tract;

THENCE with a common line between the South line of said platted Street and said Lots 5 thru 9, Block H, respectively, as follows:

S65°09'52"E - 34.33 feet to a point for the point of curvature of a curve to the left and for an interior ell corner of this tract;
With said curve to the left for an arc distance of 105.90 feet, said curve having a delta angle of 34°06'00", a radius of 177.93 feet and a chord of S82°12'52"E - 104.34 feet to a point for the point of compound curvature and for an interior ell corner of this tract;

- 7 -

With a curve to the left for an arc distance of 170.55 feet, said curve having a delta angle of $38^{\circ}13'59''$, a radius of 255.58 feet and a chord of $N61^{\circ}37'08''E$ - 167.40 feet to a point for the point of tangency of said curve and for an interior ell corner of this tract;

$N42^{\circ}30'08''E$ - 73.93 feet to a point for the point of curvature of a curve to the right and for an exterior ell corner of this tract;

With said curve to the right for an arc distance of 141.31 feet, said curve having a delta angle of $42^{\circ}11'00''$, a radius of 191.93 feet and a chord of $N63^{\circ}35'38''E$ - 138.14 feet to a point for the point of compound curvature and for an exterior ell corner of this tract;

With a curve to the right for an arc distance of 131.88 feet, said curve having a delta angle of $30^{\circ}35'04''$, a radius of 247.06 feet and a chord of $S80^{\circ}00'52''E$ - 130.32 feet to a point for the point of tangency of said curve and for an exterior ell corner of this tract;

$S64^{\circ}43'52''E$ - 105.22 feet to a point for the point of curvature of a curve to the right and for an exterior ell corner of this tract;

With said curve to the right for an arc distance of 66.91 feet, said curve having a delta angle of $22^{\circ}48'00''$, a radius of 168.13 feet and a chord of $S53^{\circ}19'52''E$ - 66.46 feet to a point for the point of tangency of said curve and for an exterior ell corner of this tract;

$S41^{\circ}55'52''E$ - 133.87 feet to a point for the point of curvature of a curve to the right and for an exterior ell corner of this tract;

With said curve to the right for an arc distance of 84.32 feet, said curve having a delta angle of $34^{\circ}26'00''$, a radius of 140.30 feet and a chord of $S24^{\circ}42'52''E$ - 83.05 feet to a point for the point of tangency of said curve and for an exterior ell corner of this tract;

$S07^{\circ}29'52''E$ - 167.34 feet to a point for the point of curvature of a curve to the left and for an interior ell corner of this tract;

With said curve to the left for an arc distance of 124.50 feet, said curve having a delta angle of $13^{\circ}35'00''$, a radius of 525.13 feet and a chord of $S14^{\circ}17'22''E$ - 124.20 feet to a point for the point of tangency of said curve and for an interior ell corner of this tract;

$S21^{\circ}04'52''E$ - 331.39 feet to a point at the intersection with the West line of a platted Street (Oakridge Park, Sec. 2) for a common Northeast corner of said Lot 9, Block H and of this tract;

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THENCE S00°58'52"E - 331.45 feet with a common line between the West line of said platted Street and said Lots 9 and 1, Block H to the PLACE OF BEGINNING and containing 11.686 Acres of Land.

PARCEL 3 - 43.961 ACRES

BEGINNING at an iron pin found at a fence corner post on the South line of said Tract 14 (Whispering Oaks Subdivision) for the most southerly Northwest corner of said Tract 13 (Whispering Oaks Subdivision) and for the Northeast corner of said Lot 10, Block D (Oakridge Park, Sec. 1) and for the most easterly Northeast corner of this tract;

THENCE S00°05'00"E - 2412.14 feet with an occupied common line as fenced between said Lots 10 thru 7, Block D (Oakridge Park, Sec. 1), Lots 6B thru 4B, Block D (Oakridge Park, Sec. 2), Lots 2 and 1, Block D (Oakridge Park, Sec. 1), respectively, and said Tract 13 (Whispering Oaks Subdivision), a Richard Crum, et ux 107.25 acre tract (1725/749) and Tracts 8 thru 3 (Fox Run Estates), respectively, to an iron pin set at the intersection with the North line of a platted Street (Oakridge Park, Sec. 1), same being a common line between said Moore Survey and said Whatley Survey for a common Southeast corner of said Lot 1 and of this tract;

THENCE S89°24'48"W - 278.69 feet with a common line between the North line of said platted Street and said Lot 1, Block D, same being a common line between said Moore Survey and said Whatley Survey to an iron pin found at the intersection with the East line of a platted Street (Oakridge Park, Sec. 1) for the Southwest corner of said Lot 1 and for the most easterly Southwest corner of this tract;

THENCE with a common line between the West line of said platted Street and said Lots 1 and 2, Block D, respectively, as follows:

N00°04'21"W - 340.60 feet to an iron pin found for the Northwest corner of said lot 1, same being the Southwest corner of said Lot 2 and for an interior ell corner of this tract;

N37°56'16"W - 255.83 feet to a 10" fence corner post at the intersection with the East line of a closed Street (Tract 1 - 371/336) for the Southwest corner of said Lot 2 and for an interior ell corner of this tract;

THENCE N89°19'21"W - 60.78 feet with the North line of said platted Street, same being the South line of said closed Street to an iron pin found for the Southeast corner of said Lot 3A, Block D and for an interior ell corner of this tract;

THENCE with an occupied common line as fenced between the North line of said platted Street and said Lot 3A, Block D as follows:

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N87°45'04"W - 125.81 feet to an iron pin found for an exterior all corner of this tract;
S88°22'34"W - 321.95 feet to an iron pin found at the intersection with the East line of a platted Street (Oakridge Park, Sec. 1) for the Southwest corner of said Lot 3A and for the most westerly Southwest corner of this tract;

THENCE N01°03'51"W - 1918.29 feet with a common line and occupied fence line prolongation between the East line of said platted Street and said Lots 3A thru 6A, Block D (Oakridge Park, Sec. 2); and Lots 7 thru 10, Block D (Oakridge Park, Sec. 2) to an iron pin set on a common line between the North line of a closed Street (Tract 1 - 371/336) and said Hardin 10.21 acre tract for the Northwest corner of this tract;

THENCE N88°56'09"E - 789.61 feet with a common line between the North line of said closed Street (Tract 1 - 371/336) and said Hardin 10.21 acre tract and said Tract 14 (Whispering Oaks Subdivision), respectively, to an iron pin set for the most westerly Northeast corner of this tract;

THENCE S01°03'51"E - 60.00 feet with a common line between the East line of said closed Street (Tract 1 - 371/336) and said Tract 14 (Whispering Oaks Subdivision) to a 60d nail found on a 6" fence corner post on the North line of said Tract 10 (Oakridge Park, Sec. 1) for an interior all corner of this tract;

THENCE N88°56'09"E - 186.26 feet with an occupied common line as fenced between said Lot 10 (Oakridge Park, Sec. 1) and said Tract 14 (Whispering Oaks Subdivision) to the PLACE OF BEGINNING and containing 45.961 Acres of Land.

PARCEL 4 - 6.522 ACRES

BEGINNING at an iron pin found at a fence corner post on the North ROW of F. M. Highway No. 1826 for the Southwest corner of said Tract 1 (Fox Run Estates) and for a common Southeast corner of said Lot 1, Block A (Oakridge Estates - Sec. 1) and of this tract;

THENCE S49°08'47"W - 368.27 feet with a common line between the North ROW of said F. M. Highway No. 1826 and said Lot 1, Block A, to a point at the intersection with the East line of a platted Street (Oakridge Park, Sec. 1) for a common Southwest corner of said Lot 1 and of this tract, a reference iron pin found bears N00°04'21"W - 2.00 feet;

THENCE N00°04'21"W - 1138.04 feet with an occupied common line as fenced between the East line of said platted Street and said Lots 1 thru 3, Block A, respectively, to an iron pin set at the intersection with the South line of a platted Street (Oakridge Park, Sec. 1) for a common Northwest corner said Lot 3 and of this tract;

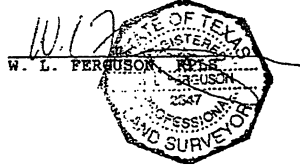
- 10 -

THENCE N89°24'48"E - 278.70 feet with a common line between said platted Street and Lot 3, Block A to an iron pin set on the West line of Tract 3 (Fox Run Estates) for a common Northeast corner said Lot 3 and of this tract;

THENCE S00°05'00"E - 900.00 feet with an occupied common line as fenced between said Lots 3 thru 1, Block A, respectively, and Tracts 3 thru 1 (Fox Run Estates), respectively, to the PLACE OF BEGINNING and containing 6.522 Acres of Land.

I, W. L. Ferguson, Registered Professional Land Surveyor No. 2347 in the State of Texas, do hereby certify that the above survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this day of December, 2002.



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Mar 13, 2003 at 03:41P
Decasent Number: 03007626
Permit 35.88
Lee Carlisle
County Clerk
By
Lynn Curry, Deputy
Hays County

DISTRIBUTION DEED

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

Bill R. Hall, Independent Executor of the Estate of Martha J. Parten, Deceased (the "Estate") owns an undivided 1/2 interest in the land described in Paragraph (a) below. The 1/2 interest is called in this Distribution Deed the "interest owned by the Estate."

The Independent Executor of the Estate is in the process of distributing the assets of the Estate pursuant to the Last Will and Testament of Martha J. Parten which was admitted to probate in Cause No. 8808-P in the County Court of Hays County, Texas.

It is the intention of Bill R. Hall, Independent Executor of the Estate ("Grantor") to distribute the interest owned by the Estate to the Grantee named in this Distribution Deed.

NOW, THEREFORE, I, Bill R. Hall, Independent Executor of the Estate of Martha J. Parten, Deceased, of Travis County, Texas, have GIVEN, GRANTED and CONFIRMED, and by these presents do GIVE, GRANT, and CONFIRM, subject to the exceptions hereinafter made, unto Bill R. Hall, Trustee of the Martha J. Parten Trust created under the Will of Martha J. Parten (who together with his assigns are called "Grantee") the interest owned by the Estate in the following described property:

- (a) Land. The certain tract of land being 541.003 acres, more or less, located in Hays County, Texas, and more particularly described in Exhibit A ("Land"); together with
- (b) Rights and Appurtenances. The benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and any and all right, title and interest in and to adjacent roads, and rights-of-way (the "Rights and Appurtenances"); and together with
- (c) Improvements. Any improvements located on Land (the "Improvements").

This conveyance is made and accepted, however, subject to the following:

- (a) All restrictive covenants, easements, liens, and interests outstanding in others relating to Land and shown of public record in the office of the County Clerk

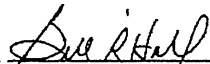
of Hays County, Texas, but only to the extent they remain in force and in effect.

- (b) All laws, ordinances and regulations relating to Land.
- (c) The liens for all governmental assessments and ad valorem taxes for the year 2003 and all subsequent years; the payment of which are hereby assumed by Grantee.
- (d) Grantor conveys Land and Grantee accepts the same "AS IS."

TO HAVE AND TO HOLD the above-described property, together with all and singular the right, improvements, rents and appurtenances thereunto in anywise belonging, subject to the exceptions hereinabove made, unto the Grantee, and to his assigns forever.

DATED this 1st day of March, 2003.

GRANTOR:



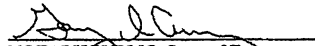
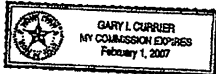
Bill R. Hall Independent Executor of the
Estate of Martha J. Parten, Deceased.

STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 1st day of March, 2003, by Bill R. Hall, Independent Executor of the Estate of Martha J. Parten, Deceased.


NOTARY PUBLIC, State of Texas

GRANTEE'S ADDRESS:
TO:

308 Pintail
Taylor, Texas 76574

AFTER RECORDING RETURN

Mueller, Vacek & Kiecke, L.L.P.
P.O. Box 1845
Austin, TX 78767

In Re: Total - 541.003 Acres
(Parcel 1 - 476.834 Acres)
(Parcel 2 - 11.686 Acres)
(Parcel 3 - 45.961 Acres)
(Parcel 4 - 6.522 Acres)
Seaborn J. Whatley Survey, A-18
Lamar Moore Survey, A-323
Hays County, Texas



All that certain tract or parcel of land situated in Hays County, Texas and being part of the Seaborn J. Whatley Survey, Abstract No. 18 and the Lamar Moore Survey, Abstract No. 323 and being the residue of a 640.42 acre tract as conveyed from Ben L. Parten, Jr., Trustee to Ben Parten, Jr. et ux by Deed dated December 29, 1977 and being recorded in Volume 304, Page 854 of the Deed Records of said Hays County and being all of a 186.34 acre tract as conveyed from Thomas R. Sawyer to Ben L. Parten, Jr., et ux by Deed dated September 9, 1979 and being recorded in Volume 331, Page 396 of said Deed Records and also all of the following which are a part of the residue of above said 640.42 acre tract: Lots 1 thru 3, Block A, Lots 1, 2, 7 thru 10, Block D, Oakridge Park, Sec. 1, at Kinniciniik recorded in Volume 182, Page 4 of said Deed Records; Lots 3A thru 6B, Block D, Lots 1 thru 18, Block E, Lots 1 thru 6, Block F and Lots 2 thru 6, Block G, Oakridge Park, Sec. 2, at Kinniciniik and Resubdivision of Oakridge Park, Sec. 1, at Kinniciniik recorded in Volume 189, Page 441 of said Deed Records; Lot 4, Block K and Lots 1 thru 3, Block M, Oakridge Park, Sec. 3, at Kinniciniik recorded in Volume 192, Page 392 of said Deed Records and Lots 1 thru 4, Oakridge Park, Sec. 4, at Kinniciniik recorded in Volume 1, Page 5 of the Plat Records of said Hays County and also the closing of Streets as conveyed from the Commissioner's Court of Hays County, Texas, to Ben L. Parten, Jr., et ux by "Tracts 1 thru 3" (closing of Streets adjacent to property owned by Parten) by Deed dated February 22, 1982 and being recorded in Volume 371, Page 336 of said Deed Records and being more particularly described by metes and bounds as follows, to wit:

BASIS OF BEARINGS: East line of Oakridge Park, Sec. 1, at Kinniciniik being a plat bearing of S00°05'00"E.

PARCEL 1 - 476.834 ACRES

BEGINNING at an iron pin found at a fence corner post a common line between said Moore Survey and the James B. Pier Survey, Abstract No. 362 for an interior ell corner of the residue of a Norma Jean S. Cleveland and Thomas R. Sawyer 2039.21 acre tract (491/335) and for a common Northwest corner of said original 186.34 acre tract and of this tract;

THENCE with an occupied common line as fenced between said original 186.34 and 640.42 acre tracts, respectively and the residue of said Cleveland and Sawyer 2039.21 acre tract, the

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residue of a Thomas J. Wissemann DBA Wise Enterprises 210.23 acre tract (1041/376), Tract 18 of Whispering Oaks - Phase II and a Wayne Hardin, et ux 10.21 acre tract (300/380), respectively, as follows:

N89°35'09"E - 2882.77 feet to an iron pin found at a fence corner post on the West line of the residue of said Wissemann 210.23 acre tract for the Northeast corner of said original 186.34 acre tract and for the most westerly Northeast corner of this tract;
S00°04'19"W - 197.53 feet to an iron pin set at a 10" fence corner post for the Southwest corner of the residue of said Wissemann 210.23 acre tract, same being the Northwest corner of said original 640.42 acre tract and for an interior ell corner of this tract;
N89°23'41"E - 1807.17 feet to a 3/4" iron pipe found at a fence corner post for the Northwest corner of said Hardin 10.21 acre tract, same being the most westerly Northeast corner of said original 640.42 acre tract and for the most easterly Northeast corner of this tract;

THENCE S01°04'15"E, with an occupied common line as fenced between said original 640.42 acre tract and said Hardin 10.21 acre tract, at 670.94 feet passing an iron pin set for the Southwest corner of said 10.21 acre tract, same being the Northwest corner of a platted Street (Oakridge Park, Sec. 1), continuing with the West line of said Street and entering said 640.42 acre tract for division for a total distance of 730.94 feet to a point for the Northeast corner of Lot 18, Block E and for an interior ell corner of this tract;

THENCE a common line between the East line of said platted Street and said Lots 18 thru 2, Block E, respectively, as follows:

S01°05'25"E - 2403.51 feet to an iron pin found for the Southeast corner of said Lot 3, same being the Northeast corner of said Lot 2 and for an exterior ell corner of this tract;
S00°58'52"E - 650.74 feet to an iron pin set at the intersection with the North line of a platted Street (Oakridge Park, Sec. 2) for the Southeast corner of said Lot and for the most northerly Southeast corner of this tract;

THENCE a common line between the North line of said platted Street and said Lots 2, 3 and 1, Block E, respectively, as follows:

N21°04'52"W - 167.43 feet to a point for the point of curvature of a curve to the right and for an exterior ell corner of this tract;

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With said curve to the right for an arc distance of 110.27 feet, said curve having a delta angle of $13^{\circ}35'00''$, a radius of 465.13 feet and a chord of $N14^{\circ}17'22''W$ - 110.01 feet to a point for the point of tangency of said curve and for an exterior ell corner of this tract;

$N07^{\circ}29'52''W$ - 167.34 feet to a point for the point of curvature of a curve to the left and for an interior ell corner of this tract;

With said curve to the left for an arc distance of 120.38 feet, said curve having a delta angle of $34^{\circ}26'00''$, a radius of 200.30 feet and a chord of $N24^{\circ}42'52''W$ - 118.57 feet to a point for the point of tangency of said curve and for an interior ell corner of this tract;

$N41^{\circ}55'52''W$ - 133.87 feet to a point for the point of curvature of a curve to the left and for an interior ell corner of this tract;

With said curve to the left for an arc distance of 90.78 feet, said curve having a delta angle of $22^{\circ}48'00''$, a radius of 228.13 feet and a chord of $N53^{\circ}19'52''W$ - 90.18 feet to a point for the point of tangency of said curve and for an interior ell corner of this tract;

$N64^{\circ}43'52''W$ - 105.21 feet to a point for the point of curvature of a curve to the left and for an interior ell corner of this tract;

With said curve to the left for an arc distance of 163.91 feet, said curve having a delta angle of $30^{\circ}35'04''$, a radius of 307.06 feet and a chord of $N80^{\circ}00'52''W$ - 161.97 feet to a point at the intersection with the East line of a closed Street (Tract 2 - 371/336) for the Southwest corner of said Lot 1 and for an interior ell corner of this tract;

THENCE $S77^{\circ}50'54''W$ - 60.00 feet continuing with the North line of said platted Street, same being the South line of said closed Street to a point for the Southeast corner of said Lot 1, Block F and for an interior ell corner of this tract;

THENCE a common line between the North line of said platted Street and said Lots 1 and 2, Block F respectively, as follows:

With said curve to the left for an arc distance of 125.35 feet, said curve having a delta angle of $28^{\circ}30'26''$, a radius of 251.93 feet and a chord of $S56^{\circ}45'21''W$ - 124.06 feet to a point for the point of tangency of said curve and for an exterior ell corner of this tract;

$S42^{\circ}30'08''W$ - 73.93 feet to a point for the point of curvature of a curve to the right and for an exterior ell corner of this tract;

- 3 -

With said curve to the right for an arc distance of 130.51 feet, said curve having a delta angle of $38^{\circ}13'59''$, a radius of 195.58 feet and a chord of $S61^{\circ}37'08''W$ - 128.10 feet to a point for the point of compound curvature and for an exterior ell corner of this tract;
With a curve to the right for an arc distance of 70.19 feet, said curve having a delta angle of $34^{\circ}06'26''$, a radius of 117.93 feet and a chord of $N82^{\circ}12'52''W$ - 69.16 feet to a point for the point of tangency of said curve and for an exterior ell corner of this tract;
 $N65^{\circ}09'52''W$ - 83.65 feet to a point at the intersection with the East line of a closed Street (Tract 2 - 371/336) for the Southwest corner of said Lot 2 and for an exterior ell corner of this tract;

- 3 -

THENCE $S58^{\circ}35'46''W$ - 60.63 feet with the South line of said closed Street to an iron pin set on the West line of said platted Street for the Southeast corner of said Lot 4, Block G, same being the Northeast corner of said Lot 3, Block G and for an interior ell corner of this tract;

THENCE $S12^{\circ}40'52''E$ - 652.92 feet with a common line between the West line of said platted Street and said Lots 3 and 2, Block G, respectively, to an iron pin found for the Southeast corner of said Lot 2, same being the Northeast corner of Lot 1, Block G and for an exterior ell corner of this tract;

THENCE $S77^{\circ}10'03''W$ - 222.92 feet with a common line between said Lots 2 and 1, Block G, respectively, to an iron pin found for the Southwest corner of said Lot 2, same being the Northwest corner of Lot 1 and for an interior ell corner of this tract;

THENCE with a common East line as fenced of Lots 1, Block G and Lots 1, 2 and 3, Block K, (Oakridge Park, Sec. 3), respectively, as follows:

$S13^{\circ}16'52''E$ - 430.34 feet to an iron pin found for the Southwest corner of said Lot 2, same being the Northwest corner of said Lot 3 and for an interior ell corner of this tract;

$S03^{\circ}26'51''W$ - 155.22 feet to an iron pin set for the Southwest corner of said Lot 3, same being the Northwest corner of said Lot 4, Block K and for an interior ell corner of this tract;

THENCE $S83^{\circ}20'12''E$ - 215.82 feet with a common line between said Lots 3 and 4, Block K to an iron pin set on the West line of a platted Street (Oakridge Park, Sec. 3) for the Southeast corner of said Lot 3, same being the Northeast corner of said Lot 4 and for an exterior ell corner of this tract;

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THENCE with a common line between the West line of said platted street and said Lot 4, Block K, and said Lots 1 thru 3, Block M as follows:

S00°14'49"W - 126.35 feet to an iron pin set for an exterior ell corner of this tract;
S34°44'37"W - 50.15 feet to an iron pin found for the Southeast corner of said Lot 4 and for an interior ell corner of this tract;
S52°42'42"E - 280.08 feet to a point for the Southeast corner of said Lot 1, same being the Northeast corner of Lot 2 and for an interior ell corner of this tract;
S53°07'41"E - 350.00 feet to an iron pin found for an exterior ell corner of this tract;
S33°18'41"E - 35.96 feet to an iron pin set on the North ROW of F. M. Highway No. 1826 for the most southerly Southeast corner of this tract;

THENCE S60°08'17"W - 478.48 feet with the North ROW of F. M. Highway No. 1826 to an iron pin set on the East line of a platted Street for an exterior ell corner of this tract;

THENCE N40°32'12"W - 309.43 feet with the East line of said platted Street to an iron pin found at the intersection with the South line of a closed Street (Tract 3 - 371/336) and for an interior ell corner of this tract;

THENCE S58°03'42"W - 60.68 feet with the South line of said closed Street to an iron pin set on the West line of said platted Street for an interior ell corner of this tract;

THENCE S40°32'12"E - 307.20 feet with the West line of said platted Street to an iron pin set at the intersection with the North ROW of said F. M. Highway No. 1826 for an exterior ell corner of this tract;

THENCE with the North ROW of said F. M. Highway No. 1826 as follows:

S70°24'07"W - 504.07 feet to an iron pin set for an exterior ell corner of this tract;
S83°52'47"W - 95.31 feet to a point for the point of curvature of a curve to the left and for an interior ell corner of this tract;
With said curve to the left for an arc distance of 563.22 feet, said curve having a delta angle of 21°55'00", a radius of 1472.40 feet and a chord of S72°55'17"W - 559.79 feet to a point for the point of tangency of said curve and for an interior ell corner of this tract;
S61°56'58"W - 4.20 feet to an iron pin set on the East line of a Green Hills Loop (County Road) for the most easterly Southwest corner of this tract;

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THENCE with the East line of said Green Hills Loop as follows:

N10°52'13"W - 209.45 feet to an iron pin set for an exterior
ell corner of this tract;
N07°24'04"W - 235.00 feet to an iron pin set for an interior
ell corner of this tract;
N59°56'13"W - 70.66 feet to an iron pin set in an occupied
fence line prolongation for the Southeast corner of a
Harold Gene Patterson 60.3 acre tract (261/010) and for
an exterior ell corner of this tract;

THENCE N22°56'58"W - 1527.81 feet with the East line and occupied
fence line prolongation of said Patterson 60.3 acre tract an iron
pin found at a fence corner post for the Northeast corner of said
60.3 acre tract and for an interior ell corner of this tract;

THENCE S70°45'08"W - 2093.81 feet with the occupied North fence
line of said Patterson 60.3 acre tract to an iron pin found at a
fence corner post for the Southeast corner of Tract 6, Fieldstone
(Subdivision) (Plat Records - Volume 2, Page 213), same being an
interior ell corner of the residue of said original 640.42 and
for the most westerly Southwest corner of this tract;

THENCE with an occupied common line as fenced between the residue
of said original 640.42 acre and said 186.34 acre tracts,
respectively, and said Tracts 6, 7C, 7B, 7A, 8 and 9, Fieldstone
(Subdivision), respectively, as follows:

N40°01'13"E - 256.98 feet to an iron pin found at a fence
corner post for an interior ell corner of this tract;
N00°33'28"E - 2425.63 feet to an iron pin found at a fence
corner post for an interior ell corner of this tract;
N67°20'04"W - 313.03 feet to an iron pin found at a fence
corner post on a common line between said Moore Survey
and the Fanny A. D. Darden Survey, Abstract No. 664 for
an interior ell corner of said Tract 9, same being the
most westerly Southwest corner said original 186.34
acre tract and for an exterior ell corner of this
tract;

THENCE N00°11'50"W - 1906.25 feet with an occupied common line as
fenced between said original 186.34 acre tract and said Tract 9
and the residue of said Cleveland and Sawyer 2039.21 acre tract,
respectively, to the PLACE OF BEGINNING and containing 476.834
Acres of Land.

PARCEL 2 - 11.686 ACRES

BEGINNING at an iron pin set at the intersection of Two platted
Streets (Oakridge Park, Sec. 2) for a common Southeast corner of
said Lot 1, Block H and of this tract;

- 6 -

THENCE a common line between the North line of said platted Street and said Lots 1 thru 4, Block H, respectively, as follows:

N44°23'52"W - 250.22 feet to a point for an interior ell corner of this tract;
 N73°11'52"W - 100.36 feet to a point for the point of curvature of a curve to the right and for an exterior ell corner of this tract;
 With said curve to the right for an arc distance of 46.55 feet, said curve having a delta angle of 62°55'00", a radius of 42.38 feet and a chord of N41°53'52"W - 44.25 feet to a point for the point of tangency of said curve and for an exterior ell corner of this tract;
 N10°15'22"W - 129.50 feet to a point for an interior ell corner of this tract;
 N22°18'52"W - 188.93 feet to a point for the point of curvature of a curve to the left and for an interior ell corner of this tract;
 With said curve to the left for an arc distance of 184.20 feet, said curve having a delta angle of 26°58'00", a radius of 184.20 feet and a chord of N35°48'54"W - 182.50 feet to a point for the point of compound curvature and for an interior ell corner of this tract;
 With a curve to the left for an arc distance of 180.62 feet, said curve having a delta angle of 56°18'17", a radius of 183.81 feet and a chord of N77°25'52"W - 173.44 feet to a point for the point of tangency of said curve and for an interior ell corner of this tract;
 S74°25'08"W - 173.49 feet to a point for an exterior ell corner of this tract;
 N46°25'52"W - 116.10 feet to a point at the intersection with the East line of a platted Street (Oakridge Park, Sec. 2) for a common Southwest corner of said Lot 4, Block H and of this tract;

THENCE N12°40'52"W - 361.60 feet with a common line between the East line of said platted Street and said Lots 4 and 5, Block H to a point at the intersection with the South line of a platted Street (Oakridge Park, Sec. 2) for a common Northwest corner of said Lot 5, Block H and of this tract;

THENCE with a common line between the South line of said platted Street and said Lots 5 thru 9, Block H, respectively, as follows:

S65°09'52"E - 34.33 feet to a point for the point of curvature of a curve to the left and for an interior ell corner of this tract;
 With said curve to the left for an arc distance of 105.90 feet, said curve having a delta angle of 34°06'00", a radius of 177.93 feet and a chord of S82°12'52"E - 104.34 feet to a point for the point of compound curvature and for an interior ell corner of this tract;

- 7 -

With a curve to the left for an arc distance of 170.55 feet, said curve having a delta angle of $38^{\circ}13'59''$, a radius of 255.58 feet and a chord of $N61^{\circ}37'08''E$ - 167.40 feet to a point for the point of tangency of said curve and for an interior ell corner of this tract;
 $N42^{\circ}30'08''E$ - 73.93 feet to a point for the point of curvature of a curve to the right and for an exterior ell corner of this tract;
 With said curve to the right for an arc distance of 141.31 feet, said curve having a delta angle of $42^{\circ}11'00''$, a radius of 191.93 feet and a chord of $N63^{\circ}35'38''E$ - 138.14 feet to a point for the point of compound curvature and for an exterior ell corner of this tract;
 With a curve to the right for an arc distance of 131.88 feet, said curve having a delta angle of $30^{\circ}35'04''$, a radius of 247.06 feet and a chord of $S80^{\circ}00'52''E$ - 130.32 feet to a point for the point of tangency of said curve and for an exterior ell corner of this tract;
 $S64^{\circ}43'52''E$ - 105.22 feet to a point for the point of curvature of a curve to the right and for an exterior ell corner of this tract;
 With said curve to the right for an arc distance of 66.91 feet, said curve having a delta angle of $22^{\circ}48'00''$, a radius of 168.13 feet and a chord of $S53^{\circ}19'52''E$ - 66.46 feet to a point for the point of tangency of said curve and for an exterior ell corner of this tract;
 $S41^{\circ}55'52''E$ - 133.87 feet to a point for the point of curvature of a curve to the right and for an exterior ell corner of this tract;
 With said curve to the right for an arc distance of 84.32 feet, said curve having a delta angle of $34^{\circ}26'00''$, a radius of 140.30 feet and a chord of $S24^{\circ}42'52''E$ - 83.05 feet to a point for the point of tangency of said curve and for an exterior ell corner of this tract;
 $S07^{\circ}29'52''E$ - 167.34 feet to a point for the point of curvature of a curve to the left and for an interior ell corner of this tract;
 With said curve to the left for an arc distance of 124.50 feet, said curve having a delta angle of $13^{\circ}35'00''$, a radius of 525.13 feet and a chord of $S14^{\circ}17'22''E$ - 124.20 feet to a point for the point of tangency of said curve and for an interior ell corner of this tract;
 $S21^{\circ}04'52''E$ - 331.39 feet to a point at the intersection with the West line of a platted Street (Oakridge Park, Sec. 2) for a common Northeast corner of said Lot 9, Block H and of this tract;

- 8 -

THENCE S00°58'52"E - 331.45 feet with a common line between the West line of said platted Street and said Lots 9 and 1, Block H to the PLACE OF BEGINNING and containing 11.686 Acres of Land.

PARCEL 3 - 45.951 ACRES

BEGINNING at an iron pin found at a fence corner post on the South line of said Tract 14 (Whispering Oaks Subdivision) for the most southerly Northwest corner of said Tract 13 (Whispering Oaks Subdivision) and for the Northeast corner of said Lot 10, Block D (Oakridge Park, Sec. 1) and for the most easterly Northeast corner of this tract;

THENCE S00°05'00"E - 2412.14 feet with an occupied common line as fenced between said Lots 10 thru 7, Block D (Oakridge Park, Sec. 1), Lots 6B thru 4B, Block D (Oakridge Park, Sec. 2), Lots 2 and 1, Block D (Oakridge Park, Sec. 1), respectively, and said Tract 13 (Whispering Oaks Subdivision), a Richard Crum, et ux 107.25 acre tract (1725/749) and Tracts 3 thru 3 (Fox Run Estates), respectively, to an iron pin set at the intersection with the North line of a platted Street (Oakridge Park, Sec. 1), same being a common line between said Moore Survey and said Whatley Survey for a common Southeast corner of said Lot 1 and of this tract;

THENCE S89°24'48"W - 278.69 feet with a common line between the North line of said platted Street and said Lot 1, Block D, same being a common line between said Moore Survey and said Whatley Survey to an iron pin found at the intersection with the East line of a platted Street (Oakridge Park, Sec. 1) for the Southwest corner of said Lot 1 and for the most easterly Southwest corner of this tract;

THENCE with a common line between the West line of said platted Street and said Lots 1 and 2, Block D, respectively, as follows:

N00°04'21"W - 340.60 feet to an iron pin found for the Northwest corner of said lot 1, same being the Southwest corner of said Lot 2 and for an interior all corner of this tract;
N37°56'16"W - 255.83 feet to a 10" fence corner post at the intersection with the East line of a closed Street (Tract 1 - 371/336) for the Southwest corner of said Lot 2 and for an interior all corner of this tract;

THENCE N89°19'21"W - 60.78 feet with the North line of said platted Street, same being the South line of said closed Street to an iron pin found for the Southeast corner of said Lot 3A, Block D and for an interior all corner of this tract;

THENCE with an occupied common line as fenced between the North line of said platted Street and said Lot 3A, Block D as follows:

- 9 -

N87°45'04"W - 125.81 feet to an iron pin found for an exterior all corner of this tract;
S88°22'34"W - 321.95 feet to an iron pin found at the intersection with the East line of a platted Street (Oakridge Park, Sec. 1) for the Southwest corner of said Lot 3A and for the most westerly Southwest corner of this tract;

THENCE N01°03'51"W - 1918.29 feet with a common line and occupied fence line prolongation between the East line of said platted Street and said Lots 3A thru 6A, Block D (Oakridge Park, Sec. 2) and Lots 7 thru 10, Block D (Oakridge Park, Sec. 2) to an iron pin set on a common line between the North line of a closed Street (Tract 1 - 371/336) and said Hardin 10.21 acre tract for the Northwest corner of this tract;

THENCE N88°56'09"E - 789.61 feet with a common line between the North line of said closed Street (Tract 1 - 371/336) and said Hardin 10.21 acre tract and said Tract 14 (Whispering Oaks Subdivision), respectively, to an iron pin set for the most westerly Northeast corner of this tract;

THENCE S01°03'51"E - 60.00 feet with a common line between the East line of said closed Street (Tract 1 - 371/336) and said Tract 14 (Whispering Oaks Subdivision) to a 60d nail found on a 6" fence corner post on the North line of said Tract 10 (Oakridge Park, Sec. 1) for an interior all corner of this tract;

THENCE N88°56'09"E - 186.26 feet with an occupied common line as fenced between said Lot 10 (Oakridge Park, Sec. 1) and said Tract 14 (Whispering Oaks Subdivision) to the PLACE OF BEGINNING and containing 45.961 Acres of Land.

PARCEL 4 - 6.522 ACRES

BEGINNING at an iron pin found at a fence corner post on the North ROW of F. M. Highway No. 1826 for the Southwest corner of said Tract 1 (Fox Run Estates) and for a common Southeast corner of said Lot 1, Block A (Oakridge Estates - Sec. 1) and of this tract;

THENCE S49°08'47"W - 368.27 feet with a common line between the North ROW of said F. M. Highway No. 1826 and said Lot 1, Block A, to a point at the intersection with the East line of a platted Street (Oakridge Park, Sec. 1) for a common Southwest corner of said Lot 1 and of this tract, a reference iron pin found bears N00°04'21"W - 2.00 feet;

THENCE N00°04'21"W - 1138.04 feet with an occupied common line as fenced between the East line of said platted Street and said Lots 1 thru 3, Block A, respectively, to an iron pin set at the intersection with the South line of a platted Street (Oakridge Park, Sec. 1) for a common Northwest corner said Lot 3 and of this tract;

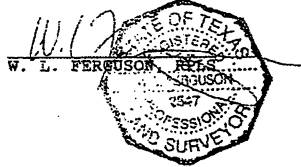
- 10 -

THENCE N89°24'48"E - 278.70 feet with a common line between said
platted Street and Lot 3, Block A to an iron pin set on the West
line of Tract 3 (Fox Run Estates) for a common Northeast corner
said Lot 3 and of this tract;

THENCE S00°05'00"E - 900.00 feet with an occupied common line as
fenced between said Lots 3 thru 1, Block A, respectively, and
Tracts 3 thru 1 (Fox Run Estates), respectively, to the PLACE OF
BEGINNING and containing 6.522 Acres of Land.

I, W. L. Ferguson, Registered Professional Land Surveyor No. 2547
in the State of Texas, do hereby certify that the above survey
was performed on the ground under my supervision and that the
field notes hereon are true and correct to the best of my
knowledge.

Given under my hand and seal this day of December, 2002.



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Mar 13, 2003 at 03:41P

Document Number: 03007625

Amount 35.00

Lee Carlisle
County Clerk
By
Lynn Curry, Deputy
Hays County

304 624 13715
 444-WARRANTY DEED-When Single, Joint and 75% Separate Acknowledgments
 MARTIN Rodenbury Co. Dallas

THE STATE OF TEXAS,
 County of Robertson

Know All Men By These Presents:

113715

That, I, G. H. Ingram,

of the County of Robertson, State of Texas, for and in consideration of the sum of

----- TEN AND NO/100 (\$10.00) ----- DOLLARS,
 and other good, valuable, sufficient and adequate consideration -----

to me cash in hand paid by Ben L. Parton, Jr., Trustee, the receipt of which is hereby acknowledged and confessed, no lien, either expressed or implied being retained herein -----

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

Ben L. Parton, Jr., Trustee,

of the County of Robertson, State of Texas, all that certain tract or parcel of land lying and being situated in Hays County, Texas, being the residue of a 640.42 acres tract out of the Fanny A. D. Darden Survey, Lamar Moore Survey and the S. J. Whitley League, therein; and being the same lands and premises described and conveyed in deed from Thomas T. Smith, Trustee, to G. H. Ingram dated December 6, 1966, recorded in Volume 215, page 13, et seq of the Deed Records of Hays County, Texas, to which instrument and record reference is made for all pertinent purposes.

Vol. 304 p. 625

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said

Ben L. Parten, Jr., Trustee, and his,

heirs and assigns forever; and I do hereby bind myself and my

heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said

Ben L. Parten, Jr., Trustee, and his,

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness my hand and seal

this 8th day of

May

, A.D. 1968.

Witnesses at Request of Grantor:

G. H. Ingram
(G. H. Ingram)

Vol. 304 of 626
THE STATE OF TEXAS,
COUNTY OF Robertson

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared G. H. Ingram,

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of May, A.D. 1968.

(L.S.)

Mary Robertson
Marry Public Robertson County, Texas

My Commission Expires June 1969



THE STATE OF TEXAS
COUNTY OF HAYS

LYNN B. CLAYTON, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the public and foregoing instrument of writing with its Certificate of Authentication, was filed for record in my office on the 20th day of December, A.D. 1967, at 11:56 o'clock A.M., and duly recorded on the 20th day of December, A.D. 1967, at 4:10 o'clock A.M., in the 624-626 Records of said County in Book Number 344 Page 624-626 Indorsement.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF HAYS COUNTY, TEXAS, this date last above written.
Lynn B. Clayton By CL Deputy
LYNN B. CLAYTON, Clerk of the County Court within and for the County

304/854

WARRANTY DEED—This Book, Index and Wife's Separate Acknowledgments

MARTIN Secretary Co., Dallas

THE STATE OF TEXAS,

Know All Men By These Presents:

County of Hays

113676

That I, Ben L. Parton, Jr., Trustee,

of the County of Robertson, State of Texas, for and in consideration of
 the sum of
 - - - TEN AND NO/100 (\$10.00) - - -
 and other good, valuable, sufficient and adequate consideration, DOLLARS,

to me cash in hand paid by Ben L. Parton, Jr. and wife Martha J. Parton,
 the receipt and sufficiency of all of which is hereby acknowledged and confessed,
 no lien either expressed or implied being retained herein, and the further consideration
 of the disclosure of record of the beneficiaries of this trust, - - -

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

Ben L. Parton, Jr. and wife Martha J. Parton

of the County of Robertson, State of Texas, all that certain
 tract or parcel of land lying and being situated in Hays County, Texas, being the resid-
 due of a 640.42 acre tract of land out of the Fanny A. D. Darden Survey, Lemar Moore
 Survey, and the S. 1/4 Whitley League therein; and being the same lands and premises
 described and conveyed in deed from Thomas T. Smith, Trustee, to G. M. Ingram, dated
 December 6, 1966, recorded in Vol. 213, page 13 et seq of the Deed Records of Hays
 County, Texas, to which instrument and record REFERENCE is made for all pertinent
 purposes.

304 855

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said

Ben L. Parton, Jr. and wife Martha J. Parton, and their

heirs and assigns forever; and I do hereby bind myself and my successors

heirs, executors and administrators, to Warrant and Forbear Defend all and singular the said premises unto the said

Ben L. Parton, Jr. and wife Martha J. Parton, and their

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness my hand

this 29th day of

December, A.D. 1977

Witnesses at Request of Grantor:

[Signature]
(Ben L. Parton, Jr., Trustee)

vol. 304 - 856

THE STATE OF TEXAS,

COUNTY OF Robertson

BEFORE ME, the undersigned authority,

Don L. Burton, Jr. Trustee

do and for said County, Texas, on this day personally appeared

_____ is _____ subscribed to the foregoing instrument, and acknowledged to me that _____ accepted the same for the purposes and consideration therein expressed, and in the capacity therein _____

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, A.D. 19____

Mary Pittman

Notary Public, Robertson County, Texas

My Commission Expires June _____, 19____

THE STATE OF TEXAS
COUNTY OF HAYS
I, LYNN B. CLAYTON, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the within-
and foregoing instrument of writing with its Certificate of Acknowledgment, was filed for record in my office on the _____ day
of _____, A.D. 19____, at _____ o'clock _____ M., and duly recorded of the _____ day
of _____, A.D. 19____, at _____ o'clock _____ M., in the _____ book
of this County in Book Number _____, Page _____, Volume _____, Indorsement
_____ BY _____ AND _____ OF THE COUNTY COURT OF HAYS COUNTY, TEXAS, the date last above written.
I, _____, Clerk of the County Court within and for the County

-|| DOC# 396904

1215 205

AFFIDAVIT AND
TRANSFER OF INTEREST

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

WHEREAS, BEN L. PARTEN, JR. and wife, MARTHA J. PARTEN, are the owners of
two tracts of land more fully described as follows:

Approximately 345 acres of land, being all that certain tract or parcel of land lying and being situated in Hays County, Texas, being the residue of a 640.42 acre tract of land out of the Fanny A. D. Darden Survey, Lamar Moore Survey, and the S. J. Whatley League therein; and being the same property described and conveyed in deed from Thomas T. Smith, Trustee, to G. H. Ingram, dated December 6, 1966, recorded in Vol. 219, page 13 et seq. of the Deed Records of Hays County, Texas; and being the same property described and conveyed in deed from G. H. Ingram to Ben L. Parten, Jr., Trustee, recorded in Volume 304, page 624 et seq. of the Deed Records of Hays County, Texas; and being the same property described and conveyed in deed from Ben L. Parten, Jr., Trustee, to Ben L. Parten, Jr. and wife, Martha J. Parten, recorded in Volume 304, page 854 et seq. of the Deed Records of Hays County, Texas.

A 186.34 acre tract of land located in Hays County, Texas, out of the Lamar Moore Survey and the S. J. Whatley League, being the same property described and conveyed in deed from Thomas R. Sawyer to Ben L. Parten, Jr. and wife, Martha J. Parten, and Mary Wiley Parten, dated September 9, 1979, recorded in Vol. 331, page 398 et seq. of the Deed Records of Hays County, Texas.

and,

WHEREAS, it is the desire of BEN L. PARTEN, JR. and wife, MARTHA J. PARTEN, to equalize their ownership interest in all property set forth above to the extent it is not currently equal;

IT IS, THEREFORE, AGREED AS FOLLOWS:

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, if BEN L. PARTEN, JR.'s ownership in the

OFFICIAL PUBLIC RECORDS
Hays County, Texas

1215 206

above described real property exceeds the ownership of MARTHA J. PARTEN, BEN L. PARTEN, JR. does hereby GRANT, SELL and CONVEY to MARTHA J. PARTEN an undivided interest in each of the above described tracts equal to the ownership interest required to equalize the ownership of BEN L. PARTEN, JR. and MARTHA J. PARTEN.

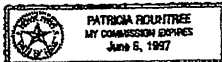
For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, if MARTHA J. PARTEN's ownership in the above described real property exceeds the ownership of BEN L. PARTEN, JR., MARTHA J. PARTEN does hereby GRANT, SELL and CONVEY to BEN L. PARTEN, JR. an undivided interest in each of the above described tracts equal to the ownership interest required to equalize the ownership of MARTHA J. PARTEN and BEN L. PARTEN, JR.

DATED this 20th day of February, 1996

BEN L. PARTEN, JR.
BEN L. PARTEN, JR.
MARTHA J. PARTEN
MARTHA J. PARTEN

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20th day of February, 1996, by BEN L. PARTEN, JR. and MARTHA J. PARTEN.



Patricia Rountree
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Mr. & Mrs. Ben L. Parten, Jr.
Route 63-16,000 R.R. 1826
Austin, TX 78737

PREPARED IN THE LAW OFFICES OF:

Mueller & Vacek, L.L.P.
P. O. Box 1845
Austin, TX 78767

-2-

Austin Data Inc. FA ADI10882 HY 396904.002

1995 207

Doc# 396904
 # Pages: 2
 Date : 03-25-1996
 Time : 04:18:04 P.M.
 Filed & Recorded in
 Official Records
 of Hays County, TX.
 MARGIE T VILLALPANDO
 COUNTY CLERK
 Rec. \$ 11.00

STATE OF TEXAS
 COUNTY OF HAYS
 I hereby certify that the foregoing is a true and correct copy of the original as the same appears on the records of the County Clerk of Hays County, Texas, at this day of March, 1996.

MAR 25 1996



Margie T Villalpando
 COUNTY CLERK
 HAYS COUNTY, TEXAS

Exhibit E

Assignment and Assumption Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into as of the ____ day of _____, _____, between _____, a _____ ("Assignor"), and _____, a _____ ("Assignee") (Assignor and Assignee are hereinafter sometimes collectively referred to as the "Parties" and singularly as a "Party").

RECITALS:

A. Assignor is the owner of the rights of the Owner under that certain "Agreement Concerning Creation and Operation of Springhollow Municipal Utility District" ((the "Agreement") dated effective as of _____, among Bill R. Hall, Trustee of the Martha J. Parten Trust created under the Will of Martha J. Parten probated in Hays County, Texas, and as Trustee of the Ben L. Parten, Jr. Trust created under the Will of Ben L. Parten, Jr. probated in Hays County, Texas, collectively and individually as Owner; the City of Dripping Springs, Texas, as the City, and Springhollow Municipal Utility District, as the District, relating to the creation and operation of the District, to the extent that the Agreement covers, affects, and relates to the lands described on Exhibit A attached to and made a part hereof of this Assignment for all purposes (the "Transferred Premises").

B. Assignor desires to assign certain of its rights under the Agreement as it relates to the Transferred Premises to Assignee, and Assignee desires to acquire such rights, on and subject to the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and obligations set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereby agree and act as follows:

1. **Certain Defined Terms.** Unless indicated otherwise herein, capitalized terms in this Assignment shall have the same respective meanings as are ascribed to them in the Agreement.

2. **Assignment.** Subject to all of the terms and conditions of this Assignment, Assignor hereby assigns all [or describe specifically assigned rights if partial] of its rights under the Agreement, insofar as the Agreement covers, affects, and relates to the Transferred Premises.

3. **Assumption.** Assignee hereby assumes all obligations of Assignor and any liability that may result from acts or omissions by Assignee under the Agreement as it relates to the Transferred Premises that may arise or accrue from and after the effective date of this Assignment. This Assignment does not release Assignor from any liability that resulted from an act or omission by Assignor that occurred prior to the effective date of this Assignment unless the City approves the release in writing.

4. **Governing Law and Venue.** THIS ASSIGNMENT MUST BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AS THEY APPLY TO CONTRACTS PERFORMED WITHIN THE STATE OF TEXAS AND WITHOUT REGARD TO ANY CHOICE OF LAW RULES OR PRINCIPLES TO THE CONTRARY. THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS PERFORMABLE IN HAYS COUNTY, TEXAS AND HEREBY SUBMIT TO THE JURISDICTION

OF THE COURTS OF HAYS COUNTY, TEXAS, AND HEREBY AGREE THAT ANY SUCH COURTS SHALL BE A PROPER FORUM FOR THE DETERMINATION OF ANY DISPUTE ARISING HEREUNDER.

5. **Counterpart/Facsimile Execution.** This Assignment has been prepared in multiple counterparts, each of which shall constitute an original hereof, and the execution of any one of such counterparts by any signatory shall have the same force and effect and shall be binding upon such signatory to the same extent as if the same counterpart were executed by all of the signatories. Facsimile copies of signatures may be appended hereto with the same force and effect as legally delivered original signatures.

6. **Notice to City.** A copy of this Assignment shall be provided to the City within fifteen (15) days after execution.

7. **Binding Effect.** This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignees and their respective heirs, personal representatives, successors, and assigns.

EXECUTED as of the day and year first above written.

ASSIGNOR:

[_____]

By: _____
 Printed Name: _____
 Title: _____
 ASSIGNEE:

[_____]

By: _____
 Printed Name: _____
 Title: _____

STATE OF TEXAS §
 §
 COUNTY OF _____ §

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 2007,
 by _____.

 Notary Public, State of Texas

STATE OF TEXAS

§

§

COUNTY OF _____

§

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 2007,
by _____.

Notary Public, State of Texas

[Add Acknowledgments as necessary]

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2026-R##

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS
 CONSENTING TO AND EXPRESSING NO OBJECTION TO THE ISSUANCE
 OF WATER, SEWER, AND DRAINAGE BONDS BY SPRINGHOLLOW
 MUNICIPAL UTILITY DISTRICT OF HAYS COUNTY IN A PRINCIPAL
 AMOUNT NOT TO EXCEED \$4,385,000; AND PROVIDING FOR AN
 EFFECTIVE DATE.

WHEREAS, Springhollow Municipal Utility District of Hays County (the District) is a municipal utility district, a body corporate and politic and governmental agency of the State of Texas, created under Article XVI, Section 59 of the Texas Constitution, and operating under Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, the City of Dripping Springs, Texas (the City), the District, and HM Parten Ranch Development, Inc. entered into that certain Agreement Concerning Creation and Operation of Springhollow Municipal Utility District, dated effective December 18, 2007, as subsequently assigned or amended (the Consent Agreement); and

WHEREAS, the Consent Agreement provides certain requirements and procedures applicable to the issuance of bonds by the District, including notice to the City, certifications to the City, and an opportunity for City review; and

WHEREAS, the District has provided notice to the City of the District's proposed Water, Sewer, and Drainage Bond Issue No. 6, in a principal amount not to exceed \$4,385,000 (the Bonds); and

WHEREAS, the District has represented that the proceeds of the Bonds will be used to reimburse previously unreimbursed water, wastewater, and drainage facilities in Parten Ranch Phase 8, impact fees for wholesale water capacity from West Travis County PUA, and costs of issuance and related eligible costs; and

WHEREAS, the District has certified to the City that the District is not in breach of any material provision of the Consent Agreement; and

WHEREAS, the District's financial advisor has certified to the City that the Bonds are being issued within the then-current economic feasibility guidelines established by the Texas Commission on Environmental Quality for districts issuing bonds for water, sewer, or drainage facilities in Hays County; and

WHEREAS, District counsel has clarified that \$4,385,000 is the final principal amount for the Bonds; and

WHEREAS, the District's financial advisor has confirmed that next year's projected tax rates are \$0.875 for debt service and \$0.125 for maintenance and operations, for a total District tax rate of \$1.00 per \$100 of taxable assessed valuation; and

WHEREAS, City Staff has reviewed the notice, financial advisor certification, engineering report, follow-up email confirmations, and related materials submitted to the City for the Bonds; and

WHEREAS, based on the materials provided to the City, the Bonds are proposed for purposes permitted under the Consent Agreement, and the District's debt-to-assessed-valuation ratio after issuance appears to remain below the limitation stated in the Consent Agreement; and

WHEREAS, the City Council desires to consent to and express no objection to the District's issuance of the Bonds, subject to the terms of this Resolution and the continued accuracy of the District's representations and certifications.

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

1. **Finding of Fact:** The above and foregoing recitals are hereby found to be true and correct and are incorporated as finding of fact.
2. **Consent and No Objection.** Subject to the continued accuracy of the District's representations and certifications provided to the City, the City Council hereby consents to / expresses no objection to the issuance by Springhollow Municipal Utility District of Hays County of its Water, Sewer, and Drainage Bond Issue No. 6 in a principal amount not to exceed \$4,385,000.
3. **Purpose of Bonds.** The City's consent and no objection is based on the District's representation that the Bonds will be used for reimbursement of eligible water, wastewater, drainage, wholesale water capacity, costs of issuance, and related eligible costs associated with the District and the Parten Ranch development, as described in the materials submitted to the City.
4. **No City Debt or Obligation.** The Bonds shall be obligations solely of the District. The City shall not be responsible for payment of the Bonds, and nothing in this Resolution shall be construed as creating any debt, liability, or financial obligation of the City with respect to the Bonds.
5. **Consent Agreement Preserved.** Nothing in this Resolution waives, modifies, amends, or limits any provision of the Consent Agreement. The City's consent / no objection is based on the information submitted to the City and the District's certifications and representations, and is subject to continued compliance with the Consent Agreement and applicable law.
6. **Further Actions.** The Mayor, City Administrator, City Secretary, and City Staff are authorized to take such actions and execute such documents as are reasonably necessary to carry out the intent of this Resolution.
7. **Effective Date:** The resolution shall be effective from and after its approval and passage.

- 8. Meeting:** The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED AND APPROVED this, the ____ day of _____, 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:

Diana Boone, City Secretary



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

Submitted By: Gray Lahrman, Utilities Director

Council Meeting Date: 07/21/2026

Agenda Item Wording: Discussion and possible action regarding a First Amended and Restated Wastewater Facilities Agreement between the City of Dripping Springs and Cuncashca, LLC for City wastewater infrastructure improvements, including utility easements, temporary construction access, continued use and abandonment of existing drip fields, recognition of existing wastewater LUE rights, and a limited tree baseline adjustment for protected standard trees removed within the easement area for the City project.

Agenda Item Requestor: Gray Lahrman

Summary/Background: Due to delays in starting construction, expiration of the Temporary Construction Easement, and addition of a Tree Removal Credit Agreement, an amendment to the 2023 Wastewater Facilities Agreement will need to be made. During these negotiations, Cuncashca LLC has requested revisions to the agreement. Triggers for abandonment of the drip field exchange land, fencing requirements and extension of the temporary construction easement language encompass most of the modifications made to original agreement.

Lastly, the Temporary Construction Easement will be updated during this time allowing for equipment storage, staging and construction areas during the installation process of the South Collector. No changes were made to the easement language. This agreement is to now be effective until August 3, 2026.

**Commission
Recommendations:**

**Recommended
Council Actions:** City Staff recommends the Council accept the terms of the agreement and authorize the City Administrator to execute Agreement.

Attachments: Original Compared to Final version of Restated Wastewater Facilities Agreement
 Final Amended and Restated Wastewater Facilities Agreement

Next Steps/Schedule: Approve Tree Removal Credit Agreement.
Execute agreement with Cuncashca LLC and begin construction on South Collector Project.

FIRST AMENDED AND RESTATED WASTEWATER FACILITIES AGREEMENT

This First Amended and Restated Wastewater Facilities Agreement (the “Agreement”) is entered into by and between Cuncashca, LLC, a Texas limited liability company (“Cuncashca”) and the City of Dripping Springs, a general law city of Hays County, Texas (“City”).

RECITALS

- A. Cuncashca and City executed a Wastewater Facilities Agreement with an effective date of April 18, 2023 (the “2023 Agreement”). Cuncashca and City now desire to amend and restate the 2023 Agreement as set forth in this Agreement.
- B. Cuncashca is the owner of the land identified on Exhibit “A” attached hereto (the “Cuncashca Property”). For purposes of this Agreement, “Cuncashca Property” is only that land identified on Exhibit “A.”
- C. City desires that Cuncashca grant City exclusive easements (together, the “Easement”) within the Cuncashca Property for the sole purposes of installing, constructing, operating, maintaining, upgrading, repairing, removing and replacing underground water, sanitary sewer lines, treated effluent lines, and related appurtenances. A map generally showing the Easement is attached hereto at Exhibit “B”. The Easement documents to be executed (which includes both Permanent Easements and Temporary Construction Easements) are attached hereto at Exhibit “C”. Cuncashca is willing to grant the Easement for the consideration set-forth in this Agreement. The Permanent and Temporary Construction easements will be provided to City at no cost to City.
- D. City desired to acquire approximately 6.79 acres of land in fee simple currently owned by Cuncashca so that City may construct a treated effluent pond south of its existing wastewater treatment plant (hereafter the land sought by City shall be referred to as the “Cuncashca Exchange Land”). A map of the Cuncashca Exchange Land is attached at Exhibit “D”. The special warranty deed to be executed to convey the Cuncashca Exchange Land is attached at Exhibit “E”. Cuncashca desired to acquire approximately 6.79 acres of land currently owned by City (hereafter the land sought to be acquired by Cuncashca shall be referred to as the “City Exchange Land”). A map of the City Exchange Land is attached at Exhibit “F”. The special warranty deed to be executed to convey the City Exchange Land is attached at Exhibit “G”. This exchange has already occurred.

AGREEMENT

In consideration of the mutual covenants and obligations hereinafter described, which consideration is deemed sufficient, Cuncashca and City agree that this Agreement replaces the 2023 Agreement in its entirety and agree as follows:

1. Cuncashca agrees as follows:

- a. The parties acknowledge and agree that Cuncashca has already executed and delivered to City the Easement documents attached at Exhibit “C”. Within 30 days after the Effective Date of this Agreement (as defined below), Cuncashca will re-execute and re-deliver new Temporary Construction Easements (as shown in Part 3, Part 4, and Part 5 of Exhibit C). Further, Cuncashca agrees to the field location of a two Temporary Construction staging easements areas generally shown on the Exhibit “C-1”. The parties acknowledge and agree that Cuncashca has already executed and delivered to the City the special warranty deed attached at Exhibit “E”.
 - b. Cuncashca agrees to allow City to continue to use the existing drip fields within the boundary of the land acquired by Cuncashca in accordance with paragraph 4 of this Agreement.
 - c. Subject to the terms of the Temporary Easements, to allow City and the contractors of City facilities temporary access to the most proximate existing ranch roads during construction of the East Interceptor and South Collector.
 - d. Subject to the terms of both the Temporary and Permanent Easements, to allow, as reasonably necessary, City and contractors of City facilities to access such easements on the Cuncashca Property through the new or relocated Charro Ranch/Cuncashca entrance gate on FM 150 so long as H. L. Burns or any entity related to H.L. Burns controls or owns the Cuncashca Property. A fully permitted and recognized new entrance is to be authorized by TX DOT. Documents from the highway regulator affirming authorization to install a longer term access for city equipment inspecting or maintaining the easement once the infrastructure has become ‘operational’ shall be delivered in advance of any pioneering efforts to access any Easement Included with this amendment.
 - e. Within 30 days of the Effective Date of this Agreement, Cuncashca will return to the City \$10,000 with 7% annual interest that was originally paid by the City to assist in relocating the Charro Ranch/Cuncashca entrance gate on FM 150. Check will be made out to the City of Dripping Springs **Utility Fund**.
 - e. Cuncashca will install a new cattle guard in a location that satisfies its own security and controls while working with the City and its vendors to locate/install/secure and operate a new temporary gate off the laydown but prior to the most proximate road.
2. City agrees as follows:
- a. To allow Cuncashca, its heirs and assigns access to the treated water line within this upon service level availability per the city’s water balance for 210 water disposal.

- b. Section 4 below, the location of such access to be determined by the mutual agreement of the parties at such time as such use is permitted. Access means, subject to prior contractual arrangements between City and third parties and in accordance with the City's reclaimed water requirements, the ability to connect and obtain service of the utility and water.
- c. The parties acknowledge and agree that simultaneously with the time of receiving the executed special warranty deed attached at Exhibit "E", the City delivered an executed special warranty deed for City Exchange Land, which is attached at Exhibit "G". The warranty deed clearly affirms that land exchanged will be released free and clear of any special provisions that run with the exchanged land due to any defect resulting from its prior legally permitted use as a treated effluent land disposal field.
- d. To take all reasonable steps and instruct contractors of City facilities to take steps to prevent cattle escaping the Cuncashca Property during City's construction activities. City further agrees that it will, within seven business days after the discovery of damage by City or after City's receipt of notification thereof by Cuncashca, replace any damaged Buried/Surface Services (as defined herein) within the easements or damaged as a result of City's actions under this Agreement, including proximate to any roadways used by City, its employees, agents or contractors. For purposes hereof, the term "Buried/Surface Services" means all water, sewer, electrical, communications equipment or infrastructure, wells, fencing, posts, gates, locks, gaps, cattleguards, valves, pipes, headers, outlets, splits, T's, etc. situated on the Cuncashca Property. City will take all reasonable efforts to avoid adverse impact to any Buried/Surface Services. If the City determines it necessary to relocate any Buried Surface Services situated in any easement area, the City may relocate such item(s), provided that (i) there is no interruption in the service provided by such items(s) other than temporary interruptions required to effectuate such relocation, and (ii) the City provides Cuncashca with a survey or other geo-referenced drawing of the location of any relocated item(s).
- e. The City agrees to restrict its work hours to 8am-5pm on Monday – Friday unless an agreement in writing has been obtained by City from Cuncashca.
- f. The City agrees that temporary and permanent easements should be clearly marked on engineering level documents and turnover as-built surveys but does not require monuments, signs, placards or public notice unless the section closest to the easement is developed.
- g. The City agrees that if fuel is stored onsite during the project, the City will utilize double lined petroleum storage tanks with spill control.
- h. With respect to perimeter fencing of boundary for the Cuncashca Property or any interior fencing within the Cuncashca Property, any damaged fencing must

be replaced immediately upon observation by City, its vendors, staff and associated contractors or after notice thereof from Cuncashca. Immediate means as fast as reasonably feasible after City's knowledge of damage. Cattle escaping the Cuncashca Property through fencing damaged, removed, or pending replacement shall be recovered by City, at its sole expense and risk, and shall cause the cattle to be returned to the interior of the Cuncashca Property.

- i. The parties acknowledge and agree that City paid \$10,000.00 to Cuncashca to assist in relocating the existing Charro Ranch/Cuncashca entrance gate on FM 150. Notwithstanding, the Parties now agree that the existing main gate and entrance is to stay in place and not be removed or relocated. This gate is not to be used as an entrance or access point for any construction or other activities related to the construction or maintenance of the infrastructure. No alterations will be made to this gate/structure and is to remain protected during the project. The access to the laydown area off TXDOT ROW will be used for access during construction. The only time that the east and west gates will be used are when the work needs to be performed in this area to cross and within 100 linear feet into the easement. After this work has been performed gate will be locked and controlled by LLC or fencing will be returned to existing condition. The City must obtain all necessary TxDOT permits and approvals therefor, on behalf of Cuncashca. The following provisions apply to access for the duration of the Temporary Construction Easement:
 - With respect to the gate at east end of the right of way ("RoW"), the City may may enter gate, but once inside RoW, the gate will be locked
 - Any gate installed by the City shall be designed to close securely and match existing quality or exceed same quality fencing and posting and stabilizing wire pressure to maintain the integrity of the fence.
 - The gate at the east end of the RoW will be locked by Cunashca and controlled by Cuncashca. Cuncashca will cooperate and work in good faith to provide City with reasonable access.
 - When the City issues a substantial competition notice to its contractor, the City will notify Cuncashca and within 60 days of receiving such notice, Cuncashca will inform City whether it desires to have the gates will be removed and/or fencing returned to original condition or whether Cuncashca desires to keep the gates and/or fencing remain as is. City will comply with such request within 180 days.
 - The Parties will work together to resolve any access issues in good faith such that Cuncashca is not adversely affected in its business or in such a way as to harm the aesthetics of the property and the City will be able to accomplish the work that is contemplated.
 - With respect to parking:
 - (a) designated parking area will reside within the temporary construction easements as surveyed. Parking for construction will be in a designated location in temporary laydown area and will not impede landowners' access to property and facilities as well as emergency vehicles.

- (b) Any vehicles or equipment leaving designated parking area will need to have placards on windshields or affixed to all mobile equipment for any vehicle leaving the designated parking area.
 - (c) Placards or the company name shall be affixed to all vehicles and equipment that leave the Temporary Construction Easement and Staging areas. No unmarked vehicles will travel on closest proximate road without being identified with its company name or a placard.
- j. City, promptly after departure from the Temporary Easements, shall repair damaged surface and return the surface to a like for like condition.
- k. City will restrict the easements for utilities only. Notwithstanding the prior sentence, if the Cuncashca Property is developed in the future, City may allow walking paths, trails, or potable water lines on the Permanent Easement areas (i.e., not over any temporary roadway areas used during construction or any roadways used for the subsequent operation of the City facilities) pending any negotiated agreements with the ultimate developer of the Cuncashca Property.
- l. Neither City nor contractors of City facilities shall use the Permanent Easements as access to or from its wastewater facilities that are on land adjacent to the Cuncashca Property. For the avoidance of doubt, while the Permanent Easements may be used for maintenance and operations of the facilities that are in the Easement, the Easement is not to be used as a road or other path through Cuncashca Property to access City property. Notwithstanding this paragraph, Cuncashca will allow access for construction only through the Permanent Easements for City facilities at the wastewater treatment plant site, but such access shall terminate upon final construction of the storage pond, the south collector service line, and the wastewater treatment plant.
- m. City will implement oak wilt controls during any of its construction activities. If tree impacting, including stumpage (removal, replacement, trimming, cutting, pruning, etc.), is required to obtain access for equipment, or for any reason or purpose during the initial installation and subsequent operation phase of the utilities inside the Easement, then City will immediately (same day, same shift) cause its employees and agents to seal cut areas with pruning sealer. The organic matter cut (stumps, limbs, leaves, etc.) and lain inside or proximate to the Easement by City must be removed within 3 business days by City from any portion of Cuncashca Property and disposed off-site. City will provide 24-hours' prior notice of construction activities in any new section of the Easement so that Cuncashca representatives can observe oak wilt control activities and confirm the City's compliance therewith. City will contractually obligate contractors of City facilities to implement all such oak wilt controls.

- n. After construction, City will restore the existing ranch roads used by City and contractors of City facilities to their same or substantially similar condition as they were prior to the commencement of construction by the City, which shall be reasonably acceptable to Cuncashca and City. Any further access to the Cuncashca Property to enter upon the Permanent Easements after completion of the construction contemplated hereunder shall be subject to prior notification to Cuncashca or its successors and assigns, by means of phone call, text and/or email, as long as such contact information has been provided to City. This would include perpetual entry from FM 150 via the new TX Dot authorized permanent access in order for the city to fulfill the primary access gate as agreed. Said permanent gate once construction has concluded shall become the access to the LLC's easement. At this point in time the gate shall become a dual use gate in the future if the property is developed and requires a compliant highway department access off FM 150 (including as an expanded roadway with future access to FM150 from the LLC). Said dual use includes LLC and City access under the same controls until said time that public access is required to serve housing or commercial activities on the LLC's property. Notwithstanding and until that time, the gate to be built, permitted to TXDOT standard and will be held in contemplation for the eventual expansion of FM 150 and then shall become the primary easement access upon conclusion of construction.
- o. So long as H. L. Burns or any entity related to H.L. Burns controls or owns the Cuncashca Property, after the land exchange contemplated in this Agreement, Cuncashca may access City's roadway that is adjacent to the exchanged property. In the event development is contemplated to consider additional access to FM 150 the city will not deny the same access it's been granted while exchanged and under lease to the LLC in the future. Until or as long as the LLC ceases to perform agricultural activities including the movement of hay onto or off the exchanged land access to FM 150 cannot be denied the LLC. If this exchanged parcel is developed, the LLC may continue to obtain access to FM 150 for either agricultural or commercial purposes and that access shall not be denied.
- p. Within 12 months of the Effective Date of this Agreement, the City will install a suitable sewer connection at manhole near the residential home on the Cuncashca property using standard City of Austin details. As-builts of this service will be provided to Cuncashca upon complete construction of this service and shall be grandfathered in the event the city has designed it's own or another municipal tap for a standard connection at the time of said request by the LLC.
- q. City and its vendors shall install and maintain and arrange a suitable fencing that will allow Cuncashca the enjoyment and use of both Cuncashca and the vendor assigned to the City projects that require access to the site from FM 150 W.
- r. Upon successful awarding of contracts for the City projects, City will provide to Cuncashca the primary names of the Engineer of Record and Primary Surface

Supervisor at the vendor level (a person in a leadership role and who is likely to frequent the project work sites).

3. Concurrently with the Execution of this Agreement, the Parties are executing a Tree Removal Credit Agreement (“Tree Agreement”) that defines how trees will be handled in the easement areas that have been agreed to in this Agreement. The Tree Agreement is incorporated herein by reference.

4. Cuncashca agrees to allow City to continue to operate the City Exchange Land as a drip irrigation field for the City’s wastewater system on the City Exchange Land and Cuncashca will execute any document (if any) required by TCEQ to allow the City to continue to operate in accordance with this paragraph. At no point shall Cuncashca be legally obligated to perform any function required by TCEQ in order to release the drip field lands to Cuncashca from TCEQ or the City, as any such requirement shall be the sole responsibility of City. City will completely abandon the exchange portion of the irrigation field (at its cost) by December 31, 2031. On or before December 31, 2031 City will turn over the City Exchange Land “free and clear” of any encumbrance or regulatory burden that runs with the land as a result of its prior use as a regulated treated water disposal field and will notify Cuncashca by certified mail. For purposes of this Agreement, the phrase “completely abandon” the irrigation fields means the removal of all wastewater equipment and infrastructure (including, but not limited to sub-surface and surface drip irrigation headers, boxes, valve junctions, wiring and drip related piping and/or infrastructure supporting the drip field) and restoration of the surface of irrigation fields. Restoration of the surface of the irrigation fields shall be deemed accomplished when the grass has grown at least 1 ½” high with 90% coverage and no bare spots larger than 16 square feet exist. The topography shall match adjoining topography. City shall also follow the TCEQ rules for abandonment of the City Exchange Land as drip fields as set-forth at 30 Tex. Admin. Code § 222.163 (a current copy of such rules may be electronically accessed at [https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=30&pt=1&ch=222&rl=163](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=30&pt=1&ch=222&rl=163)). To the extent that closure of the City Exchange Land as drip fields results in the encumbrance of any restrictions against any specific activity on the property, City will use commercially reasonable efforts to have such restrictions removed as expeditiously as possible in advance of the delivery date back to Cuncashca. Until such time as the City Exchange Land has been turned over to Cuncashca as required hereunder, the City shall be responsible for the payment of any and all ad valorem taxes, assessments, levies, and fees, including the final tax payment due in 2032 for 2031’s use of the Exchange Land by the City that are assessed against or levied on the City Exchange Land by any taxing authority or other governmental entity.

5. City has previously entered into agreements with RPC Investments, Inc. H. L. Burns, and L.R. Hibberd concerning phase III wastewater deposits (all such agreements are attached at Exhibit “H”). Phase III is triggered by the construction and operation of the

facilities contemplated by the Amendment to TPDES Permit No. WQ0014488003, which the City contemplates submitting an application for in FY 2027. City acknowledges and agrees that 365 LUE Rights under these agreements have been assigned to and are currently held by Cuncashca and commit a total of 365 LUE Rights for the Cuncashca Property based on the terms set forth in such agreements. As further consideration for this Agreement, City agrees that no Reservation Fees will be charged for the 365 LUEs committed by the agreements at Exhibit “H” until the first day of the month after City has completely abandoned the irrigation fields and turned over the City Exchange Land in accordance with the terms of Section 4 above. For purposes hereof the term “Reservation Fee” means any fee charged by City prior to connection to hold or reserve capacity in the City’s wastewater system. When City offers to serve any portion of the Cuncashca Property in Phase III (as set forth in the agreements at Exhibit “H”, notwithstanding any provisions in such agreements concerning the timing of submitting a “Residential/Commercial Application for Wastewater Service” (hereinafter referred to as “Application”)), Cuncashca and its successors and assigns will have until December 31, 2038 to submit the Application and pay the connection fee in effect at the time of connection. Notwithstanding anything to the contrary in this Agreement, the City agrees that once Phase III wastewater service becomes available, Cuncashca shall be permitted to submit Applications for the use of its LUE Rights, including on the returned exchange land, of which Applications shall be processed by the City in a non-discriminatory manner.

6. The City has reserved 1 additional LUE and a constructed connection point for the structure near the main gate existing on Cuncashca’s property according to the field alignment of the anticipated service. Service for this LUE shall become available upon completion of the wastewater line to be constructed on the Cuncashca Exchange Land. To obtain service for that reserved LUE, Cuncashca will submit an Application, construct facilities needed to connect, and pay any required fees. An application for or service for the LUE contemplated by this paragraph does not trigger any obligations under paragraph 5 of this Agreement.
7. **ADDITIONAL FENCING PROVISIONS:** City will assure that contractors of City facilities will install temporary fencing to the extent necessary to keep livestock on the Cuncashca Property from leaving the premises or wandering from one internally fenced area to another. Wherever the Permanent Easements crosses a fence, City shall install a gate and replace/repair the remaining fence line where the crossing occurs. Cuncashca shall be responsible for any perimeter fencing around the City Exchange Land once completely abandoned in accordance with the terms of Section 4. City shall be responsible for any perimeter fencing around Cuncashca Exchange Land. If any party installs gates having locks that prevent such party from accessing property to which they are entitled to access, double locks (one from each party) shall be used such that both parties may obtain access.
8. **MEDIATION:** Should any dispute concerning this Agreement arise, parties will attempt in good faith to resolve such dispute through informal discussions. In the event that informal discussions do not resolve the issue, the dispute will be submitted to a mutually acceptable mediation service or provider as a condition precedent to filing suit

in a court of law. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction after mediation is complete.

9. **INSURANCE:** At all times during City's use of any portion or the Cuncashca Property, City shall indemnify and save Cuncashca harmless from any and all liability, damage, expense, cause of action, suits, claims or judgments for personal injury, death or property damage arising out of City's use of the Easement, including activities of City and its employees, agents, and contractors (and such agents' and contractors' respective employees and agents). City shall at all times maintain, or cause to be maintained general public liability insurance against claims for personal injury or death and property damage occasioned by any acts and occurring upon, in or on the Cuncashca Property, such coverage to have combined limits for bodily injury and property damage of not less than \$1,000,000.00 per occurrence, and not less than \$2,000,000.00 in the aggregate. Such general public liability insurance shall name Cuncashca, any lessee of Cuncashca, and any mortgagee of the Cuncashca Property or of such lessee's leasehold interest as additional insureds and shall contain the agreement by the insurer that the insurance cannot be terminated, modified or not renewed without thirty (30) days' prior written notice to Cuncashca, any such lessee, and any such mortgagees. City shall deliver to Cuncashca, any such lessee, and any such mortgagees a certificate issued by the insurance carrier evidencing such general public liability insurance within ten (10) days after request therefor.
10. If any provision of this Agreement shall be or become invalid, illegal, or unenforceable in any respect under applicable law the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.
11. The prevailing party in any suit brought to enforce this Agreement shall be entitled to recover reasonable attorney's fees and necessary disbursements in addition to any other awards.
12. All signatories represent and warrant that they have authority to execute this Agreement.
13. This agreement may be executed in counterparts.

Effective as of date executed by last party ("the Effective Date").

[REMAINDER OF PAGE BLANK, SIGNATURE PAGES FOLLOW]

AGREED:

CUNCASHCA, LLC,
a Texas limited liability company

By: _____

Name: H.L. Burns

Title: Manager

STATE OF TEXAS
COUNTY OF _____

This instrument was executed by H.L. Burns as the Manager of Cuncashca, LLC before me on this the ____ day of _____, 2026.

Notary Public, State of Texas

CITY OF DRIPPING SPRINGS, TEXAS

Attest:

Name:
City Secretary

By:_____
Bill Foulds, Jr.

Date:_____

STATE OF TEXAS
COUNTY OF _____

This instrument was executed by Bill Foulds, Jr. before me on this the ____ day of _____, 2026.

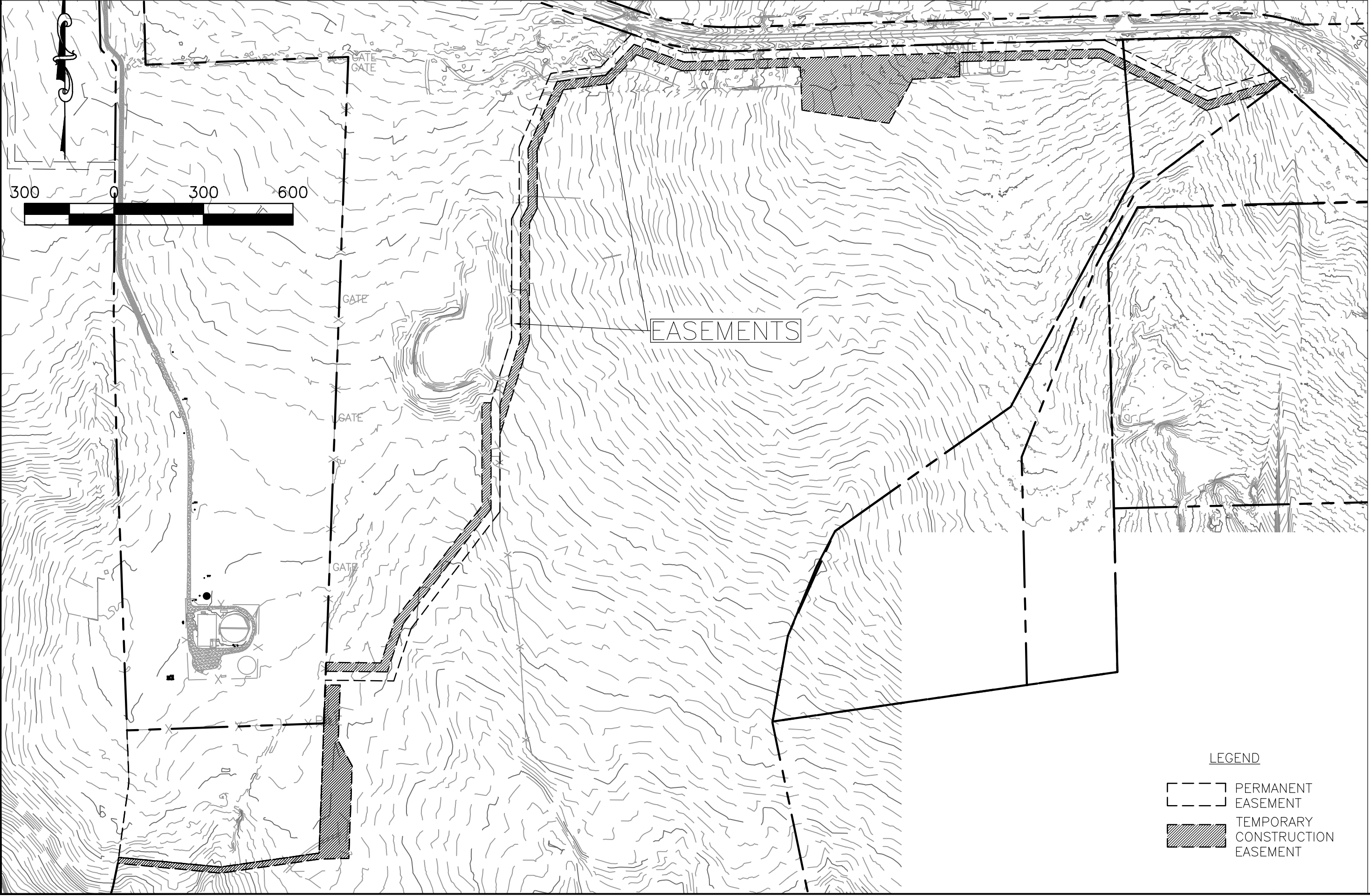
Notary Public, State of Texas

EXHIBIT A



Item 4.

EXHIBIT B



LEGEND

- PERMANENT EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT C

**Part 1 of
EXHIBIT C
(Parcel 27 Wastewater
Easement)**

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

WATER AND WASTEWATER EASEMENT
(CORPORATE - PARCEL 27)

Date: _____

Grantor: CUNCASHCA, LLC a Texas limited liability company

Grantor's Address: 2604 Hillview Road, Austin, Texas 78703

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

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

Property: An exclusive easement and right-of-way in, upon, over, under, along, through, and across the parcel of real property of Grantor ("Easement"), said Easement consisting of approximately 0.38 acres, more or less, and more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").

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

Permitted Encumbrances: All encumbrances and other matters of record in the Official Public Records of Hays County, Texas, to the extent they are validly existing and affect the Easement Tract.

GRANT OF EASEMENT:

CUNCASHCA, LLC, a Texas limited liability company ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("Grantee") the Easement in, upon, over, under, along, through, and across the Easement Tract TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the

Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of the improvements which are constructed and installed therein or thereon under the terms of this Easement.

Grantor, on behalf of Grantor and its successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same.

CHARACTER OF EASEMENT:

The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. The Easement is for the benefit of Grantee.

PURPOSE OF EASEMENT:

The Easement shall be used by Grantee for public wastewater and/or water utility purposes, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of public wastewater or water pipelines and related appurtenances, or making connections thereto ("Facilities"). The Easement shall also be used by Grantee for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.

Upon completion of construction, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, remove any temporary access roads and drainage facilities, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor.

Neither Grantee nor its contractors shall use the Easement as access to or from its wastewater facilities that are on land adjacent to the property upon which the Easement is located. For the avoidance of doubt, while the Easement may be used for maintenance and operations of the facilities that are in the Easement, the Easement is not to be used as a road or other path through to the property upon which the Easement is located to access adjacent property.

DURATION OF EASEMENT:

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

GRANTOR USE:

Grantor hereby retains surface use of the Easement Tract and the right to plant and maintain ground cover and grasses only. Subject to Grantee's prior written approval, which approval shall

not be unreasonably withheld or delayed, Grantor is granted the right by Grantee to install, maintain, and replace water and irrigation lines and similar infrastructure (both existing and future), so long as they do not interfere with the purpose of the easement or the Facilities. Grantor relinquishes the authority for planting or cultivation of bushes, trees or other living matter (except as specified herein), and building and maintaining any structures within the Easement Tract, and acknowledges that such uses are specifically prohibited. Grantor grants to Grantee the right to remove any living material or structures located within the Easement Tract, without Grantor recourse, to prevent interference with the operation or repairs to Grantee's facilities or use within the Easement Tract.

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

GRANTOR:

By: _____

Title: _____

STATE OF TEXAS

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§
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CORPORATE ACKNOWLEDGMENT

COUNTY OF _____

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 20__, by _____, on behalf of CUNCASHCA, LLC, a Texas limited liability company,

Notary Public In and For
The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

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

EXHIBIT “A”
EASEMENT TRACT



SAM, LLC

4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735

Ofc 512.447.0575 Fax 512.326.3029

info@sam.biz www.sam.biz TBPLS # 10064300

Item 4.

Parcel 27
Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
30 Foot Wide Water and Wastewater Easement
0.38 Acre (16,553 Square Foot)

PARCEL 27:

BEING A 0.38 ACRE, 30 FOOT WIDE WATER AND WASTEWATER EASEMENT, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 18.01 ACRE TRACT DESCRIBED IN A DEED TO CUNCASHCA, LLC, A TEXAS LIMITED LIABILITY COMPANY, AND RECORDED IN DOCUMENT NUMBER 20000362, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 0.38 ACRE 30 FOOT WIDE WATER AND WASTEWATER AND WASTEWATER BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "BYRN SURVEY" found for a northwest corner of said 18.01 acre tract, same being the northeast corner of a called 202.38 acre tract described in a deed as Tract 4 to Cuncashca, LLC, a Texas Limited Liability Company, and recorded in Document Number 20030036, (O.P.R.H.C.TX.);

THENCE S 04°34'45" E, with the common line of said 18.01 acre tract, and said Tract 4, a distance of 33.41 feet, to a calculated point on the said common line for the **POINT OF BEGINNING** of this 30 foot wide Water and Wastewater easement;

THENCE over and across said 18.01 acre tract, the following two (2) courses and distances:

- 1) S 63°50'12" E, a distance of 316.32 feet, to a calculated point, for an angle corner of this Water and Wastewater easement, and
- 2) N 72°59'51" E, a distance of 217.03 feet, to a calculated point on an east line of said 18.01 acre tract, and the southwest R.O.W. of F.M. Highway 150 (Variable Width R.O.W.) for an angle corner of this Water and Wastewater easement. From which a TXDOT Type 1 monument found on the northeast corner of said 18.01 acre tract, and a corner in the southwest R.O.W. of F.M. Highway 150 (Variable Width R.O.W.), bears N 47°28'21" W, a distance of 175.30 feet;

THENCE S 47°28'21" E, with the common line of said 18.01 acre tract, and said R.O.W. of F.M. Highway 150 (Variable Width R.O.W.), a distance of 34.81 feet, to a calculated point on the said common line, for an angle point of this 30 foot wide Water and Wastewater easement;



THENCE over and across said 18.01 acre tract, the following two (2) courses and distances:

- 1) S 72°59'51" W, a distance of 246.55 feet, to a calculated point for an angle point of this Water and Wastewater easement, and
- 2) N 63°50'12" W, a distance of 310.34 feet, to a calculated point on the common line of said 18.01 acre tract and said Tract 4, for an angle point of this Water and Wastewater easement,

THENCE N 04°34'45" W, with said common line, a distance of 34.91 feet, to the **POINT OF BEGINNING** and containing 0.38 acres, more or less.

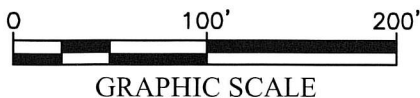
The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface in U.S. Survey Feet and may be converted to grid by multiplying the distance by a combined scale factor of 0.999870.

Neil Hines



Neil Hines
Registered Professional Land Surveyor
Texas Registration Number 5642

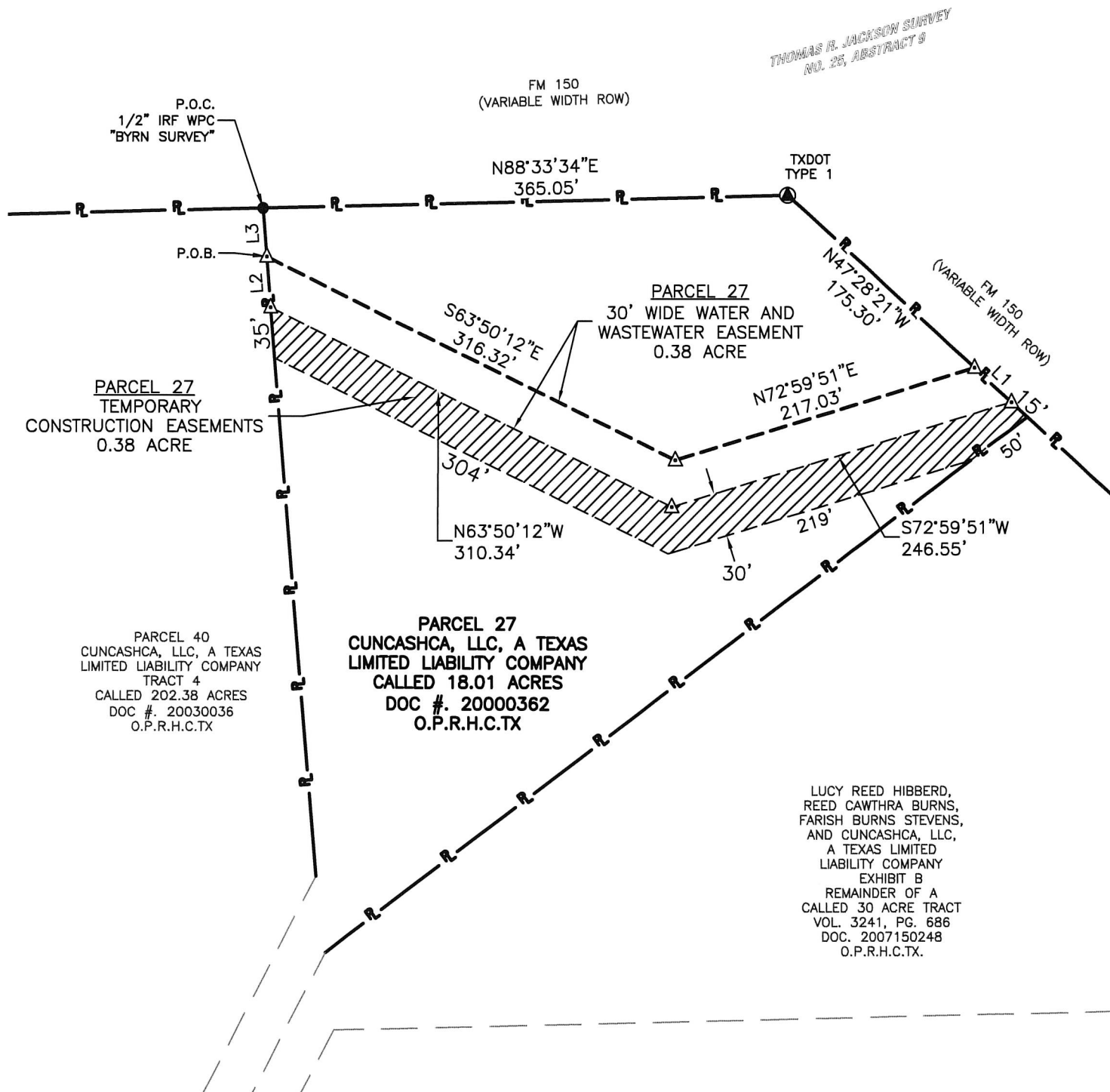
Date: 15 SEPTEMBER 2022



PARCEL 27
HAYS COUNTY, TEXAS

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

Item 4.



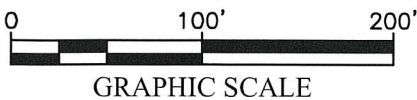
JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=100'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: 6/27/20



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 3



PARCEL 27
HAYS COUNTY, TEXAS

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

Item 4.



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S47°28'21"E	34.81'
L2	N04°34'45"W	34.91'
L3	S04°34'45"E	33.41'

LEGEND

	PARCEL LIMITS
	APPROXIMATE SURVEY LINE
	EXISTING ROAD
	ADJOINER PROPERTY
	FLYTIE
	IRON ROD FOUND (AS NOTED)
	CALCULATED POINT
	TXDOT TYPE I MONUMENT
	NAIL FOUND
	COTTON SPINDLE FOUND
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.O.C.	POINT OF COMMENCEMENT
	PERMANENT EASEMENT
	TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT AREA: 0.38 ACRES

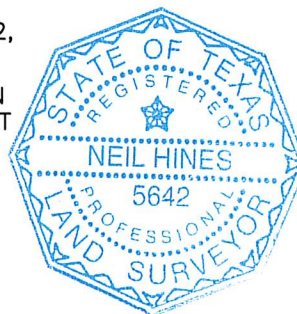
TEMPORARY CONSTRUCTION EASEMENT AREA: 0.38 ACRES

NOTES:

1. ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
2. RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1661-CR, EFFECTIVE DATE: MAY 25, 2022, ISSUED JUNE 6, 2022.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.

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

DATE



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=100'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 4

**Part 2 of
EXHIBIT C
(Parcel 40 Wastewater
Easement)**

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

WATER AND WASTEWATER EASEMENT
(CORPORATE - PARCEL 40)

Date: _____

Grantor: CUNCASHCA, LLC a Texas limited liability company

Grantor's Address: 2604 Hillview Road, Austin, Texas 78703

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

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

Property: An exclusive easement and right-of-way in, upon, over, under, along, through, and across the parcel of real property of Grantor ("Easement"), said Easement consisting of approximately 3.00 acres, more or less, and more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").

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

Permitted Encumbrances: All encumbrances and other matters of record in the Official Public Records of Hays County, Texas, to the extent they are validly existing and affect the Easement Tract.

GRANT OF EASEMENT:

CUNCASHCA, LLC, a Texas limited liability company ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("Grantee") the Easement in, upon, over, under, along, through, and across the Easement Tract TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the

Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of the improvements which are constructed and installed therein or thereon under the terms of this Easement.

Grantor, on behalf of Grantor and its successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same.

CHARACTER OF EASEMENT:

The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. The Easement is for the benefit of Grantee.

PURPOSE OF EASEMENT:

The Easement shall be used by Grantee for public wastewater and/or water utility purposes, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of public wastewater or water pipelines and related appurtenances, or making connections thereto ("Facilities"). The Easement shall also be used by Grantee for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.

Upon completion of construction, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, remove any temporary access roads and drainage facilities, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor.

Neither Grantee nor its contractors shall use the Easement as access to or from its wastewater facilities that are on land adjacent to the property upon which the Easement is located. For the avoidance of doubt, while the Easement may be used for maintenance and operations of the facilities that are in the Easement, the Easement is not to be used as a road or other path through to the property upon which the Easement is located to access adjacent property.

DURATION OF EASEMENT:

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

GRANTOR USE:

Grantor hereby retains surface use of the Easement Tract and the right to plant and maintain ground cover and grasses only. Subject to Grantee's prior written approval, which approval shall

not be unreasonably withheld or delayed, Grantor is granted the right by Grantee to install, maintain, and replace water and irrigation lines and similar infrastructure (both existing and future), so long as they do not interfere with the purpose of the easement or the Facilities. Grantor relinquishes the authority for planting or cultivation of bushes, trees or other living matter (except as specified herein), and building and maintaining any structures within the Easement Tract, and acknowledges that such uses are specifically prohibited. Grantor grants to Grantee the right to remove any living material or structures located within the Easement Tract, without Grantor recourse, to prevent interference with the operation or repairs to Grantee's facilities or use within the Easement Tract.

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

GRANTOR:

By: _____

Title: _____

STATE OF TEXAS

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§
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CORPORATE ACKNOWLEDGMENT

COUNTY OF _____

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 20__, by _____, on behalf of CUNCASHCA, LLC, a Texas limited liability company,

Notary Public In and For
The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

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

EXHIBIT “A”
EASEMENT TRACT



SAM, LLC

4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735

Ofc 512.447.0575 Fax 512.326.3029

info@sam.biz www.sam.biz TBPLS # 10064300

Item 4.

Parcel 40
Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
30 Foot Wide Water and Wastewater Easement
3.00 Acre (130,486 Square Foot)

PARCEL 40:

BEING A 3.00 ACRE, 30 FOOT WIDE WATER AND WASTEWATER EASEMENT, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 202.38 ACRE TRACT (TRACT 4) AND 15.65 ACRE TRACT (TRACT 3) DESCRIBED IN A DEED TO CUNCASHCA, LLC, A TEXAS LIMITED LIABILITY COMPANY AND RECORDED IN DOCUMENT NUMBER 20030036, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 3.00 ACRE 30 FOOT WIDE WATER AND WASTEWATER EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "BYRN SURVEY" found for a northeast corner of said Tract 4, same being the northwest corner of a called 18.01 acre tract, described in a deed to Cuncashca, LLC, a Texas Limited Liability Company, recorded in Document Number 20000362, O.P.R.H.C.TX., and on the south R.O.W. line of F.M. Highway 150 (Variable Width R.O.W.);

THENCE S 04°34'45" E, with the common line of said Tract 4 and said 18.01 acre tract, a distance of 33.41 feet, to a calculated point on the said common line for the **POINT OF BEGINNING** of this 30 foot wide Water and Wastewater easement;

THENCE S 04°34'45" E, with the said common line, a distance of 34.91 feet, to a calculated point on the said common line for an angle corner of this 30 foot wide Water and Wastewater easement;

THENCE over and across said Tracts 3 and 4, the following sixteen (16) courses and distances:

- 1) N 63°50'12" W, a distance of 82.47 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 2) S 88°33'34" W, a distance of 446.30 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 3) S 88°06'36" W, a distance of 745.01 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 4) S 88°06'34" W, a distance of 212.06 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 5) N 70°43'25" W, a distance of 176.57 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,



- 6) S 42°56'54" W, a distance of 140.46 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,
- 7) S 82°22'08" W, a distance of 163.71 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 8) S 23°24'36" W, a distance of 244.46 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 9) S 00°04'02" E, a distance of 193.76 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 10) S 27°38'27" W, a distance of 54.53 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,
- 11) S 00°06'46" W, a distance of 397.14 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 12) S 17°23'20" W, a distance of 228.12 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 13) S 00°04'22" W, a distance of 360.63 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 14) S 37°20'52" W, a distance of 490.37 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,
- 15) S 18°13'05" W, a distance of 186.32 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 16) N 89°24'01" W, a distance of 229.08 feet, to a calculated point on the west line of said 202.38 acre tract for an angle corner of this Water and Wastewater easement. From which a 1/2-inch iron rod found at an interior corner of said Tract 4, same being on the east line of a called 40.58 acre tract, described in a deed to the City of Dripping Springs, recorded in Volume 2282, Page 847, (O.P.R.H.C.TX.), bears S 02°05'48" W, a distance of 144.86 feet;

THENCE N 02°05'48" E, with the common line of said Tract 4 and said 40.58 acre tract, a distance of 30.01 feet, to a calculated point on the said common line, for an angle point of this 30 foot wide Water and Wastewater easement;

THENCE over and across said Tracts 3 and 4, the following eleven (11) courses and distances:

- 1) S 89°24'01" E, a distance of 206.34 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 2) N 18°13'05" E, a distance of 169.43 feet, to a calculated point for an angle point of this Water and Wastewater easement,



- 3) N 37°20'52" E, a distance of 485.31 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 4) N 00°04'22" E, a distance of 355.08 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 5) N 17°23'20" E, a distance of 228.13 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 6) N 00°06'46" E, a distance of 399.93 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,
- 7) N 27°38'27" E, a distance of 54.48 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 8) N 00°04'02" W, a distance of 192.59 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 9) N 23°24'36" E, a distance of 267.65 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 10) N 82°22'08" E, a distance of 169.92 feet, to a calculated point for an angle corner of this Water and Wastewater easement,
- 11) N 42°56'54" E, a distance of 149.45 feet, to a calculated point on the northeast line of Tract 3 and the south R.O.W. line of F.M. Highway 150 (variable width R.O.W.), for an angle point of this Water and Wastewater easement, from which a TXDOT Type 1 monument found on the common line of said Tract 3 and F.M. Highway R.O.W. (variable width R.O.W.), bears S 70°58'23" E, a distance of 10.50 feet;

THENCE S 70°43'25" E, departing said northeast line of Tract 3, over and across Tract 4, a distance of 190.83 feet, to a calculated point of this Water and Wastewater easement;

THENCE N 88°06'34" E, over and across Tract 4, passing at a distance of 187.97 feet a TXDOT Type 1 monument found on the north line of said Tract 4 and the south R.O.W. line of F.M. Highway R.O.W. (variable width R.O.W.), continuing with the common line of said Tract 4 and south line of F.M. Highway 150 (variable width R.O.W.), for a total distance of 206.12 feet to a point on the north line of said common line for an angle point of this 30 foot wide Water and Wastewater easement;

THENCE N 88°06'36" E continuing with common line of said Tract 4 and south line of F.M. Highway 150 (variable width R.O.W.), a distance of 745.13 feet, to a calculated point on said common line for an angle point of this Water and Wastewater easement,

THENCE N 88°33'34" E continuing with common line of said Tract 4 and south line of F.M. Highway 150 (variable width R.O.W.), a distance of 453.79 feet, to a calculated point on said common line for an angle point of this Water and Wastewater easement,



THENCE S 63°50'12" E, over and across said Tract 4, a distance of 72.00 feet, to the **POINT OF BEGINNING** and containing 3.00 acres, more or less.

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

Neil Hines



Neil Hines
Registered Professional Land Surveyor
Texas Registration Number 5642

Date: 8 September 2022



PARCEL 40
HAYS COUNTY, TEXAS

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

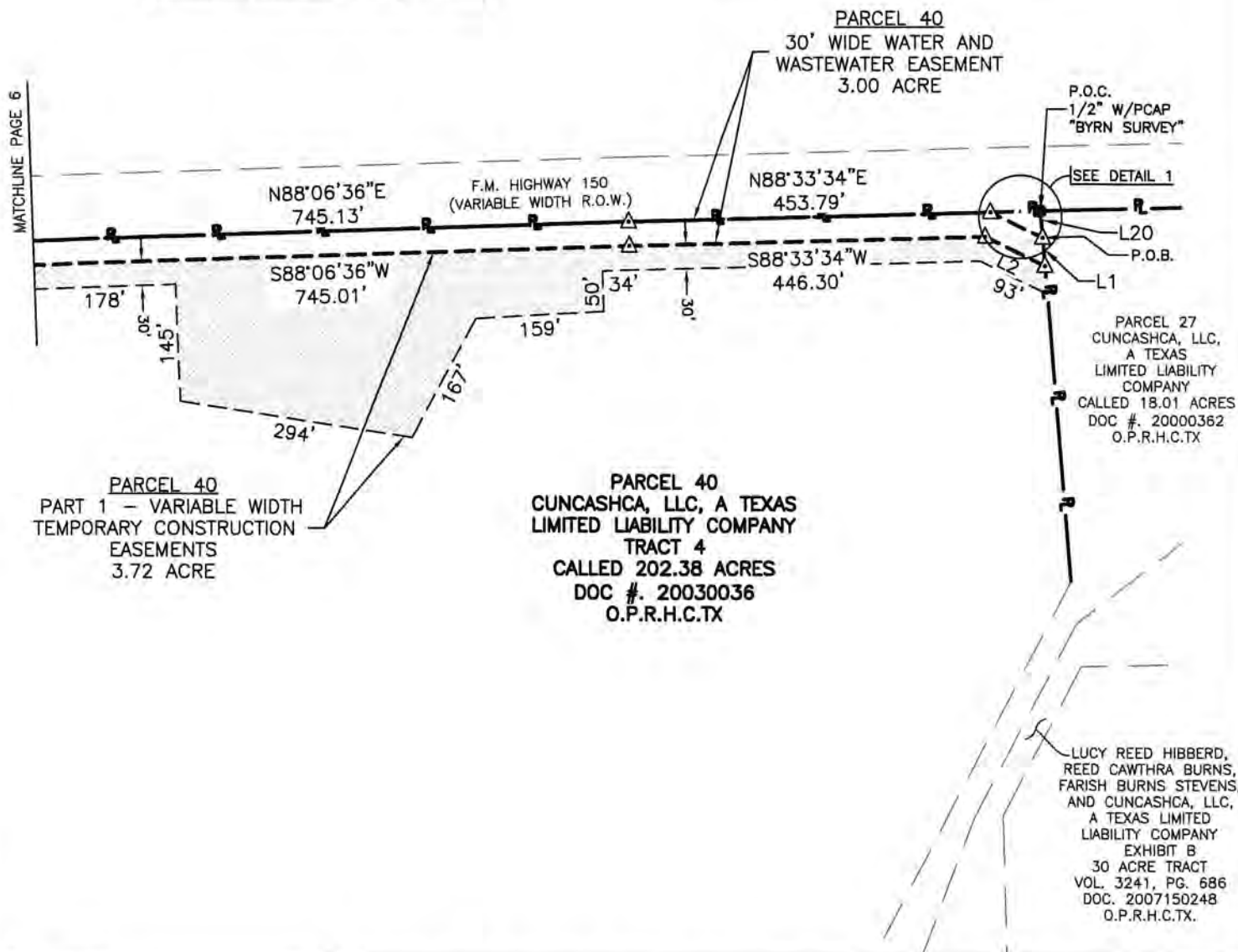
Item 4.



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S04°34'45"E	34.91'
L2	N63°50'12"W	82.47'
L19	S63°50'12"E	72.00'
L20	N04°34'45"W	33.41'

THOMAS R. JACKSON SURVEY
NO. 25, ABSTRACT 9

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR



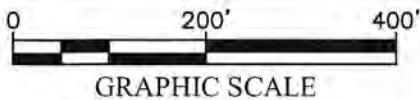
JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=200'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575

PROJECT: WATER & WASTEWATER ESMT.
CITY OF DRIPPING SPRINGS

SHEET 5



PARCEL 40
HAYS COUNTY, TEXAS

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

Item 4.



THOMAS R. JACKSON SURVEY
NO. 25, ABSTRACT 9

CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 3
CALLED 15.65 ACRES
DOC #. 20030036
O.P.R.H.C.TX

P.O.R.
TXDOT TYPE 1

P.O.R.
TXDOT TYPE 1

MATCHLINE PAGE 5

SEE DETAIL 2

N82°22'08"E 169.92'
L3 163'
L4 132'
L5 157'
L6 221'
L7 195'
L8 55'
L9 30'

PARCEL 40
PART 1 - VARIABLE WIDTH
TEMPORARY CONSTRUCTION
EASEMENTS
3.72 ACRE

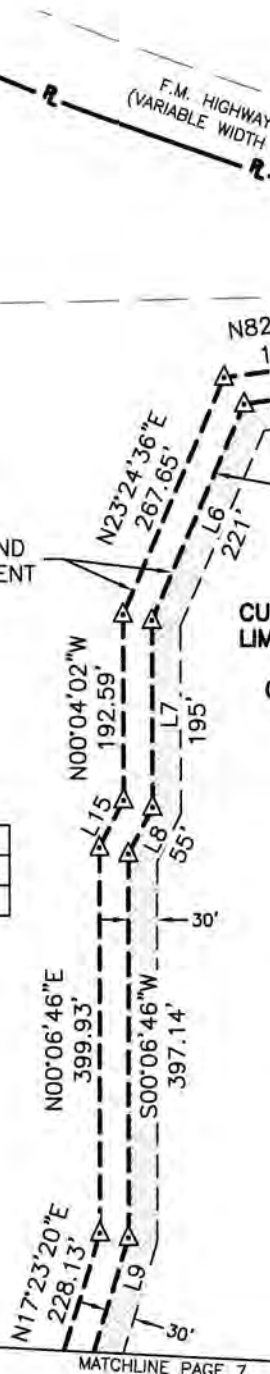
PARCEL 40
30' WIDE WATER AND
WASTEWATER EASEMENT
3.00 ACRE

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

LINE TABLE

NUMBER	DIRECTION	LENGTH
L3	N70°43'25"W	176.57'
L4	S42°56'54"W	140.46'
L5	S82°22'08"W	163.71'
L6	S23°24'36"W	244.46'
L7	S00°04'02"E	193.76'
L8	S27°38'27"W	54.53'
L9	S17°23'20"W	228.12'
L15	N27°38'27"E	54.48'
L16	N42°56'54"E	149.45'
L17	S70°43'25"E	190.83'
L18	N88°06'34"E	206.12'

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR



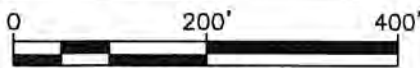
JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=200'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: B. BARCEL 40



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 6



GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

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

Item 4.



THOMAS R. JACKSON SURVEY
NO. 25, ABSTRACT 9

MATCHLINE PAGE 6

PARCEL 40
VARIABLE WIDTH TEMPORARY
CONSTRUCTION EASEMENT
3.72 ACRE

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

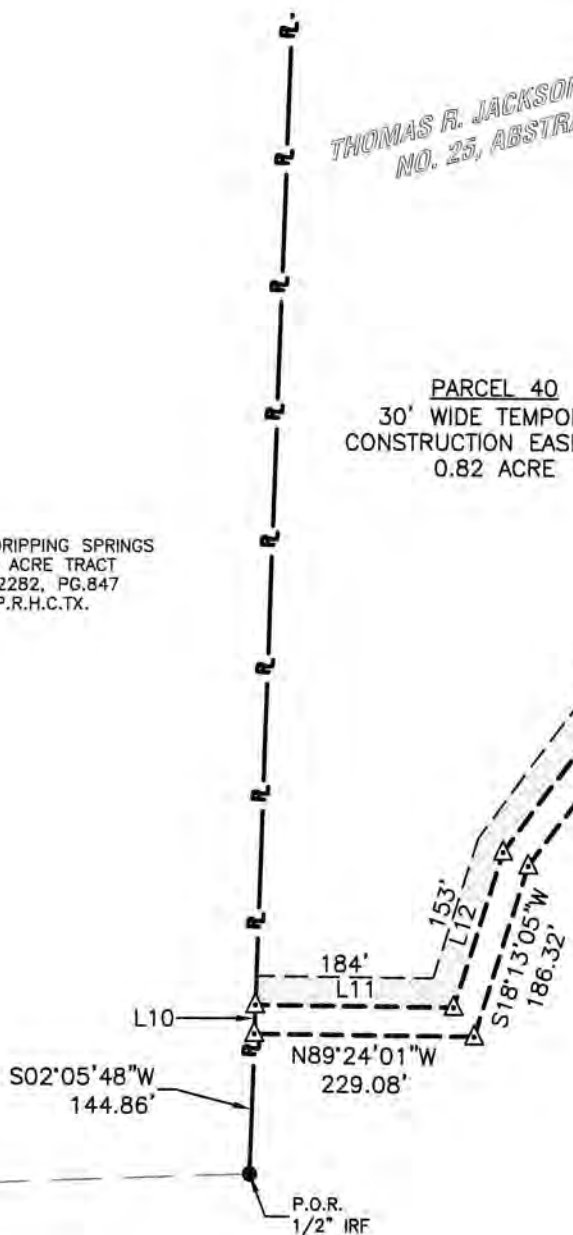
PARCEL 40
30' WIDE TEMPORARY
CONSTRUCTION EASEMENT
0.82 ACRE

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR

CITY OF DRIPPING SPRINGS
40.58 ACRE TRACT
VOL. 2282, PG. 847
O.P.R.H.C.TX.

PARCEL 40
30' WIDE WATER AND
WASTEWATER EASEMENT
3.00 ACRE

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L10	N02°05'48"E	30.01'
L11	S89°24'01"E	206.34'
L12	N18°13'05"E	169.43'
L13	N37°20'52"E	485.31'
L14	N00°04'22"E	355.08'



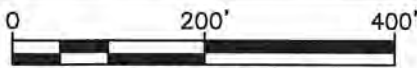
JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1:200
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 7



GRAPHIC SCALE

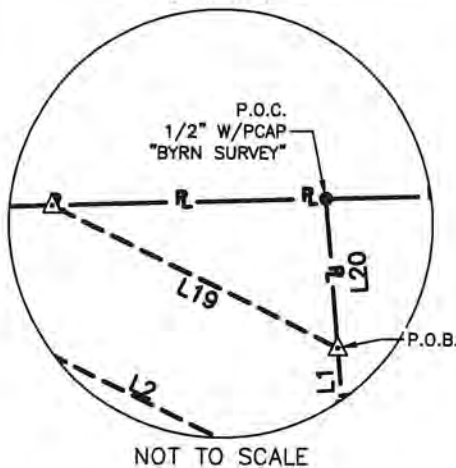
PARCEL 40
HAYS COUNTY, TEXAS

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

Item 4.

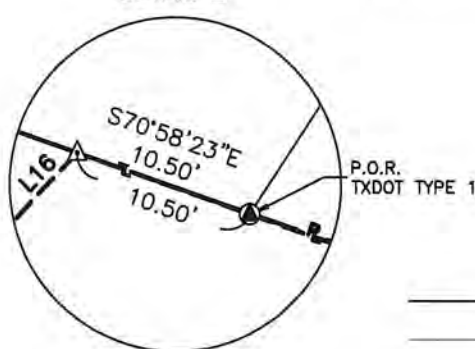
N

DETAIL 1



NOT TO SCALE

DETAIL 2



NOT TO SCALE

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR

LEGEND

	PARCEL LIMITS
	APPROXIMATE SURVEY LINE
	EXISTING ROAD
	ADJOINER PROPERTY
	FLYTIE
	IRON ROD FOUND (AS NOTED)
	CALCULATED POINT
	TXDOT TYPE I MONUMENT
	NAIL FOUND
	COTTON SPINDLE FOUND
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.O.C.	POINT OF COMMENCEMENT
	PERMANENT EASEMENT
	TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT AREA: 3.00 ACRES

PART 1 - VARIABLE WIDTH
TEMPORARY CONSTRUCTION EASEMENT AREA: 3.72 ACRES

PART 2 - 30' WIDE
TEMPORARY CONSTRUCTION EASEMENT AREA: 0.82 ACRES

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 4.54 ACRES

NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1667-CR, EFFECTIVE DATE: MAY 25, 2022, ISSUED JUNE 6, 2022.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.

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

DATE



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1:200
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575

PROJECT: SANITARY SEWER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 8

Part 3 of
EXHIBIT C
(Parcel 27 Temporary
Construction Easement)

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

TEMPORARY CONSTRUCTION EASEMENT
(CORPORATE – PARCEL 27)

Date: _____

Grantor: CUNCASHCA, LLC, a Texas limited liability company

Grantor's Address: 2604 Hillview Road, Austin, Texas 78703

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

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

Property: An exclusive approximately 0.38 acre temporary easement and right-of-way ("Easement") in, upon, across, over, along and through the parcel of real property of Grantor which is more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").

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

Permitted Encumbrances: All encumbrances and other matters of record in the Official Public Records of Hays County, Texas, to the extent they are validly existing and affect the Easement Tract.

GRANT OF EASEMENT:

CUNCASHCA, LLC, a Texas limited liability company ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("Grantee") the Easement in, upon, across, over, along and through the Easement Tract TO HAVE AND TO HOLD the same for the Duration to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or

any part thereof, for the purpose of construction of the City of Dripping Springs wastewater system improvements Texas Water Development Board Project No. 73819.

Grantor, on behalf of Grantor and his/her heirs, legal representatives, successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same for the Duration of the Easement.

CHARACTER OF EASEMENT:

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

PURPOSE OF EASEMENT:

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

Neither Grantee nor its contractors shall use the Easement as access to or from its wastewater facilities that are on land adjacent to the property upon which the Easement is located. For the avoidance of doubt, while the Easement may be used for maintenance and operations of the facilities that are in the Easement, the Easement is not to be used as a road or other path through to the property upon which the Easement is located to access adjacent property.

DURATION OF EASEMENT:

This Easement is temporary, and will become effective from the date of execution of the Easement and continuing for three (3) years, when it will terminate, unless extended in writing by Grantor prior to expiration ("Duration").

USE OF EASEMENT:

Prior to the start of construction, Grantee agrees to install any temporary barriers required by its Federal or State permits to prevent loss of disturbed soil. Prior to termination of the easement, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor. The termination of this Temporary Construction Easement shall not, in any way, cancel, terminate, reduce, or diminish any permanent easements granted by Grantor.

GRANTOR USE:

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

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

GRANTOR:

By: _____

Title: _____

STATE OF TEXAS

§
§
§

COUNTY OF _____

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 20__, by _____, on behalf of said CUNCASHCA, LLC, a Texas limited liability company.

Notary Public In and For
The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

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

EXHIBIT “A”
EASEMENT TRACT



SAM, LLC

4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735

Ofc 512.447.0575 Fax 512.326.3029

info@sam.biz www.sam.biz TBPLS # 10064300

Item 4.

Parcel 27
Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
30 Foot Wide Water and Wastewater Easement
0.38 Acre (16,553 Square Foot)

PARCEL 27:

BEING A 0.38 ACRE, 30 FOOT WIDE WATER AND WASTEWATER EASEMENT, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 18.01 ACRE TRACT DESCRIBED IN A DEED TO CUNCASHCA, LLC, A TEXAS LIMITED LIABILITY COMPANY, AND RECORDED IN DOCUMENT NUMBER 20000362, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 0.38 ACRE 30 FOOT WIDE WATER AND WASTEWATER AND WASTEWATER BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "BYRN SURVEY" found for a northwest corner of said 18.01 acre tract, same being the northeast corner of a called 202.38 acre tract described in a deed as Tract 4 to Cuncashca, LLC, a Texas Limited Liability Company, and recorded in Document Number 20030036, (O.P.R.H.C.TX.);

THENCE S 04°34'45" E, with the common line of said 18.01 acre tract, and said Tract 4, a distance of 33.41 feet, to a calculated point on the said common line for the **POINT OF BEGINNING** of this 30 foot wide Water and Wastewater easement;

THENCE over and across said 18.01 acre tract, the following two (2) courses and distances:

- 1) S 63°50'12" E, a distance of 316.32 feet, to a calculated point, for an angle corner of this Water and Wastewater easement, and
- 2) N 72°59'51" E, a distance of 217.03 feet, to a calculated point on an east line of said 18.01 acre tract, and the southwest R.O.W. of F.M. Highway 150 (Variable Width R.O.W.) for an angle corner of this Water and Wastewater easement. From which a TXDOT Type 1 monument found on the northeast corner of said 18.01 acre tract, and a corner in the southwest R.O.W. of F.M. Highway 150 (Variable Width R.O.W.), bears N 47°28'21" W, a distance of 175.30 feet;

THENCE S 47°28'21" E, with the common line of said 18.01 acre tract, and said R.O.W. of F.M. Highway 150 (Variable Width R.O.W.), a distance of 34.81 feet, to a calculated point on the said common line, for an angle point of this 30 foot wide Water and Wastewater easement;



THENCE over and across said 18.01 acre tract, the following two (2) courses and distances:

- 1) S 72°59'51" W, a distance of 246.55 feet, to a calculated point for an angle point of this Water and Wastewater easement, and
- 2) N 63°50'12" W, a distance of 310.34 feet, to a calculated point on the common line of said 18.01 acre tract and said Tract 4, for an angle point of this Water and Wastewater easement,

THENCE N 04°34'45" W, with said common line, a distance of 34.91 feet, to the **POINT OF BEGINNING** and containing 0.38 acres, more or less.

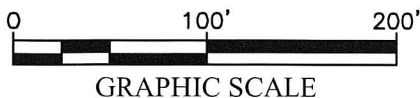
The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface in U.S. Survey Feet and may be converted to grid by multiplying the distance by a combined scale factor of 0.999870.

Neil Hines



Neil Hines
Registered Professional Land Surveyor
Texas Registration Number 5642

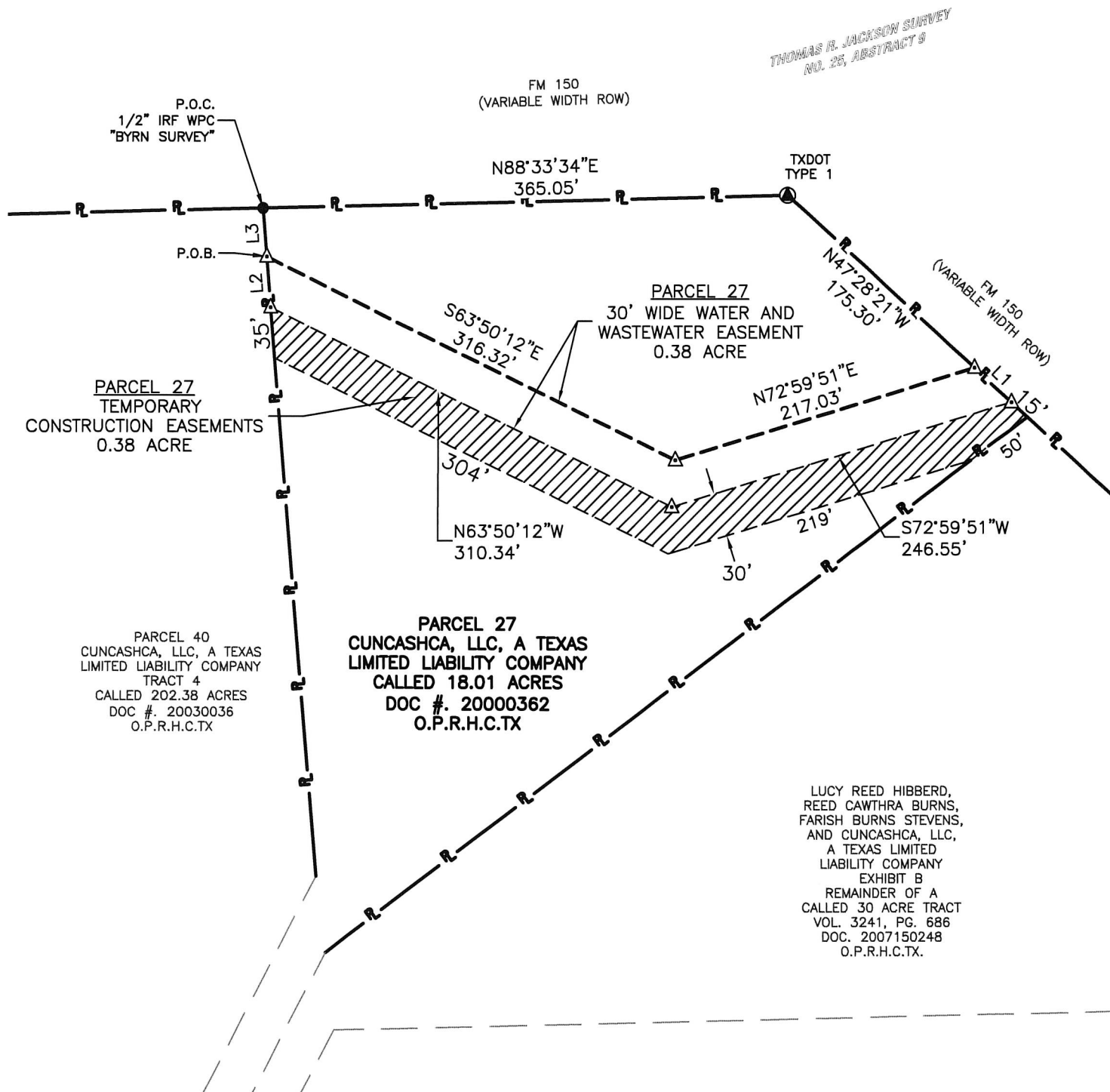
Date: 15 SEPTEMBER 2022



PARCEL 27
HAYS COUNTY, TEXAS

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

Item 4.



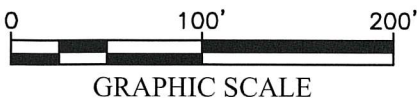
JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=100'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: 6/27/20



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 3



PARCEL 27
HAYS COUNTY, TEXAS

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

Item 4.



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S47°28'21"E	34.81'
L2	N04°34'45"W	34.91'
L3	S04°34'45"E	33.41'

LEGEND

	PARCEL LIMITS
	APPROXIMATE SURVEY LINE
	EXISTING ROAD
	ADJOINER PROPERTY
	FLYTIE
	IRON ROD FOUND (AS NOTED)
	CALCULATED POINT
	TXDOT TYPE I MONUMENT
	NAIL FOUND
	COTTON SPINDLE FOUND
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.O.C.	POINT OF COMMENCEMENT
	PERMANENT EASEMENT
	TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT AREA: 0.38 ACRES

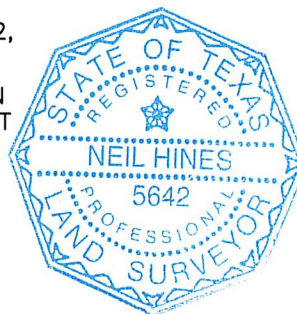
TEMPORARY CONSTRUCTION EASEMENT AREA: 0.38 ACRES

NOTES:

1. ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
2. RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1661-CR, EFFECTIVE DATE: MAY 25, 2022, ISSUED JUNE 6, 2022.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.

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

DATE



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=100'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 4

**Part 4 of
EXHIBIT C
(First Parcel 40 Temporary
Construction Easement)**

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

TEMPORARY CONSTRUCTION EASEMENT
(CORPORATE – PARCEL 40)

Date: _____

Grantor: CUNCASHCA, LLC, a Texas limited liability company

Grantor's Address: 2604 Hillview Road, Austin, Texas 78703

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

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

Property: An exclusive approximately 1.40 acre temporary easement and right-of-way ("Easement") in, upon, across, over, along and through the parcel of real property of Grantor which is more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").

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

Permitted Encumbrances: All encumbrances and other matters of record in the Official Public Records of Hays County, Texas, to the extent they are validly existing and affect the Easement Tract.

GRANT OF EASEMENT:

CUNCASHCA, LLC, a Texas limited liability company ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("Grantee") the Easement in, upon, across, over, along and through the Easement Tract TO HAVE AND TO HOLD the same for the Duration to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or

any part thereof, for the purpose of construction of the City of Dripping Springs wastewater system improvements Texas Water Development Board Project No. 73819.

Grantor, on behalf of Grantor and his/her heirs, legal representatives, successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same for the Duration of the Easement.

CHARACTER OF EASEMENT:

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

PURPOSE OF EASEMENT:

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

Neither Grantee nor its contractors shall use the Easement as access to or from its wastewater facilities that are on land adjacent to the property upon which the Easement is located. For the avoidance of doubt, while the Easement may be used for maintenance and operations of the facilities that are in the Easement, the Easement is not to be used as a road or other path through to the property upon which the Easement is located to access adjacent property.

DURATION OF EASEMENT:

This Easement is temporary, and will become effective from the date of execution of the Easement and continuing for three (3) years, when it will terminate, unless extended in writing by Grantor prior to expiration ("Duration").

USE OF EASEMENT:

Prior to the start of construction, Grantee agrees to install any temporary barriers required by its Federal or State permits to prevent loss of disturbed soil. Prior to termination of the easement, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor. The termination of this Temporary Construction Easement shall not, in any way, cancel, terminate, reduce, or diminish any permanent easements granted by Grantor.

GRANTOR USE:

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

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

GRANTOR:

By: _____

Title: _____

STATE OF TEXAS

§
§
§

CORPORATE ACKNOWLEDGMENT

COUNTY OF _____

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 20__, by _____, on behalf of said CUNCASHCA, LLC, a Texas limited liability company.

Notary Public In and For
The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

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

EXHIBIT “A”
EASEMENT TRACT

**SAM, LLC**

4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735

Ofc 512.447.0575 Fax 512.326.3029

info@sam.biz www.sam.biz TBPLS # 10064300

Item 4.

Parcel 40

**Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
Temporary Construction Easement
1.40 Acre (60,984 Square Foot)**

PARCEL 40 TCE:

BEING A 1.40 ACRE, VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT EASEMENT, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 202.38 ACRE TRACT (TRACT 4) AS DESCRIBED IN A DEED TO CUNCASHCA, LLC, A TEXAS LIMITED LIABILITY COMPANY AND RECORDED IN DOCUMENT NUMBER 20030036, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 1.38 ACRE TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for an interior corner of said Tract 4, same being the southeast corner of a called 40.58 acre tract, described in a deed to City of Dripping Springs, recorded in Volume. 2282, Page 847, O.P.R.H.C.TX.. From which a 1/2 inch iron rod with a cap, at a northwest corner of said Tract 4, same being the southwest corner of said 40.58 acre tract, also being an angle corner on the east line of Lot 25, Block A of HOWARD RANCH SUBDIVISION SECTION 2 per the plat recorded in Volume 13, Page 152 O.P.R.H.C.TX., bears S 87°57'51" W, a distance of 660.47 feet;

THENCE N 02°05'48" E, with the common line of said Tract 4 and said 40.58 acre tract, a distance of 144.86 feet;

THENCE over and across said Tract 4, the following seven (7) courses and distances:

- 1) S 89°24'01" E, a distance of 50.02 feet, to a calculated point for an angle point of this Temporary Construction Easement,
- 2) S 02°05'48" W, a distance of 202.69 feet, to a calculated point for an angle point of this Temporary Construction Easement,
- 3) S 29°02'40" E, a distance of 96.68 feet, to a calculated point for an angle point of this Temporary Construction Easement,
- 4) S 02°05'48" W, a distance of 309.71 feet, to a calculated point, for an angle corner of this Temporary Construction Easement,
- 5) S 88°42'35" W, a distance of 96.65 feet, to a calculated point, for an angle corner of this Temporary Construction Easement,



- 6) S 81°57'34" W, a distance of 335.96 feet, to a calculated point for an angle point of this Temporary Construction Easement,
- 7) N 84°35'24" W, a distance of 345.48 feet, to a calculated point on a west line of said Tract 4 for an angle point of this Temporary Construction Easement,

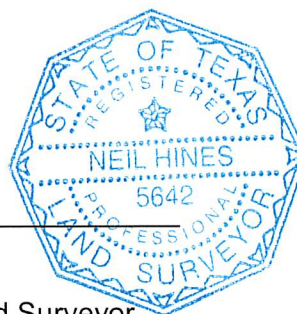
THENCE N 06°48'18" E, with the a west line of said Tract 4 and the east line of said Lot 25, Block A, a distance of 20.01 feet, to a calculated point, for an angle point of this Temporary Construction Easement. From which a 1/2 inch iron rod at an angle corner of said Tract 4 and the east line of said Lot 25, Block A, bears N 06°48'18" E, a distance of 70.06 feet;

THENCE over and across said Tract 4, the following three (3) courses and distances:

- 1) S 84°35'24" E, a distance of 342.64 feet, to a calculated point for an angle point of this Temporary Construction Easement,
- 2) N 81°57'34" E, a distance of 333.60 feet, to a calculated point for an angle point of this Temporary Construction Easement,
- 3) N 02°05'48" E, a distance of 435.00 feet, to the **POINT OF BEGINNING** and containing 1.40 acres, more or less.

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

Neil Hines



Neil Hines
Registered Professional Land Surveyor
Texas Registration Number 5642

Date: 18 OCTOBER 2022



PARCEL 40
HAYS COUNTY, TEXAS

PLAT OF TEMPORARY CONSTRUCTION EASEMENT SOUTH REGIONAL WATER RECLAMATION PROJECT CITY OF DRIPPING SPRINGS

Item 4.



PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

PARCEL 40
30' WIDE WATER AND
WASTEWATER EASEMENT
3.00 ACRE

CITY OF DRIPPING SPRINGS
40.58 ACRE TRACT
VOL.2282, PG.847
O.P.R.H.C.TX.

LOT 25, BLOCK A
HOWARD RANCH
SUBDIVISION
SECTION 2
VOLUME 13, PAGE 152
O.P.R.H.C.TX

STILES J. FOWLER SURVEY
NO. 31, ABSTRACT 174

PARCEL 40
TEMPORARY CONSTRUCTION
EASEMENT
1.40 ACRE

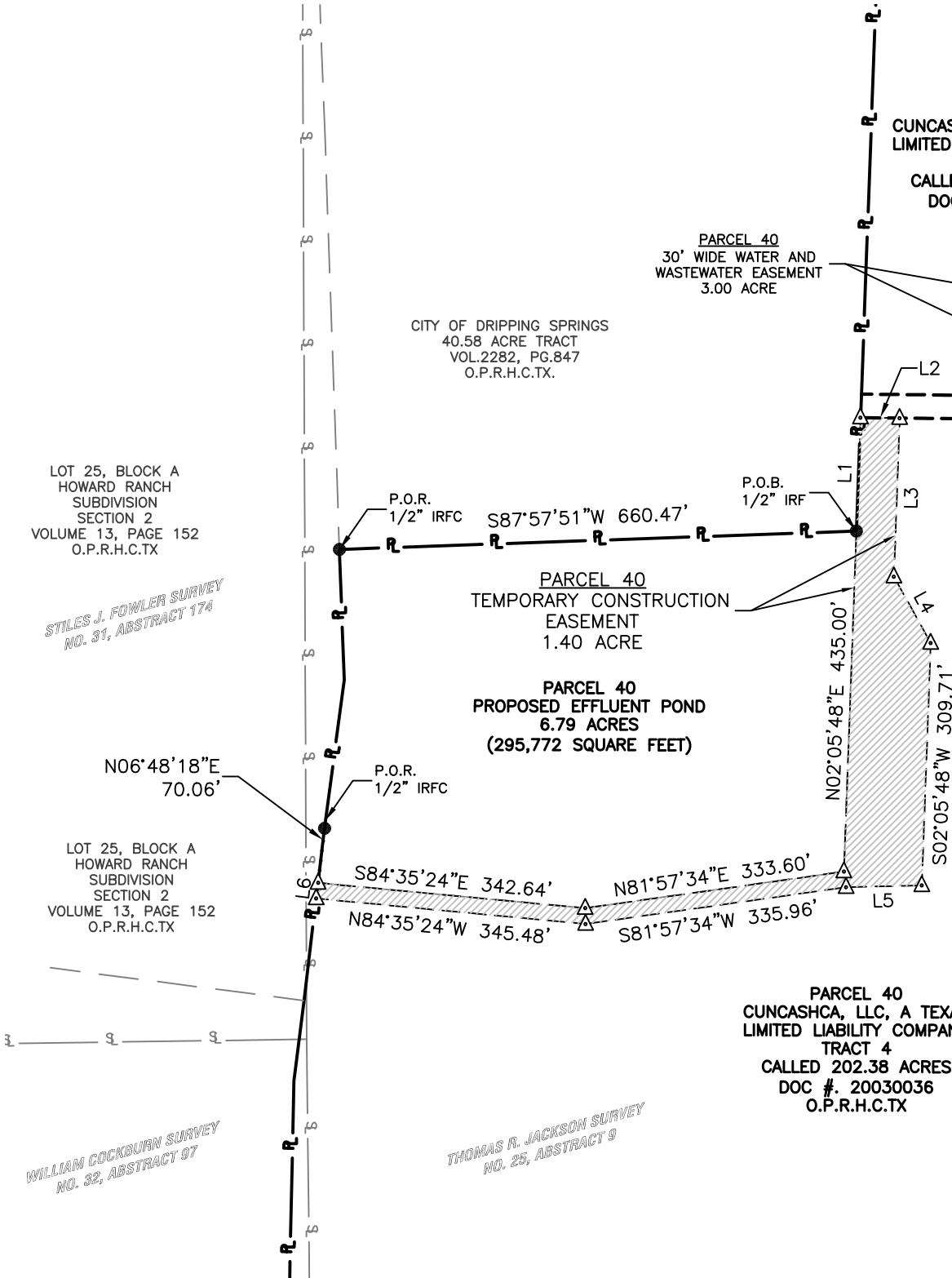
PARCEL 40
PROPOSED EFFLUENT POND
6.79 ACRES
(295,772 SQUARE FEET)

LOT 25, BLOCK A
HOWARD RANCH
SUBDIVISION
SECTION 2
VOLUME 13, PAGE 152
O.P.R.H.C.TX

WILLIAM COCKBURN SURVEY
NO. 32, ABSTRACT 97

THOMAS R. JACKSON SURVEY
NO. 25, ABSTRACT 9

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX



IER:47232
ITE:08/18/2020
ILE:1:200
OR:N.HINES
AN:D. CULLEN
NG:PARCEL 40-TCE_R2
ID:-
IEF:J.STILLMAN
KS:-



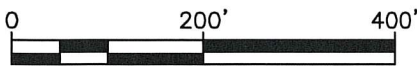
4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: TEMPORARY EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 3
OF 4

204



GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

PARCEL PLAT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS

Item 4.

N

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N02°05'48"E	144.86'
L2	S89°24'01"E	50.02'
L3	S02°05'48"W	202.69'
L4	S29°02'40"E	96.68'
L5	S88°42'35"W	96.65'
L6	N06°48'18"E	20.01'

LEGEND

	PARCEL LIMITS
	APPROXIMATE SURVEY LINE
	EXISTING ROAD
	ADJOINER PROPERTY
	FLYTIE
	IRON ROD FOUND (AS NOTED)
	CALCULATED POINT
	TXDOT TYPE I MONUMENT
	NAIL FOUND
	COTTON SPINDLE FOUND
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
	TEMPORARY CONSTRUCTION EASEMENT

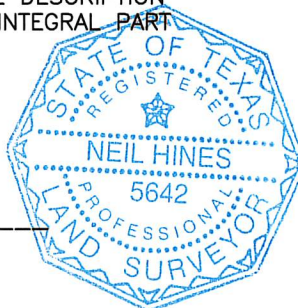
TEMPORARY CONSTRUCTION EASEMENT AREA: 1.40 ACRES

NOTES:

1. ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
2. RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1667-CR, EFFECTIVE DATE: MAY 25, 2022, ISSUED JUNE 6, 2022.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.

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

DATE



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=200'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40-TCE P2



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575

PROJECT: PARCEL PLAT
CITY OF DRIPPING SPRINGS

SHEET 4

**Part 5 of
EXHIBIT C
(Second Parcel 40 Temporary
Construction Easement)**

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

TEMPORARY CONSTRUCTION EASEMENT
(CORPORATE – PARCEL 40)

Date: _____

Grantor: CUNCASHCA, LLC, a Texas limited liability company

Grantor's Address: 2604 Hillview Road, Austin, Texas 78703

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

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

Property: Part 1: An exclusive approximately 3.72 acre temporary easement and right-of-way ("Easement") in, upon, across, over, along and through the parcel of real property of Grantor which is more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").

Part 2: An exclusive approximately 0.82 acre temporary easement and right-of-way ("Easement") in, upon, across, over, along and through the parcel of real property of Grantor which is more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").

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

Permitted Encumbrances: All encumbrances and other matters of record in the Official Public Records of Hays County, Texas, to the extent they are validly existing and affect the Easement Tract.

GRANT OF EASEMENT:

CUNCASHCA, LLC, a Texas limited liability company ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND

CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas (“Grantee”) the Easement in, upon, across, over, along and through the Easement Tract TO HAVE AND TO HOLD the same for the Duration to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction of the City of Dripping Springs wastewater system improvements Texas Water Development Board Project No. 73819.

Grantor, on behalf of Grantor and his/her heirs, legal representatives, successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same for the Duration of the Easement.

CHARACTER OF EASEMENT:

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

PURPOSE OF EASEMENT:

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

Neither Grantee nor its contractors shall use the Easement as access to or from its wastewater facilities that are on land adjacent to the property upon which the Easement is located. For the avoidance of doubt, while the Easement may be used for maintenance and operations of the facilities that are in the Easement, the Easement is not to be used as a road or other path through to the property upon which the Easement is located to access adjacent property.

DURATION OF EASEMENT:

This Easement is temporary, and will become effective from the date of execution of the Easement and continuing for three (3) years, when it will terminate, unless extended in writing by Grantor prior to expiration (“Duration”).

USE OF EASEMENT:

Prior to the start of construction, Grantee agrees to install any temporary barriers required by its Federal or State permits to prevent loss of disturbed soil. Prior to termination of the easement, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by

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

GRANTOR USE:

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

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

GRANTOR:

By: _____

Title: _____

STATE OF TEXAS

§
§
§

CORPORATE ACKNOWLEDGMENT

COUNTY OF _____

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 20__, by _____, on behalf of said CUNCASHCA, LLC, a Texas limited liability company.

Notary Public In and For
The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

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

EXHIBIT “A”
EASEMENT TRACT



SAM, LLC

4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735

Ofc 512.447.0575 Fax 512.326.3029

info@sam.biz www.sam.biz TBPLS # 10064300

Item 4.

Parcel 40
Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
30 Foot Wide Water and Wastewater Easement
3.00 Acre (130,486 Square Foot)

PARCEL 40:

BEING A 3.00 ACRE, 30 FOOT WIDE WATER AND WASTEWATER EASEMENT, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 202.38 ACRE TRACT (TRACT 4) AND 15.65 ACRE TRACT (TRACT 3) DESCRIBED IN A DEED TO CUNCASHCA, LLC, A TEXAS LIMITED LIABILITY COMPANY AND RECORDED IN DOCUMENT NUMBER 20030036, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 3.00 ACRE 30 FOOT WIDE WATER AND WASTEWATER EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "BYRN SURVEY" found for a northeast corner of said Tract 4, same being the northwest corner of a called 18.01 acre tract, described in a deed to Cuncashca, LLC, a Texas Limited Liability Company, recorded in Document Number 20000362, O.P.R.H.C.TX., and on the south R.O.W. line of F.M. Highway 150 (Variable Width R.O.W.);

THENCE S 04°34'45" E, with the common line of said Tract 4 and said 18.01 acre tract, a distance of 33.41 feet, to a calculated point on the said common line for the **POINT OF BEGINNING** of this 30 foot wide Water and Wastewater easement;

THENCE S 04°34'45" E, with the said common line, a distance of 34.91 feet, to a calculated point on the said common line for an angle corner of this 30 foot wide Water and Wastewater easement;

THENCE over and across said Tracts 3 and 4, the following sixteen (16) courses and distances:

- 1) N 63°50'12" W, a distance of 82.47 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 2) S 88°33'34" W, a distance of 446.30 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 3) S 88°06'36" W, a distance of 745.01 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 4) S 88°06'34" W, a distance of 212.06 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 5) N 70°43'25" W, a distance of 176.57 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,



- 6) S 42°56'54" W, a distance of 140.46 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,
- 7) S 82°22'08" W, a distance of 163.71 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 8) S 23°24'36" W, a distance of 244.46 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 9) S 00°04'02" E, a distance of 193.76 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 10) S 27°38'27" W, a distance of 54.53 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,
- 11) S 00°06'46" W, a distance of 397.14 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 12) S 17°23'20" W, a distance of 228.12 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 13) S 00°04'22" W, a distance of 360.63 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 14) S 37°20'52" W, a distance of 490.37 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,
- 15) S 18°13'05" W, a distance of 186.32 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 16) N 89°24'01" W, a distance of 229.08 feet, to a calculated point on the west line of said 202.38 acre tract for an angle corner of this Water and Wastewater easement. From which a 1/2-inch iron rod found at an interior corner of said Tract 4, same being on the east line of a called 40.58 acre tract, described in a deed to the City of Dripping Springs, recorded in Volume 2282, Page 847, (O.P.R.H.C.TX.), bears S 02°05'48" W, a distance of 144.86 feet;

THENCE N 02°05'48" E, with the common line of said Tract 4 and said 40.58 acre tract, a distance of 30.01 feet, to a calculated point on the said common line, for an angle point of this 30 foot wide Water and Wastewater easement;

THENCE over and across said Tracts 3 and 4, the following eleven (11) courses and distances:

- 1) S 89°24'01" E, a distance of 206.34 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 2) N 18°13'05" E, a distance of 169.43 feet, to a calculated point for an angle point of this Water and Wastewater easement,



- 3) N 37°20'52" E, a distance of 485.31 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 4) N 00°04'22" E, a distance of 355.08 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 5) N 17°23'20" E, a distance of 228.13 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 6) N 00°06'46" E, a distance of 399.93 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,
- 7) N 27°38'27" E, a distance of 54.48 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 8) N 00°04'02" W, a distance of 192.59 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 9) N 23°24'36" E, a distance of 267.65 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 10) N 82°22'08" E, a distance of 169.92 feet, to a calculated point for an angle corner of this Water and Wastewater easement,
- 11) N 42°56'54" E, a distance of 149.45 feet, to a calculated point on the northeast line of Tract 3 and the south R.O.W. line of F.M. Highway 150 (variable width R.O.W.), for an angle point of this Water and Wastewater easement, from which a TXDOT Type 1 monument found on the common line of said Tract 3 and F.M. Highway R.O.W. (variable width R.O.W.), bears S 70°58'23" E, a distance of 10.50 feet;

THENCE S 70°43'25" E, departing said northeast line of Tract 3, over and across Tract 4, a distance of 190.83 feet, to a calculated point of this Water and Wastewater easement;

THENCE N 88°06'34" E, over and across Tract 4, passing at a distance of 187.97 feet a TXDOT Type 1 monument found on the north line of said Tract 4 and the south R.O.W. line of F.M. Highway R.O.W. (variable width R.O.W.), continuing with the common line of said Tract 4 and south line of F.M. Highway 150 (variable width R.O.W.), for a total distance of 206.12 feet to a point on the north line of said common line for an angle point of this 30 foot wide Water and Wastewater easement;

THENCE N 88°06'36" E continuing with common line of said Tract 4 and south line of F.M. Highway 150 (variable width R.O.W.), a distance of 745.13 feet, to a calculated point on said common line for an angle point of this Water and Wastewater easement,

THENCE N 88°33'34" E continuing with common line of said Tract 4 and south line of F.M. Highway 150 (variable width R.O.W.), a distance of 453.79 feet, to a calculated point on said common line for an angle point of this Water and Wastewater easement,



THENCE S 63°50'12" E, over and across said Tract 4, a distance of 72.00 feet, to the **POINT OF BEGINNING** and containing 3.00 acres, more or less.

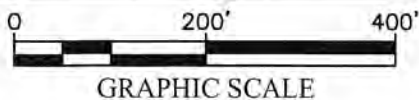
The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface in U.S. Survey Feet and may be converted to grid by multiplying the distance by a combined scale factor of 0.999870.

Neil Hines



Neil Hines
Registered Professional Land Surveyor
Texas Registration Number 5642

Date: 8 September 2022



PARCEL 40
HAYS COUNTY, TEXAS

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

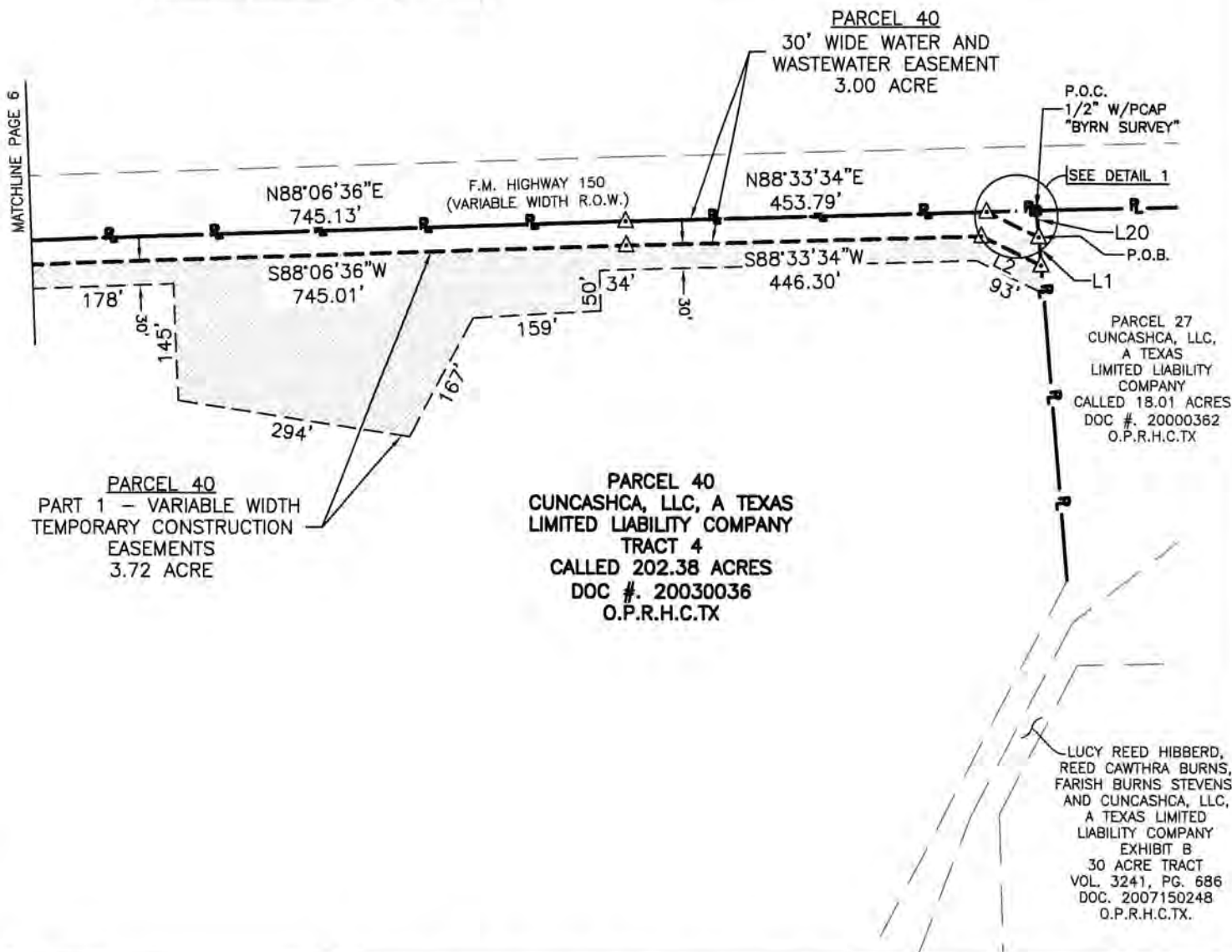
Item 4.



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S04°34'45"E	34.91'
L2	N63°50'12"W	82.47'
L19	S63°50'12"E	72.00'
L20	N04°34'45"W	33.41'

THOMAS R. JACKSON SURVEY
NO. 25, ABSTRACT 9

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR



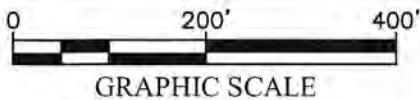
JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=200'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575

PROJECT: WATER & WASTEWATER ESMT.
CITY OF DRIPPING SPRINGS

SHEET 5



PARCEL 40
HAYS COUNTY, TEXAS

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

Item 4.



THOMAS R. JACKSON SURVEY
NO. 25, ABSTRACT 9

CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 3
CALLED 15.65 ACRES
DOC #. 20030036
O.P.R.H.C.TX

P.O.R.
TXDOT TYPE 1

P.O.R.
TXDOT TYPE 1

MATCHLINE PAGE 5

SEE DETAIL 2

N82°22'08"E
169.92'

L3
163'

L18
187.97'

S88°06'34"W
212.06'

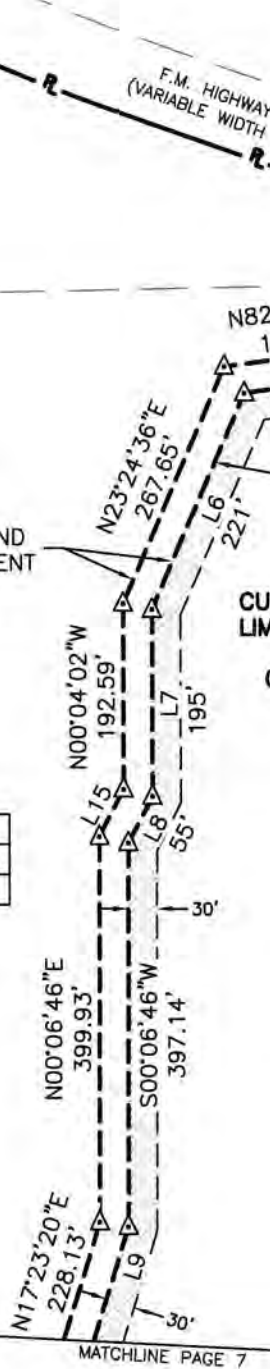
PARCEL 40
30' WIDE WATER AND
WASTEWATER EASEMENT
3.00 ACRE

PARCEL 40
PART 1 - VARIABLE WIDTH
TEMPORARY CONSTRUCTION
EASEMENTS
3.72 ACRE

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L3	N70°43'25"W	176.57'
L4	S42°56'54"W	140.46'
L5	S82°22'08"W	163.71'
L6	S23°24'36"W	244.46'
L7	S00°04'02"E	193.76'
L8	S27°38'27"W	54.53'
L9	S17°23'20"W	228.12'
L15	N27°38'27"E	54.48'
L16	N42°56'54"E	149.45'
L17	S70°43'25"E	190.83'
L18	N88°06'34"E	206.12'

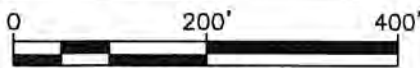


JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=200'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: B. BARCEL 40



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575

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



GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

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

Item 4.



THOMAS R. JACKSON SURVEY
NO. 25, ABSTRACT 9

MATCHLINE PAGE 6

PARCEL 40
VARIABLE WIDTH TEMPORARY
CONSTRUCTION EASEMENT
3.72 ACRE

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

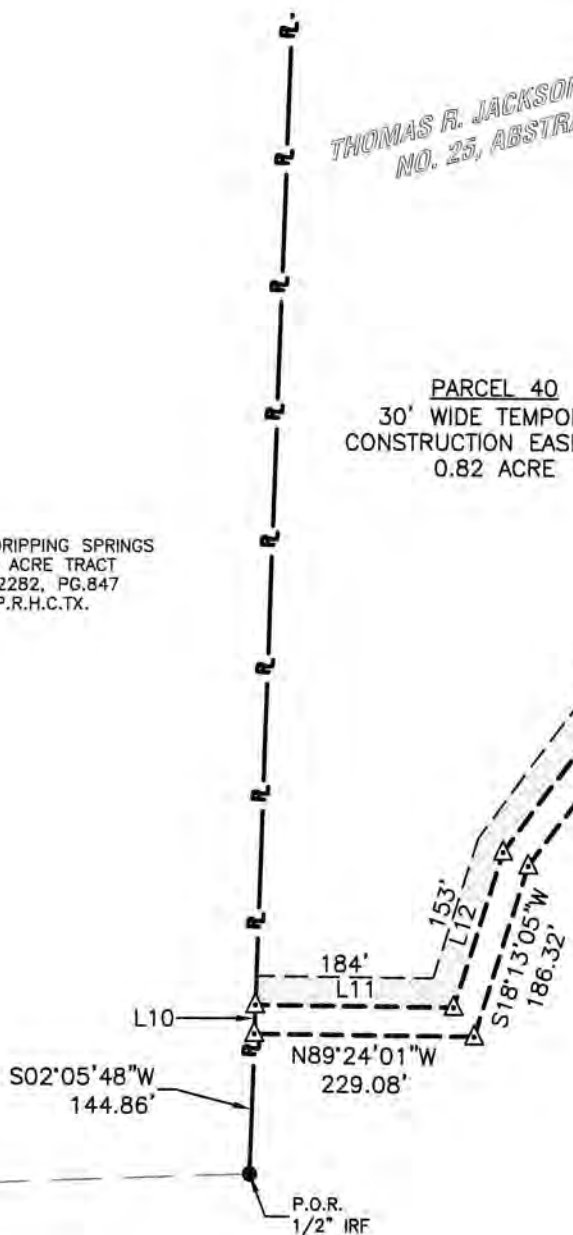
PARCEL 40
30' WIDE TEMPORARY
CONSTRUCTION EASEMENT
0.82 ACRE

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR

CITY OF DRIPPING SPRINGS
40.58 ACRE TRACT
VOL. 2282, PG. 847
O.P.R.H.C.TX.

PARCEL 40
30' WIDE WATER AND
WASTEWATER EASEMENT
3.00 ACRE

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L10	N02°05'48"E	30.01'
L11	S89°24'01"E	206.34'
L12	N18°13'05"E	169.43'
L13	N37°20'52"E	485.31'
L14	N00°04'22"E	355.08'



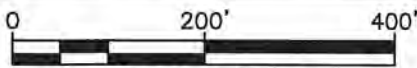
JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1:200
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 7



GRAPHIC SCALE

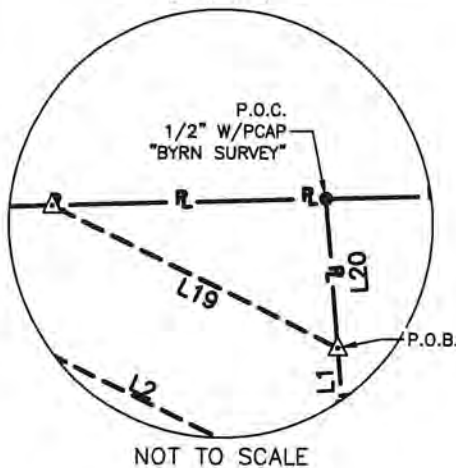
PARCEL 40
HAYS COUNTY, TEXAS

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

Item 4.

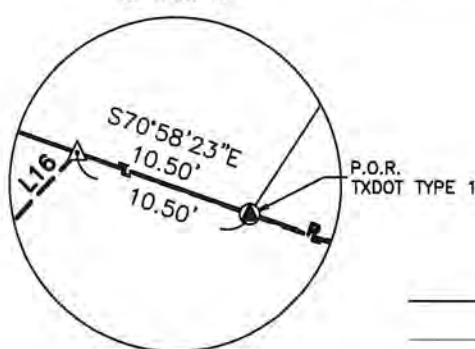
N

DETAIL 1



NOT TO SCALE

DETAIL 2



NOT TO SCALE

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR

LEGEND

	PARCEL LIMITS
	APPROXIMATE SURVEY LINE
	EXISTING ROAD
	ADJOINER PROPERTY
	FLYTIE
	IRON ROD FOUND (AS NOTED)
	CALCULATED POINT
	TXDOT TYPE I MONUMENT
	NAIL FOUND
	COTTON SPINDLE FOUND
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.O.C.	POINT OF COMMENCEMENT
	PERMANENT EASEMENT
	TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT AREA: 3.00 ACRES

PART 1 - VARIABLE WIDTH
TEMPORARY CONSTRUCTION EASEMENT AREA: 3.72 ACRES

PART 2 - 30' WIDE
TEMPORARY CONSTRUCTION EASEMENT AREA: 0.82 ACRES

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 4.54 ACRES

NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1667-CR, EFFECTIVE DATE: MAY 25, 2022, ISSUED JUNE 6, 2022.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.

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

DATE



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1:200
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCELS 40



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575

PROJECT: SANITARY SEWER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 8

EXHIBIT C-1

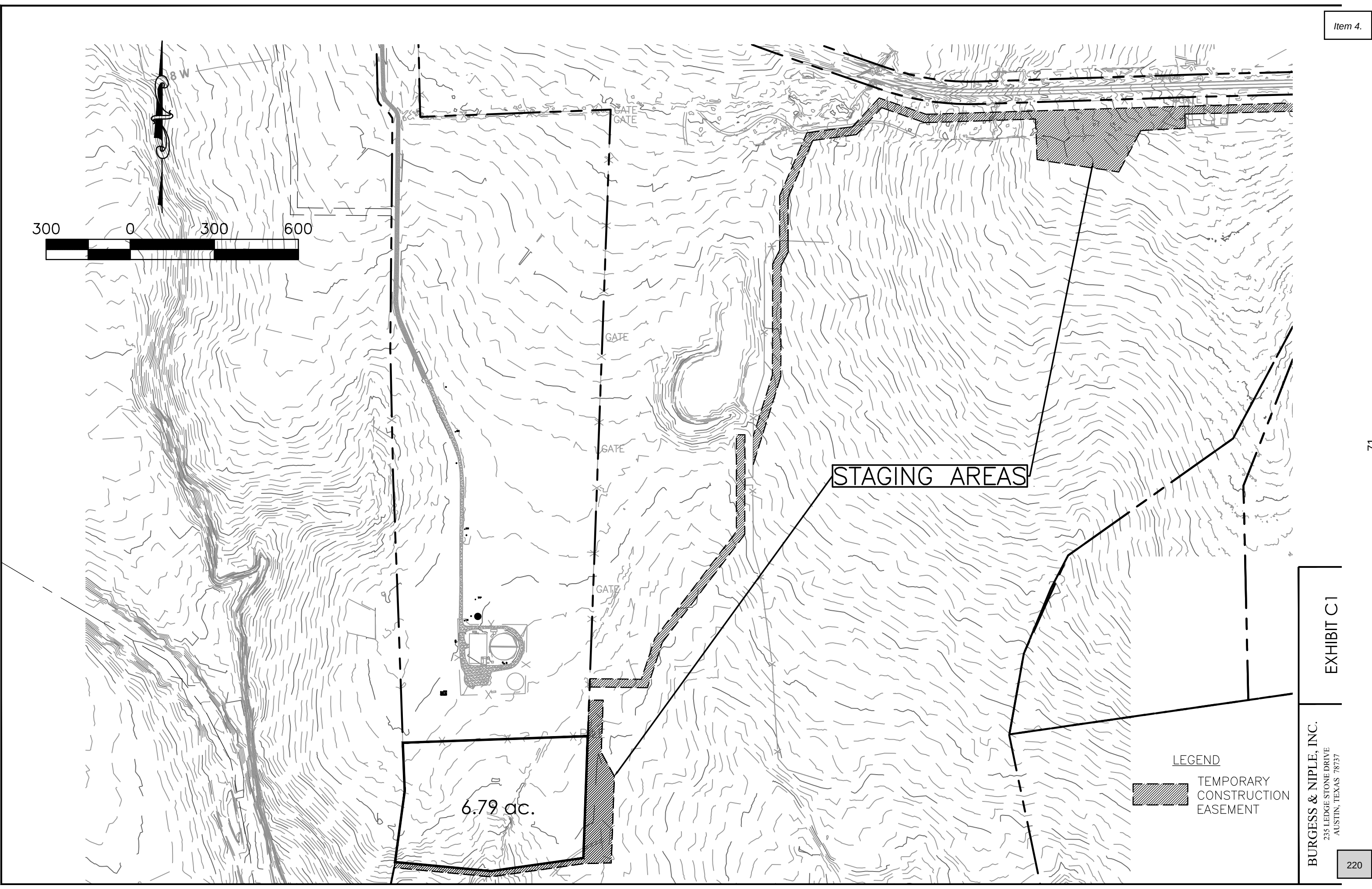
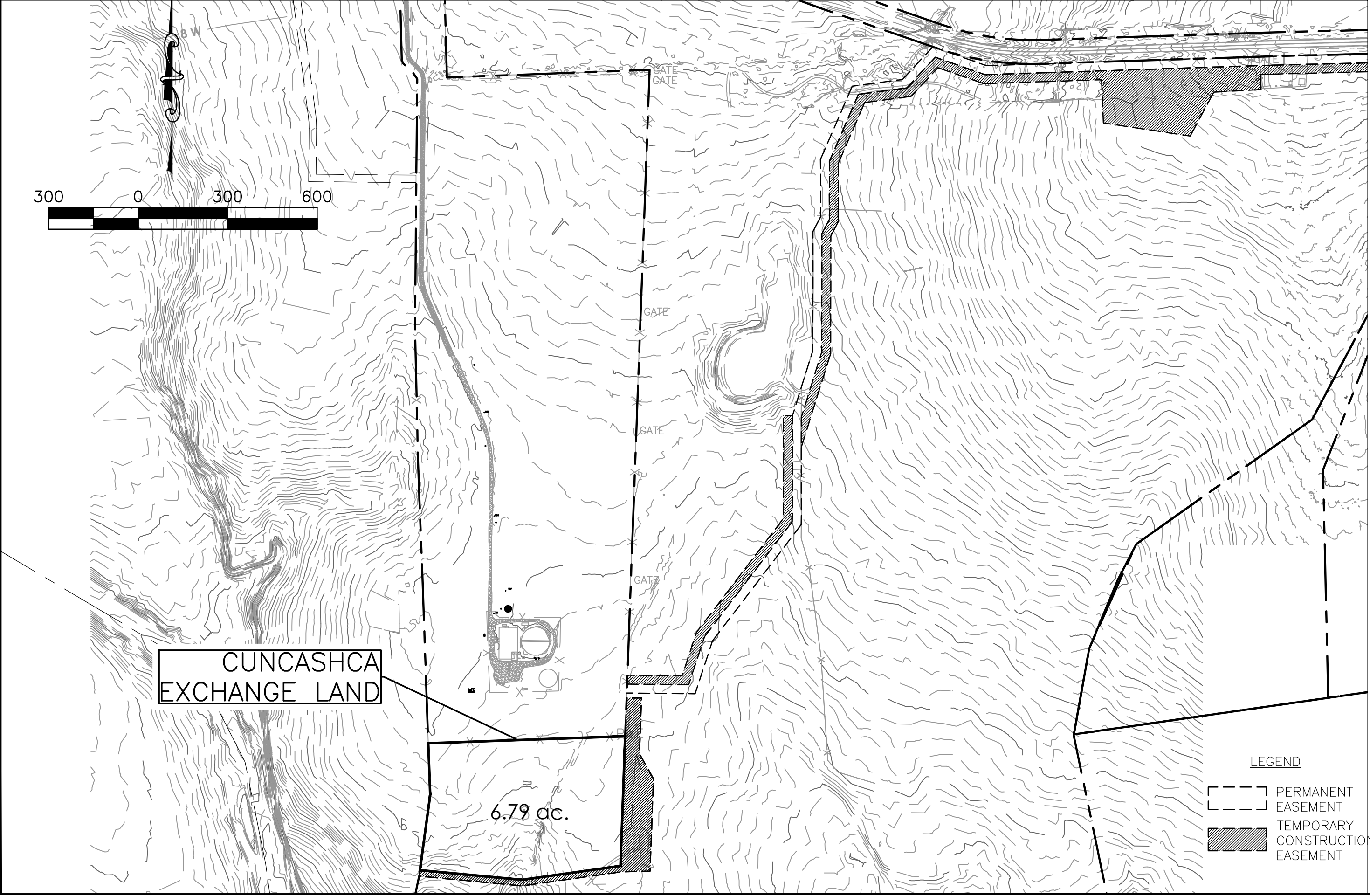


EXHIBIT D



- LEGEND
- PERMANENT EASEMENT
 - TEMPORARY CONSTRUCTION EASEMENT



SAM, LLC

4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735

Ofc 512.447.0575 Fax 512.326.3029

info@sam.biz www.sam.biz TBPLS # 10064300

Item 4.

Parcel 40
Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
Effluent Pond Site
6.79 Acre (295,772 Square Foot)

PARCEL 40 Effluent Pond Site:

BEING A 6.79 ACRE, EFFLUENT POND SITE, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 202.38 ACRE TRACT (TRACT 4) DESCRIBED IN A DEED TO CUNCASHCA, LLC, A TEXAS LIMITED LIABILITY COMPANY AND RECORDED IN DOCUMENT NUMBER 20030036, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 6.76 ACRE EFFLUENT POND SITE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for an northwest corner of said Tract 4, same being the southwest corner of a called 40.58 acre tract, described in a deed to City of Dripping Springs, recorded in Volume. 2282, Page 847, O.P.R.H.C.TX, also being an angle corner on the east line of Lot 25, Block A of HOWARD RANCH SUBDIVISION SECTION 2, as recorded in Volume 13, Page 152 O.P.R.H.C.TX.;

THENCE North 87°57'51" East, with the common line of said Tract 4 and said 40.58 acre tract, a distance of 660.47 feet to a 1/2-inch iron rod found for an interior angle point of said Tract 4 and the southeast corner of said 40.58 acre tract ;

THENCE over and across said Tract 4, the following three (3) courses and distances:

- 1) South 02°05'48" West, a distance of 435.00 feet, to a 5/8-inch iron rod with SAM cap set for the southeast corner of the tract herein described;
- 2) South 81°57'34" E, a distance of 333.60 feet, to a 5/8-inch iron rod with SAM cap set for an angle corner of the tract herein described;
- 3) North 84°35'24" West, a distance of 342.64 feet, to a 5/8-inch iron rod with SAM cap set in the west line of said Tract 4 and the east line of said Lot 25, Block A for the southwest corner of the tract herein described;

THENCE with the west line of said Tract 4 and the east line of said Lot 25, Block A the following three (3) courses and distances;

- 1) North 06°48'18" East, a distance of 70.06 feet to a 1/2-inch iron rod found for an angle point of the tract herein described;
- 2) North 07°32'10" East, a distance of 191.38 feet to a 1/2-inch iron rod found for an angle point of the tract herein described;



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GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

PARCEL PLAT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS

Item 4.



STILES J. FOWLER SURVEY
NO. 31, ABSTRACT 174

LOT 25, BLOCK A
HOWARD RANCH
SUBDIVISION
SECTION 2
VOLUME 13, PAGE 152
O.P.R.H.C.TX

CITY OF DRIPPING SPRINGS
40.58 ACRE TRACT
VOL.2282, PG.847
O.P.B.H.C.TX.

N87°57'51"E
660.47'

**PARCEL 40
EFFLUENT POND
6.79 ACRES
(295,772 SQUARE FEET)**

WATER WELL WITHIN
WIRE FENCE

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

STILES J. FOWLER SURVEY
NO. 31, ABSTRACT 174

WILLIAM COCKBURN SURVEY
NO. 32, ABSTRACT 97

THOMAS B. JACKSON SURVEY
NO. 25, ABSTRACT 9

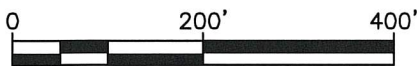
JOB NUMBER:47232
DATE:08/18/2020
SCALE:1:200
SURVEYOR:N.HINES
TECHNICIAN:D. CULLEN
DRAWING:PARCEL 10



**4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575**

PROJECT: PARCEL PLAT
CITY OF DRIPPING SPRINGS

SHEET 3



GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

PARCEL PLAT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS

Item 4.

N

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N06°48'18"E	70.06'
L2	N07°32'10"E	191.38'
L3	N02°06'14"W	166.42'

LEGEND

——— R ———	PARCEL LIMITS
——— S ———	APPROXIMATE SURVEY LINE
—————	EXISTING ROAD
——— ———	ADJOINER PROPERTY
.....	FLYTIE
——— X ———	WIRE FENCE
●	IRON ROD FOUND (AS NOTED)
●	5/8" IRON ROD SET W/CAP "SAM"
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
[]	ADJOINER RECORD INFORMATION
()	RECORD INFORMATION

NOTES:

1. ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
2. RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1667-CR, EFFECTIVE DATE: MAY 25, 2022, ISSUED JUNE 6, 2022.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.

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

DATE



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=200'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575

PROJECT: PARCEL PLAT
CITY OF DRIPPING SPRINGS

SHEET 4

EXHIBIT E

Special Warranty Deed

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

Date: _____

Grantor: Cuncashca, LLC

Grantor's Mailing Address: 2604 Hillview Road, Austin, Texas 78703

Grantee: The City of Dripping Springs, Texas

Grantee's Mailing Address: 511 Mercer Street Dripping Springs, Texas 78620

Consideration: Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

BEING A 6.79 ACRE, EFFLUENT POND SITE, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 202.38 ACRE TRACT (TRACT 4) DESCRIBED IN A DEED TO CUNCASHCA, LLC, A TEXAS LIMITED LIABILITY COMPANY AND RECORDED IN DOCUMENT NUMBER 20030036, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), MORE FULLY DESCRIBED AT ATTACHMENT A.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: All encumbrances and other matters of record in the Official Public Records of Hays County, Texas, to the extent they are validly existing and affect the Property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

[REMAINDER OF PAGE BLANK – SIGNATURE FOLLOWS]

CUNCASHCA, LLC

H. L. Burns, Manager

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____
by H. L. Burns, Manager of Cuncashca, LLC, a Texas limited liability company on behalf of said
company.

Notary Public, State of Texas

ATTACHMENT A



SAM, LLC

4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735

Ofc 512.447.0575 Fax 512.326.3029

info@sam.biz www.sam.biz TBPLS # 10064300

Item 4.

Parcel 40
Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
Effluent Pond Site
6.79 Acre (295,772 Square Foot)

PARCEL 40 Effluent Pond Site:

BEING A 6.79 ACRE, EFFLUENT POND SITE, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 202.38 ACRE TRACT (TRACT 4) DESCRIBED IN A DEED TO CUNCASHCA, LLC, A TEXAS LIMITED LIABILITY COMPANY AND RECORDED IN DOCUMENT NUMBER 20030036, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 6.76 ACRE EFFLUENT POND SITE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for an northwest corner of said Tract 4, same being the southwest corner of a called 40.58 acre tract, described in a deed to City of Dripping Springs, recorded in Volume. 2282, Page 847, O.P.R.H.C.TX, also being an angle corner on the east line of Lot 25, Block A of HOWARD RANCH SUBDIVISION SECTION 2, as recorded in Volume 13, Page 152 O.P.R.H.C.TX.;

THENCE North 87°57'51" East, with the common line of said Tract 4 and said 40.58 acre tract, a distance of 660.47 feet to a 1/2-inch iron rod found for an interior angle point of said Tract 4 and the southeast corner of said 40.58 acre tract ;

THENCE over and across said Tract 4, the following three (3) courses and distances:

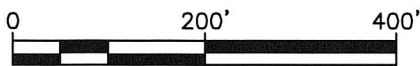
- 1) South 02°05'48" West, a distance of 435.00 feet, to a 5/8-inch iron rod with SAM cap set for the southeast corner of the tract herein described;
- 2) South 81°57'34" E, a distance of 333.60 feet, to a 5/8-inch iron rod with SAM cap set for an angle corner of the tract herein described;
- 3) North 84°35'24" West, a distance of 342.64 feet, to a 5/8-inch iron rod with SAM cap set in the west line of said Tract 4 and the east line of said Lot 25, Block A for the southwest corner of the tract herein described;

THENCE with the west line of said Tract 4 and the east line of said Lot 25, Block A the following three (3) courses and distances;

- 1) North 06°48'18" East, a distance of 70.06 feet to a 1/2-inch iron rod found for an angle point of the tract herein described;
- 2) North 07°32'10" East, a distance of 191.38 feet to a 1/2-inch iron rod found for an angle point of the tract herein described;



- 233



GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

PARCEL PLAT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS

Item 4.



STILES J. FOWLER SURVEY
NO. 31, ABSTRACT 174

LOT 25, BLOCK A
HOWARD RANCH
SUBDIVISION
SECTION 2
VOLUME 13, PAGE 152
O.P.R.H.C.TX

STILES J. FOWLER SURVEY
NO. 31, ABSTRACT 174

WILLIAM COCKBURN SURVEY
NO. 32, ABSTRACT 97

CITY OF DRIPPING SPRINGS
40.58 ACRE TRACT
VOL.2282, PG.847
O.P.R.H.C.TX.

N87°57'51"E
660.47'
[S88°00'27"W]
[660.58']
1/2" IRF
POB
1/2" IRFC
[S00°30'28"E]
[698.00']
N02°05'43"W
(166.42')
N07°32'41"E
(191.38')
[S09°03'19"W]
[191.38']
1/2" IRF
L3
L2
L1
[S08°20'55"W]
[221.25']
N84°35'24"W
342.64'
N06°48'49"E
(221.24')
S81°57'34"W
333.60'
S02°05'48"W
435.00'

PARCEL 40
EFFLUENT POND
6.79 ACRES
(295,772 SQUARE FEET)

WATER WELL WITHIN
WIRE FENCE

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

THOMAS B. JACKSON SURVEY
NO. 25, ABSTRACT 9

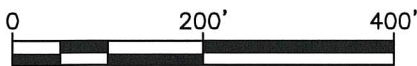
JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=200'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: B. BARNETT



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575

PROJECT: PARCEL PLAT
CITY OF DRIPPING SPRINGS

SHEET 3



GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

PARCEL PLAT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS

Item 4.

N

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N06°48'18"E	70.06'
L2	N07°32'10"E	191.38'
L3	N02°06'14"W	166.42'

LEGEND

	PARCEL LIMITS
	APPROXIMATE SURVEY LINE
	EXISTING ROAD
	ADJOINER PROPERTY
	FLYTIE
	WIRE FENCE
	IRON ROD FOUND (AS NOTED)
	5/8" IRON ROD SET W/CAP "SAM"
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
[]	ADJOINER RECORD INFORMATION
()	RECORD INFORMATION

NOTES:

1. ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
2. RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1667-CR, EFFECTIVE DATE: MAY 25, 2022, ISSUED JUNE 6, 2022.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.

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

DATE



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=200'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575

PROJECT: PARCEL PLAT
CITY OF DRIPPING SPRINGS

SHEET 4

EXHIBIT F

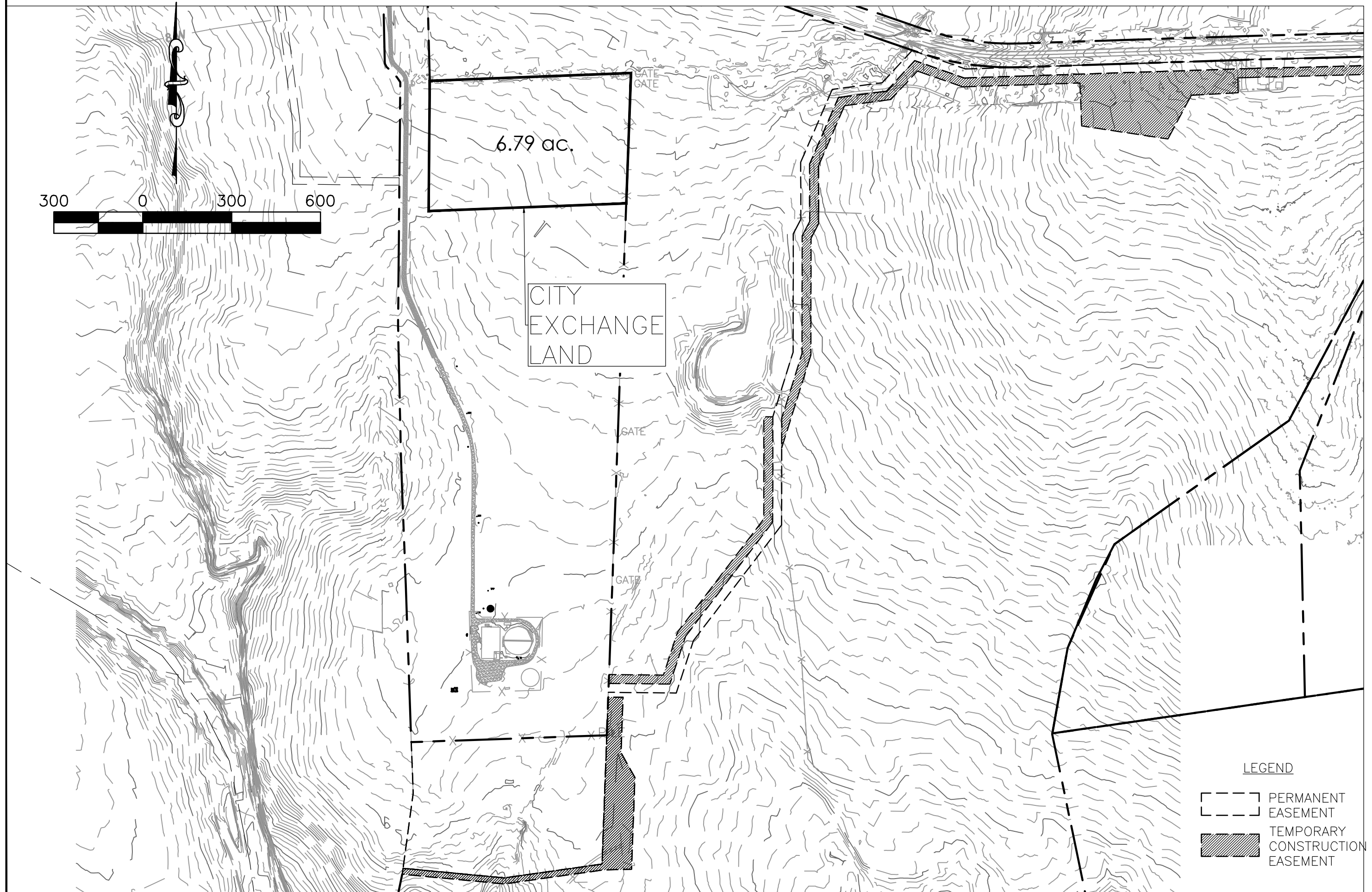


EXHIBIT G

Special Warranty Deed

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

Date: _____

Grantor: The City of Dripping Springs, Texas

Grantor's Mailing Address: 78703511 Mercer Street Dripping Springs, Texas 78620

Grantee: Cuncashca, LLC

Grantee's Mailing Address: 2604 Hillview Road, Austin, Texas

Consideration: Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

BEING A 6.79 ACRE, LAND SWAP TRACT, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 40.58 ACRE TRACT DESCRIBED IN A DEED TO CITY OF DRIPPING SPRINGS AND RECORDED IN VOLUME 2282, PAGE 847, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 6.79 ACRE LAND SWAP SITE BEING MORE FULLY DESCRIBED AT ATTACHMENT A.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: All encumbrances and other matters of record in the Official Public Records of Hays County, Texas, to the extent they are validly existing and affect the Easement Tract.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Grantor warrants that the Property is released free and clear of any special provisions that may run with the Property due to any defect resulting from its prior legally permitted use as a treated effluent land disposal field

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

[REMAINDER OF PAGE BLANK – SIGNATURE FOLLOWS]

THE CITY OF DRIPPING SPRINGS, TEXAS

Bill Foulds, Jr., Mayor

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____
by Bill Foulds, Jr., Mayor of the City of Dripping Springs, a Texas Type A General Law City on
behalf of said City.

Notary Public, State of Texas

ATTACHMENT A



Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
Land Swap Tract
6.79 Acre (295,772 Square Foot)

Land Swap Tract:

BEING A 6.79 ACRE, LAND SWAP TRACT, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 40.58 ACRE TRACT DESCRIBED IN A DEED TO CITY OF DRIPPING SPRINGS AND RECORDED IN VOLUME 2282, PAGE 847, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 6.79 ACRE LAND SWAP SITE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for an interior angle corner of said 40.58 acre tract, same being an exterior corner of a called 202.38 acre tract, Tract 4, described in a deed to CUNCASHCA, LLC, a Texas Limited Liability Company, and recorded in Document No. 20030038, O.P.R.H.C.TX.;

THENCE, North 87°47'47" East, with the common line of said Tract 4 and said 40.58 acre tract, a distance of 679.98 feet to a 1/2-inch iron rod found for an interior angle point of said Tract 4 also being the most easterly northeast corner of said 40.58 acre tract;

THENCE, South 02°05'48" West, with the common line of said Tract 4 and said 40.58 acre tract, a distance of 439.85 feet, to a 5/8-inch iron rod with SAM cap set for the southeast corner of the tract herein described;

THENCE, South 87°47'47" West, departing the common line of said Tract 4 and said 40.58 acre tract and over and across said 40.58 acre tract, a distance of 667.83 feet, to a 5/8-inch iron rod with SAM cap set for the southwest corner of the tract herein described;

INTENTIONALLY LEFT BLANK

SAM COMPANIES

4801 Southwest Parkway / Bldg. 2 Suite 100 / Austin, Texas 78735

sam biz

THENCE, North 00°30'56" East, a distance of 439.10 feet, to the **POINT OF BEGINNING** and containing 6.79 acres (295,772 square) feet of land.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are grid values, Units: U.S. Survey Feet.

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

That I, Neil Hines, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

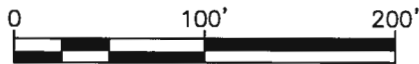
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Neil Hines 22 August 2022
Neil Hines Date

Registered Professional Land Surveyor
No. 5642 – State of Texas



SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



GRAPHIC SCALE

THOMAS R. JACKSON SURVEY NO. 25,
ABSTRACT 9

CITY OF DRIPPING SPRINGS
40.58 ACRE TRACT
VOL. 2282, PG. 847
O.P.R.H.C.TX.

CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 3
CALLED 15.65 ACRES
DOC #. 20030036
O.P.R.H.C.TX

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

N87°47'47"E 679.98'

(N87°45'15"E)(680.45')

DO NOT DRINK WATER

(N87°45'39"E)
(680.24')

DO NOT DRINK WATER

1/2-INCH

(S02°06'57"W)
(2,235.45')

S02°05'48"W 439.85'
(N02°05'53"E 2,235.79')

6.79 AC.
(295,772 SQ. FT.)

S87°47'47"W 667.83'

CITY OF DRIPPING SPRINGS
40.58 ACRE TRACT
VOL. 2282, PG. 847
O.P.R.H.C.TX.

REVIEWED BY:

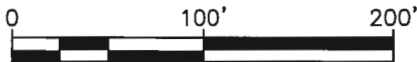
JOB NUMBER: 47232
DATE: 06/28/2022
SCALE: 1"=100'
SURVEYOR: N. HINES
TECHNICIAN: B. ROY
DRAWING:



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Ofc: 512.447.0575

PROJECT: PARCEL PLAT
CITY OF DRIPPING SPRINGS

SHEET 3



GRAPHIC SCALE

LEGEND

	PARCEL LIMITS
	APPROXIMATE SURVEY LINE
	EXISTING ROAD
	ADJOINER PROPERTY
	OVERHEAD ELECTRIC
	WIRE FENCE
	IRON ROD FOUND (AS NOTED)
	5/8" IRON ROD SET W/CAP "SAM"
	WATER VALVE
	WOOD POLE
	ELECTRIC PULL BOX
	SIGN
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
()	RECORD INFORMATION



NOTES:

1. ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
2. RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY STEWART TITLE GUARANTY COMPANY GF. NO. 22-2238-CR, EFFECTIVE DATE: JUNE 15, 2022, ISSUED JUNE 30, 2022.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.

Neil Hines 22 August 2022
NEIL HINES
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5642 - STATE OF TEXAS

DATE

REVIEWED BY:

JOB NUMBER: 47232
DATE: 06/28/2022
SCALE: 1:100
SURVEYOR: N. HINES
TECHNICIAN: B. ROY



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Ofc: 512.447.0575

PROJECT: PARCEL PLAT
CITY OF DRIPPING SPRINGS

SHEET 4

EXHIBIT H

CUNCASHCA, LLC
P.O. Box 5885
Austin, Texas 78763

August 20, 2020

City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620
Attention: Ginger Faught
Deputy City Administrator

Re: Liquidation of RPC Investments, Ltd. and resultant change in ownership of certain real property situated in Hays County, Texas

Dear Ms. Faught:

Please be advised that, as of July 22, 2020, the property previously owned by RPC Investments, Ltd. ("RPC") in Hays County, Texas, was conveyed to Cuncashca, LLC, a Texas limited liability company ("New Owner"), pursuant to the terms of that certain Termination Agreement dated effective as of January 1, 2020, by and among RPC, New Owner, Notloh, LLC, a Texas limited liability company and the sole general partner of RPC, and Holton L. Burns, a limited partner of RPC and the sole member of New Owner (the "Termination Agreement"). The real property conveyed to New Owner (the "Property") is described in that certain *General Warranty Deed* dated July 22, 2020, recorded as Document No. 20030036 in the Records of Hays County, Texas, a true and correct copy of which is enclosed herein.

In connection with such conveyance by RPC and in accordance with the Termination Agreement, RPC also assigned to New Owner all of RPC's rights, title and interest in the 300 Living Unit Equivalent reserved by the City of Dripping Springs for the benefit of RPC (the "LUEs"). Such assignment was effectuated pursuant to that certain *Bill of Sale and Assignment of Living Equivalent Units and Other Property* between RPC and New Owner dated July 22, 2020, a true and correct copy of which is also enclosed herein.

New Owner is also the owner of another 65 Living Unit Equivalents, the same originating from (i) 25 Living Unit Equivalents originally reserved by the City of Dripping Springs for the benefit of Lucy R. Hibberd (the "Hibberd LUEs") and (ii) 40 Living Unit Equivalents reserved by the City of Dripping Springs for the benefit of Holton L. Burns (the "Burns LUEs"). The Hibberd LUEs were assigned by the Estate of Lucy Reed Hibberd directly to Holton Burns pursuant to that certain *Bill of Sale & Assignment of Living Equivalent Units* dated December 23, 2019. Thereafter, Mr. Burns assigned both the Hibberd LUEs and the Burns LUEs (collectively, the "Additional LUEs") to New Owner pursuant to that certain *Bill of Sale & Assignment of Living Unit Equivalents* dated effective July 22, 2020. A true and correct copy of this latter Bill of Sale is enclosed herein.

Please be further advised that New Owner is also the owner of that certain 18.01 acre tract situated immediately adjacent to northeastern corner of the Property (the "Adjacent Property"), have acquired such property pursuant to (i) that certain *Special Warranty Deed* dated December 23, 2019, recorded as Document 20000376 in the Records of Hays County, Texas, and (ii) that certain *Special Warranty Deed* of even date therewith recorded as

Document 20000362 of in the Records of Hays County, Texas. A true and correct copy of the latter deed is enclosed for your convenience.

Lastly, solely for purposes of completeness, please be aware that New Owner continues to own the real property conveyed to it in 2018 (the "Other Property"), pursuant to that certain *General Warranty Deed* dated July 10, 2018, recorded as Document 18024535 in the Records of Hays County, Texas. A true and correct copy of that deed is enclosed for your convenience.

In furtherance of the foregoing, all future notices, inquiries, requests and other correspondence concerning the Property, the Adjacent Property, the Other Property, the LUEs or the Additional LUEs should be delivered to New Owner at the following address:

Cuncashca, LLC
c/o Holton L. Burns
P.O. Box 5885
Austin, Texas 78763

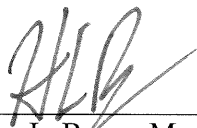
Please instruct all engineers, attorneys and consultants working on behalf of the City of Dripping Springs with regard to any of these properties and property rights to likewise direct all such future notices, inquiries, requests and other correspondence directly to New Owner.

Thank you for your cooperation in this matter.

Sincerely,

CUNCASHCA, LLC, a Texas limited liability company

By:



Holton L. Burns, Member

cc: Erin Newberry
HDR, Inc.
613 NW Loop 410, Suite 700
San Antonio, Texas 78216-5507

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

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

RPC INVESTMENTS, LTD., a Texas limited partnership ("Grantor"), for Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by CUNCASHCA, LLC, a Texas limited liability company ("Grantee"), the receipt and sufficiency of which is acknowledged, and pursuant to and in accordance with the terms of that certain Termination Agreement dated effective as of January 1, 2020, by and among Grantor, Grantee, Notloh, LLC, a Texas limited liability company and sole general partner of Grantee, and Holton L. Burns, a limited partner of Grantor (the "Termination Agreement"), has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto Grantee all of the following described property located in Hays County, Texas:

The four (4) tracts of land, together with all the improvements and fixtures located thereon, described in Schedule 1 which is attached to this deed and is incorporated herein by reference (collectively, the "Property").

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

Grantor hereby acknowledges and agrees that this conveyance is being made as a convenience to the parties to the Termination Agreement, and that such conveyance shall be deemed to constitute a distribution of undivided interests in and to the Property to each of Grantee and Holton L. Burns in accordance with the terms of the Termination Agreement, followed by Holton L. Burns' contribution of his undivided interest in the Property to Grantee as a capital contribution thereto, such that Grantee shall own one hundred percent (100%) of the Property.

This conveyance is made and accepted subject to any and all valid and subsisting restrictions, easements, rights-of-way, reservations, conditions and covenants, maintenance charges (and any lien securing said maintenance charges), if any, applicable to and enforceable against the Property as shown by the Official Public Records of Hays County, Texas, and to any applicable zoning laws or ordinances of any municipal and/or other governmental authorities having jurisdiction over the Property.

Taxes on the Property for the year 2020 and subsequent years and subsequent assessments (after the date hereof) for prior years due to change in land usage or ownership are assumed by Grantee.

Dated: July 22, 2020.

GRANTOR:

RPC INVESTMENTS, LTD., a Texas limited partnership

By: NOTLOH, LLC, a Texas limited liability company, its sole general partner

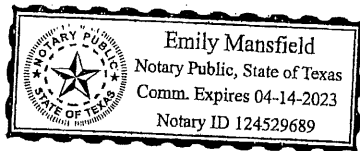
By: HLB 7/22/2020
Holton L. Burns, Manager

GRANTEE'S ADDRESS:

P.O. Box 5885
Austin, Texas 78763

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on July 22, 2020, by Holton L. Burns, Manager of Notloh, LLC, a Texas limited liability company, the sole general partner of RPC Investments, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Emily Mansfield
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

Nick von Kreisler
Kuperman, Orr & Albers, P.C.
2500 Bee Cave Road
Building Two, Suite 150
Austin, Texas 78746

11-GF# 202001095 em
RETURN TO: HERITAGE TITLE
401 CONGRESS AVE., STE.1500
AUSTIN, TEXAS 78701

SCHEDULE 1

TRACT 1: Being all of that certain tract or parcel of land containing 2.44 acres, more or less, situated in the Thomas R. Jackson Survey, Abstract No. 9 and the William Cockburn Survey, Abstract No. 97, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A" attached hereto and made a part hereof.

TRACT 2: Being all of that certain tract or parcel of land containing 6.77 acres, more or less, situated in the Thomas R. Jackson Survey, Abstract No. 9, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "B" attached hereto and made a part hereof.

TRACT 3: Being all of that certain tract or parcel of land containing 15.65 acres, more or less, situated in the Thomas R. Jackson Survey, Abstract No. 9, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "C" attached hereto and made a part hereof.

TRACT 4: Being all of that certain tract or parcel of land containing 202.38 acres, more or less, situated in the Thomas R. Jackson Survey, Abstract No. 9, the Stiles J. Fowler Survey, Abstract 174 and the William Cockburn Survey, Abstract 97, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "D" attached hereto and made a part hereof.

Exhibit A

DESCRIPTION OF 2.44 ACRES, MORE OR LESS, OF LAND AREA, IN THE THOMAS R. JACKSON SURVEY, ABSTRACT NUMBER 9 AND THE WILLIAM COCKBURN SURVEY, ABSTRACT NUMBER 97, HAYS COUNTY, TEXAS, BEING ALL OF THAT TRACT DESCRIBED AS 2.44 ACRES IN A DEED FROM HOLTON L. BURNS TO RPC INVESTMENTS, DATED MARCH 6, 2003 AND RECORDED IN VOLUME 2173, PAGE 353 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found in the west line of that tract described as 387.26 acres in a deed from Mark Eight Corp. to Dickson Properties, Inc., dated March 21, 1973 and recorded in Volume 257, Page 518 of the Hays County Deed Records, for the common northeast corner of the RPC 2.44 acres tract, the southeast corner of that tract described as 71.641 acres in a deed from Pamela M. Ryan to UMARI Partners, LP., dated October 10, 2014 and recorded in Volume 5062, Page 856 of the Hays County Official Public Records;

THENCE leaving the UMARI Partners tract and **PLACE OF BEGINNING** as shown on that plat numbered 26365-20-4-b, dated June 11, 2020 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the common east line of the RPC trac and the west line of the Dickson Properties tract, the following two courses:

1. S 31° 21' 54" E 171.15 feet to a calculated point, and
2. S 31° 35' 41" E 176.15 feet to a calculated point in the north line of that tract described in a deed from Holton Latham Burns to CUNCASHCA, LLC, dated July 10, 2018 and recorded in Hays County Instrument Number 18024535 of the Hays County Official Public records, for the common southeast corner of the RPC 2.44 acre tract and an angle point in the south line of the Dickson Properties tract;

THENCE leaving the Dickson Properties tract, with the common north line of the CUNCASHCA tract and the south line of the RPC tract, the following five courses:

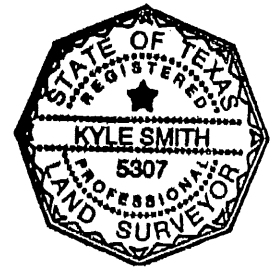
1. N 85° 14' 11" W 140.36 feet to a calculated point,
2. N 72° 15' 35" W 296.99 feet to a calculated point,
3. N 55° 06' 23" W 48.84 feet to a calculated point,
4. N 40° 07' 26" W 102.51 feet to a calculated point,
5. N 22° 55' 27" W 137.98 feet to a calculated point, from which a ½" iron rod found bears N 84°23'42"W 148.84 feet;

THENCE S 84° 23' 42" E 403.16 feet to the PLACE OF BEGINNING.

There are contained within these metes and bounds 2.44 acres, more or less, as prepared from public records and a survey made on the ground on June 11, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone. All ½" iron rods set are capped with a plastic cap stamped "Byrn Survey".



Kyle Smith, R.P.L.S. #5307



Client: Burns, Holton
 Date: June 11, 2020
 Survey: Jackson, Thomas R.
 County: Hays
 Job No: 26365-20-4
 FND 2.44

Exhibit B

DESCRIPTION OF 6.77 ACRES, MORE OR LESS, OF LAND AREA, IN THE THOMAS R. JACKSON SURVEY, ABSTRACT NUMBER 9, HAYS COUNTY, TEXAS, BEING ALL OF THAT TRACT DESCRIBED AS 7 ACRES IN A DEED FROM LUCY REED HIBBERD TO RPC INVESTMENTS, DATED SEPTEMBER 4, 2007 AND RECORDED IN VOLUME 3298, PAGE 356 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the west line of that tract described as 150.00 acres in a deed from Stewardship Interests, LLC to ALFREDALBERT, LLC, dated July 13, 2012 and recorded in Volume 4534, Page 362 of the Hays County Official Public records, for the northeast corner of the RPC 7 acre tract;

THENCE leaving the **PLACE OF BEGINNING** as shown on that plat numbered 26365-20-4-c, dated June 11, 2020 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the common west line of the ALFREDALBERT 150.00 acre tract and the east line of the RPC 7 acre tract, **S 27° 27' 48" W 1068.65 feet** to a calculated point in the north line of that tract described as 347.65 acres in a deed from Historic Gibson LLC to ALFREDALBERT, LLC, dated May 14, 2008 and recorded in Volume 3391, Page 158 of the Hays County Official Public records, for the common southwest corner of the ALFREDALBERT 150.00 acre tract and the south corner of the RPC 7 acre tract, and being in the approximate centerline of Onion Creek;

THENCE leaving the ALFREDALBERT 150.00 acre tract, with the common north line of the ALFREDALBERT 347.65 acre tract and the west line of the RPC 7 acre tract, and being in the approximate centerline of Onion Creek, the following two courses:

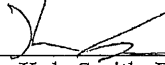
1. **N 17° 45' 36" W 354.40 feet** to a calculated point, and
2. **N 19° 00' 36" W 352.75 feet** to a calculated point;

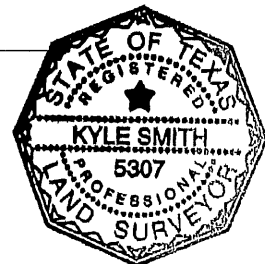
THENCE with the common west line of the RPC 7 acre tract and the north line of the ALFREDALBERT 347.65 acre tract and its extension, **N 43° 45' 51" W 50.98 feet** to a calculated point for the west corner of the RPC 7 acre tract, pass at 41.13 feet the common northwest corner of the ALFREDALBERT 347.65 acre tract and the northeast corner of that tract described as 64.57 acres in a deed from CUNCASHCA LLC to Reed C. Burns, dated December 20, 2019 and recorded in Hays County Instrument Number 20000380 of the Hays County Official Public records;

THENCE leaving the Burns tract, with the north line of the RPC 7 acre tract, the following two courses:

1. **N 57° 35' 33" E 71.66 feet** to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" and
2. **N 73° 41' 53" E 719.54 feet** to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 6.77 acres, more or less, as prepared from public records and a survey made on the ground on June 11, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".


Kyle Smith, R.P.L.S. #5307



Client: Burns, Holton
Date: June 11, 2020
Survey: Jackson, Thomas R.
County: Hays
Job No: 26365-20-4
FND 6.77

Exhibit C

DESCRIPTION OF 15.65 ACRES, MORE OR LESS, OF LAND AREA, IN THE THOMAS R. JACKSON SURVEY, ABSTRACT NUMBER 9, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 18.57 ACRES IN A DEED FROM SAMUEL MONROE LANGSTON ET UX TO ROBERTA CRENSHAW, DATED AUGUST 31, 1984 AND RECORDED IN VOLUME 469, PAGE 263 OF THE HAYS COUNTY REAL PROPERTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with a plastic cap found in the common southwest line of F.M. Highway Number 150 and the northeast line of the Crenshaw tract, for the northeast corner of that tract described as 40.58 acres in a deed from Robert P. Crenshaw to The City of Dripping Springs, dated June 26, 2003 and recorded in Volume 2282, Page 847 of the Hays County Official Public records;

THENCE leaving the City of Dripping Springs tract and **PLACE OF BEGINNING** as shown on that plat numbered 26365-20-4-c, dated June 11, 2020 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the common southwest line of F.M. Highway No. 150 and the northeast line of the Crenshaw tract, the following four courses:

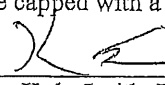
1. S 61° 48' 37" E 984.80 feet to a concrete highway monument found,
2. With a left breaking curve having the following characteristics: Radius = 2904.79 feet, Central Angle = 9°06'10", Arc Length = 461.50 feet and a chord which bears S 66° 23' 37" E 461.01 feet to a concrete highway monument found,
3. S 70° 56' 56" E 391.46 feet to a concrete highway monument found, and
4. With a left breaking curve having the following characteristics: Radius = 994.93 feet, Central Angle = 8°14'52", Arc Length = 143.22 feet and a chord which bears S 75° 11' 35" E 143.10 feet to a calculated point in the north line of that tract described as 387.26 acres in a deed from Mark Eight Corp. to Dickson Properties, Inc., dated March 21, 1973 and recorded in Volume 257, Page 518 of the Hays County Deed Records, for the east corner of the Crenshaw tract;

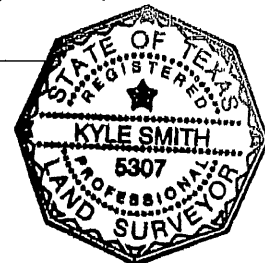
THENCE leaving F.M. Highway No. 150 with the common occupied south line of the Crenshaw tract and the north line of the Dickson Properties tract, the following two courses;

1. S 88° 42' 58" W 1041.51 feet to a calculated point, and
2. S 87° 43' 25" W 737.00 feet to a calculated point in the east line of the City of Dripping Springs tract, from which an iron rod found with a plastic cap for an interior corner in the east line of the City of Dripping Springs tract bears S 01°23'47"E 10.70 feet;

THENCE crossing the Crenshaw tract, N 01° 23' 47" W 867.04 feet to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 15.65 acres, more or less, as prepared from public records and a survey made on the ground on June 11, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone. All ½" iron rods set are capped with a plastic cap stamped "Byrn Survey".


 Kyle Smith, R.P.L.S. #5307



Client: Burns, Holton
 Date: June 11, 2020
 Survey: Jackson, Thomas R.
 County: Hays
 Job No: 26365-20-4
 FND 15.65

Exhibit D

DESCRIPTION OF 202.38 ACRES, MORE OR LESS, OF LAND AREA, IN THE THOMAS R. JACKSON SURVEY, ABSTRACT NUMBER 9, THE STILES J. FOWLER SURVEY, A-174 AND THE WILLIAM COCKBURN SURVEY, A-97, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 387.26 ACRES IN A DEED FROM MARK EIGHT CORP. TO DICKSON PROPERTIES, INC., DATED MARCH 21, 1973 AND RECORDED IN VOLUME 257, PAGE 518 OF THE HAYS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with a plastic cap stamped "Byrn Survey" found in the common south line of F.M. Highway Number 150 and the north line of the Dickson Properties tract, for the northwest corner of that tract described as 18.01 acres in a deed from Reed C. Burns to CUNCASHCA, LLC, dated December 23, 2019 and recorded in Hays County Instrument Number 20000362 of the Hays County Official Public Records;

THENCE leaving F.M. Highway No. 150 and **PLACE OF BEGINNING** as shown on that plat numbered 26365-20-4-c, dated June 11, 2020 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the west line of the CUNCASHCA 18.01 acre tract, the following six courses:

1. S 04° 34' 43" E 459.87 feet to an iron rod found with a plastic cap stamped "Byrn Survey",
2. S 28° 05' 12" W 875.02 feet to an iron rod found with a plastic cap stamped "Byrn Survey",
3. S 54° 41' 27" W 721.69 feet to a 1/2" iron rod found,
4. S 27° 27' 44" W 133.45 feet to an iron rod found with a plastic cap stamped "Byrn Survey",
5. S 22° 32' 28" W 251.19 feet to an iron rod found with a plastic cap stamped "Byrn Survey", and
6. S 10° 08' 14" W 292.14 feet to an iron rod found with a plastic cap stamped "Byrn Survey" for the common southwest corner of the CUNCASHCA 18.01 acre tract and the northwest corner of that tract described as 150.00 acres in a deed from Stewardship Interests, LLC, to ALFREDALBERT, LLC, dated July 13, 2012 and recorded in Volume 4534, Page 362 of the Hays County Official Public Records;

THENCE leaving the CUNCASHCA 18.01 acre tract, with the west line of the ALFREDALBERT 150.00 acre tract, the following two courses;

1. S 11° 49' 53" E 819.42 feet to an iron rod found with a plastic cap stamped "Byrn Survey", and
2. S 06° 44' 52" W 1098.27 feet to a 1/2" iron rod found for the northeast corner of that tract described as 7 acres in a deed from Lucy Reed Hibberd et al to RPC Investments, dated September 4, 2007 and recorded in Volume 3298, Page 356 of the Hays County Official Public records;

THENCE leaving the ALFREDALBERT tract, with the north line of the RPC 7 acre tract, the following two courses:

1. S 73° 41' 53" W 719.54 feet to an iron rod found with a plastic cap stamped "Byrn Survey", and
2. S 57° 35' 33" W 71.66 feet to a calculated point in the northeast line of that tract described as 64.57 acres in a deed from CUNCASHCA LLC, to Reed C. Burns, dated December 20, 2019 and recorded in Hays County Instrument Number 20000380 of the Hays County Official Public records, and being in the approximate center of Onion Creek;

THENCE leaving the RPC 7 acre tract, with the approximate centerline of Onion Creek, the northeast line of the Burns 64.57 acre tract and the north line of that tract described in a deed from Holton Latham Burns to CUNCASHCA, LLC,

dated July 10, 2018 and recorded in Hays County Instrument Number 18024535 of the Hays County Official Public records, the following seven courses:

1. N 43° 45' 51" W 212.02 feet to a calculated point,
2. N 27° 18' 53" W 131.29 feet to a calculated point,
3. N 31° 56' 38" W 301.01 feet to a calculated point,
4. N 44° 53' 38" W 179.26 feet to a calculated point,
5. S 81° 23' 01" W 362.24 feet to a calculated point,
6. S 85° 50' 22" W 277.22 feet to a calculated point,
7. N 85° 14' 11" W 90.93 feet to a calculated point for the southeast corner of that tract described as 2.44 acres in a deed from Holton L. Burns to RPC Investments, LTD., dated March 6, 2003 and recorded in Volume 2173, Page 353 of the Hays County Official Public Records;

THENCE leaving the CUNCASHCA tract, with the east line of the RPC 2.44 acre tract, the following two courses:

1. N 31° 35' 41" W 176.15 feet to a calculated point, and
2. N 31° 21' 54" W 171.15 feet to a 1/2" iron rod found for the common northeast corner of the RPC 2.44 acre tract and the southeast corner of that tract described as 71.641 acres in a deed from Pamela M. Ryan to UMARI Partners, LP., dated October 10, 2014 and recorded in Volume 5062, Page 856 of the Hays County Official Public Records;

THENCE leaving the RPC 2.44 acre tract, with the common east line of the UMARI Partners tract and the west line of the Dickson properties tract, being generally with fence, the following seven courses:

1. N 30° 42' 38" W 139.33 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey",
2. N 19° 44' 50" W 135.72 feet to a 1/2" iron rod found,
3. N 01° 12' 53" E 296.32 feet to a 60d nail found in the west face of a 24" cedar tree,
4. N 07° 12' 55" E 103.71 feet to a 1/2" iron rod found,
5. N 06° 48' 49" E 221.24 feet to a 1/2" iron rod found,
6. N 07° 32' 41" E 191.38 feet to a 1/2" iron rod found, and
7. N 02° 05' 43" W 166.42 feet to an iron rod with a plastic cap found for the southwest corner of that tract described as 40.58 acres in a deed from Roberta P. Crenshaw to The City of Dripping springs, dated June 26, 2003 and recorded in Volume 2282, Page 847 of the Hays County Official Public records;

THENCE leaving the UMARI Partners tract, with the south line of the City of Dripping Springs tract, N 87°58'22"E 660.44 feet to a 1/2" iron rod found for the southeast corner of the City of Dripping Springs tract;

THENCE with the east line of the City of Dripping Springs tract, N 02°05'53"E 2234.79 feet to a 1/2" iron rod found for a northeast corner of the City of Dripping Springs tract;

THENCE with a north line of the City of Dripping Springs tract, **S 87°45'15"W 680.45 feet** to an iron rod found with a plastic cap for an interior corner of the City of Dripping Springs tract;

THENCE with the east line of the City of Dripping Springs tract, **N 01°23'47"W 10.70 feet** to a calculated point in the common occupied north line of the Dickson Properties tract and the south line of that tract described as 18.57 acres in a deed from Samuel Monroe Langston et ux to Roberta Crenshaw, dated August 31, 1984 and recorded in Volume 469, Page 263 of the Hays County Deed Records;

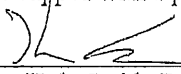
THENCE leaving the City of Dripping Springs tract, with the common occupied north line of the Dickson Properties tract and the south line of the Crenshaw tract, the following two courses:

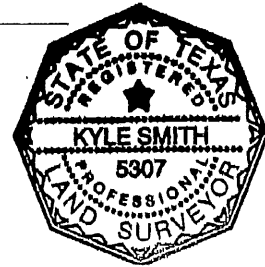
1. **N 87°43'25" E 737.00 feet** to a calculated point, and
2. **N 88°42'58" E 1041.51 feet** to a calculated point in the south line of F.M. Highway No. 150;

THENCE leaving the Crenshaw tract, with the common north line of the Dickson Properties tract and the south line of F.M. Highway No. 150, the following three courses:

1. With a left breaking curve having the following characteristics: Radius=994.93 feet, Central Angle=12°39'31", Arc Length=219.81 feet and a chord which bears **S 85°38'46"E 219.37 feet** to a concrete highway monument found;
2. **N 88°06'43" E 763.83 feet** to a concrete highway monument found, and
3. **N 88°34'31" E 516.01 feet** to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 202.38 acres, more or less, as prepared from public records and a survey made on the ground on June 11, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone. All ½" iron rods set are capped with a plastic cap stamped "Byrn Survey".


 Kyle Smith, R.P.L.S. #5307



Client: Burns, Holton
 Date: June 11, 2020
 Survey: Jackson, Thomas R.
 County: Hays
 Job No: 26365-20-4
 FND 202.38

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

20030036 DEED

07/22/2020 01:45:03 PM Total Fees: \$62.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



BILL OF SALE AND ASSIGNMENT OF LIVING EQUIVALENT UNITS AND OTHER PROPERTY

Date: July 22, 2020

Seller: RPC Investments, Ltd., a Texas limited partnership

Buyer: Cuncashca, LLC, a Texas limited liability company

Living Equivalent Units: Seller is the owner of 300 LUE's, which are reflected on the documents attached as Schedule 1, relating to some or all of the real property described in Schedule 2 attached hereto, such real property more commonly known as the Charro Ranch (hereinafter "LUE's").

Other Property: Seller is the owner of all cattle, livestock, cattleguards, farm and ranch equipment, trucks, automobiles and other similar personal property situated on or used in connection with the real property described in Schedule 2 attached hereto (collectively, the "Personalty").

Transferred/Assigned Property: For valuable consideration, the receipt and sufficiency of which is acknowledge by Seller and Buyer, Seller hereby SELLS, ASSIGNS, CONVEYS and TRANSFERS all of Seller's undivided right, title and interest in and to all LUE's and Personalty to Buyer.

SAID TRANSFER IS MADE WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. BUYER AGREES THAT IT IS TAKING THE TRANSFERRED PROPERTY "AS IS" AND THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES. BUYER HAS NOT RELIED ON ANY INFORMATION OTHER THAN BUYER'S INSPECTION.

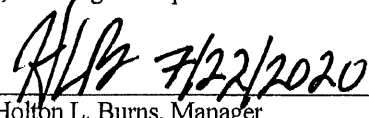
Buyer accepts the assignment of the LUE's and Personalty and agrees to fully perform the duties and obligations of Seller under any contracts affiliated with the transfer of the LUE's and/or Personalty.

Seller hereby acknowledges and agrees that this conveyance is being made as a convenience to the parties to that certain Termination Agreement dated effective as of January 1, 2020, by and among Seller, Buyer, Notloh, LLC, a Texas limited liability company, and Holton L. Burns (the "Termination Agreement"), and that such conveyance shall be deemed to constitute a distribution of undivided interests in and to the property described above to each of Buyer and Holton L. Burns in accordance with the terms of the Termination Agreement, followed by Holton L. Burns' contribution of his undivided interest in all such property to Buyer as a capital contribution thereto, such that Buyer shall own one hundred percent (100%) of all such property.

RPC INVESTMENTS, LTD., a Texas limited partnership

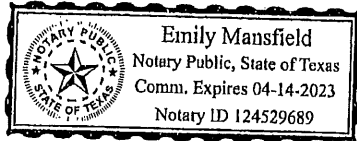
By: NOTLOH, LLC, a Texas limited liability company, its sole general partner

By:

 7/22/2020
Holton L. Burns, Manager

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on July 22, 2020, by Holton L. Burns, Manager of Notloh, LLC, a Texas limited liability company, the sole general partner of RPC Investments, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Emily Mansfield
Notary Public, State of Texas

SCHEDULE 1

LUE's

[see attached 2 pages]

CITY OF DRIPPING SPRINGS

P.O. Box 384 · 511 Mercer Street · Dripping Springs, Texas 78620 (512) 858-4725

WASTEWATER SERVICE RESERVATION REQUEST FORM

FP3-001
FM 150

Please return this form to the City as soon as possible, but no later than April 23, 2009.

Check this box if you do not want to participate:

☐ **I DO NOT WANT TO** connect to the City's sewer collection system. I have written my name and address, and signed below, because I do not wish to participate. I acknowledge that, by checking this box, and electing not to participate, I may not be able to connect to the system in the future.

Name:

Address:

(Print Full Name)_____
(Signature)_____
Phone: _____*Check this box if you do want to participate:*

☒ **I DO** want to connect to the City's sewer collection system.

My voluntary payment of the Reservation Deposit is in accordance with the agreement between the property owner and the City concerning the timing and method of payment of the connection fees, as outlined in the notice above.

Name:

Address:

RPC INVESTMENTS
(Print Full Name)

(Signature)

4412 Spicewood Springs
Suite 300

Austin TX 78789Phone: 512 454 4872512 925 2051 cellEmail: LRHCharro550@aol.com

Turn page over and complete form

Check the appropriate boxes and sign below:

Service Address (if different from above):

see attached

Is the structure(s) to be served existing? ☐ Yes ☒ No

What is the current use of the property?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Vacant

What is the size of the water meter?

What is the proposed use of the property once it is connected to the sewer system?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Undetermined

How many LUEs are you requesting be reserved? 300

Total amount of Reservation Deposit (# LUEs multiplied by \$500): \$150,000

*****below to be completed by City Staff*****

Receipt of Reservation Request Form

Date Form Received:

of LUEs Requested:

Amount of Deposit Received: \$

FP3-001

Received By:
Authorized Representative of City of Dripping Springs

SCHEDULE 2

Real Property

TRACT 1: Being all of that certain tract or parcel of land containing 2.44 acres, more or less, situated in the Thomas R. Jackson Survey, Abstract No. 9 and the William Cockburn Survey, Abstract No. 97, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A" attached hereto and made a part hereof.

TRACT 2: Being all of that certain tract or parcel of land containing 6.77 acres, more or less, situated in the Thomas R. Jackson Survey, Abstract No. 9, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "B" attached hereto and made a part hereof.

TRACT 3: Being all of that certain tract or parcel of land containing 15.65 acres, more or less, situated in the Thomas R. Jackson Survey, Abstract No. 9, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "C" attached hereto and made a part hereof.

TRACT 4: Being all of that certain tract or parcel of land containing 202.38 acres, more or less, situated in the Thomas R. Jackson Survey, Abstract No. 9, the Stiles J. Fowler Survey, Abstract 174 and the William Cockburn Survey, Abstract 97, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "D" attached hereto and made a part hereof.

Exhibit A

DESCRIPTION OF 2.44 ACRES, MORE OR LESS, OF LAND AREA, IN THE THOMAS R. JACKSON SURVEY, ABSTRACT NUMBER 9 AND THE WILLIAM COCKBURN SURVEY, ABSTRACT NUMBER 97, HAYS COUNTY, TEXAS, BEING ALL OF THAT TRACT DESCRIBED AS 2.44 ACRES IN A DEED FROM HOLTON L. BURNS TO RPC INVESTMENTS, DATED MARCH 6, 2003 AND RECORDED IN VOLUME 2173, PAGE 353 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found in the west line of that tract described as 387.26 acres in a deed from Mark Eight Corp. to Dickson Properties, Inc., dated March 21, 1973 and recorded in Volume 257, Page 518 of the Hays County Deed Records, for the common northeast corner of the RPC 2.44 acres tract, the southeast corner of that tract described as 71.641 acres in a deed from Pamela M. Ryan to UMARI Partners, LP., dated October 10, 2014 and recorded in Volume 5062, Page 856 of the Hays County Official Public Records;

THENCE leaving the UMARI Partners tract and **PLACE OF BEGINNING** as shown on that plat numbered 26365-20-4-b, dated June 11, 2020 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the common east line of the RPC trac and the west line of the Dickson Properties tract, the following two courses:

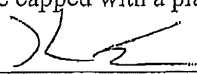
1. S 31° 21' 54" E 171.15 feet to a calculated point, and
2. S 31° 35' 41" E 176.15 feet to a calculated point in the north line of that tract described in a deed from Holton Latham Burns to CUNCASHCA, LLC, dated July 10, 2018 and recorded in Hays County Instrument Number 18024535 of the Hays County Official Public records, for the common southeast corner of the RPC 2.44 acre tract and an angle point in the south line of the Dickson Properties tract;

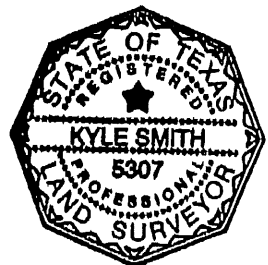
THENCE leaving the Dickson Properties tract, with the common north line of the CUNCASHCA tract and the south line of the RPC tract, the following five courses:

1. N 85° 14' 11" W 140.36 feet to a calculated point,
2. N 72° 15' 35" W 296.99 feet to a calculated point,
3. N 55° 06' 23" W 48.84 feet to a calculated point,
4. N 40° 07' 26" W 102.51 feet to a calculated point,
5. N 22° 55' 27" W 137.98 feet to a calculated point, from which a ½" iron rod found bears N 84°23'42"W 148.84 feet;

THENCE S 84° 23' 42" E 403.16 feet to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 2.44 acres, more or less, as prepared from public records and a survey made on the ground on June 11, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone. All ½" iron rods set are capped with a plastic cap stamped "Byrn Survey".


 Kyle Smith, R.P.L.S. #5307



Client: Burns, Holton
 Date: June 11, 2020
 Survey: Jackson, Thomas R.
 County: Hays
 Job No: 26365-20-4
 FND 2.44

Exhibit B

DESCRIPTION OF 6.77 ACRES, MORE OR LESS, OF LAND AREA, IN THE THOMAS R. JACKSON SURVEY, ABSTRACT NUMBER 9, HAYS COUNTY, TEXAS, BEING ALL OF THAT TRACT DESCRIBED AS 7 ACRES IN A DEED FROM LUCY REED HIBBERD TO RPC INVESTMENTS, DATED SEPTEMBER 4, 2007 AND RECORDED IN VOLUME 3298, PAGE 356 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the west line of that tract described as 150.00 acres in a deed from Stewardship Interests, LLC to ALFREDALBERT, LLC, dated July 13, 2012 and recorded in Volume 4534, Page 362 of the Hays County Official Public records, for the northeast corner of the RPC 7 acre tract;

THENCE leaving the **PLACE OF BEGINNING** as shown on that plat numbered 26365-20-4-c, dated June 11, 2020 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the common west line of the ALFREDALBERT 150.00 acre tract and the east line of the RPC 7 acre tract, **S 27° 27' 48" W 1068.65 feet** to a calculated point in the north line of that tract described as 347.65 acres in a deed from Historic Gibson LLC to ALFREDALBERT, LLC, dated May 14, 2008 and recorded in Volume 3391, Page 158 of the Hays County Official Public records, for the common southwest corner of the ALFREDALBERT 150.00 acre tract and the south corner of the RPC 7 acre tract, and being in the approximate centerline of Onion Creek;

THENCE leaving the ALFREDALBERT 150.00 acre tract, with the common north line of the ALFREDALBERT 347.65 acre tract and the west line of the RPC 7 acre tract, and being in the approximate centerline of Onion Creek, the following two courses:

1. **N 17° 45' 36" W 354.40 feet** to a calculated point, and
2. **N 19° 00' 36" W 352.75 feet** to a calculated point;

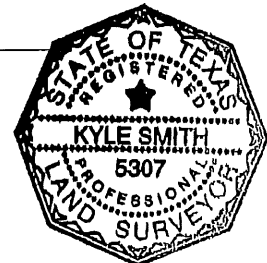
THENCE with the common west line of the RPC 7 acre tract and the north line of the ALFREDALBERT 347.65 acre tract and its extension, **N 43° 45' 51" W 50.98 feet** to a calculated point for the west corner of the RPC 7 acre tract, pass at 41.13 feet the common northwest corner of the ALFREDALBERT 347.65 acre tract and the northeast corner of that tract described as 64.57 acres in a deed from CUNCASHCA LLC to Reed C. Burns, dated December 20, 2019 and recorded in Hays County Instrument Number 20000380 of the Hays County Official Public records;

THENCE leaving the Burns tract, with the north line of the RPC 7 acre tract, the following two courses:

1. **N 57° 35' 33" E 71.66 feet** to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" and
2. **N 73° 41' 53" E 719.54 feet** to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 6.77 acres, more or less, as prepared from public records and a survey made on the ground on June 11, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".

Kyle Smith, R.P.L.S. #5307



Client: Burns, Holton
 Date: June 11, 2020
 Survey: Jackson, Thomas R.
 County: Hays
 Job No: 26365-20-4
 FND 6.77

Exhibit C

DESCRIPTION OF 15.65 ACRES, MORE OR LESS, OF LAND AREA, IN THE THOMAS R. JACKSON SURVEY, ABSTRACT NUMBER 9, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 18.57 ACRES IN A DEED FROM SAMUEL MONROE LANGSTON ET UX TO ROBERTA CRENSHAW, DATED AUGUST 31, 1984 AND RECORDED IN VOLUME 469, PAGE 263 OF THE HAYS COUNTY REAL PROPERTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with a plastic cap found in the common southwest line of F.M. Highway Number 150 and the northeast line of the Crenshaw tract, for the northeast corner of that tract described as 40.58 acres in a deed from Robert P. Crenshaw to The City of Dripping Springs, dated June 26, 2003 and recorded in Volume 2282, Page 847 of the Hays County Official Public records;

THENCE leaving the City of Dripping Springs tract and **PLACE OF BEGINNING** as shown on that plat numbered 26365-20-4-c, dated June 11, 2020 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the common southwest line of F.M. Highway No. 150 and the northeast line of the Crenshaw tract, the following four courses:

1. S 61° 48' 37" E 984.80 feet to a concrete highway monument found,
2. With a left breaking curve having the following characteristics: Radius = 2904.79 feet, Central Angle = 9°06'10", Arc Length = 461.50 feet and a chord which bears S 66° 23' 37" E 461.01 feet to a concrete highway monument found,
3. S 70° 56' 56" E 391.46 feet to a concrete highway monument found, and
4. With a left breaking curve having the following characteristics: Radius = 994.93 feet, Central Angle = 8°14'52", Arc Length = 143.22 feet and a chord which bears S 75° 11' 35" E 143.10 feet to a calculated point in the north line of that tract described as 387.26 acres in a deed from Mark Eight Corp. to Dickson Properties, Inc., dated March 21, 1973 and recorded in Volume 257, Page 518 of the Hays County Deed Records, for the east corner of the Crenshaw tract;

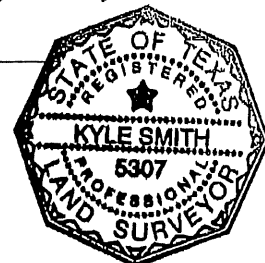
THENCE leaving F.M. Highway No. 150 with the common occupied south line of the Crenshaw tract and the north line of the Dickson Properties tract, the following two courses;

1. S 88° 42' 58" W 1041.51 feet to a calculated point, and
2. S 87° 43' 25" W 737.00 feet to a calculated point in the east line of the City of Dripping Springs tract, from which an iron rod found with a plastic cap for an interior corner in the east line of the City of Dripping Springs tract bears S 01°23'47"E 10.70 feet;

THENCE crossing the Crenshaw tract, N 01° 23' 47" W 867.04 feet to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 15.65 acres, more or less, as prepared from public records and a survey made on the ground on June 11, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone. All ½" iron rods set are capped with a plastic cap stamped "Byrn Survey".

Kyle Smith, R.P.L.S. #5307



Client: Burns, Holton
 Date: June 11, 2020
 Survey: Jackson, Thomas R.
 County: Hays
 Job No: 26365-20-4
 FND 15.65

Exhibit D

DESCRIPTION OF 202.38 ACRES, MORE OR LESS, OF LAND AREA, IN THE THOMAS R. JACKSON SURVEY, ABSTRACT NUMBER 9, THE STILES J. FOWLER SURVEY, A-174 AND THE WILLIAM COCKBURN SURVEY, A-97, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 387.26 ACRES IN A DEED FROM MARK EIGHT CORP. TO DICKSON PROPERTIES, INC., DATED MARCH 21, 1973 AND RECORDED IN VOLUME 257, PAGE 518 OF THE HAYS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with a plastic cap stamped "Byrn Survey" found in the common south line of F.M. Highway Number 150 and the north line of the Dickson Properties tract, for the northwest corner of that tract described as 18.01 acres in a deed from Reed C. Burns to CUNCASHCA, LLC, dated December 23, 2019 and recorded in Hays County Instrument Number 20000362 of the Hays County Official Public Records;

THENCE leaving F.M. Highway No. 150 and **PLACE OF BEGINNING** as shown on that plat numbered 26365-20-4-c, dated June 11, 2020 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the west line of the CUNCASHCA 18.01 acre tract, the following six courses:

1. S 04° 34' 43" E 459.87 feet to an iron rod found with a plastic cap stamped "Byrn Survey",
2. S 28° 05' 12" W 875.02 feet to an iron rod found with a plastic cap stamped "Byrn Survey",
3. S 54° 41' 27" W 721.69 feet to a 1/2" iron rod found,
4. S 27° 27' 44" W 133.45 feet to an iron rod found with a plastic cap stamped "Byrn Survey",
5. S 22° 32' 28" W 251.19 feet to an iron rod found with a plastic cap stamped "Byrn Survey", and
6. S 10° 08' 14" W 292.14 feet to an iron rod found with a plastic cap stamped "Byrn Survey" for the common southwest corner of the CUNCASHCA 18.01 acre tract and the northwest corner of that tract described as 150.00 acres in a deed from Stewardship Interests, LLC, to ALFREDALBERT, LLC, dated July 13, 2012 and recorded in Volume 4534, Page 362 of the Hays County Official Public Records;

THENCE leaving the CUNCASHCA 18.01 acre tract, with the west line of the ALFREDALBERT 150.00 acre tract, the following two courses;

1. S 11° 49' 53" E 819.42 feet to an iron rod found with a plastic cap stamped "Byrn Survey", and
2. S 06° 44' 52" W 1098.27 feet to a 1/2" iron rod found for the northeast corner of that tract described as 7 acres in a deed from Lucy Reed Hibberd et al to RPC Investments, dated September 4, 2007 and recorded in Volume 3298, Page 356 of the Hays County Official Public records;

THENCE leaving the ALFREDALBERT tract, with the north line of the RPC 7 acre tract, the following two courses:

1. S 73° 41' 53" W 719.54 feet to an iron rod found with a plastic cap stamped "Byrn Survey", and
2. S 57° 35' 33" W 71.66 feet to a calculated point in the northeast line of that tract described as 64.57 acres in a deed from CUNCASHCA LLC, to Reed C. Burns, dated December 20, 2019 and recorded in Hays County Instrument Number 20000380 of the Hays County Official Public records, and being in the approximate center of Onion Creek;

THENCE leaving the RPC 7 acre tract, with the approximate centerline of Onion Creek, the northeast line of the Burns 64.57 acre tract and the north line of that tract described in a deed from Holton Latham Burns to CUNCASHCA, LLC,

dated July 10, 2018 and recorded in Hays County Instrument Number 18024535 of the Hays County Official Public records, the following seven courses:

1. N 43° 45' 51" W 212.02 feet to a calculated point,
2. N 27° 18' 53" W 131.29 feet to a calculated point,
3. N 31° 56' 38" W 301.01 feet to a calculated point,
4. N 44° 53' 38" W 179.26 feet to a calculated point,
5. S 81° 23' 01" W 362.24 feet to a calculated point,
6. S 85° 50' 22" W 277.22 feet to a calculated point,
7. N 85° 14' 11" W 90.93 feet to a calculated point for the southeast corner of that tract described as 2.44 acres in a deed from Holton L. Burns to RPC Investments, LTD., dated March 6, 2003 and recorded in Volume 2173, Page 353 of the Hays County Official Public Records;

THENCE leaving the CUNCASHCA tract, with the east line of the RPC 2.44 acre tract, the following two courses:

1. N 31° 35' 41" W 176.15 feet to a calculated point, and
2. N 31° 21' 54" W 171.15 feet to a 1/2" iron rod found for the common northeast corner of the RPC 2.44 acre tract and the southeast corner of that tract described as 71.641 acres in a deed from Pamela M. Ryan to UMARI Partners, L.P., dated October 10, 2014 and recorded in Volume 5062, Page 856 of the Hays County Official Public Records;

THENCE leaving the RPC 2.44 acre tract, with the common east line of the UMARI Partners tract and the west line of the Dickson properties tract, being generally with fence, the following seven courses:

1. N 30° 42' 38" W 139.33 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey",
2. N 19° 44' 50" W 135.72 feet to a 1/2" iron rod found,
3. N 01° 12' 53" E 296.32 feet to a 60d nail found in the west face of a 24" cedar tree,
4. N 07° 12' 55" E 103.71 feet to a 1/2" iron rod found,
5. N 06° 48' 49" E 221.24 feet to a 1/2" iron rod found,
6. N 07° 32' 41" E 191.38 feet to a 1/2" iron rod found, and
7. N 02° 05' 43" W 166.42 feet to an iron rod with a plastic cap found for the southwest corner of that tract described as 40.58 acres in a deed from Roberta P. Crenshaw to The City of Dripping springs, dated June 26, 2003 and recorded in Volume 2282, Page 847 of the Hays County Official Public records;

THENCE leaving the UMARI Partners tract, with the south line of the City of Dripping Springs tract, N 87°58'22"E 660.44 feet to a 1/2" iron rod found for the southeast corner of the City of Dripping Springs tract;

THENCE with the east line of the City of Dripping Springs tract, N 02°05'53"E 2234.79 feet to a 1/2" iron rod found for a northeast corner of the City of Dripping Springs tract;

THENCE with a north line of the City of Dripping Springs tract, S 87°45'15"W 680.45 feet to an iron rod found with a plastic cap for an interior corner of the City of Dripping Springs tract;

THENCE with the east line of the City of Dripping Springs tract, N 01°23'47"W 10.70 feet to a calculated point in the common occupied north line of the Dickson Properties tract and the south line of that tract described as 18.57 acres in a deed from Samuel Monroe Langston et ux to Roberta Crenshaw, dated August 31, 1984 and recorded in Volume 469, Page 263 of the Hays County Deed Records;

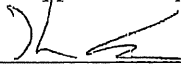
THENCE leaving the City of Dripping Springs tract, with the common occupied north line of the Dickson Properties tract and the south line of the Crenshaw tract, the following two courses:

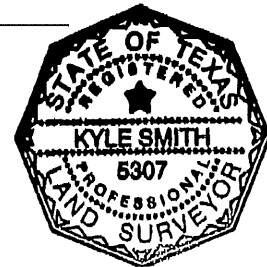
1. N 87°43'25" E 737.00 feet to a calculated point, and
2. N 88°42'58" E 1041.51 feet to a calculated point in the south line of F.M. Highway No. 150;

THENCE leaving the Crenshaw tract, with the common north line of the Dickson Properties tract and the south line of F.M. Highway No. 150, the following three courses:

1. With a left breaking curve having the following characteristics: Radius=994.93 feet, Central Angle=12°39'31", Arc Length=219.81 feet and a chord which bears S 85°38'46"E 219.37 feet to a concrete highway monument found;
2. N 88°06'43" E 763.83 feet to a concrete highway monument found, and
3. N 88°34'31" E 516.01 feet to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 202.38 acres, more or less, as prepared from public records and a survey made on the ground on June 11, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone. All ½" iron rods set are capped with a plastic cap stamped "Byrn Survey".


 Kyle Smith, R.P.L.S. #5307



Client: Burns, Holton
 Date: June 11, 2020
 Survey: Jackson, Thomas R.
 County: Hays
 Job No: 26365-20-4
 FND 202.38

BILL OF SALE & ASSIGNMENT OF LIVING UNIT EQUIVALENTS

Effective Date: July 22, 2020

Seller: Holton Burns

Buyers: Cuncashca, LLC

Living Equivalent Units:

Seller is the owner of 25 Living Unit Equivalents (the "LUE's") pursuant to that certain Bill of Sale & Assignment of Living Equivalent Units from the Estate of Lucy Reed Hibberd, dated December 23, 2019, a true and correct copy of which is attached hereto as Exhibit A, such assignment more particularly describing the LUE's.

Seller is also the owner of 40 LUE's pursuant to that certain Wastewater Service Reservation Request submitted to the City of Dripping Springs, a true and correct copy of which is attached hereto as Exhibit B.

Transferred/Assigned Property:

For valuable consideration, the receipt and sufficiency of which is acknowledge by Seller and Buyer, Seller hereby sells and assigns all of Seller's undivided right, title and interest in and to all LUE's described above.

SAID TRANSFER IS MADE WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. BUYER AGREES THAT IT IS TAKING THE TRANSFERRED PROPERTY "AS IS" AND THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES. BUYER HAS NOT RELIED ON ANY INFORMATION OTHER THAN BUYER'S INSPECTION.

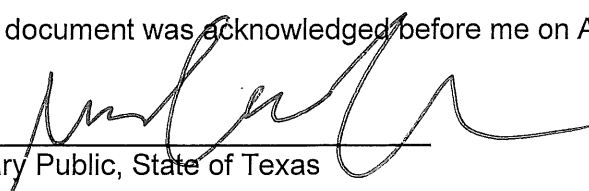
Buyer accepts the assignment of the LUE's and agrees to fully perform the duties and obligations of Holton Burns under any contracts affiliated with the transfer of the LUE's.



Holton Burns

State of Texas
County of Travis

This document was acknowledged before me on August 20, 2020, by Holton Burns.



Notary Public, State of Texas

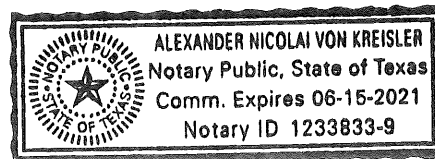


EXHIBIT A

(see attached)

BILL OF SALE & ASSIGNMENT OF LIVING EQUIVALENT UNITS

Date: December 23, 2019

Seller: Estate of Lucy Reed Hibberd

Buyers: Reed Burns & Holton Burns

Living Equivalent Units:

Seller is believed to be the owner of 110 LUE's, which are reflected on the documents attached as Exhibit "1", relating to the real property more commonly known as the Charro Ranch (hereinafter "LUE's").

Transferred/Assigned Property:

For valuable consideration, the receipt and sufficiency of which is acknowledge by the Seller and Buyers, Seller hereby sells and assigns all of Seller's undivided right, title and interest, if any, in and to all LUE's, as follows:

85	Reed Burns
25	Holton Burns

SAID TRANSFER IS MADE WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. BUYERS AGREE THAT THEY ARE TAKING THE TRANSFERRED PROPERTY "AS IS" AND THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES. BUYER HAS NOT RELIED ON ANY INFORMATION OTHER THAN BUYER'S INSPECTION.

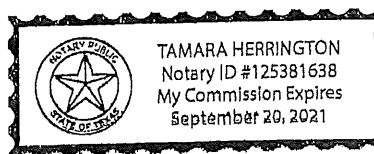
Buyers accept the assignment of the LUE's and agrees to fully perform the duties and obligations of Lucy Reed Hibberd under any contracts affiliated with the transfer of the LUE's.

Nancy Phelan
Nancy Phelan, Independent Executrix of the
Estate of Lucy Reed Hibberd

State of Texas
County of Travis

This document was acknowledged before me on December 23, 2019 by Nancy Phelan Independent Executrix of the Estate of Lucy Reed Hibberd.

[Signature]
Notary Public, State of Texas
My Commission Expires:



CITY OF DRIPPING SPRINGS

P.O. Box 384 511 Mercer Street Dripping Springs, Texas 78620 (512) 858-4725

WASTEWATER SERVICE RESERVATION REQUEST FORM

FP3-001
FM 150

Please return this form to the City as soon as possible, but no later than April 23, 2009.

Check this box if you do not want to participate:

☐ **I DO NOT WANT TO** connect to the City's sewer collection system. I have written my name and address, and signed below, because I do not wish to participate. I acknowledge that, by checking this box, and electing not to participate, I may not be able to connect to the system in the future.

Name:

Address:

(Print Full Name)

(Signature)

Phone:

Check this box if you do want to participate:

☒ **I DO** want to connect to the City's sewer collection system.

My voluntary payment of the Reservation Deposit is in accordance with the agreement between the property owner and the City concerning the timing and method of payment of the connection fees, as outlined in the notice above.

Name:

Address:

LUCY R. HIBBERD
(Print Full Name)

327 SOUTH 7THASPEN CO81611

(Signature)

Phone: 970-920-1338512-925-2051 cellEmail: LRHcharro550@aol.com

Turn page over and complete form

EXHIBIT

1

Check the appropriate boxes and sign below:

Service Address (if different from above):

see attached

Is the structure(s) to be served existing? ☐ Yes ☒ No

What is the current use of the property?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Vacant

What is the size of the water meter? /

What is the proposed use of the property once it is connected to the sewer system?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Undetermined

How many LUEs are you requesting be reserved? 50

Total amount of Reservation Deposit (# LUEs multiplied by \$500): \$25000

*****below to be completed by City Staff*****

Receipt of Reservation Request Form

Date Form Received:

of LUEs Requested:

Amount of Deposit Received: \$

FP3-001

Received By:

Authorized Representative of City of Dripping Springs

CITY OF DRIPPING SPRINGS

P.O. Box 384 · 511 Mercer Street · Dripping Springs, Texas 78620 (512) 858-4725

WASTEWATER SERVICE RESERVATION REQUEST FORM

FP3-001
FM 150

Please return this form to the City as soon as possible, but no later than April 23, 2009.

Check this box if you do not want to participate:

☐ **I DO NOT WANT TO** connect to the City's sewer collection system. I have written my name and address, and signed below, because I do not wish to participate. I acknowledge that, by checking this box, and electing not to participate, I may not be able to connect to the system in the future.

Name:

Address:

(Print Full Name)

(Signature)

Phone:

Check this box if you do want to participate:

☒ **I DO** want to connect to the City's sewer collection system.

My voluntary payment of the Reservation Deposit is in accordance with the agreement between the property owner and the City concerning the timing and method of payment of the connection fees, as outlined in the notice above.

Name:

Address:

LUCY R. HIBBERD
(Print Full Name)

Lucy R. Hibberd
(Signature)

327 South TL

Aspen CO 81611

Phone: 970-920-1338

512-925-2051

Email: LRHcharro550@aol.com

Turn page over and complete form

Check the appropriate boxes and sign below:

Service Address (if different from above):

see attached

Is the structure(s) to be served existing? ☐ Yes ☒ No

What is the current use of the property?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Vacant

What is the size of the water meter?

What is the proposed use of the property once it is connected to the sewer system?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Undetermined

How many LUEs are you requesting be reserved? 30

Total amount of Reservation Deposit (# LUEs multiplied by \$500): \$15000

*****below to be completed by City Staff*****

Receipt of Reservation Request Form

Date Form Received: # of LUEs Requested:

Amount of Deposit Received: \$ FP3-001

Received By:
Authorized Representative of City of Dripping Springs

CITY OF DRIPPING SPRINGS

P.O. Box 384 511 Mercer Street Dripping Springs, Texas 78620 (512) 858-4725

WASTEWATER SERVICE RESERVATION REQUEST FORM

FP3-002
FM 150 (northside)

Please return this form to the City as soon as possible, but no later than April 23, 2009.

Check this box if you do not want to participate:

☐ **I DO NOT WANT TO** connect to the City's sewer collection system. I have written my name and address, and signed below, because I do not wish to participate. I acknowledge that, by checking this box, and electing not to participate, I may not be able to connect to the system in the future.

Name:

Address:

(Print Full Name)

(Signature)

Phone:

Check this box if you do want to participate:

☒ **I DO** want to connect to the City's sewer collection system.

My voluntary payment of the Reservation Deposit is in accordance with the agreement between the property owner and the City concerning the timing and method of payment of the connection fees, as outlined in the notice above.

Name:

Address:

LUCY R. HIBBERD
(Print Full Name)

327 SOUTH 7TH
ASPEN CO 81611

(Signature)

Phone: 970-920-1338Email: L.R.HIBBERD@att.net512-925-2051 cell

Turn page over and complete form

Check the appropriate boxes and sign below:

Service Address (if different from above):

see attached

Is the structure(s) to be served existing? ☐ Yes ☒ No

What is the current use of the property?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Vacant

What is the size of the water meter? /

What is the proposed use of the property once it is connected to the sewer system?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Undetermined

How many LUEs are you requesting be reserved? 30

Total amount of Reservation Deposit (# LUEs multiplied by \$500): \$ 15000

*****below to be completed by City Staff*****

Receipt of Reservation Request Form

Date Form Received: _____ # of LUEs Requested: _____

Amount of Deposit Received: \$ _____ FP3-002

Received By: _____
Authorized Representative of City of Dripping Springs

EXHIBIT B

(see attached)

CITY OF DRIPPING SPRINGS

P.O. Box 384 511 Mercer Street Dripping Springs, Texas 78620 (512) 858-4725

WASTEWATER SERVICE RESERVATION REQUEST FORM

FP3-002
FM 150 (northside)

Please return this form to the City as soon as possible, but no later than April 23, 2009.

Check this box if you do not want to participate:

☐ **I DO NOT WANT TO** connect to the City's sewer collection system. I have written my name and address, and signed below, because I do not wish to participate. I acknowledge that, by checking this box, and electing not to participate, I may not be able to connect to the system in the future.

Name:

Address:

(Print Full Name)_____
(Signature)

Phone: _____

Check this box if you do want to participate:

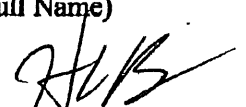
☒ **I DO** want to connect to the City's sewer collection system.

My voluntary payment of the Reservation Deposit is in accordance with the agreement between the property owner and the City concerning the timing and method of payment of the connection fees, as outlined in the notice above.

Name:

Address:

H.L. BURNS
(Print Full Name)


(Signature)

BOX 5885 AUSTIN, TX,
78763

Phone:

512-454-4872Email: BURNS_HL@YAHOO.COM

Turn page over and complete form

Check the appropriate boxes and sign below:

Service Address (if different from above):

Is the structure(s) to be served existing? ☐ Yes ☒ No

What is the current use of the property?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Vacant

What is the size of the water meter? _____

What is the proposed use of the property once it is connected to the sewer system?

☒ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☐ Undetermined

How many LUEs are you requesting be reserved? 30 → 40 \$20,000

Total amount of Reservation Deposit (# LUEs multiplied by \$500): ~~25,000~~

*****below to be completed by City Staff*****

Receipt of Reservation Request Form

Date Form Received: _____

of LUEs Requested: _____

Amount of Deposit Received: \$ _____

FP3-002

Received By: _____
Authorized Representative of City of Dripping Springs

Special Warranty Deed

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.

Date: December 23, 2019

Grantor: Reed C. Burns

Grantor's Mailing Address: 3716 Mercedith St Austin, TX 78703

Grantee: Cuncashca, LLC, a Texas limited liability company

Grantee's Mailing Address: 2604 Hillview Rd Austin, TX 78703

Consideration: Cash and other good and valuable consideration.

Property (including any improvements):

All of Grantor's undivided interest in 18.01 acres, more or less, of land area in the Thomas R. Jackson Survey, A-9, Hays County, Texas, being a portion of that tract described as 30 acres in a deed from Compass Bank, Successor Trustee, to Lucy Reed Hibbert et al dated August 2, 2007 and recorded in Volume 3241, Page 686 of the Hays County Official Public Records and being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all pertinent purposes.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants,

conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any water, utility, road, or improvement districts which affect the Property; standby fees, taxes, and assessments by any taxing authority for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee also assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by or through Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

Reed C. Burns

Reed C. Burns

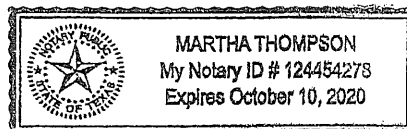
State of Texas

County of Travis

This document was acknowledged before me on December 23, 2019 by Reed C. Burns.

Mosell

Notary Public, State of Texas



NOTICE: This instrument was prepared by Hancock McGill & Bleau, LLP using information provided by third parties. We have not investigated or verified information provided to us and do not warrant the validity of the information or quality of title to the real estate described above. **We do not represent the parties named in this instrument. The parties should seek independent legal counsel for advice concerning the effect and consequences of this instrument.**

AFTER RECORDING RETURN TO:

Holton Burns
2604 Hillview Rd
Austin, TX 78703

Exhibit "A"

DESCRIPTION OF 18.01 ACRES, MORE OR LESS, OF LAND AREA IN THE THOMAS R. JACKSON SURVEY, A-9, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 30 ACRES IN A DEED FROM COMPASS BANK, SUCCESSOR TRUSTEE, TO LUCY REED HIBBERD ET AL DATED AUGUST 2, 2007, AND RECORDED IN VOLUME 3241, PAGE 686 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a plastic cap stamped "Byrn Survey" in the south line of F.M. Highway No. 150 for the northwest corner of the Hibberd 30 acre tract and this description and northeast corner of the remaining portion of that tract described as 387.26 acres in a deed from Mark Eight Corp. to Dickson Properties, Inc. dated March 21, 1973 and recorded in Volume 257, Page 518 of the Hays County Deed Records, from which a TXDOT concrete monument found bears S 88° 35' 05" W 516.03 feet;

THENCE leaving the remaining portion of the Dickson Properties 387.26 acre tract and the **PLACE OF BEGINNING** as shown on that plat numbered 26365-19-4-b dated October 24, 2019 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the common north line of the Hibberd 30 acre tract and south line of F.M. Highway No. 150, the following two courses:

1. N 88° 35' 05" E 365.12 feet to a TXDOT concrete monument found for an angle point and,
2. S 47° 32' 03" E 224.50 feet to a 1/2" iron rod set for the northeast corner of this description;

THENCE leaving F.M. Highway No. 150 and crossing the Hibberd 30 acre tract, the following four courses:

1. S 52° 57' 11" W 610.77 feet to a 1/2" iron rod set for an angle point,
2. S 28° 06' 18" W 271.93 feet to a 1/2" iron rod set for an angle point,
3. S 21° 20' 30" W 696.42 feet to a 1/2" iron rod set for an angle point, and
4. S 01° 18' 42" E 763.86 feet to a 1/2" iron rod set in the north line of that tract described as 150.00 acres in a deed from Stewardship Interests, LLC. to Alfredalbert, LLC, dated July 13, 2012 and recorded in Volume 4534, Page 362 of the Hays County Official Public Records for the southeast corner of this description, from which a 1/2" iron rod found for the southeast corner of the Hibberd 30 acre tract and northeast corner of the Alfredalbert 150.00 acre tract bears N 81° 48' 30" E 306.56 feet;

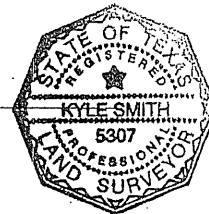
THENCE with the common south line of the Hibberd 30 acre tract and north line of the Alfredalbert 150.00 acre tract S 81° 48' 30" W 861.26 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" in the east line of the previously mentioned remaining portion of the Dickson 387.26 acre tract for the southwest corner of the Hibberd 30 acre tract and this description and northwest corner of the Alfredalbert 150.00 acre tract;

THENCE leaving the Alfreda Albert 150.00 acre tract with the common west line of the Hibberd 30 acre tract and east line of the remaining portion of the Dickson Properties 387.26 acre tract, the following six courses:

1. N 10° 08' 22" E 292.17 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" for an angle point,
2. N 22° 32' 12" E 251.19 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" for an angle point,
3. N 27° 29' 04" E 133.39 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" for an angle point,
4. N 54° 41' 02" E 721.67 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" for an angle point,
5. N 28° 05' 22" E 875.05 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" for an angle point, and
6. N 04° 34' 56" W 459.79 feet to the **PLACE OF BEGINNING**. There are contained within these metes and bounds 18.01 acres, more or less, of land area as prepared from public records and a survey made on the ground on August 27, 2019 by Byrn & Associates, Inc. of San Marcos, Texas. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey". The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone.



Kyle Smith, R.P.L.S. #5307



Client: Burns, H.
 Date: October 24, 2019
 Survey: Jackson, T. A-9
 County: Hays
 Job No: 26365-19-4
 FND 18.01

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

20000362 DEED
01/03/2020 02:20:01 PM Total Fees: \$42.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



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

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

HOLTON LATHAM BURNS (also known as Holton L. Burns), an individual residing in Travis County, Texas ("Grantor"), for Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by CUNCASHCA, LLC, a Texas limited liability company ("Grantee"), the receipt and sufficiency of which is acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto Grantee all of the following described property located in Hays County, Texas:

The land (the "Land"), together with all the improvements and fixtures located thereon, described in Exhibit A which is attached to this deed and is incorporated herein by reference (collectively, the "Property").

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

This conveyance is made and accepted subject to any and all valid and subsisting restrictions, easements, rights-of-way, reservations, conditions and covenants, maintenance charges (and any lien securing said maintenance charges), if any, applicable to and enforceable against the Property as shown by the Official Public Records of Hays County, Texas, and to any applicable

zoning laws or ordinances of any municipal and/or other governmental authorities having jurisdiction over the Property.

Taxes on the Property for the year 2018 have been prorated between Grantor and Grantee as of the date of the delivery of this deed, and taxes for 2018 and subsequent years and subsequent assessments (after the date hereof) for prior years due to change in land usage or ownership are assumed by Grantee.

Dated: July 10, 2018.

GRANTOR:



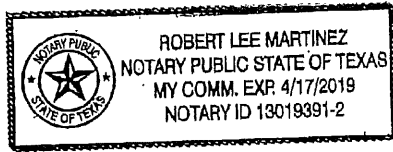
HOLTON LATHAM BURNS

GRANTEE'S ADDRESS:

2604 Hillview Road
Austin, Texas 78703

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on July 10, 2018, by Holton Latham Burns.



Robert L. Martinez
Notary Public, State of Texas
Notary ID No.: 13019391-2

AFTER RECORDING, RETURN TO:

Nick von Kreisler
Kuperman, Orr & Albers, P.C.
2500 Bee Cave Road
Building Two, Suite 150
Austin, Texas 78746

EXHIBIT A

Legal Description of the Land

Tract A

An approximately **134.93** acre tract of land in the Thomas R. Jackson Survey No. 25, Abstract No. 9, and the William Cockburn Survey No. 32, Abstract No. 97, Hays County, Texas, being a portion of that tract described as a 166.938 acre tract (Tract 1) and a portion of that tract described as a 99.74 acre tract (Tract 2) in a deed from RPC Investments, Inc. to Charro 550, Ltd., dated November 30, 2000, recorded in Volume 1761, Page 174 of the Official Public Records of Hays County, Texas, such 134.93 acre tract being the same property described as "Tract 3" in that certain Special Warranty Deed with Vendor's Lien dated December 18, 2002, executed by Charro 550 Limited Partnership and recorded in Volume 2155, Page 193 of the Official Public Records of Hays County, Texas; **SAVE AND EXCEPT**

An approximately **2.44** acre tract of land in the Thomas R. Jackson Survey No. 25, Abstract No. 9, and the William Cockburn Survey No. 32, Abstract No. 97, Hays County, Texas, being a portion of that tract described as a 134.93 acre tract in a deed from Charro 550 Limited Partnership, recorded in Volume 2155, Page 193 of the Official Public Records of Hays County, Texas, such 2.44 acre tract being the same property described in Exhibit C to that certain Boundary Agreement and Special Warranty Deed dated March 6, 2003, between Holton L. Burns and RPC Investments, Ltd. recorded in Volume 2173, Page 353 of the Official Public Records of Hays County, Texas.

Tract B

An approximately **8.04** acre tract of land in the Thomas R. Jackson Survey No. 25, Abstract No. 9, Hays County, Texas, being a portion of that tract described as a 387.26 acre tract in a deed from Mark Eight Corporation to Dickson Properties, Inc. dated March 21, 1973, recorded in Volume 257, Page 518 of the Official Public Records of Hays County, Texas, such 8.04 acre tract being the same property described in Exhibit D to that certain Boundary Agreement and Special Warranty Deed dated March 6, 2003, between Holton L. Burns and RPC Investments, Ltd. recorded in Volume 2173, Page 353 of the Official Public Records of Hays County, Texas.

Tract C

An approximately **16.0** acre tract of land in the Thomas R. Jackson Survey No. 25, Abstract No. 9, Hays County, Texas, being a portion of that tract described as a 96.73 acre tract in a deed to Roberta Crenshaw recorded in Volume 469, Page 263 of the Official Public Records of Hays County, Texas, such 16.0 acre tract being the same property described in that certain Executor's Distribution Deed dated April 18, 2007, from Lucy Reed Hibberd, as independent executor of the Estate of Roberta P. Crenshaw, deceased, to Holton Latham Burns recorded in Volume 3152, Page 747 of the Official Public Records of Hays County, Texas.

Tract D

An undivided one-sixth (1/6th) interest in and to an approximately **30.0** acre tract of land in the Thomas R. Jackson Survey No. 25, Abstract No. 9, Hays County, Texas, being a portion of the remainder of that tract described as 151.73 acres (Tract 6) in a deed to Compass Bank, N.A., Trustee for the M.H. Reed Trust No. 2, recorded in Volume 2155, Page 193 of the Official Public Records of Hays County, Texas, such undivided interest and 30.0 acre tract being the same property described in that certain Distribution Deed dated August 2, 2007, from River Oaks Trust Company, now known as Compass Bank, as Successor Trustee of the M.H. Reed Trust #2, recorded in Volume 3241, Page 686 of the Official Public Records of Hays County, Texas.

Tract E

An approximately **48.01** acre tract of land in the William Cockburn Survey No. 32, Hays County, Texas, being a portion of that certain 60.1 acre tract conveyed to R.B. Hall and spouse, Helen Anita Hall by warranty deed dated April 19, 1999, recorded as Document No. 9908792 in the Official Public Records of Hays County, Texas, and also being a portion of that certain 3.0 acre tract conveyed to R.B. Hall and spouse, Helen Anita Hall by warranty deed dated April 19, 1999, recorded as Document No. 9908989 in the Official Public Records of Hays County, Texas, and also being a portion of that certain 3.316 acre tract conveyed to R.B. Hall and spouse, Helen Anita Hall by warranty deed dated April 19, 1999, recorded as Document No. 9908793 in the Official Public Records of Hays County, Texas, such 48.01 acre tract being the same property described in that certain General Warranty Deed dated June 4, 2009, executed by R.B. Hall and Helen Anita Hall and recorded in Volume 3669, Page 648 of the Official Public Records of Hays County, Texas.

FIRST AMENDED AND RESTATED WASTEWATER FACILITIES FACILITIES AGREEMENT

This First Amended and Restated Wastewater Facilities Agreement (the "Agreement") is entered into by and between Cuncashca, LLC, a Texas limited liability company ("Cuncashca") and the City of Dripping Springs, a general law city of Hays County, Texas ("City").

RECITALS

A. Cuncashca and City executed a Wastewater Facilities Agreement with an effective date of April 18, 2023 (the "2023 Agreement"). Cuncashca and City now desire to amend and restate the 2023 Agreement as set forth in this Agreement.

A.B. Cuncashca is the owner of the land identified on Exhibit "A" attached hereto (the "Cuncashca Property"). For purposes of this Agreement, "Cuncashca Property" is only that land identified on Exhibit "A."

B.C. City desires that Cuncashca grant City exclusive easements (together, the "Easement") within the Cuncashca Property for the sole purposes of installing, constructing, operating, maintaining, upgrading, repairing, removing and replacing underground water, sanitary sewer lines, treated effluent lines, and related appurtenances. A map generally showing the Easement is attached hereto at Exhibit "B". The Easement documents to be executed (which includes both a permanent easementPermanent Easements and a temporary construction easementTemporary Construction Easements) are attached hereto at Exhibit "C". Cuncashca is willing to grant the Easement for the consideration set forth in this Agreement. The permanentPermanent and temporary constructionTemporary Construction easements will be provided to City at no cost to City.

C.D. City desiresdesired to acquire approximately 6.79 acres of land in fee simple currently owned by Cuncashca so that City may construct a treated effluent pond south of its existing wastewater treatment plant (hereafter the land sought by City shall be referred to as the "Cuncashca Exchange Land"). A map of the Cuncashca Exchange Land is attached at Exhibit "D". The special warranty deed to be executed to convey the Cuncashca Exchange Land is attached at Exhibit "E". Cuncashca desiresdesired to acquire approximately 6.79 acres of land currently owned by City (hereafter the land sought to be acquired by Cuncashca shall be referred to as the "City Exchange Land"). A map of the City Exchange Land is attached at Exhibit "F". The special warranty deed to be executed to convey the City Exchange Land is attached at Exhibit "G". This exchange has already occurred.

AGREEMENT

In consideration of the mutual covenants and obligations hereinafter described, which consideration is deemed sufficient, Cuncashca and City agree ~~as follows:~~that this Agreement

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replaces the 2023 Agreement in its entirety and agree as follows:

1. Cuncashca agrees as follows:

~~a. The parties acknowledge and agree that Cuncashca has already executed and delivered to City the Easement documents attached at Exhibit "C".~~ Within 30 days after the Effective Date of this Agreement (as defined below), Cuncashca will ~~re-execute and re-deliver or have executed~~ new Temporary Construction Easements (as shown in Part 3, Part 4, and delivered to City the Easement documents attached at Part 5 of Exhibit "C-1"). Further, Cuncashca agrees to the field location of ~~a single temporary construction~~ two Temporary Construction staging easement areas generally shown on the Exhibit "C-1". Cuncashca has already executed and delivered to the City the special warranty deed attached at Exhibit "E".

~~d.b.~~ Cuncashca agrees to allow City to continue to use the existing drip fields within the boundary of the land acquired by Cuncashca in accordance with paragraph ~~34~~ of this Agreement.

~~e.c.~~ Subject to the terms of the ~~temporary Easement~~ Temporary Easements, to allow City and ~~its~~ the contractors of City facilities temporary access to the most proximate existing ranch roads during construction of the East Interceptor and South Collector.

~~f.d.~~ Subject to the terms of both the ~~temporary Temporary and permanent Easement Permanent Easements~~ to allow, as reasonably necessary, City and ~~its~~ contractors of City facilities to access such easements on the Cuncashca Property through the new or relocated Charro Ranch/Cuncashca entrance gate on FM 150 so long as H. L. Burns or any entity related to H.L. Burns controls or owns the Cuncashca Property. A fully permitted and recognized new entrance is to be authorized by TX DOT. Documents from the highway regulator affirming authorization to install a longer term access for city equipment inspecting or maintaining the easement once the infrastructure has become 'operational' shall be delivered in advance of any pioneering efforts to access any Easement Included with this amendment.

~~g. So long as H. L. Burns or any entity related to H.L. Burns controls or owns the Cuncashca Property, after the land exchange contemplated in this Agreement, Cuncashca may access City's roadway that is adjacent to the exchanged property to move hay to or from the City Exchange Land.~~

e. Cuncashca will install a new cattle guard in a location that satisfies its own security and controls while working with the City and its vendors to locate/install/secure and operate a new temporary gate off the laydown but prior to the most proximate road.

2. City agrees as follows:

a. To allow Cuncashca, its heirs and assigns access to the treated water line within

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~~to be provided by the City within 60 days of the date of the City's receipt of the City's request for access to the City's disposal.~~

~~a-b.~~ Section 4 below, the location of such access to be determined by the mutual agreement of the parties at such time as such use is permitted. Access means, subject to prior contractual arrangements between City and third parties and in accordance with the City's reclaimed water requirements, the ability to connect and obtain service of the utility and water.

~~b-c.~~ Simultaneously ~~The parties acknowledge and agree that simultaneously~~ with the time of receiving the executed special warranty deed attached at Exhibit "E", ~~to deliver the City~~ delivered an executed special warranty deed for City Exchange Land, which is attached at Exhibit "G". The warranty deed ~~must~~ clearly ~~affirms~~ affirms that land exchanged will be released free and clear of any special provisions that run with the exchanged land due to any defect resulting from its prior legally permitted use as a treated effluent land disposal field.

~~e-d.~~ To take all reasonable steps and instruct ~~its~~ contractors of City facilities to take steps to prevent cattle escaping the Cuncashca Property during City's construction activities. ~~-~~City further agrees that it will, within seven business days after the discovery of damage by City or after City's receipt of notification thereof by Cuncashca, replace any damaged Buried/Surface Services (as defined herein) within the easements or damaged as a result of City's actions under this Agreement, including proximate to any roadways used by City, its employees, agents or contractors. For purposes hereof, the term "Buried/Surface Services" means all water, sewer, electrical, communications equipment or infrastructure, wells, fencing, posts, gates, locks, gaps, cattleguards, valves, pipes, headers, outlets, splits, T's, etc. situated on the Cuncashca Property. City will take all reasonable efforts to avoid adverse impact to any Buried/Surface Services. If the City determines it necessary to relocate any Buried Surface Services situated in any easement area, the City may relocate such item(s), provided that (i) there is no interruption in the service provided by such items(s) other than temporary interruptions required to effectuate such relocation, and (ii) the City provides Cuncashca with a survey or other geo-referenced drawing of the location of any relocated item(s).

e. The City agrees to restrict its work hours to 8am-5pm on Monday – Friday unless an agreement in writing has been obtained by City from Cuncashca.

f. The City agrees that temporary and permanent easements should be clearly marked on engineering level documents and turnover as-built surveys but does not require monuments, signs, placards or public notice unless the section closest to the easement is developed.

g. The City agrees that if fuel is stored onsite during the project, the City will utilize double lined petroleum storage tanks with spill control.

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~~4-h.~~ With respect to perimeter fencing of boundary for the Cuncashca Property or any interior fencing within the Cuncashca Property, any damaged fencing must be replaced immediately upon observation by City, its vendors, staff and associated contractors or after notice ~~thereof~~^{thereof} from Cuncashca. Immediate means as fast as reasonably feasible after City's knowledge of damage. Cattle escaping the Cuncashca Property through fencing damaged, removed, or pending replacement shall be recovered by City, at its sole expense and risk, and shall cause the cattle to be returned to the interior of the Cuncashca Property.

e.i. The parties acknowledge and agree that City will paid \$10,000.00 to Cuncashca to assist in relocating the existing Charro Ranch/Cuncashca entrance gate on FM 150 to the City of Del Rio. The City will be engineering, building, installing, and maintaining the entrance to stay in place and not be completely. Cuncashca will be removed or relocated. This gate is not to construct a new final be used as an entrance). If or access point for any construction or other activities related to the City provides any temporary construction or maintenance of the infrastructure. No alterations will be made to this gate/structure and is to remain protected during the project. The access on FM 150 temporarily down to the ground and down a dirt road will be used for speeding construction. The only time that the east and west gates will be used are when the work needs to be performed in this area, the City to cross and within 100 linear feet into the easement. After this work has been performed gate will be locked and controlled by LLC or fencing will be returned to existing condition. The City must obtain all necessary TxDOT permits and approvals therefor, on behalf of Cuncashca. The following provisions apply to access for the duration of the Temporary Construction Easement:

- With respect to the gate at east end of the right of way (“RoW”), the City may enter gate, but once inside RoW, the gate will be locked
- Any gate installed by the City shall be designed to close securely and match existing quality or exceed same quality fencing and posting and stabilizing wire pressure to maintain the integrity of the fence.
- The gate at the east end of the RoW will be locked by Cuncashca and controlled by Cuncashca. Cuncashca will cooperate and work in good faith to provide City with reasonable access.
- When the City issues a substantial competition notice to its contractor, the City will notify Cuncashca and within 60 days of receiving such notice, Cuncashca will inform City whether it desires to have the gates will be removed and/or fencing returned to original condition or whether Cuncashca desires to keep the gates and/or fencing remain as is. City will comply with such request within 180 days.
- The Parties will work together to resolve any access issues in good faith such that Cuncashca is not adversely affected in its business or in such a way as to harm the aesthetics of the property and the City will be able to accomplish the work that is contemplated.
- With respect to parking:
 - (a) designated parking area will reside within the temporary construction easements as surveyed. Parking

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for construction will be in a designated location in temporary laydown area and will not impede landowners' access to property and facilities as well as emergency vehicles.

(b) Any vehicles or equipment leaving designated parking area will need to have placards on windshields or affixed to all mobile equipment for any vehicle leaving the designated parking area.

(c) Placards or the company name shall be affixed to all vehicles and equipment that leave the Temporary Construction Easement and Staging areas. No unmarked vehicles will travel on closest proximate road without being identified with its company name or a placard.

~~f.-j.~~ City, promptly after departure from the temporary construction easement, shall repair any damage to the Cuncashca Property.

~~g.-k.~~ City will restrict the easements for utilities only.- Notwithstanding the prior sentence, if the Cuncashca Property is developed in the future, City may allow walking paths or trails, or potable water lines on the permanent easement Permanent Easement areas (i.e., not over any temporary roadway areas used during construction or any roadways used for the subsequent operation of the City facilities) pending any negotiated agreements with the ultimate developer of the Cuncashca Property.-

~~h.~~ Within ninety (90) days of the Effective Date, City and Cuncashca will jointly develop a mutually agreeable plan to determine where City will bore beneath trees (considering all trees 6 inches in diameter and larger, except cedar trees, located within 10 feet of each side of the permanent Easement) when constructing the gravity wastewater alignment and treated effluent line. Measurement of the diameter of such trees will be made in compliance with applicable City standards and regulations. If the parties are unable to reach agreement on such plan, the City will comply with the City of Austin tree protection guidelines, as applicable.

~~k.-m.~~ City will implement oak wilt controls during any of its construction activities. If tree impacting, including stumpage (removal, replacement, trimming, cutting, pruning, etc.), is required to obtain access for equipment, or for any reason or purpose during the initial installation and subsequent operation phase of the utilities inside the Easement, then City will immediately (same day, same shift) cause its employees and agents to seal cut areas with pruning sealer. -The organic matter cut (stumps, limbs, leaves, etc.) and lain inside or proximate to the Easement by City must be removed within 3 business days by City from any portion of Cuncashca Property and disposed off-site. -City will provide 24-hours' prior notice of construction activities in any new section of the Easement so that Cuncashca representatives can observe oak wilt control activities and confirm the City's compliance therewith. -City will contractually obligate its contractors of City facilities to implement all such oak wilt controls.

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h. After construction, City will restore the existing ranch roads used by City and its contractors of City facilities to their same or substantially similar condition as they were prior to the commencement of construction by the City, which shall be reasonably acceptable to Cuncashca and City. Any further access to the Cuncashca Property to enter upon the permanent easement after completion of the construction contemplated hereunder shall be subject to prior notification to Cuncashca or its successors and assigns, by means of phone call, text and/or email, as long as such contact information has been provided to City. This would include perpetual entry from FM 150 via the new TX Dot authorized permanent access in order for the city to fulfill the primary access gate as agreed. Said permanent gate once construction has concluded shall become the access to the LLC's easement. At this point in time the gate shall become a dual use gate in the future if the property is developed and requires a compliant highway department access off FM 150 (including as an expanded roadway with future access to FM150 from the LLC). Said dual use includes LLC and City access under the same controls until said time that public access is required to serve housing or commercial activities on the LLC's property. Notwithstanding and until that time, the gate to be built, permitted to TXDOT standard and will be held in contemplation for the eventual expansion of FM 150 and then shall become the primary easement access upon conclusion of construction.

i. So long as H. L. Burns or any entity related to H.L. Burns controls or owns the Cuncashca Property, after the land exchange contemplated in this Agreement, Cuncashca may access City's roadway that is adjacent to the exchanged property. In the event development is contemplated to consider additional access to FM 150 the city will not deny the same access it's been granted while exchanged and under lease to the LLC in the future. Until or as long as the LLC ceases to perform agricultural activities including the movement of hay onto or off the exchanged land access to FM 150 cannot be denied the LLC. If this exchanged parcel is developed, the LLC may continue to obtain access to FM 150 for either agricultural or commercial purposes and that access shall not be denied.

j. Within 12 months of the Effective Date of this Agreement, the City will install a suitable sewer connection at manhole near the residential home on the Cuncashca property using standard City of Austin details. As-builts of this service will be provided to Cuncashca upon complete construction of this service and shall be grandfathered in the event the city has designed it's own or another municipal tap for a standard connection at the time of said request by the LLC.

k. City and its vendors shall install and maintain and arrange a suitable fencing that will allow Cuncashca the enjoyment and use of both Cuncashca and the vendor assigned to the City projects that require access to the site from FM 150 W.

l. Upon successful awarding of contracts for the City projects, City will provide

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to Cuncashca the primary names of the Engineer of Record and Primary Surface Supervisor at the vendor level (a person in a leadership role and who is likely to frequent the project work sites).

3. Concurrently with the Execution of this Agreement, the Parties are executing a Tree Removal Credit Agreement ("Tree Agreement") that defines how trees will be handled in the easement areas that have been agreed to in this Agreement. The Tree Agreement is incorporated herein by reference.

3.4. Cuncashca agrees to allow City to continue to operate the City Exchange Land as a drip irrigation field for the City's wastewater system on the City Exchange Land and Cuncashca will execute any document (if any) required by TCEQ to allow the City to continue to operate in accordance with this paragraph. At no point shall Cuncashca be legally obligated to perform any function required by TCEQ in order to release the drip field lands to Cuncashca from TCEQ or the City, as any such requirement shall be the sole responsibility of City. City will completely abandon the exchange portion of the irrigation field (ariscos) within 6 months of TCEQ's approval by December 31, 2031. On or before December 31, 2031 City will turn over the City Exchange Land "free and clear" of any encumbrance or regulatory burden that runs with the land as a result of its prior use as a regulated irrigation field. City will provide the land to the City, as required by TCEQ, and will ensure that the land is in compliance with all applicable laws and regulations. To the extent of this Agreement, the phrase "completely abandon" the irrigation fields means the removal of all wastewater equipment and infrastructure (including, but not limited to sub-surface and surface drip irrigation headers, boxes, valve junctions, wiring and drip related piping and/or infrastructure supporting the drip field) and restoration of the surface of irrigation fields. -Restoration of the surface of the irrigation fields shall be deemed accomplished when the grass has grown at least 1 ½" high with 90% coverage and no bare spots larger than 16 square feet exist. The topography shall match adjoining topography. -City shall also follow the TCEQ rules for abandonment of the City Exchange Land as drip fields (as set forth at 30 Tex. Admin. Code § 222.163 (a current copy of such rules have been provided to Cuncashca and are available at [https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=30&pt=1&ch=222&rl=163](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=30&pt=1&ch=222&rl=163)). To the extent that closure of the City Exchange Land as drip fields results in the encumbrance of any restrictions against any specific activity on the property, City will use commercially reasonable efforts to have such restrictions removed as expeditiously as possible. -To the extent that such restrictions cannot be removed within one year of the approval of the abandonment of the City Exchange Land as drip fields, then (i) City will pay to Cuncashca or its assigns the then current appraised value of Cuncashca Exchange Land and City will be reconveyed possession and ownership of the City Exchange Land, or (ii) City and Cuncashca shall agree to work together in good faith to develop a mutually agreeable plan to lease from Cuncashca the City Exchange Land and, if desired by City, other land within the Cuncashca Property proximate to the City's existing waste water facilities for its 210 disposal requirements. Such lease would be for a period of twenty (20) years, be upon commercially reasonable terms agreed to by the parties, and would be subject to the terms and provisions of this Agreement, but modified as reasonably necessary to address any future phases of City's disposal uses. — in advance of the delivery date back to Cuncashca. Until such time as

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the City Exchange Land has been turned over to Cuncashca as required hereunder, the City shall be responsible for the payment of any and all ad valorem taxes, assessments, levies, and fees, including the final tax payment due in 2032 for 2031's use of the Exchange Land by the City that are assessed against or levied on the City Exchange Land by any taxing authority or other governmental entity.

4.5. City has previously entered into agreements with RPC Investments, Inc. H. L. Burns, and L.R. Hibberd concerning phase III wastewater deposits (all ~~three~~such agreements are attached at Exhibit "H"). Phase III is triggered by the construction and operation of the facilities contemplated by the Amendment to TPDES Permit No. WQ0014488003, which the City contemplates submitting an application for in FY 2027. City acknowledges and agrees that 365 LUE Rights under these three agreements have been assigned to and are currently held by Cuncashca and commit a total of ~~380~~365 LUE Rights for the Cuncashca Property based on the terms set forth in such agreements.- As further consideration for this Agreement, City agrees that no Reservation Fees will be charged for the ~~380~~365 LUEs committed by the agreements at Exhibit "H" until the first day of the month after City has ~~either~~ completely abandoned the irrigation fields and turned over the City Exchange Land in accordance with the terms of ~~Section 3 above or the terms of the Agreement in Section 3.4 above.~~ For purposes of this Agreement, "Reservation Fee" means any fee charged by City prior to connection to hold or reserve capacity in the City's wastewater system. -When City offers to serve any portion of the Cuncashca Property in Phase III (as set forth in the agreements at Exhibit "H", notwithstanding any provisions in such agreements concerning the timing of submitting a "Residential/Commercial Application for Wastewater Service" (hereinafter referred to as "Application"); ~~City shall submit an Application and pay the connection fee in effect at the time of connection.~~ Notwithstanding anything to the contrary in this Agreement, the City agrees that once Phase III wastewater service becomes available, Cuncashca shall be permitted to submit Applications for the use of its LUE Rights, including on the returned exchange land, of which Applications shall be processed by the City in a non-discriminatory manner.

5.6. The City has reserved 1 additional LUE and a constructed connection point for the ~~house structure near the main gate existing on the Cuncashca Property as Cuncashca's property according to the field alignment of the Effective Date of this Agreement.~~ anticipated service. Service for this LUE shall become available upon completion of the wastewater line to be constructed on the Cuncashca Exchange Land. To obtain service for that reserved LUE, Cuncashca will submit an Application, construct facilities needed to connect, and pay any required fees. An application for or service for the LUE contemplated by this paragraph does not trigger any obligations under paragraph 5 of this Agreement.

6.7. ADDITIONAL FENCING PROVISIONS: -City will assure that ~~its~~ contractors of City facilities will install temporary fencing to the extent necessary to keep livestock on the Cuncashca Property from leaving the premises or wandering from one internally fenced area to another. -Wherever the ~~permanent Easement~~ Permanent Easements crosses a fence, City shall install a gate and replace/repair the remaining fence line where the crossing occurs. -Cuncashca shall be responsible for any perimeter fencing around the City Exchange Land ~~once completely abandoned in accordance with the terms of Section 3 above or the terms of the Agreement in Section 3.4.~~ City shall

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be responsible for any perimeter fencing around Cuncashca Exchange Land. -If- any party installs gates having locks that prevent such party from accessing property to which they are entitled to access, double locks (one from each party) shall be used such that both parties may obtain access.

~~7.8.~~ **MEDIATION:** Should any dispute concerning this Agreement arise, parties will attempt in good faith to resolve such dispute through informal discussions. -In the event that informal discussions do not resolve the issue, the dispute will be submitted to a mutually acceptable mediation service or provider as a condition precedent to filing suit in a court of law. -The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction after mediation is complete.

~~9.~~ **INSURANCE:-** At all times during City's use of any portion or the Cuncashca Property, City shall indemnify and save Cuncashca harmless from any and all liability, damage, expense, cause of action, suits, claims or judgments for personal injury, death or property damage arising out of City's use of the Easement, including activities of City and its employees, agents, and contractors (and such agents' and contractors' respective employees and agents). -City shall at all times maintain, or cause to be maintained general public liability insurance against claims for personal injury or death and property damage occasioned by any acts and occurring upon, in or on the Cuncashca Property, such coverage to have combined limits for bodily injury and property damage of not less than-

~~8.~~ \$1,000,000.00 per occurrence, and not less than \$2,000,000.00 in the aggregate. Such general public liability insurance shall name Cuncashca, any lessee of Cuncashca, and any mortgagee of the Cuncashca Property or of such lessee's leasehold interest as additional insureds and shall contain the agreement by the insurer that the insurance cannot be terminated, modified or not renewed without thirty (30) days' prior written notice to Cuncashca, any such lessee, and any such mortgagees. -City shall deliver to Cuncashca, any such lessee, and any such mortgagees a certificate issued by the insurance carrier evidencing such general public liability insurance within ten (10) days after request ~~therefor~~therefor.

~~9.10.~~ If any provision of this Agreement shall be or become invalid, illegal, or unenforceable in any respect under applicable law the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

~~10.11.~~ The prevailing party in any suit brought to enforce this Agreement shall be entitled to recover reasonable attorney's fees and necessary disbursements in addition to any other awards.

~~11.12.~~ All signatories represent and warrant that they have authority to execute this Agreement.

~~12.13.~~ This agreement may be executed in counterparts.

Effective as of ~~June 14, 2022~~ (date executed by last party ("the "Effective Date")).

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~~Page 4~~

Page

AGREED:

CUNCASHCA, LLC,
a Texas limited liability company

By: _____
Name: H.L. Burns
Title: Manager

STATE OF TEXAS
COUNTY OF _____

This instrument was executed by H.L. Burns as the Manager of Cuncashca, LLC before me on
this the ____ day of _____, ~~2022~~2026.

Notary Public, State of Texas

CITY OF DRIPPING SPRINGS, TEXAS

Attest:

~~Andrea Cunningham, TRMC Name:~~ Bill Foulds, Jr.
City Secretary
Date: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was executed by Bill Foulds, Jr. before me on this the ____ day of _____, ~~2022~~2026.

Notary Public, State of Texas

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

Submitted By:	Gray Lahrman, Utilities Director
Council Meeting Date:	07/21/2026
Agenda Item Wording:	Discussion and possible action regarding Tree Removal Credit Agreement between the City of Dripping Springs and Cuncashca, LLC, for City wastewater infrastructure improvements, including a limited tree baseline adjustment for protected standard trees removed within the easement area for the City project.
Agenda Item Requestor:	
Summary/Background:	While the original 2023 Agreement contemplated the preservation of certain trees within the Easement Area, the Landowner has authorized the removal of trees and vegetation within the Easement Area as necessary for the City's wastewater improvement project. In consideration of this authorization, the City agrees that, for purposes of any future development of the property, the baseline count of protected standard trees shall be adjusted solely to account for those protected standard trees removed within the Easement Area in connection with the project.
Commission Recommendations:	
Recommended Council Actions:	City staff recommend approval of the Tree Removal Credit Agreement and authorize the City Administrator to execute the contract.
Attachments:	Tree Removal Credit Agreement
Next Steps/Schedule:	City Staff will have agreement signed and executed by City Administrator. Related projects will begin construction upon execution.

TREE REMOVAL CREDIT AGREEMENT

This Tree Removal Credit Agreement, made and entered into this _____ by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **Cuncasha, LLC**, (hereinafter referred to as “**Owner**”), is understood and agreed to be as set forth herein:

1. Background

- (a) The City and Owner previously entered into a Wastewater Facilities Agreement dated April 18, 2023, attached for ease of reference as Exhibit “C” to this Agreement (the “2023 Agreement”).
- (b) Under the terms of the 2023 Agreement and subsequent recorded easements (attached for ease of reference as Exhibit “B”), the City holds utility easement rights on and across portions of Owner’s property for construction of wastewater infrastructure (the “Easement Area”).
- (c) While the 2023 Agreement originally contemplated preservation of certain trees within the Easement Area, Owner has authorized the removal of trees and vegetation within the Easement Area in connection with the City’s wastewater improvements.
- (d) An inventory of trees within the Easement Area is attached for ease of reference as Exhibit “A” (the “Easement Area Tree Survey Data”).
- (e) The parties desire to establish a limited baseline adjustment, solely as expressly set forth herein, for certain protected standard trees removed within the Easement Area for the City project.

2. Definitions

For purposes of this Agreement:

- (a) “**Code**” means the City of Dripping Springs Code of Ordinances, as applied by the City in effect at the time a complete development application is submitted, except as otherwise expressly provided in this Agreement.
- (b) “**Standard Tree Baseline Adjustment**” means the administrative adjustment described in Section 3 below and no more.
- (c) “**Protected Standard Species**” means only those tree species classified as protected standard species under applicable City ordinance.

3. Limited Standard Tree Baseline Adjustment

- (a) Subject to the terms of this Agreement, the City will recognize 555 caliper inches of protected standard trees previously removed within the Easement Area for the City wastewater project as a baseline adjustment for purposes of calculating tree-preservation percentages otherwise applicable to the Property under Section 28.06.079(d)(3)(A)(i) and Section 28.06.079(d)(3)(B)(i) of the City Code, or materially comparable successor provisions, as determined by the City.
- (b) For avoidance of doubt, the baseline adjustment means only that, for this limited purpose, the total inches of standard trees on the Property may be calculated as the sum of:
 - (i) the total caliper inches of protected standard trees remaining on the Property at the time of application; plus
 - (ii) 555 caliper inches attributable to protected standard trees removed within the Easement Area for the City project.
- (c) This baseline adjustment:
 - (i) applies only to protected standard species;
 - (ii) excludes non-protected species, including hackberry; and
 - (iii) does not constitute mitigation credit, fee credit, development credit, density credit, or any other entitlement except the limited calculation described above.

4. Treatment of Heritage Trees

- (a) Owner shall receive no caliper-inch credit or other adjustment for any heritage tree removed within the Easement Area.
- (b) To the extent heritage trees located within the Easement Area are removed by the City for the wastewater project, such removed heritage trees shall no longer be included in the tree inventory for the Property for future City review; however, this provision shall not be construed to waive any ordinance requirement except to the limited extent expressly stated in this Section.

5. No Vested Rights; No Permit Approval

This Agreement does not grant Owner any vested right, permit approval, development entitlement, variance, waiver, exemption, or immunity from the Code or other applicable law. All future applications shall remain subject to review under then-applicable law, except only for the limited baseline adjustment expressly stated in this Agreement.

6. City Discretion; Governmental Powers Reserved

Nothing in this Agreement shall be construed as:

- (a) limiting the City's governmental, legislative, police-power, or regulatory authority;
- (b) requiring approval of any application;
- (c) preventing the City from applying subsequently enacted ordinances or regulations, except to the limited extent this Agreement expressly provides otherwise; or
- (d) binding the City to any interpretation of the Code other than that made by the City in its sole discretion, acting in its governmental capacity.

7. Conditioned on City Project and Easement Area

The baseline adjustment described in this Agreement is granted solely because the subject tree removal occurred within the Easement Area in connection with the City's wastewater infrastructure project authorized by the 2023 Agreement and related easement rights. The adjustment shall not apply to any tree removal occurring outside the Easement Area or unrelated to that City project.

8. Supporting Documentation

The tree survey data attached as Exhibit "A" is the basis for the 555-caliper-inch figure, subject to City confirmation and interpretation. If Exhibit "A" is later found to contain clerical, mathematical, or scrivener's errors, the City may correct such errors by written notice, and the corrected figure shall control.

9. Relationship to 2023 Agreement

The 2023 Agreement is incorporated herein by reference. Except as expressly modified by this Agreement with respect to the limited baseline adjustment described herein, the 2023 Agreement remains unmodified and in full force and effect.

10. Record of Administrative Treatment

City may maintain an internal administrative record reflecting this Agreement for future application review purposes, but failure to do so shall not expand the City's obligations or create a private right of action. This Agreement, and not any internal notation, shall control.

11. No Third-Party Beneficiaries

This Agreement is for the sole benefit of City and Owner and their permitted successors and assigns, and no third party shall have any rights under this Agreement.

12. Assignment / Running with Land

Owner may assign this Agreement only in connection with a conveyance of all or part of the Property, and only if the assignee expressly assumes Owner's obligations in writing. Whether and to what extent this Agreement runs with the land shall be determined by its express terms and applicable law; however, no assignment shall enlarge the adjustment granted herein.

13. Amendment

This Agreement may be amended only by written instrument executed by both parties.

14. Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder shall remain in effect to the fullest extent permitted by law.

15. No Waiver

Failure of either party to enforce any provision of this Agreement shall not constitute a waiver.

16. Governing Law and Venue

This Agreement is governed by Texas law, and venue lies exclusively in Hays County, Texas. The parties do not agree to arbitration or mediation unless they later agree in writing for a specific dispute.

17. Limitation of Damages

Neither party shall be liable for consequential, indirect, special, punitive, or exemplary damages, or for lost profits, revenues, opportunities, goodwill, substitute facilities, goods, services, or cost of capital.

18. Entire Agreement

This Agreement, together with the 2023 Agreement and the exhibits incorporated herein, constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes any prior oral statements regarding such subject matter.

CITY OF DRIPPING SPRINGS

CUNCASHA, LLC

Michelle Fischer
City Administrator

Holton Burns
Manager

Date

Date

EXHIBIT “A”

Easement Area Tree Survey Data

TREES IN PERMANENT 30' EASEMENT			(DEAD OR NOT PROTECTED) TREES			(HARDWOOD) TREES			(HERITAGE 18" OR LARGER) TREES			(STANDARD TREES 8") TREES		
Tree Tag #	Caliper (inches)	Description	Tree Tag #	Caliper (inches)	Description	Tree Tag #	Caliper (inches)	Description	Tree Tag #	Caliper (inches)	Description	Tree Tag #	Caliper (inches)	Description
188	9	LIVE OAK	196	8	LIVE OAK DEAD	188	9	LIVE OAK	808	26	LIVE OAK	188	9	LIVE OAK
189	10	LIVE OAK	801	9	LIVE OAK DEAD	189	10	LIVE OAK	1703	18	LIVE OAK	189	10	LIVE OAK
189	10	LIVE OAK	1706	11	HACKBERRY	189	10	LIVE OAK	1703	17	LIVE OAK	189	10	LIVE OAK
190	10	LIVE OAK	1763	14	HACKBERRY	190	10	LIVE OAK	1736	19	LIVE OAK	190	10	LIVE OAK
191	11	LIVE OAK	1764	8	HACKBERRY DEAD	191	11	LIVE OAK	1749	21	LIVE OAK	191	11	LIVE OAK
192	7	LIVE OAK	1773	26	HACKBERRY	192	7	LIVE OAK	1750	18	LIVE OAK	193	8	LIVE OAK
193	8	LIVE OAK	1776	27	LIVE OAK DEAD	193	8	LIVE OAK	1751	20	LIVE OAK	194	12	LIVE OAK
194	12	LIVE OAK	1786	6	LIVE OAK DEAD	194	12	LIVE OAK				194	8	LIVE OAK
194	8	LIVE OAK				194	8	LIVE OAK				195	8	LIVE OAK
195	8	LIVE OAK				195	8	LIVE OAK				197	9	LIVE OAK
196	8	LIVE OAK DEAD				197	9	LIVE OAK				200	11	LIVE OAK
197	9	LIVE OAK				200	11	LIVE OAK				805	8	LIVE OAK
200	11	LIVE OAK				805	8	LIVE OAK				807	8	LIVE OAK
801	9	LIVE OAK DEAD				806	6	LIVE OAK				820	16	LIVE OAK
805	8	LIVE OAK				807	8	LIVE OAK				820	12	LIVE OAK
806	6	LIVE OAK				818	7	LIVE OAK				820	11	LIVE OAK
807	8	LIVE OAK				819	7	LIVE OAK				820	10	LIVE OAK
808	26	LIVE OAK				820	16	LIVE OAK				828	12	LIVE OAK
818	7	LIVE OAK				820	12	LIVE OAK				842	16	LIVE OAK
819	7	LIVE OAK				820	11	LIVE OAK				843	10	LIVE OAK
820	16	LIVE OAK				820	10	LIVE OAK				845	9	LIVE OAK
820	12	LIVE OAK				821	7	LIVE OAK				845	8	LIVE OAK
820	11	LIVE OAK				821	7	LIVE OAK				846	9	LIVE OAK
820	10	LIVE OAK				822	6	LIVE OAK				847	8	LIVE OAK
821	7	LIVE OAK				823	6	LIVE OAK				848	15	LIVE OAK
821	7	LIVE OAK				824	6	LIVE OAK				849	10	LIVE OAK
822	6	LIVE OAK				825	7	LIVE OAK				850	8	LIVE OAK
823	6	LIVE OAK				826	7	LIVE OAK				853	8	LIVE OAK
824	6	LIVE OAK				827	7	LIVE OAK				854	11	LIVE OAK
825	7	LIVE OAK				828	12	LIVE OAK				862	12	LIVE OAK
826	7	LIVE OAK				829	6	LIVE OAK				864	8	LIVE OAK
827	7	LIVE OAK				830	7	LIVE OAK				868	12	LIVE OAK
828	12	LIVE OAK				830	5	LIVE OAK				869	8	LIVE OAK
829	6	LIVE OAK				831	7	LIVE OAK				872	8	LIVE OAK
830	7	LIVE OAK				832	6	LIVE OAK				877	16	CEDAR ELM
830	5	LIVE OAK				833	7	LIVE OAK				1702	12	LIVE OAK
831	7	LIVE OAK				842	16	LIVE OAK				1705	8	CEDAR ELM
832	6	LIVE OAK				843	10	LIVE OAK				1722	14	CEDAR ELM
833	7	LIVE OAK				844	6	LIVE OAK				1748	13	LIVE OAK
842	16	LIVE OAK				845	9	LIVE OAK				1752	10	LIVE OAK
843	10	LIVE OAK				845	8	LIVE OAK				1753	11	LIVE OAK
844	6	LIVE OAK				846	9	LIVE OAK				1766	11	LIVE OAK
845	9	LIVE OAK				847	8	LIVE OAK				1769	11	LIVE OAK
845	8	LIVE OAK				848	15	LIVE OAK				1998	9	LIVE OAK
846	9	LIVE OAK				849	10	LIVE OAK				1999	12	LIVE OAK
847	8	LIVE OAK				850	8	LIVE OAK				2000	10	LIVE OAK
848	15	LIVE OAK				853	8	LIVE OAK				2000	10	LIVE OAK
849	10	LIVE OAK				854	11	LIVE OAK				3013	13	LIVE OAK
850	8	LIVE OAK				855	6	LIVE OAK				3014	9	LIVE OAK
853	8	LIVE OAK				861	7	LIVE OAK				3018	8	LIVE OAK
854	11	LIVE OAK				862	12	LIVE OAK				3021	9	LIVE OAK
855	6	LIVE OAK				863	7	LIVE OAK				3027	8	LIVE OAK
861	7	LIVE OAK				864	8	LIVE OAK				3028	9	LIVE OAK
862	12	LIVE OAK				865	6	LIVE OAK				3029	9	LIVE OAK
863	7	LIVE OAK				868	12	LIVE OAK						
864	8	LIVE OAK				869	8	LIVE OAK						
865	6	LIVE OAK				870	7	LIVE OAK						
868	12	LIVE OAK				871	6	LIVE OAK						
869	8	LIVE OAK				872	8	LIVE OAK						
870	7	LIVE OAK				877	16	CEDAR ELM						
871	6	LIVE OAK				878	7	CEDAR ELM						
872	8	LIVE OAK				878	7	CEDAR ELM						
877	16	CEDAR ELM				1702	12	LIVE OAK						
878	7	CEDAR ELM				1704	6	PECAN						
878	7	CEDAR ELM				1705	8	CEDAR ELM						
1702	12	LIVE OAK				1722	14	CEDAR ELM						
1704	6	PECAN				1739	6	LIVE OAK						
1705	8	CEDAR ELM				1748	13	LIVE OAK						
1722	14	CEDAR ELM				1752	10	LIVE OAK						
1739	6	LIVE OAK				1753	11	LIVE OAK						
1748	13	LIVE OAK				1765	6	LIVE OAK						
1752	10	LIVE OAK				1766	11	LIVE OAK						
1753	11	LIVE OAK				1767	7	LIVE OAK						
1765	6	LIVE OAK				1768	6	LIVE OAK						
1766	11	LIVE OAK				1769	11	LIVE OAK						
1767	7	LIVE OAK				1998	9	LIVE OAK						
1768	6	LIVE OAK				1999	12	LIVE OAK						
1769	11	LIVE OAK				2000	10	LIVE OAK						
1773	26	HACKBERRY				2000	10	LIVE OAK						
1776	27	LIVE OAK DEAD				3013	13	LIVE OAK						
1786	6	LIVE OAK DEAD				3014	9	LIVE OAK						
1998	9	LIVE OAK				3018	8	LIVE OAK						
1999	12	LIVE OAK				3020	7	LIVE OAK						
2000	10	LIVE OAK				3021	9	LIVE OAK						
2000	10	LIVE OAK				3027	8	LIVE OAK						
3013	13	LIVE OAK				3027	6	LIVE OAK						
3014	9	LIVE OAK				3028	9	LIVE OAK						
3018	8	LIVE OAK				3028	7	LIVE OAK						
3020	7	LIVE OAK				3029	9	LIVE OAK						
3021	9	LIVE OAK												
3027	8	LIVE OAK												
3027	6	LIVE OAK												
3028	9	LIVE OAK												
3028	7	LIVE OAK												
3029	9	LIVE OAK												

DEAD OR NOT PROTECTED
HARDWOOD
HERITAGE 18" OR LARGER

EXHIBIT “B”
Recorded Easements
(22 pages)

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

WATER AND WASTEWATER EASEMENT

(CORPORATE - PARCEL 27)

Date:

July 10, 2023

Grantor:

CUNCASHCA, LLC a Texas limited liability company

Grantor's Address:

P.O. Box 5885, Austin, Texas 78763

Grantee:

CITY OF DRIPPING SPRINGS, TEXAS, a General Law municipality situated in Hays County, Texas

Grantee's Address:

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

Property:

An exclusive easement and right-of-way in, upon, over, under, along, through, and across the parcel of real property of Grantor ("Easement"), said Easement consisting of approximately 0.38 acres, more or less, and more particularly described on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Tract").

Consideration:

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

Permitted Encumbrances:

All encumbrances and other matters of record in the Official Public Records of Hays County, Texas, to the extent they are validly existing and affect the Easement Tract.

GRANT OF EASEMENT:

CUNCASHCA, LLC, a Texas limited liability company ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("Grantee") the Easement in, upon, over, under, along, through, and across the Easement Tract TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the

Corridor Title Co. GF# 19-1661-CR

Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of the improvements which are constructed and installed therein or thereon under the terms of this Easement.

Grantor, on behalf of Grantor and its successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same.

CHARACTER OF EASEMENT:

The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. The Easement is for the benefit of Grantee.

PURPOSE OF EASEMENT:

The Easement shall be used by Grantee for public wastewater and/or water utility purposes, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of public wastewater or water pipelines and related appurtenances, or making connections thereto ("Facilities"). The Easement shall also be used by Grantee for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.

Upon completion of construction, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, remove any temporary access roads and drainage facilities, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor.

Neither Grantee nor its contractors shall use the Easement as access to or from its wastewater facilities that are on land adjacent to the property upon which the Easement is located. For the avoidance of doubt, while the Easement may be used for maintenance and operations of the facilities that are in the Easement, the Easement is not to be used as a road or other path through to the property upon which the Easement is located to access adjacent property.

DURATION OF EASEMENT:

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

GRANTOR USE:

Grantor hereby retains surface use of the Easement Tract and the right to plant and maintain ground cover and grasses only, and to install, maintain, and replace water and irrigation lines and

similar infrastructure (both existing and future), so long as they do not interfere with the purpose of the easement. Grantor relinquishes the authority for planting or cultivation of bushes, trees or other living matter, and building and maintaining any structures within the Easement Tract, and acknowledges that such uses are specifically prohibited. Grantor grants to Grantee the right to remove any living material or structures located within the Easement Tract, without Grantor recourse, to prevent interference with the operation or repairs to Grantee's facilities or use within the Easement Tract.

In witness whereof, this instrument is executed this 7th day of June, 2023

GRANTOR:

CUNCASHCA, LLC

By: [Signature] 6/7/2023
H.L. Burns

Title: Manager

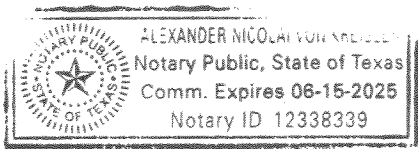
STATE OF TEXAS

COUNTY OF TEXAS

§
§
§

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me, the undersigned authority, this 7th day of June, 2023, by H.L. Burns, Manager, on behalf of said CUNCASHCA, LLC, a Texas limited liability company.



[Signature]
Notary Public In and For
The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

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

EXHIBIT "A"
EASEMENT TRACT



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

Parcel 27
Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
30 Foot Wide Water and Wastewater Easement
0.38 Acre (16,553 Square Foot)

PARCEL 27:

BEING A 0.38 ACRE, 30 FOOT WIDE WATER AND WASTEWATER EASEMENT, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 18.01 ACRE TRACT DESCRIBED IN A DEED TO CUNCASHCA, LLC, A TEXAS LIMITED LIABILITY COMPANY, AND RECORDED IN DOCUMENT NUMBER 20000362, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 0.38 ACRE 30 FOOT WIDE WATER AND WASTEWATER AND WASTEWATER BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "BYRN SURVEY" found for a northwest corner of said 18.01 acre tract, same being the northeast corner of a called 202.38 acre tract described in a deed as Tract 4 to Cuncashca, LLC, a Texas Limited Liability Company, and recorded in Document Number 20030036, (O.P.R.H.C.TX.);

THENCE S 04°34'45" E, with the common line of said 18.01 acre tract, and said Tract 4, a distance of 33.41 feet, to a calculated point on the said common line for the **POINT OF BEGINNING** of this 30 foot wide Water and Wastewater easement;

THENCE over and across said 18.01 acre tract, the following two (2) courses and distances:

- 1) S 63°50'12" E, a distance of 316.32 feet, to a calculated point, for an angle corner of this Water and Wastewater easement, and
- 2) N 72°59'51" E, a distance of 217.03 feet, to a calculated point on an east line of said 18.01 acre tract, and the southwest R.O.W. of F.M. Highway 150 (Variable Width R.O.W.) for an angle corner of this Water and Wastewater easement. From which a TXDOT Type 1 monument found on the northeast corner of said 18.01 acre tract, and a corner in the southwest R.O.W. of F.M. Highway 150 (Variable Width R.O.W.), bears N 47°28'21" W, a distance of 175.30 feet;

THENCE S 47°28'21" E, with the common line of said 18.01 acre tract, and said R.O.W. of F.M. Highway 150 (Variable Width R.O.W.), a distance of 34.81 feet, to a calculated point on the said common line, for an angle point of this 30 foot wide Water and Wastewater easement;



THENCE over and across said 18.01 acre tract, the following two (2) courses and distances:

- 1) S 72°59'51" W, a distance of 246.55 feet, to a calculated point for an angle point of this Water and Wastewater easement, and
- 2) N 63°50'12" W, a distance of 310.34 feet, to a calculated point on the common line of said 18.01 acre tract and said Tract 4, for an angle point of this Water and Wastewater easement,

THENCE N 04°34'45" W, with said common line, a distance of 34.91 feet, to the **POINT OF BEGINNING** and containing 0.38 acres, more or less.

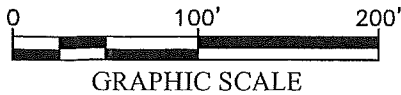
The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface in U.S. Survey Feet and may be converted to grid by multiplying the distance by a combined scale factor of 0.999870.

Neil Hines

Neil Hines
Registered Professional Land Surveyor
Texas Registration Number 5642



Date: 15 September 2022

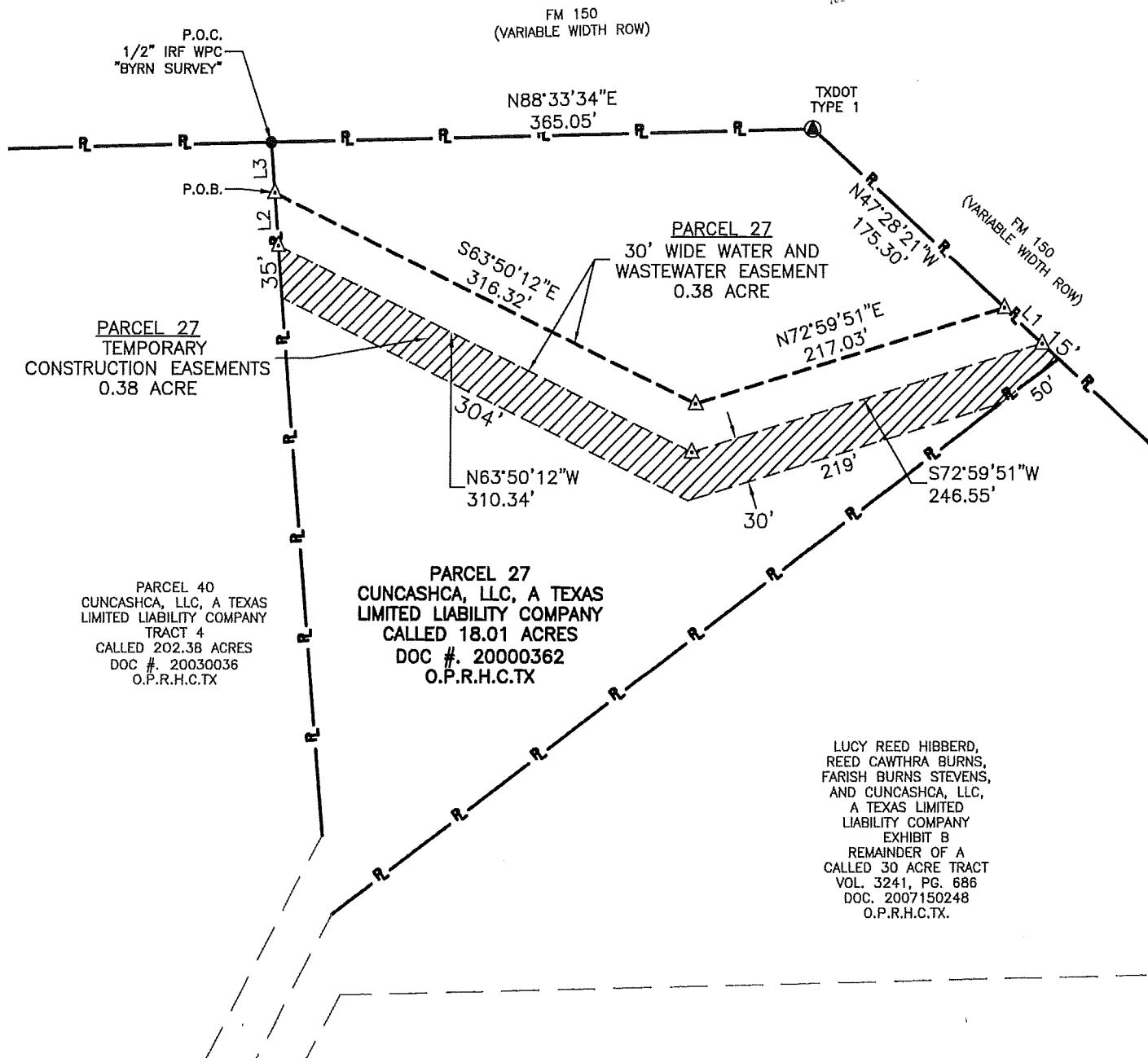


PARCEL 27
HAYS COUNTY, TEXAS

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

N

THOMAS R. JACOBSON SURVEY
ALL 24, ABSTRACT 9



JOB NUMBER: 47232

DATE: 08/18/2020

SCALE: 1"=100'

SURVEYOR: N. HINES

TECHNICIAN: D. CULLEN

DRAWING: PARCEL 27-R4

TRACT ID: -

PARTY CHIEF: J. STILLMAN

FIELDBOOKS: -



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

Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 3
OF 4

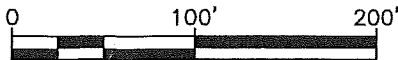
City of Dripping Springs
PATH: \\SAMINC\AUS\FIRCREG\201804232\100\SURVEY\06PLATS\PARCEL 27\PARCEL 27-R4.DWG

Cuncashca, LLC

323

Page 15 of 167

Tree Removal Credit Agreement



GRAPHIC SCALE

PARCEL 27
HAYS COUNTY, TEXAS

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

N

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S47°28'21"E	34.81'
L2	N04°34'45"W	34.91'
L3	S04°34'45"E	33.41'

LEGEND

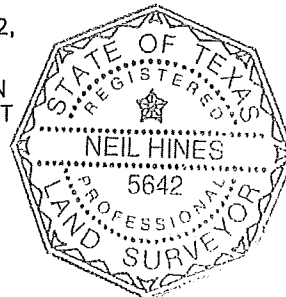
——— P ———	PARCEL LIMITS
——— S ———	APPROXIMATE SURVEY LINE
———	EXISTING ROAD
———	ADJOINER PROPERTY
.....	FLYTIE
●	IRON ROD FOUND (AS NOTED)
△	CALCULATED POINT
⊙	TXDOT TYPE I MONUMENT
✦	NAIL FOUND
⊗	COTTON SPINDLE FOUND
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.O.C.	POINT OF COMMENCEMENT
[]	PERMANENT EASEMENT
[]	TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT AREA: 0.38 ACRES

TEMPORARY CONSTRUCTION EASEMENT AREA: 0.38 ACRES

NOTES:

1. ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
2. RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1661-CR, EFFECTIVE DATE: MAY 25, 2022, ISSUED JUNE 6, 2022.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.



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

DATE

JOB NUMBER: 47232

DATE: 08/18/2020

SCALE: 1"=100'

SURVEYOR: N. HINES

TECHNICIAN: D. CULLEN

DRAWING: PARCEL 27-R4

TRACT ID: -

PARTY CHIEF: J. STILLMAN

FIELD BOOKS: -



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

Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 4
OF 4

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

23024960 EASEMENT
07/11/2023 02:08:48 PM Total Fees: \$54.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



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

WATER AND WASTEWATER EASEMENT
(CORPORATE - PARCEL 40)

Date: July 10, 2023

Grantor: CUNCASHCA, LLC a Texas limited liability company

Grantor's Address: PO Box 5885, Austin, Texas 78763

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

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

Property: An exclusive easement and right-of-way in, upon, over, under, along, through, and across the parcel of real property of Grantor ("Easement"), said Easement consisting of approximately 3.00 acres, more or less, and more particularly described on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Tract").

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

Permitted Encumbrances: All encumbrances and other matters of record in the Official Public Records of Hays County, Texas, to the extent they are validly existing and affect the Easement Tract.

GRANT OF EASEMENT:

CUNCASHCA, LLC, a Texas limited liability company ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("Grantee") the Easement in, upon, over, under, along, through, and across the Easement Tract TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the

Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of the improvements which are constructed and installed therein or thereon under the terms of this Easement.

Grantor, on behalf of Grantor and its successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same.

CHARACTER OF EASEMENT:

The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. The Easement is for the benefit of Grantee.

PURPOSE OF EASEMENT:

The Easement shall be used by Grantee for public wastewater and/or water utility purposes, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of public wastewater or water pipelines and related appurtenances, or making connections thereto ("Facilities"). The Easement shall also be used by Grantee for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.

Upon completion of construction, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, remove any temporary access roads and drainage facilities, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor.

Neither Grantee nor its contractors shall use the Easement as access to or from its wastewater facilities that are on land adjacent to the property upon which the Easement is located. For the avoidance of doubt, while the Easement may be used for maintenance and operations of the facilities that are in the Easement, the Easement is not to be used as a road or other path through to the property upon which the Easement is located to access adjacent property.

DURATION OF EASEMENT:

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

GRANTOR USE:

Grantor hereby retains surface use of the Easement Tract and the right to plant and maintain ground cover and grasses only and to install, maintain, and replace water and irrigation lines and

similar infrastructure (both existing and future), so long as they do not interfere with the purpose of the easement or the Facilities. Grantor relinquishes the authority for planting or cultivation of bushes, trees or other living matter (except as specified herein), and building and maintaining any structures within the Easement Tract, and acknowledges that such uses are specifically prohibited. Grantor grants to Grantee the right to remove any living material or structures located within the Easement Tract, without Grantor recourse, to prevent interference with the operation or repairs to Grantee's facilities or use within the Easement Tract.

In witness whereof, this instrument is executed this 7th day of June, 2023.

GRANTOR:
CUNCASHCA, LLC

By: H.L. Burns 6/7/2023
H.L. Burns
Title: Manager

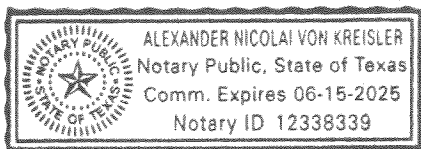
STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me, the undersigned authority, this 7th day of June, 2023 by H.L. Burns, Manager on behalf of CUNCASHCA, LLC, a Texas limited liability company,



[Signature]
Notary Public In and For
The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

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

EXHIBIT "A"
EASEMENT TRACT



SAM, LLC

4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735

Ofc 512.447.0575 Fax 512.326.3029

info@sam.biz www.sam.biz TBPLS # 10064300

Parcel 40
Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
30 Foot Wide Water and Wastewater Easement
3.00 Acre (130,486 Square Foot)

PARCEL 40:

BEING A 3.00 ACRE, 30 FOOT WIDE WATER AND WASTEWATER EASEMENT, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 202.38 ACRE TRACT (TRACT 4) AND 15.65 ACRE TRACT (TRACT 3) DESCRIBED IN A DEED TO CUNCASHCA, LLC, A TEXAS LIMITED LIABILITY COMPANY AND RECORDED IN DOCUMENT NUMBER 20030036, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 3.00 ACRE 30 FOOT WIDE WATER AND WASTEWATER EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "BYRN SURVEY" found for a northeast corner of said Tract 4, same being the northwest corner of a called 18.01 acre tract, described in a deed to Cuncashca, LLC, a Texas Limited Liability Company, recorded in Document Number 20000362, O.P.R.H.C.TX., and on the south R.O.W. line of F.M. Highway 150 (Variable Width R.O.W.);

THENCE S 04°34'45" E, with the common line of said Tract 4 and said 18.01 acre tract, a distance of 33.41 feet, to a calculated point on the said common line for the **POINT OF BEGINNING** of this 30 foot wide Water and Wastewater easement;

THENCE S 04°34'45" E, with the said common line, a distance of 34.91 feet, to a calculated point on the said common line for an angle corner of this 30 foot wide Water and Wastewater easement;

THENCE over and across said Tracts 3 and 4, the following sixteen (16) courses and distances:

- 1) N 63°50'12" W, a distance of 82.47 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 2) S 88°33'34" W, a distance of 446.30 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 3) S 88°06'36" W, a distance of 745.01 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 4) S 88°06'34" W, a distance of 212.06 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 5) N 70°43'25" W, a distance of 176.57 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,



- 6) S 42°56'54" W, a distance of 140.46 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,
- 7) S 82°22'08" W, a distance of 163.71 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 8) S 23°24'36" W, a distance of 244.46 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 9) S 00°04'02" E, a distance of 193.76 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 10) S 27°38'27" W, a distance of 54.53 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,
- 11) S 00°06'46" W, a distance of 397.14 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 12) S 17°23'20" W, a distance of 228.12 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 13) S 00°04'22" W, a distance of 360.63 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 14) S 37°20'52" W, a distance of 490.37 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,
- 15) S 18°13'05" W, a distance of 186.32 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 16) N 89°24'01" W, a distance of 229.08 feet, to a calculated point on the west line of said 202.38 acre tract for an angle corner of this Water and Wastewater easement. From which a 1/2-inch iron rod found at an interior corner of said Tract 4, same being on the east line of a called 40.58 acre tract, described in a deed to the City of Dripping Springs, recorded in Volume 2282, Page 847, (O.P.R.H.C.TX.), bears S 02°05'48" W, a distance of 144.86 feet;

THENCE N 02°05'48" E, with the common line of said Tract 4 and said 40.58 acre tract, a distance of 30.01 feet, to a calculated point on the said common line, for an angle point of this 30 foot wide Water and Wastewater easement;

THENCE over and across said Tracts 3 and 4, the following eleven (11) courses and distances:

- 1) S 89°24'01" E, a distance of 206.34 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 2) N 18°13'05" E, a distance of 169.43 feet, to a calculated point for an angle point of this Water and Wastewater easement,



- 3) N 37°20'52" E, a distance of 485.31 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 4) N 00°04'22" E, a distance of 355.08 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 5) N 17°23'20" E, a distance of 228.13 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 6) N 00°06'46" E, a distance of 399.93 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,
- 7) N 27°38'27" E, a distance of 54.48 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 8) N 00°04'02" W, a distance of 192.59 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 9) N 23°24'36" E, a distance of 267.65 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 10) N 82°22'08" E, a distance of 169.92 feet, to a calculated point for an angle corner of this Water and Wastewater easement,
- 11) N 42°56'54" E, a distance of 149.45 feet, to a calculated point on the northeast line of Tract 3 and the south R.O.W. line of F.M. Highway 150 (variable width R.O.W.), for an angle point of this Water and Wastewater easement, from which a TXDOT Type 1 monument found on the common line of said Tract 3 and F.M. Highway R.O.W. (variable width R.O.W.), bears S 70°58'23" E, a distance of 10.50 feet;

THENCE S 70°43'25" E, departing said northeast line of Tract 3, over and across Tract 4, a distance of 190.83 feet, to a calculated point of this Water and Wastewater easement;

THENCE N 88°06'34" E, over and across Tract 4, passing at a distance of 187.97 feet a TXDOT Type 1 monument found on the north line of said Tract 4 and the south R.O.W. line of F.M. Highway R.O.W. (variable width R.O.W.), continuing with the common line of said Tract 4 and south line of F.M. Highway 150 (variable width R.O.W.), for a total distance of 206.12 feet to a point on the north line of said common line for an angle point of this 30 foot wide Water and Wastewater easement;

THENCE N 88°06'36" E continuing with common line of said Tract 4 and south line of F.M. Highway 150 (variable width R.O.W.), a distance of 745.13 feet, to a calculated point on said common line for an angle point of this Water and Wastewater easement,

THENCE N 88°33'34" E continuing with common line of said Tract 4 and south line of F.M. Highway 150 (variable width R.O.W.), a distance of 453.79 feet, to a calculated point on said common line for an angle point of this Water and Wastewater easement,

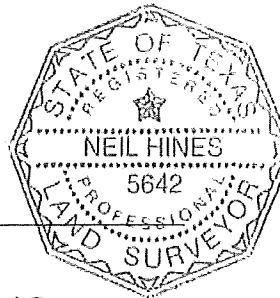


THENCE S 63°50'12" E, over and across said Tract 4, a distance of 72.00 feet, to the **POINT OF BEGINNING** and containing 3.00 acres, more or less.

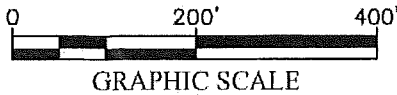
The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface in U.S. Survey Feet and may be converted to grid by multiplying the distance by a combined scale factor of 0.999870.

Neil Hines

Neil Hines
Registered Professional Land Surveyor
Texas Registration Number 5642



Date: 8 September 2022



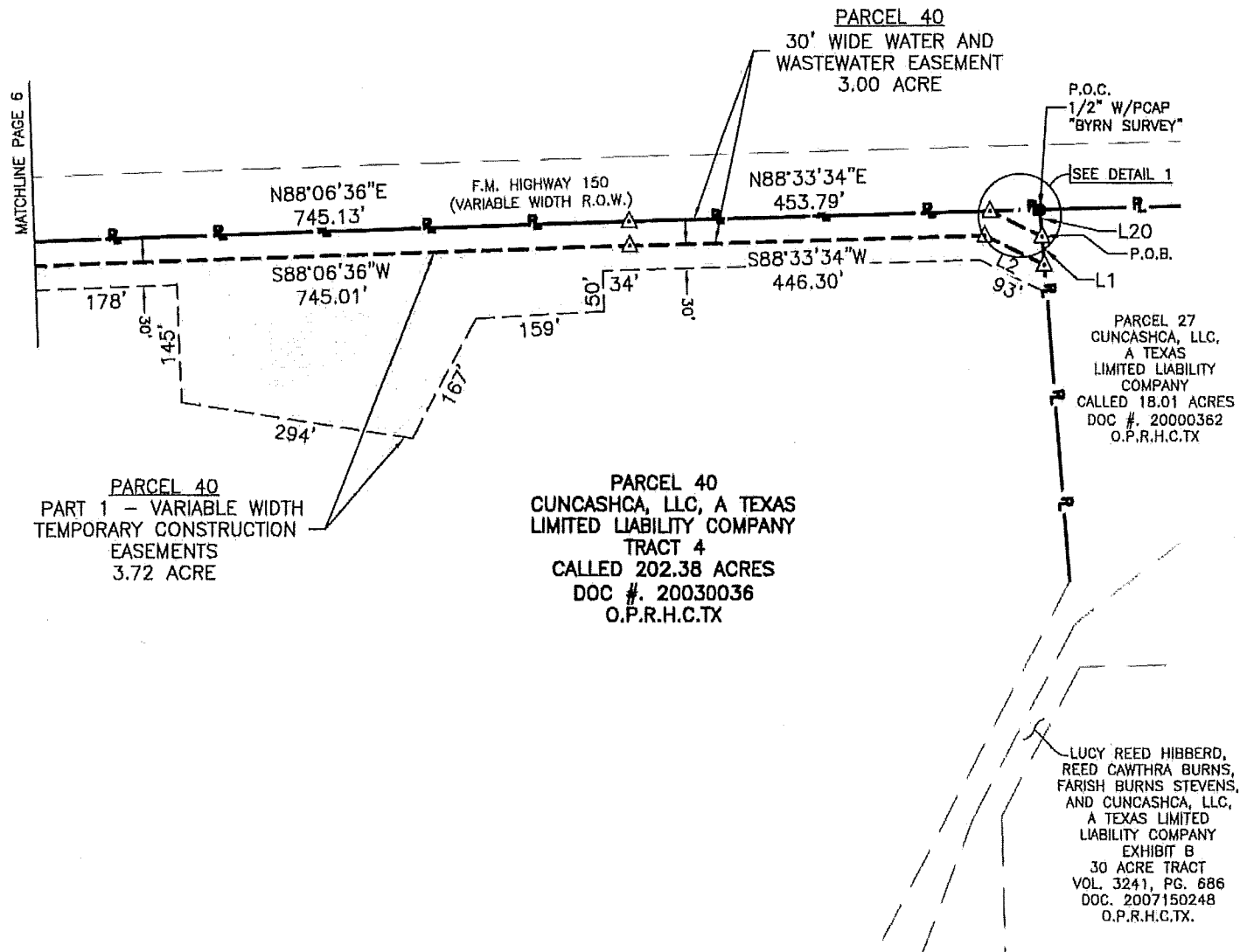
PARCEL 40
HAYS COUNTY, TEXAS

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

THOMAS S. JACKSON SURVEY
NO. 25, ABSTRACT 9

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S04°34'45"E	34.91'
L2	N63°50'12"W	82.47'
L19	S63°50'12"E	72.00'
L20	N04°34'45"W	33.41'

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR



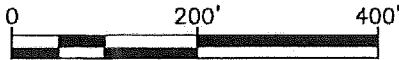
JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=200'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: -
PARTY CHIEF: J. STILLMAN
FIELDBOOKS: -



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

Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER ESMT.
CITY OF DRIPPING SPRINGS
SHEET 5
OF 8



GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

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

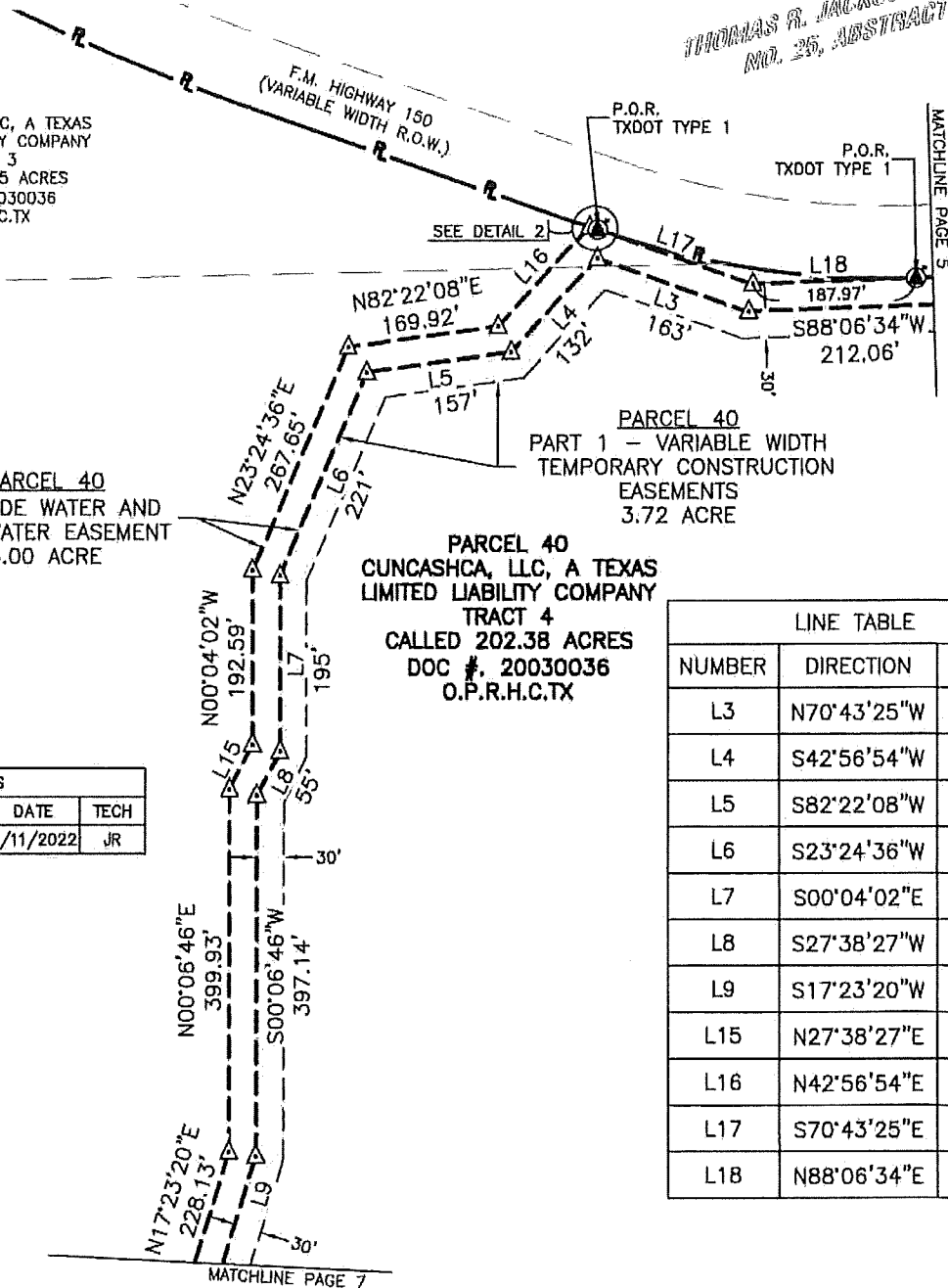
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 3
CALLED 15.65 ACRES
DOC #. 20030036
O.P.R.H.C.TX

PARCEL 40
30' WIDE WATER AND
WASTEWATER EASEMENT
3.00 ACRE

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR

THOMAS R. JACKSON SURVEY
NO. 25, ABSTRACT 9



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L3	N70°43'25"W	176.57'
L4	S42°56'54"W	140.46'
L5	S82°22'08"W	163.71'
L6	S23°24'36"W	244.46'
L7	S00°04'02"E	193.76'
L8	S27°38'27"W	54.53'
L9	S17°23'20"W	228.12'
L15	N27°38'27"E	54.48'
L16	N42°56'54"E	149.45'
L17	S70°43'25"E	190.83'
L18	N88°06'34"E	206.12'

JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=200'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT 10:
PARTY CHIEF: J. STILLMAN
FIELD BOOKS: -



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

Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 6
OF 8



GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

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

N

CITY OF DRIPPING SPRINGS
40.58 ACRE TRACT
VOL. 2282, PG. 847
O.P.R.H.C.TX.

THOMAS R. JACKSON SURVEY
NO. 25, ABSTRACT 9

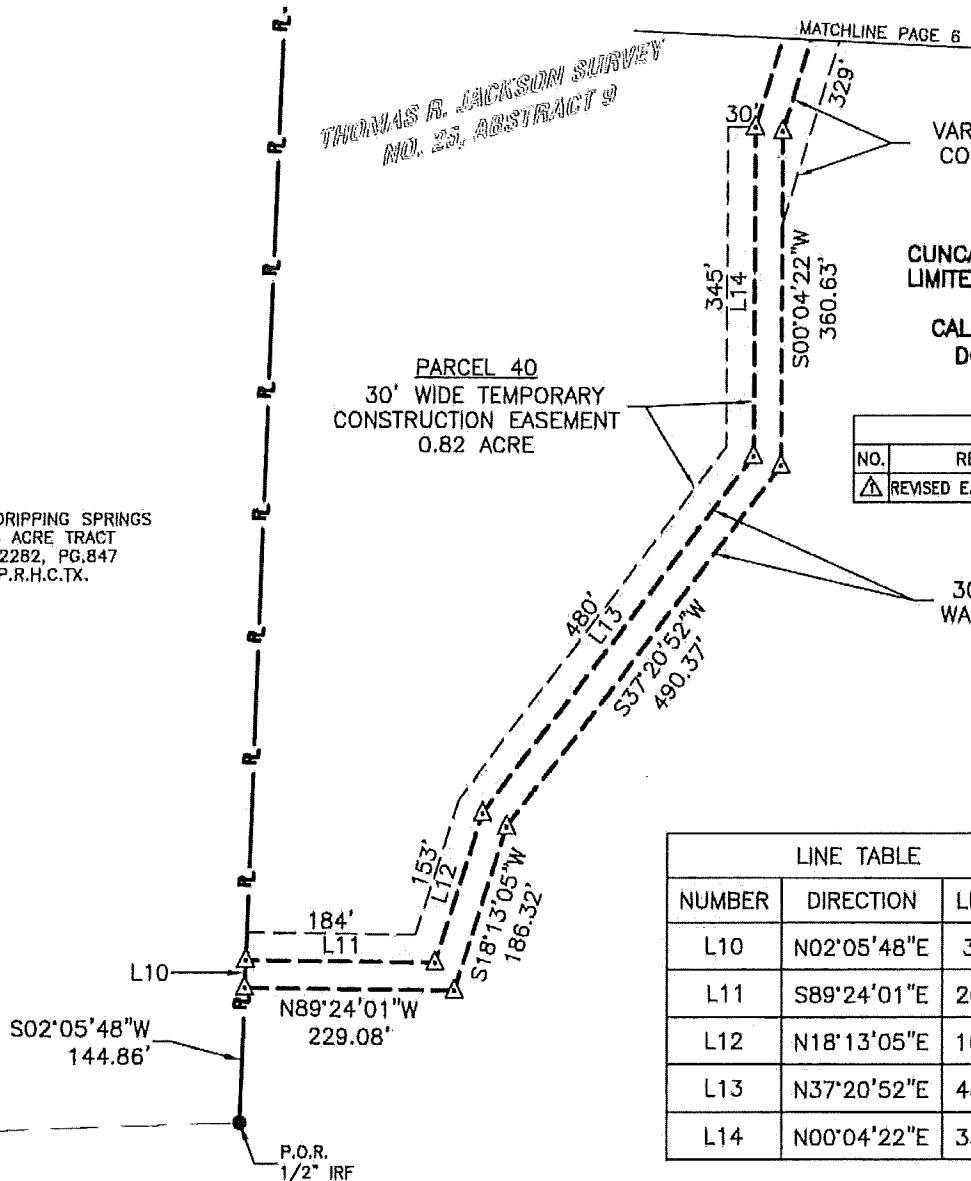
PARCEL 40
30' WIDE TEMPORARY
CONSTRUCTION EASEMENT
0.82 ACRE

PARCEL 40
VARIABLE WIDTH TEMPORARY
CONSTRUCTION EASEMENT
3.72 ACRE

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR

PARCEL 40
30' WIDE WATER AND
WASTEWATER EASEMENT
3.00 ACRE



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L10	N02°05'48"E	30.01'
L11	S89°24'01"E	206.34'
L12	N18°13'05"E	169.43'
L13	N37°20'52"E	485.31'
L14	N00°04'22"E	355.08'

JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1/200
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: -
PARTY CHIEF: J. STILLMAN
FIELDBOOKS: -

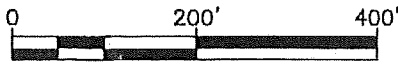


4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 7
OF 8



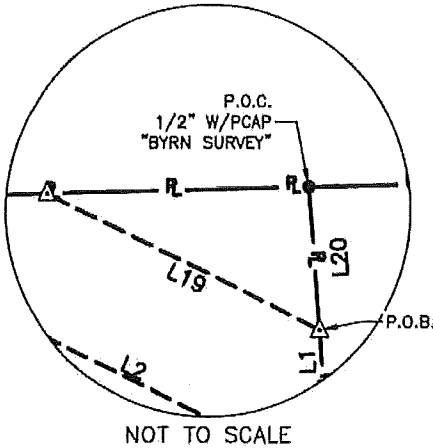
GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

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

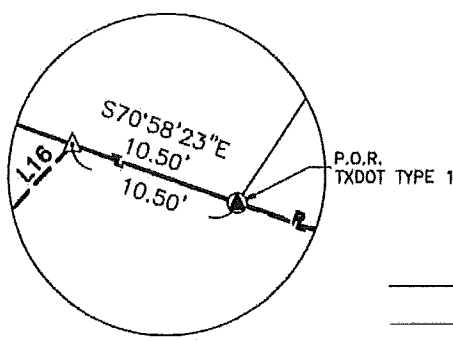
N

DETAIL 1



NOT TO SCALE

DETAIL 2



NOT TO SCALE

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR

LEGEND

— R —	PARCEL LIMITS
— L —	APPROXIMATE SURVEY LINE
— — —	EXISTING ROAD
— — —	ADJOINER PROPERTY
.....	FLYTIE
●	IRON ROD FOUND (AS NOTED)
△	CALCULATED POINT
⊙	TXDOT TYPE 1 MONUMENT
✱	NAIL FOUND
⊗	COTTON SPINDLE FOUND
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.O.C.	POINT OF COMMENCEMENT
[]	PERMANENT EASEMENT
[]	TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT AREA: 3.00 ACRES

PART 1 — VARIABLE WIDTH
TEMPORARY CONSTRUCTION EASEMENT AREA: 3.72 ACRES

PART 2 — 30' WIDE
TEMPORARY CONSTRUCTION EASEMENT AREA: 0.82 ACRES

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 4.54 ACRES

NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1667-CR, EFFECTIVE DATE: MAY 25, 2022, ISSUED JUNE 6, 2022.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.



Neil Hines 08/18/2022
NEIL HINES DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5642 — STATE OF TEXAS

JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=200'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: -
PARTY CHIEF: J. STILLMAN
FIELD BOOKS: -



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

Texas Firm Registration No. 10064300

PROJECT: SANITARY SEWER EASEMENT
CITY OF DRIPPING SPRINGS
SHEET 8
OF 8

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

23024961 EASEMENT
07/11/2023 02:08:48 PM Total Fees: \$70.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



EXHIBIT “C”
Wastewater Facilities Agreement
(136 pages)

WASTEWATER FACILITIES AGREEMENT

This Wastewater Facilities Agreement (the “Agreement”) is entered into by and between Cuncashca, LLC, a Texas limited liability company (“Cuncashca”) and the City of Dripping Springs, a general law city of Hays County, Texas (“City”).

RECITALS

- A. Cuncashca is the owner of the land identified on Exhibit “A” attached hereto (the “Cuncashca Property”).
- B. City desires that Cuncashca grant City exclusive easements (together, the “Easement”) within the Cuncashca Property for the sole purposes of installing, constructing, operating, maintaining, upgrading, repairing, removing and replacing underground water, sanitary sewer lines, treated effluent lines, and related appurtenances. A map generally showing the Easement is attached hereto at Exhibit “B”. The Easement documents to be executed (which includes both Permanent Easements and Temporary Construction Easements) are attached hereto at Exhibit “C”. Cuncashca is willing to grant the Easement for the consideration set-forth in this Agreement. The Permanent and Temporary Construction easements will be provided to City at no cost to City.
- C. City desires to acquire approximately 6.79 acres of land in fee simple currently owned by Cuncashca so that City may construct a treated effluent pond south of its existing wastewater treatment plant (hereafter the land sought by City shall be referred to as the “Cuncashca Exchange Land”). A map of the Cuncashca Exchange Land is attached at Exhibit “D”. The special warranty deed to be executed to convey the Cuncashca Exchange Land is attached at Exhibit “E”. Cuncashca desires to acquire approximately 6.79 acres of land currently owned by City (hereafter the land sought to be acquired by Cuncashca shall be referred to as the “City Exchange Land”). A map of the City Exchange Land is attached at Exhibit “F”. The special warranty deed to be executed to convey the City Exchange Land is attached at Exhibit “G”.

AGREEMENT

In consideration of the mutual covenants and obligations hereinafter described, which consideration is deemed sufficient, Cuncashca and City agree as follows:

- 1. Cuncashca agrees as follows:
 - a. Within 30 days after the Effective Date of this Agreement (as defined below), Cuncashca will execute and deliver or have executed and delivered to City the Easement documents attached at Exhibit “C”. Further, Cuncashca agrees to the field location of a two Temporary Construction staging easements areas generally shown on the Exhibit “C-1”.

- b. Within 30 days after the Effective Date of this Agreement, Cuncashca will execute and deliver or have executed and delivered to the City the special warranty deed attached at Exhibit “E”.
 - c. Cuncashca agrees to allow City to continue to use the existing drip fields within the boundary of the land acquired by Cuncashca in accordance with paragraph 3 of this Agreement.
 - d. Subject to the terms of the Temporary Easements, to allow City and its contractors temporary access to the most proximate existing ranch roads during construction of the East Interceptor and South Collector.
 - e. Subject to the terms of both the Temporary and Permanent Easements, to allow, as reasonably necessary, City and its contractors to access such easements on the Cuncashca Property through the new or relocated Charro Ranch/Cuncashca entrance gate on FM 150 so long as H. L. Burns or any entity related to H.L. Burns controls or owns the Cuncashca Property.
2. City agrees as follows:
- a. To allow Cuncashca, its heirs and assigns access to the treated water line within this Agreement for a period of 10 years after the date of City’s abandonment of the irrigation fields in the condition described in Section 3 below, the location of such access to be determined by the mutual agreement of the parties at such time as such use is permitted. Access means, subject to prior contractual arrangements between City and third parties and in accordance with the City’s reclaimed water requirements, the ability to connect and obtain service of the utility and water.
 - b. Simultaneously with the time of receiving the executed special warranty deed attached at Exhibit “E”, to deliver an executed special warranty deed for City Exchange Land, which is attached at Exhibit “G”. The warranty deed must clearly affirm that land exchanged will be released free and clear of any special provisions that run with the exchanged land due to any defect resulting from its prior legally permitted use as a treated effluent land disposal field.
 - c. To take all reasonable steps and instruct its contractors to take steps to prevent cattle escaping the Cuncashca Property during City’s construction activities. City further agrees that it will, within seven business days after the discovery of damage by City or after City’s receipt of notification thereof by Cuncashca, replace any damaged Buried/Surface Services (as defined herein) within the easements or damaged as a result of City’s actions under this Agreement, including proximate to any roadways used by City, its employees, agents or contractors. For purposes hereof, the term “Buried/Surface Services” means all water, sewer, electrical, communications equipment or infrastructure, wells, fencing, posts, gates, locks, gaps, cattleguards, valves, pipes, headers, outlets, splits, T's, etc. situated on the Cuncashca Property. City will take all reasonable efforts to avoid adverse impact to any Buried/Surface

Services. If the City determines it necessary to relocate any Buried Surface Services situated in any easement area, the City may relocate such item(s), provided that (i) there is no interruption in the service provided by such items(s) other than temporary interruptions required to effectuate such relocation, and (ii) the City provides Cuncashca with a survey or other geo-referenced drawing of the location of any relocated item(s).

- d. With respect to perimeter fencing of boundary for the Cuncashca Property or any interior fencing within the Cuncashca Property, any damaged fencing must be replaced immediately upon observation by City, its vendors, staff and associated contractors or after notice thereof from Cuncashca. Immediate means as fast as reasonably feasible after City's knowledge of damage. Cattle escaping the Cuncashca Property through fencing damaged, removed, or pending replacement shall be recovered by City, at its sole expense and risk, and shall cause the cattle to be returned to the interior of the Cuncashca Property.
- e. City will assist in relocating the existing Charro Ranch/Cuncashca entrance gate on FM 150 by paying \$10,000.00 to Cuncashca. During construction, Cuncashca will allow access through its entrance gate along FM 150 (whether through the existing gate or the new final entrance to be completed by Cuncashca, if Cuncashca desires to construct a new final entrance). If the City provides any temporary access from FM 150 to the temporary laydown area through any other area, the City must obtain all necessary TxDOT permits and approvals therefor, on behalf of Cuncashca.
- f. City, promptly after departure from the Temporary Easements, shall repair damaged surface and return the surface to a like for like condition. Cuncashca may install a new and final main access gate onto its property (if it so desires), while also leaving the existing main access gate in its place, form and function if desired by Cuncashca. However, City is not obligated to pay for any rock work or electrical work desired by Cuncashca.
- g. City will restrict the easements for utilities only. Notwithstanding the prior sentence, if the Cuncashca Property is developed in the future, City may allow walking paths or trails on the permanent easement areas (i.e., not over any temporary roadway areas used during construction or any roadways used for the subsequent operation of the City facilities) pending any negotiated agreements with the ultimate developer of the Cuncashca Property.
- h. Within ninety (90) days of the Effective Date, City and Cuncashca will jointly develop a mutually agreeable plan to determine where City will bore beneath trees (considering all trees 6 inches in diameter and larger, except cedar trees, located within 10 feet of each side of the permanent Easement) when constructing the gravity wastewater alignment and treated effluent line. Measurement of the diameter of such trees will be made in compliance with applicable City standards and regulations. If the parties are unable to reach agreement on such plan, the City will comply with the current City of Austin tree protection guidelines (currently

found at Section 3 of the City of Austin's Environmental Criteria Manual), as applicable, a copy of which can be electronically accessed at https://library.municode.com/tx/austin/codes/environmental_criteria_manual?nodeId=S3TRNAARPR_3.1.0GE).

- i. City will provide during the temporary construction phase tree protection for all trees 6 inches in diameter and larger (except cedar trees) that may remain in the wastewater and temporary construction easements and shall protect those same trees in the same manner for the duration of the Temporary Easements.
- j. Neither City nor its contractors shall use the permanent Easement as access to or from its wastewater facilities that are on land adjacent to the Cuncashca Property. For the avoidance of doubt, while the permanent Easement may be used for maintenance and operations of the facilities that are in the Easement, the Easement is not to be used as a road or other path through Cuncashca Property to access City property.
- k. City will implement oak wilt controls during any of its construction activities. If tree impacting, including stumpage (removal, replacement, trimming, cutting, pruning, etc.), is required to obtain access for equipment, or for any reason or purpose during the initial installation and subsequent operation phase of the utilities inside the Easement, then City will immediately (same day, same shift) cause its employees and agents to seal cut areas with pruning sealer. The organic matter cut (stumps, limbs, leaves, etc.) and lain inside or proximate to the Easement by City must be removed within 3 business days by City from any portion of Cuncashca Property and disposed off-site. City will provide 24-hours' prior notice of construction activities in any new section of the Easement so that Cuncashca representatives can observe oak wilt control activities and confirm the City's compliance therewith. City will contractually obligate its contractors to implement all such oak wilt controls.
- l. After construction, City will restore the existing ranch roads used by City and its contractors to their same or substantially similar condition as they were prior to the commencement of construction by the City, which shall be reasonably acceptable to Cuncashca and City. Any further access to the Cuncashca Property to enter upon the permanent Easement after completion of the construction contemplated hereunder shall be subject to prior notification to Cuncashca or its successors and assigns, by means of phone call, text and/or email, as long as such contact information has been provided to City.
- m. So long as H. L. Burns or any entity related to H.L. Burns controls or owns the Cuncashca Property, after the land exchange contemplated in this Agreement, Cuncashca may access City's roadway that is adjacent to the exchanged property to move hay to or from the City Exchange Land.

3. Cuncashca agrees to allow City to continue to operate the City Exchange Land as a drip irrigation field for the City's wastewater system on the City Exchange Land and Cuncashca will execute any document (if any) required by TCEQ to allow the City to continue to operate in accordance with this paragraph. At no point shall Cuncashca be legally obligated to perform any function required by TCEQ in order to release the drip field lands to Cuncashca from TCEQ or the City, as any such requirement shall be the sole responsibility of City. City will completely abandon the irrigation fields (at its cost) within 6 months of TCEQ closure approval and turn over the City Exchange Land "free and clear" of any encumbrance or regulatory burden that runs with the land as a result of its prior use as a regulated treated water disposal field. An initial operation certified mail notice will be mailed to Cuncashca advising of the date of release by TCEQ and permitted access thereto by Cuncashca and its heirs and assigns. For purposes of this Agreement, the phrase "completely abandon" the irrigation fields means the removal of all wastewater equipment and infrastructure (including, but not limited to sub-surface and surface drip irrigation headers, boxes, valve junctions, wiring and drip related piping and/or infrastructure supporting the drip field) and restoration of the surface of irrigation fields. Restoration of the surface of the irrigation fields shall be deemed accomplished when the grass has grown at least 1 ½" high with 90% coverage and no bare spots larger than 16 square feet exist. The topography shall match adjoining topography. City shall also follow the TCEQ rules for abandonment of the City Exchange Land as drip fields as set-forth at 30 Tex. Admin. Code § 222.163 (a current copy of such rules may be electronically accessed at [https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=30&pt=1&ch=222&rl=163](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=30&pt=1&ch=222&rl=163)). To the extent that closure of the City Exchange Land as drip fields results in the encumbrance of any restrictions against any specific activity on the property, City will use commercially reasonable efforts to have such restrictions removed as expeditiously as possible. To the extent that such restrictions cannot be removed within one year of the approval of the abandonment of the City Exchange Land as drip fields, then (i) City will pay to Cuncashca or its assigns the then current appraised value of Cuncashca Exchange Land and City will be reconveyed possession and ownership of the City Exchange Land, or (ii) City and Cuncashca shall agree to work together in good faith to develop a mutually agreeable plan to lease from Cuncashca the City Exchange Land and, if desired by City, other land within the Cuncashca Property proximate to the City's existing waste water facilities for its 210 disposal requirements. Such lease would be for a period of twenty (20) years, be upon commercially reasonable terms agreed to by the parties, and would be subject to the terms and provisions of this Agreement, but modified as reasonably necessary to address any future phases of City's disposal uses. Until such time as the City Exchange Land has been turned over to Cuncashca as required hereunder, the City shall be responsible for the payment of any and all ad valorem taxes, assessments, levies, and fees that are assessed against or levied on the City Exchange Land by any taxing authority or other governmental entity.
4. City has previously entered into agreements with RPC Investments, Inc. H. L. Burns, and L.R. Hibberd concerning phase III wastewater deposits (all such agreements are attached at Exhibit "H"). City acknowledges and agrees that 365 LUE Rights under these agreements have been assigned to and are currently held by Cuncashca and commit a total of 365 LUE Rights for the Cuncashca Property based on the terms set forth in such agreements. As

further consideration for this Agreement, City agrees that no Reservation Fees will be charged for the 365 LUEs committed by the agreements at Exhibit "H" until the first day of the month after City has either completely abandoned the irrigation fields and turned over the City Exchange Land in accordance with the terms of Section 3 above or entered into a lease as described in Section 3. For purposes hereof the term "Reservation Fee" means any fee charged by City prior to connection to hold or reserve capacity in the City's wastewater system. When City offers to serve any portion of the Cuncashca Property in Phase III (as set forth in the agreements at Exhibit "H", notwithstanding any provisions in such agreements concerning the timing of submitting a "Residential/Commercial Application for Wastewater Service" (hereinafter referred to as "Application")), Cuncashca and its successors and assigns will have 7 years after City has either completely abandoned the irrigation fields and turned over the City Exchange Land in the condition described in Section 3 above or entered into a lease as described in Section 3 to submit the Application and pay the connection fee in effect at the time of connection. Notwithstanding anything to the contrary in this Agreement, the City agrees that once Phase III wastewater service becomes available, Cuncashca shall be permitted to submit Applications for the use of its LUE Rights, which Applications shall be processed by the City in a non-discriminatory manner and without regard to the status of the abandonment of the irrigation fields described above or any lease.

5. The City has reserved 1 LUE for the house existing on the Cuncashca Property as of the Effective Date of this Agreement. Service for this LUE shall become available upon completion of the wastewater line to be constructed on the Cuncashca Exchange Land. To obtain service for that reserved LUE, Cuncashca will submit an Application, construct facilities needed to connect, and pay any required fees.
6. **ADDITIONAL FENCING PROVISIONS:** City will assure that its contractors will install temporary fencing to the extent necessary to keep livestock on the Cuncashca Property from leaving the premises or wandering from one internally fenced area to another. Wherever the permanent Easement crosses a fence, City shall install a gate and replace/repair the remaining fence line where the crossing occurs. Cuncashca shall be responsible for any perimeter fencing around the City Exchange Land once completely abandoned in accordance with the terms of Section 3 above or entered into a lease as described in Section 3. City shall be responsible for any perimeter fencing around Cuncashca Exchange Land. If any party installs gates having locks that prevent such party from accessing property to which they are entitled to access, double locks (one from each party) shall be used such that both parties may obtain access.
7. **MEDIATION:** Should any dispute concerning this Agreement arise, parties will attempt in good faith to resolve such dispute through informal discussions. In the event that informal discussions do not resolve the issue, the dispute will be submitted to a mutually acceptable mediation service or provider as a condition precedent to filing suit in a court of law. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction after mediation is complete.

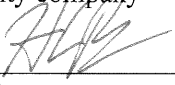
8. **INSURANCE:** At all times during City's use of any portion or the Cuncashca Property, City shall indemnify and save Cuncashca harmless from any and all liability, damage, expense, cause of action, suits, claims or judgments for personal injury, death or property damage arising out of City's use of the Easement, including activities of City and its employees, agents, and contractors (and such agents' and contractors' respective employees and agents). City shall at all times maintain, or cause to be maintained general public liability insurance against claims for personal injury or death and property damage occasioned by any acts and occurring upon, in or on the Cuncashca Property, such coverage to have combined limits for bodily injury and property damage of not less than \$1,000,000.00 per occurrence, and not less than \$2,000,000.00 in the aggregate. Such general public liability insurance shall name Cuncashca, any lessee of Cuncashca, and any mortgagee of the Cuncashca Property or of such lessee's leasehold interest as additional insureds and shall contain the agreement by the insurer that the insurance cannot be terminated, modified or not renewed without thirty (30) days' prior written notice to Cuncashca, any such lessee, and any such mortgagees. City shall deliver to Cuncashca, any such lessee, and any such mortgagees a certificate issued by the insurance carrier evidencing such general public liability insurance within ten (10) days after request therefor.
9. If any provision of this Agreement shall be or become invalid, illegal, or unenforceable in any respect under applicable law the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.
10. The prevailing party in any suit brought to enforce this Agreement shall be entitled to recover reasonable attorney's fees and necessary disbursements in addition to any other awards.
11. All signatories represent and warrant that they have authority to execute this Agreement.
12. This agreement may be executed in counterparts.

Effective as of date executed by last party ("the Effective Date").

[REMAINDER OF PAGE BLANK, SIGNATURE PAGES FOLLOW]

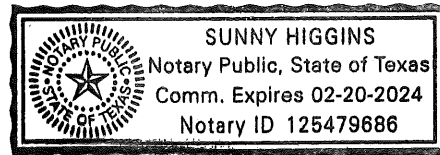
AGREED:

CUNCASHCA, LLC,
a Texas limited liability company

By: 
Name: H.L. Burns
Title: Manager

Date: 04/18/2023

Sunny Higgins.
04/18/2023



CITY OF DRIPPING SPRINGS, TEXAS

Attest:

Andrea Cunningham
Andrea Cunningham, TRMC
City Secretary

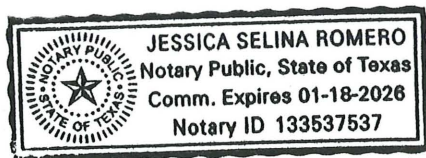
By: Bill Foulds, Jr.
Bill Foulds, Jr.

Date: April 7, 2023



STATE OF TEXAS
COUNTY OF HAYS

This instrument was executed by Bill Foulds, Jr. before me on this the 7th day of April, 2023.



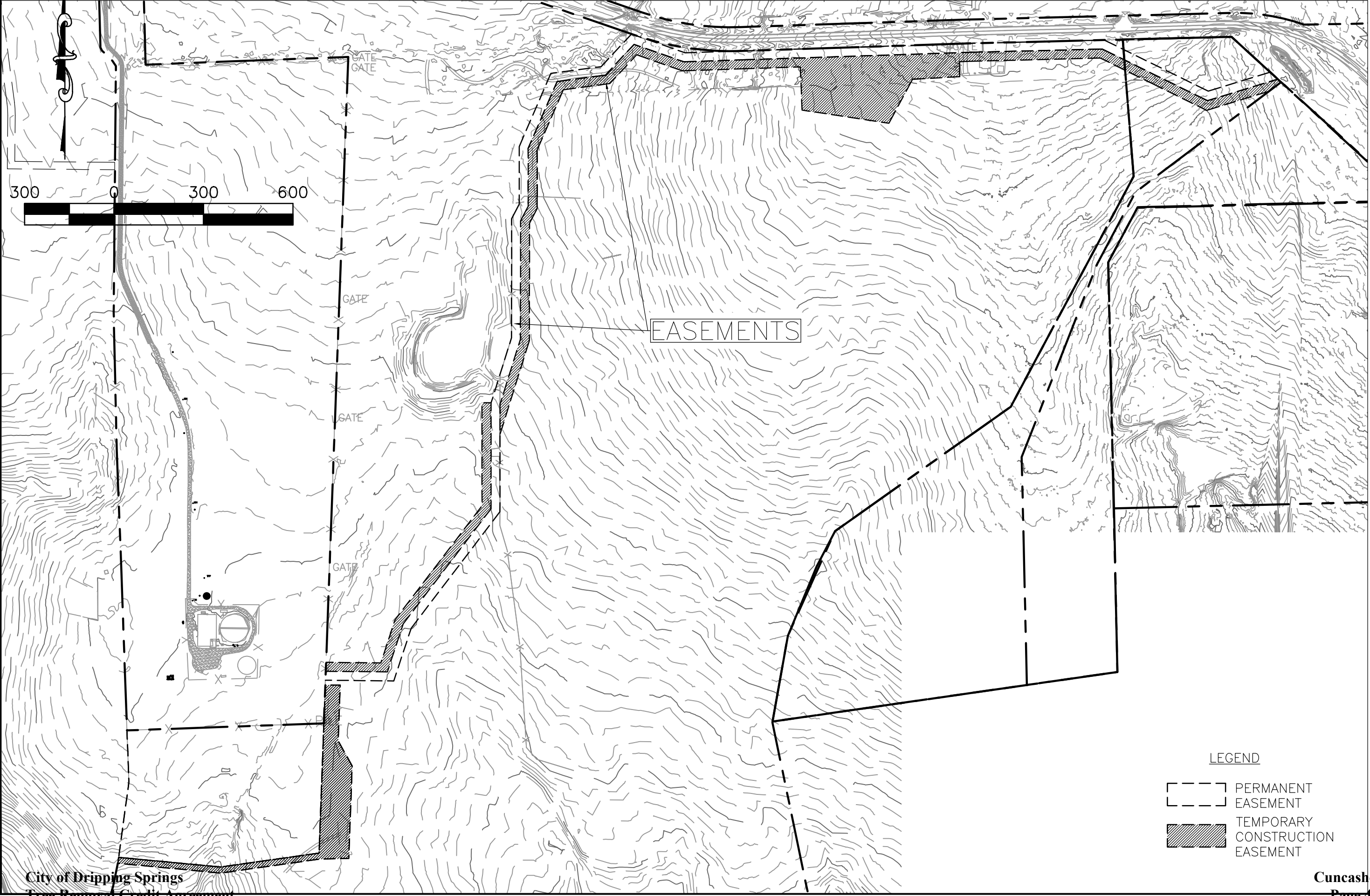
[Signature]

Notary Public, State of Texas

EXHIBIT A



EXHIBIT B



LEGEND

- PERMANENT EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT B

BURGESS & NIPL, INC.
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
(512) 432-1000 Fax: (512) 432-1015

EXHIBIT C

**Part 1 of
EXHIBIT C
(Parcel 27 Wastewater
Easement)**

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

WATER AND WASTEWATER EASEMENT
(CORPORATE - PARCEL 27)

Date: _____

Grantor: CUNCASHCA, LLC a Texas limited liability company

Grantor's Address: P.O. Box 5885, Austin, Texas 78763

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

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

Property: An exclusive easement and right-of-way in, upon, over, under, along, through, and across the parcel of real property of Grantor ("Easement"), said Easement consisting of approximately 0.38 acres, more or less, and more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").

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

Permitted Encumbrances: All encumbrances and other matters of record in the Official Public Records of Hays County, Texas, to the extent they are validly existing and affect the Easement Tract.

GRANT OF EASEMENT:

CUNCASHCA, LLC, a Texas limited liability company ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("Grantee") the Easement in, upon, over, under, along, through, and across the Easement Tract TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the

Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of the improvements which are constructed and installed therein or thereon under the terms of this Easement.

Grantor, on behalf of Grantor and its successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same.

CHARACTER OF EASEMENT:

The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. The Easement is for the benefit of Grantee.

PURPOSE OF EASEMENT:

The Easement shall be used by Grantee for public wastewater and/or water utility purposes, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of public wastewater or water pipelines and related appurtenances, or making connections thereto ("Facilities"). The Easement shall also be used by Grantee for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.

Upon completion of construction, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, remove any temporary access roads and drainage facilities, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor.

Neither Grantee nor its contractors shall use the Easement as access to or from its wastewater facilities that are on land adjacent to the property upon which the Easement is located. For the avoidance of doubt, while the Easement may be used for maintenance and operations of the facilities that are in the Easement, the Easement is not to be used as a road or other path through to the property upon which the Easement is located to access adjacent property.

DURATION OF EASEMENT:

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

GRANTOR USE:

Grantor hereby retains surface use of the Easement Tract and the right to plant and maintain ground cover and grasses only, and to install, maintain, and replace water and irrigation lines and

similar infrastructure (both existing and future), so long as they do not interfere with the purpose of the easement or the Facilities. Grantor relinquishes the authority for planting or cultivation of bushes, trees or other living matter (except as specified herein), and building and maintaining any structures within the Easement Tract, and acknowledges that such uses are specifically prohibited. Grantor grants to Grantee the right to remove any living material or structures located within the Easement Tract, without Grantor recourse, to prevent interference with the operation or repairs to Grantee's facilities or use within the Easement Tract.

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

GRANTOR:

By: _____

Title: _____

STATE OF TEXAS

§
§
§

COUNTY OF _____

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 20__, by _____, on behalf of CUNCASHCA, LLC, a Texas limited liability company,

Notary Public In and For
The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

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

EXHIBIT "A"
EASEMENT TRACT



SAM, LLC

4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735

Ofc 512.447.0575 Fax 512.326.3029

info@sam.biz www.sam.biz TBPLS # 10064300

Contract No. CUN202603

Item 5.

Parcel 27
Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
30 Foot Wide Water and Wastewater Easement
0.38 Acre (16,553 Square Foot)

PARCEL 27:

BEING A 0.38 ACRE, 30 FOOT WIDE WATER AND WASTEWATER EASEMENT, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 18.01 ACRE TRACT DESCRIBED IN A DEED TO CUNCASHCA, LLC, A TEXAS LIMITED LIABILITY COMPANY, AND RECORDED IN DOCUMENT NUMBER 20000362, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 0.38 ACRE 30 FOOT WIDE WATER AND WASTEWATER AND WASTEWATER BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "BYRN SURVEY" found for a northwest corner of said 18.01 acre tract, same being the northeast corner of a called 202.38 acre tract described in a deed as Tract 4 to Cuncashca, LLC, a Texas Limited Liability Company, and recorded in Document Number 20030036, (O.P.R.H.C.TX.);

THENCE S 04°34'45" E, with the common line of said 18.01 acre tract, and said Tract 4, a distance of 33.41 feet, to a calculated point on the said common line for the **POINT OF BEGINNING** of this 30 foot wide Water and Wastewater easement;

THENCE over and across said 18.01 acre tract, the following two (2) courses and distances:

- 1) S 63°50'12" E, a distance of 316.32 feet, to a calculated point, for an angle corner of this Water and Wastewater easement, and
- 2) N 72°59'51" E, a distance of 217.03 feet, to a calculated point on an east line of said 18.01 acre tract, and the southwest R.O.W. of F.M. Highway 150 (Variable Width R.O.W.) for an angle corner of this Water and Wastewater easement. From which a TXDOT Type 1 monument found on the northeast corner of said 18.01 acre tract, and a corner in the southwest R.O.W. of F.M. Highway 150 (Variable Width R.O.W.), bears N 47°28'21" W, a distance of 175.30 feet;

THENCE S 47°28'21" E, with the common line of said 18.01 acre tract, and said R.O.W. of F.M. Highway 150 (Variable Width R.O.W.), a distance of 34.81 feet, to a calculated point on the said common line, for an angle point of this 30 foot wide Water and Wastewater easement;



THENCE over and across said 18.01 acre tract, the following two (2) courses and distances:

- 1) S 72°59'51" W, a distance of 246.55 feet, to a calculated point for an angle point of this Water and Wastewater easement, and
- 2) N 63°50'12" W, a distance of 310.34 feet, to a calculated point on the common line of said 18.01 acre tract and said Tract 4, for an angle point of this Water and Wastewater easement,

THENCE N 04°34'45" W, with said common line, a distance of 34.91 feet, to the **POINT OF BEGINNING** and containing 0.38 acres, more or less.

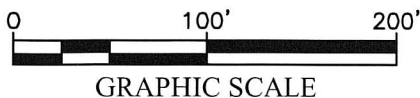
The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface in U.S. Survey Feet and may be converted to grid by multiplying the distance by a combined scale factor of 0.999870.

Neil Hines



Neil Hines
Registered Professional Land Surveyor
Texas Registration Number 5642

Date: 15 September 2022



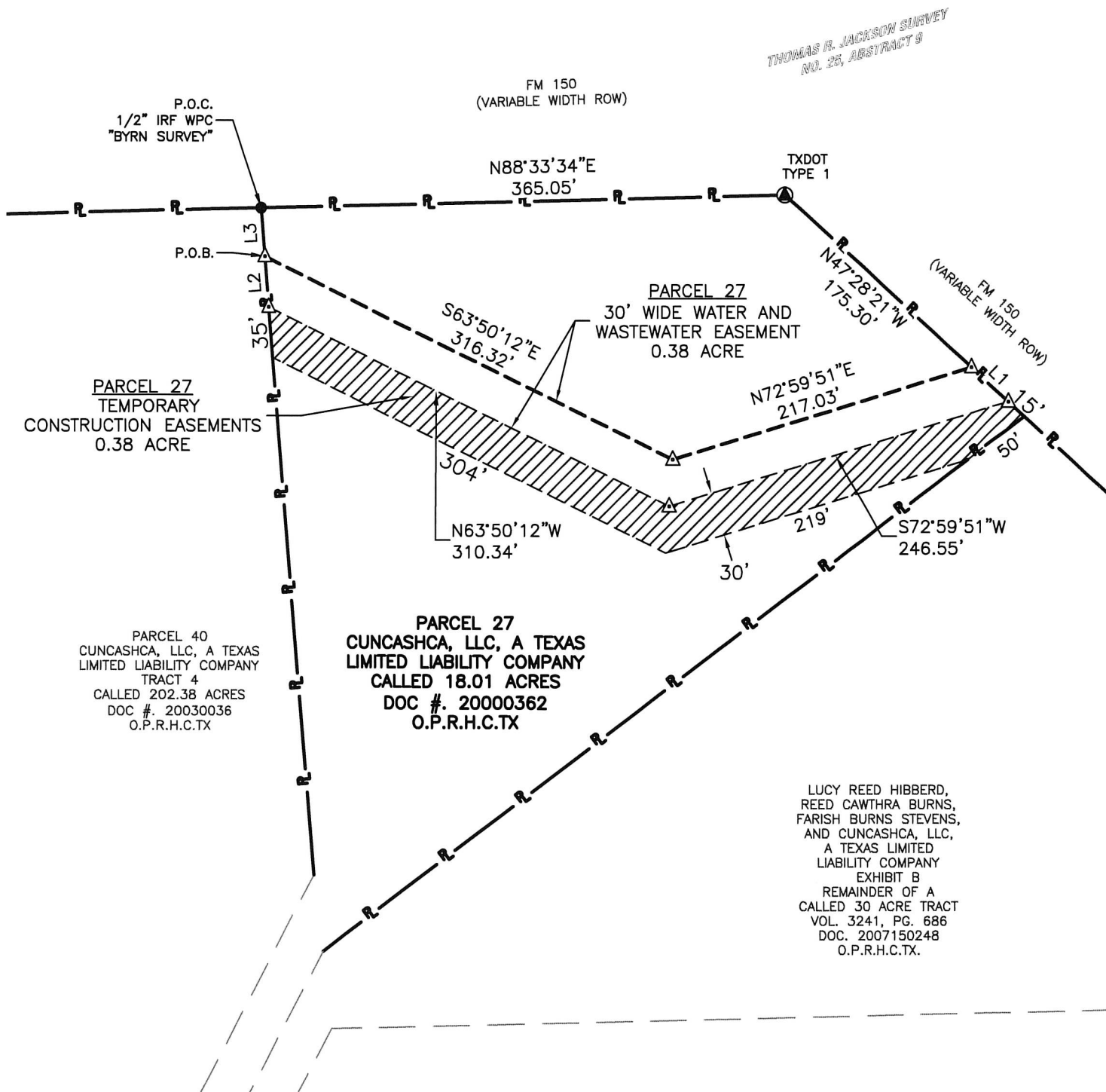
PARCEL 27
HAYS COUNTY, TEXAS

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

Contract No. CUN202603

Item 5.

N



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=100'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 27-R4
TRACT ID: -
PARTY CHIEF: STILLMAN
FIELD BOOKS: 1



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

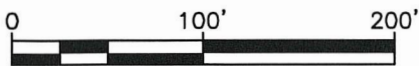
Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 3
OF 4

Cuncashca, LLC

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GRAPHIC SCALE

PARCEL 27
HAYS COUNTY, TEXAS

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

Contract No. CUN202603

Item 5.



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S47°28'21"E	34.81'
L2	N04°34'45"W	34.91'
L3	S04°34'45"E	33.41'

LEGEND

——— PL ———	PARCEL LIMITS
——— SL ———	APPROXIMATE SURVEY LINE
—————	EXISTING ROAD
—————	ADJOINER PROPERTY
.....	FLYTIE
●	IRON ROD FOUND (AS NOTED)
△	CALCULATED POINT
⊙	TXDOT TYPE I MONUMENT
⚓	NAIL FOUND
⊗	COTTON SPINDLE FOUND
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.O.C.	POINT OF COMMENCEMENT
[]	PERMANENT EASEMENT
[]	TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT AREA: 0.38 ACRES

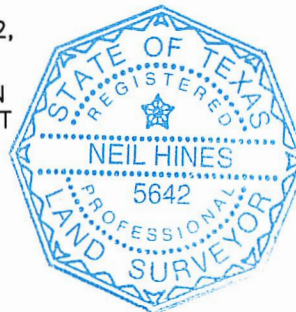
TEMPORARY CONSTRUCTION EASEMENT AREA: 0.38 ACRES

NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1661-CR, EFFECTIVE DATE: MAY 25, 2022, ISSUED JUNE 6, 2022.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.

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

DATE



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=100'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 27-R4
TRACT ID: -
PARTY: CITY OF DRIPPING SPRINGS
FIELDBOOKS: -



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

Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 4
OF 4

Cuncashca, LLC

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**Part 2 of
EXHIBIT C
(Parcel 40 Wastewater
Easement)**

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

WATER AND WASTEWATER EASEMENT
(CORPORATE - PARCEL 40)

Date: _____

Grantor: CUNCASHCA, LLC a Texas limited liability company

Grantor's Address: PO Box 5885, Austin, Texas 78763

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

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

Property: An exclusive easement and right-of-way in, upon, over, under, along, through, and across the parcel of real property of Grantor ("Easement"), said Easement consisting of approximately 3.00 acres, more or less, and more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").

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

Permitted Encumbrances: All encumbrances and other matters of record in the Official Public Records of Hays County, Texas, to the extent they are validly existing and affect the Easement Tract.

GRANT OF EASEMENT:

CUNCASHCA, LLC, a Texas limited liability company ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("Grantee") the Easement in, upon, over, under, along, through, and across the Easement Tract TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the

Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of the improvements which are constructed and installed therein or thereon under the terms of this Easement.

Grantor, on behalf of Grantor and its successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same.

CHARACTER OF EASEMENT:

The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. The Easement is for the benefit of Grantee.

PURPOSE OF EASEMENT:

The Easement shall be used by Grantee for public wastewater and/or water utility purposes, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of public wastewater or water pipelines and related appurtenances, or making connections thereto ("Facilities"). The Easement shall also be used by Grantee for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.

Upon completion of construction, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, remove any temporary access roads and drainage facilities, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor.

Neither Grantee nor its contractors shall use the Easement as access to or from its wastewater facilities that are on land adjacent to the property upon which the Easement is located. For the avoidance of doubt, while the Easement may be used for maintenance and operations of the facilities that are in the Easement, the Easement is not to be used as a road or other path through to the property upon which the Easement is located to access adjacent property.

DURATION OF EASEMENT:

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

GRANTOR USE:

Grantor hereby retains surface use of the Easement Tract and the right to plant and maintain ground cover and grasses only and to install, maintain, and replace water and irrigation lines and

similar infrastructure (both existing and future), so long as they do not interfere with the purpose of the easement or the Facilities. Grantor relinquishes the authority for planting or cultivation of bushes, trees or other living matter (except as specified herein), and building and maintaining any structures within the Easement Tract, and acknowledges that such uses are specifically prohibited. Grantor grants to Grantee the right to remove any living material or structures located within the Easement Tract, without Grantor recourse, to prevent interference with the operation or repairs to Grantee's facilities or use within the Easement Tract.

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

GRANTOR:

By: _____

Title: _____

STATE OF TEXAS

§

§

CORPORATE ACKNOWLEDGMENT

COUNTY OF _____

§

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 20__, by _____, on behalf of CUNCASHCA, LLC, a Texas limited liability company,

Notary Public In and For
The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

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

EXHIBIT "A"
EASEMENT TRACT



SAM, LLC

4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735

Ofc 512.447.0575 Fax 512.326.3029

info@sam.biz www.sam.biz TBPLS # 10064300

Contract No. CUN202603

Item 5.

Parcel 40
Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
30 Foot Wide Water and Wastewater Easement
3.00 Acre (130,486 Square Foot)

PARCEL 40:

BEING A 3.00 ACRE, 30 FOOT WIDE WATER AND WASTEWATER EASEMENT, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 202.38 ACRE TRACT (TRACT 4) AND 15.65 ACRE TRACT (TRACT 3) DESCRIBED IN A DEED TO CUNCASHCA, LLC, A TEXAS LIMITED LIABILITY COMPANY AND RECORDED IN DOCUMENT NUMBER 20030036, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 3.00 ACRE 30 FOOT WIDE WATER AND WASTEWATER EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "BYRN SURVEY" found for a northeast corner of said Tract 4, same being the northwest corner of a called 18.01 acre tract, described in a deed to Cuncashca, LLC, a Texas Limited Liability Company, recorded in Document Number 20000362, O.P.R.H.C.TX., and on the south R.O.W. line of F.M. Highway 150 (Variable Width R.O.W.);

THENCE S 04°34'45" E, with the common line of said Tract 4 and said 18.01 acre tract, a distance of 33.41 feet, to a calculated point on the said common line for the **POINT OF BEGINNING** of this 30 foot wide Water and Wastewater easement;

THENCE S 04°34'45" E, with the said common line, a distance of 34.91 feet, to a calculated point on the said common line for an angle corner of this 30 foot wide Water and Wastewater easement;

THENCE over and across said Tracts 3 and 4, the following sixteen (16) courses and distances:

- 1) N 63°50'12" W, a distance of 82.47 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 2) S 88°33'34" W, a distance of 446.30 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 3) S 88°06'36" W, a distance of 745.01 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 4) S 88°06'34" W, a distance of 212.06 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 5) N 70°43'25" W, a distance of 176.57 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,



- 6) S 42°56'54" W, a distance of 140.46 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,
- 7) S 82°22'08" W, a distance of 163.71 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 8) S 23°24'36" W, a distance of 244.46 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 9) S 00°04'02" E, a distance of 193.76 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 10) S 27°38'27" W, a distance of 54.53 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,
- 11) S 00°06'46" W, a distance of 397.14 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 12) S 17°23'20" W, a distance of 228.12 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 13) S 00°04'22" W, a distance of 360.63 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 14) S 37°20'52" W, a distance of 490.37 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,
- 15) S 18°13'05" W, a distance of 186.32 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 16) N 89°24'01" W, a distance of 229.08 feet, to a calculated point on the west line of said 202.38 acre tract for an angle corner of this Water and Wastewater easement. From which a 1/2-inch iron rod found at an interior corner of said Tract 4, same being on the east line of a called 40.58 acre tract, described in a deed to the City of Dripping Springs, recorded in Volume 2282, Page 847, (O.P.R.H.C.TX.), bears S 02°05'48" W, a distance of 144.86 feet;

THENCE N 02°05'48" E, with the common line of said Tract 4 and said 40.58 acre tract, a distance of 30.01 feet, to a calculated point on the said common line, for an angle point of this 30 foot wide Water and Wastewater easement;

THENCE over and across said Tracts 3 and 4, the following eleven (11) courses and distances:

- 1) S 89°24'01" E, a distance of 206.34 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 2) N 18°13'05" E, a distance of 169.43 feet, to a calculated point for an angle point of this Water and Wastewater easement,



- 3) N 37°20'52" E, a distance of 485.31 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 4) N 00°04'22" E, a distance of 355.08 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 5) N 17°23'20" E, a distance of 228.13 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 6) N 00°06'46" E, a distance of 399.93 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,
- 7) N 27°38'27" E, a distance of 54.48 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 8) N 00°04'02" W, a distance of 192.59 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 9) N 23°24'36" E, a distance of 267.65 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 10) N 82°22'08" E, a distance of 169.92 feet, to a calculated point for an angle corner of this Water and Wastewater easement,
- 11) N 42°56'54" E, a distance of 149.45 feet, to a calculated point on the northeast line of Tract 3 and the south R.O.W. line of F.M. Highway 150 (variable width R.O.W.), for an angle point of this Water and Wastewater easement, from which a TXDOT Type 1 monument found on the common line of said Tract 3 and F.M. Highway R.O.W. (variable width R.O.W.), bears S 70°58'23" E, a distance of 10.50 feet;

THENCE S 70°43'25" E, departing said northeast line of Tract 3, over and across Tract 4, a distance of 190.83 feet, to a calculated point of this Water and Wastewater easement;

THENCE N 88°06'34" E, over and across Tract 4, passing at a distance of 187.97 feet a TXDOT Type 1 monument found on the north line of said Tract 4 and the south R.O.W. line of F.M. Highway R.O.W. (variable width R.O.W.), continuing with the common line of said Tract 4 and south line of F.M. Highway 150 (variable width R.O.W.), for a total distance of 206.12 feet to a point on the north line of said common line for an angle point of this 30 foot wide Water and Wastewater easement;

THENCE N 88°06'36" E continuing with common line of said Tract 4 and south line of F.M. Highway 150 (variable width R.O.W.), a distance of 745.13 feet, to a calculated point on said common line for an angle point of this Water and Wastewater easement,

THENCE N 88°33'34" E continuing with common line of said Tract 4 and south line of F.M. Highway 150 (variable width R.O.W.), a distance of 453.79 feet, to a calculated point on said common line for an angle point of this Water and Wastewater easement,



THENCE S 63°50'12" E, over and across said Tract 4, a distance of 72.00 feet, to the **POINT OF BEGINNING** and containing 3.00 acres, more or less.

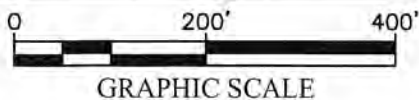
The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface in U.S. Survey Feet and may be converted to grid by multiplying the distance by a combined scale factor of 0.999870.

Neil Hines



Neil Hines
Registered Professional Land Surveyor
Texas Registration Number 5642

Date: 8 September 2022



PARCEL 40
HAYS COUNTY, TEXAS

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

Contract No. CUN202603

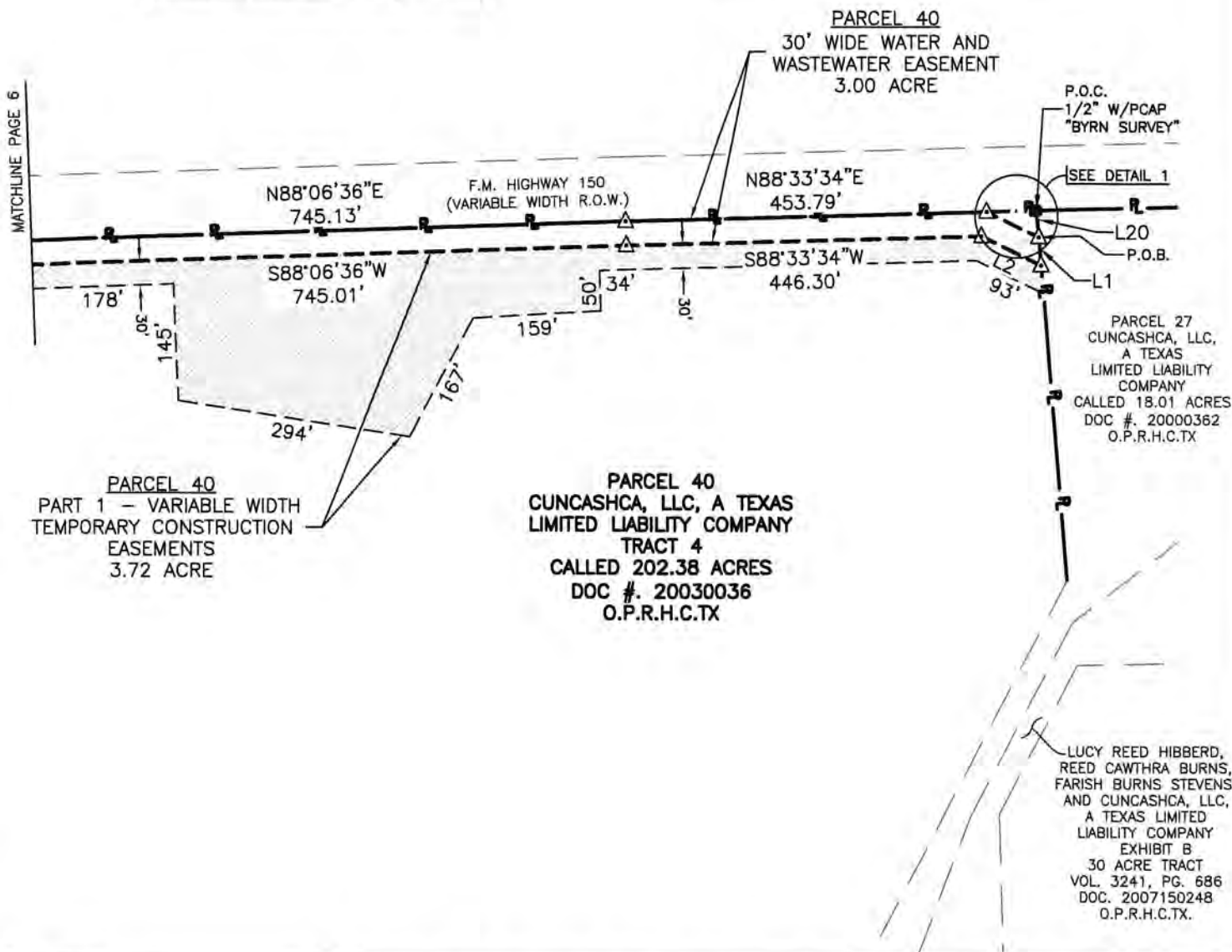
Item 5.



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S04°34'45"E	34.91'
L2	N63°50'12"W	82.47'
L19	S63°50'12"E	72.00'
L20	N04°34'45"W	33.41'

THOMAS R. JACKSON SURVEY
NO. 25, ABSTRACT 9

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=200'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: -
PARTY CHIEF: J. STILLMAN
FIELD BOOKS: -



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
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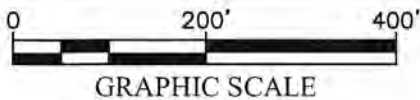
Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER ESMT.
CITY OF DRIPPING SPRINGS

SHEET 5
OF 8

Cuncashca, LLC

372



PARCEL 40
HAYS COUNTY, TEXAS

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

Contract No. CUN202603

Item 5.

THOMAS R. JACKSON SURVEY
NO. 25, ABSTRACT 9

CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 3
CALLED 15.65 ACRES
DOC #. 20030036
O.P.R.H.C.TX

PARCEL 40
30' WIDE WATER AND
WASTEWATER EASEMENT
3.00 ACRE

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

PARCEL 40
PART 1 - VARIABLE WIDTH
TEMPORARY CONSTRUCTION
EASEMENTS
3.72 ACRE

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L3	N70°43'25"W	176.57'
L4	S42°56'54"W	140.46'
L5	S82°22'08"W	163.71'
L6	S23°24'36"W	244.46'
L7	S00°04'02"E	193.76'
L8	S27°38'27"W	54.53'
L9	S17°23'20"W	228.12'
L15	N27°38'27"E	54.48'
L16	N42°56'54"E	149.45'
L17	S70°43'25"E	190.83'
L18	N88°06'34"E	206.12'



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=200'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: -
PARTY: CEE, J. STILLMAN
FIELDBOOK: -



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Fax: 512.326.3029
email: info@sam.biz

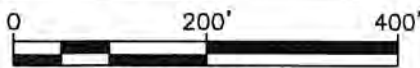
Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 6
OF 8

Cuncashca, LLC

373



GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

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

Contract No. CUN202603

Item 5.



THOMAS R. JACKSON SURVEY
NO. 25, ABSTRACT 9

MATCHLINE PAGE 6

PARCEL 40
VARIABLE WIDTH TEMPORARY
CONSTRUCTION EASEMENT
3.72 ACRE

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

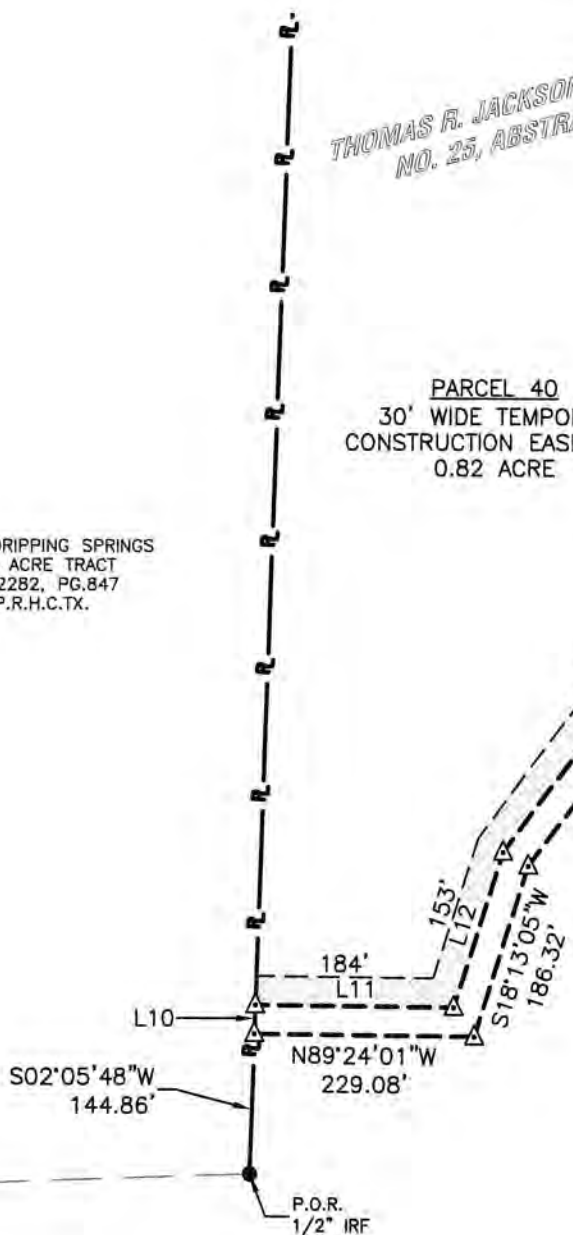
PARCEL 40
30' WIDE TEMPORARY
CONSTRUCTION EASEMENT
0.82 ACRE

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR

PARCEL 40
30' WIDE WATER AND
WASTEWATER EASEMENT
3.00 ACRE

CITY OF DRIPPING SPRINGS
40.58 ACRE TRACT
VOL. 2282, PG. 847
O.P.R.H.C.TX.

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L10	N02°05'48"E	30.01'
L11	S89°24'01"E	206.34'
L12	N18°13'05"E	169.43'
L13	N37°20'52"E	485.31'
L14	N00°04'22"E	355.08'



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1:200
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: -
PARTY CHIEF: J. STILLMAN
FIELD BOOKS



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

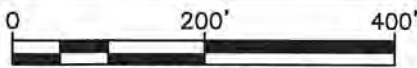
Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 7
OF 8

Cuncashca, LLC

374



GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

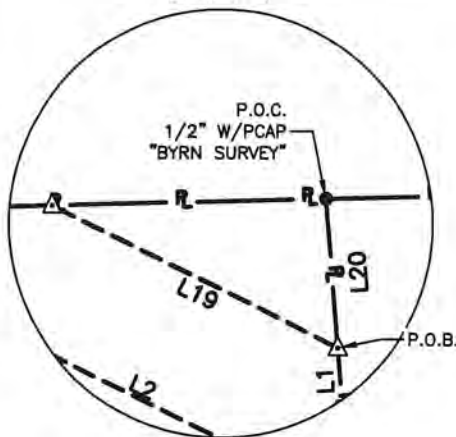
PLAT OF WATER & WASTEWATER EASEMENT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS

Contract No. CUN202603

Item 5.

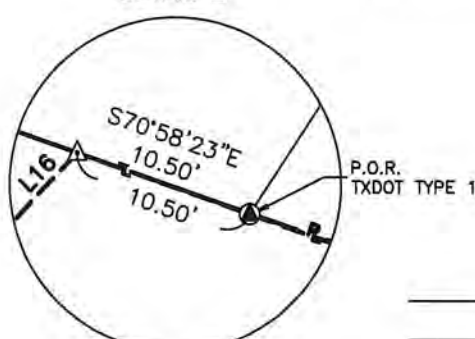


DETAIL 1



NOT TO SCALE

DETAIL 2



NOT TO SCALE

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR

LEGEND

—— R ——	PARCEL LIMITS
—— S ——	APPROXIMATE SURVEY LINE
—— ———	EXISTING ROAD
—— ———	ADJOINER PROPERTY
.....	FLYTIE
●	IRON ROD FOUND (AS NOTED)
△	CALCULATED POINT
⊙	TXDOT TYPE 1 MONUMENT
✱	NAIL FOUND
⊙	COTTON SPINDLE FOUND
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.O.C.	POINT OF COMMENCEMENT
[—]	PERMANENT EASEMENT
[—]	TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT AREA: 3.00 ACRES

PART 1 — VARIABLE WIDTH
TEMPORARY CONSTRUCTION EASEMENT AREA: 3.72 ACRES

PART 2 — 30' WIDE
TEMPORARY CONSTRUCTION EASEMENT AREA: 0.82 ACRES

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 4.54 ACRES

NOTES:

1. ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
2. RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1667-CR, EFFECTIVE DATE: MAY 25, 2022, ISSUED JUNE 6, 2022.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.

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

DATE



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1:200
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: —
PARTY: CHIEF, STILLMAN
FIELD BOOKS



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

Texas Firm Registration No. 10064300

PROJECT: SANITARY SEWER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 8
OF 8

Cuncashca, LLC

375

Part 3 of
EXHIBIT C
(Parcel 27 Temporary
Construction Easement)

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

TEMPORARY CONSTRUCTION EASEMENT
(CORPORATE – PARCEL 27)

Date: _____

Grantor: CUNCASHCA, LLC, a Texas limited liability company

Grantor's Address: PO Box 5885, Austin, Texas 78763

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

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

Property: An exclusive approximately 0.38 acre temporary easement and right-of-way ("Easement") in, upon, across, over, along and through the parcel of real property of Grantor which is more particularly shown as "Temporary Construction Easements" on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").

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

Permitted Encumbrances: All encumbrances and other matters of record in the Official Public Records of Hays County, Texas, to the extent they are validly existing and affect the Easement Tract.

GRANT OF EASEMENT:

CUNCASHCA, LLC, a Texas limited liability company ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("Grantee") the Easement in, upon, across, over, along and through the Easement Tract TO HAVE AND TO HOLD the same for the Duration to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or

any part thereof, for the purpose of construction of the City of Dripping Springs wastewater system improvements as described in Texas Water Development Board Project No. 73819.

Grantor, on behalf of Grantor and his/her heirs, legal representatives, successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same for the Duration of the Easement.

CHARACTER OF EASEMENT:

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

PURPOSE OF EASEMENT:

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

Neither Grantee nor its contractors shall use the Easement as access to or from its wastewater facilities that are on land adjacent to the property upon which the Easement is located. For the avoidance of doubt, while the Easement may be used for maintenance and operations of the facilities that are in the Easement, the Easement is not to be used as a road or other path through to the property upon which the Easement is located to access adjacent property.

DURATION OF EASEMENT:

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

USE OF EASEMENT:

Prior to the start of construction, Grantee agrees to install any temporary barriers required by its Federal or State permits to prevent loss of disturbed soil. Prior to termination of the easement, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor. The termination of this Temporary Construction Easement shall not, in any way, cancel, terminate, reduce, or diminish any permanent easements granted by Grantor.

GRANTOR USE:

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

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

GRANTOR:

By: _____

Title: _____

STATE OF TEXAS

COUNTY OF _____

§
§
§

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 20__, by _____, on behalf of said CUNCASHCA, LLC, a Texas limited liability company.

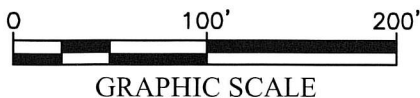
Notary Public In and For
The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

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

EXHIBIT “A”
EASEMENT TRACT



GRAPHIC SCALE

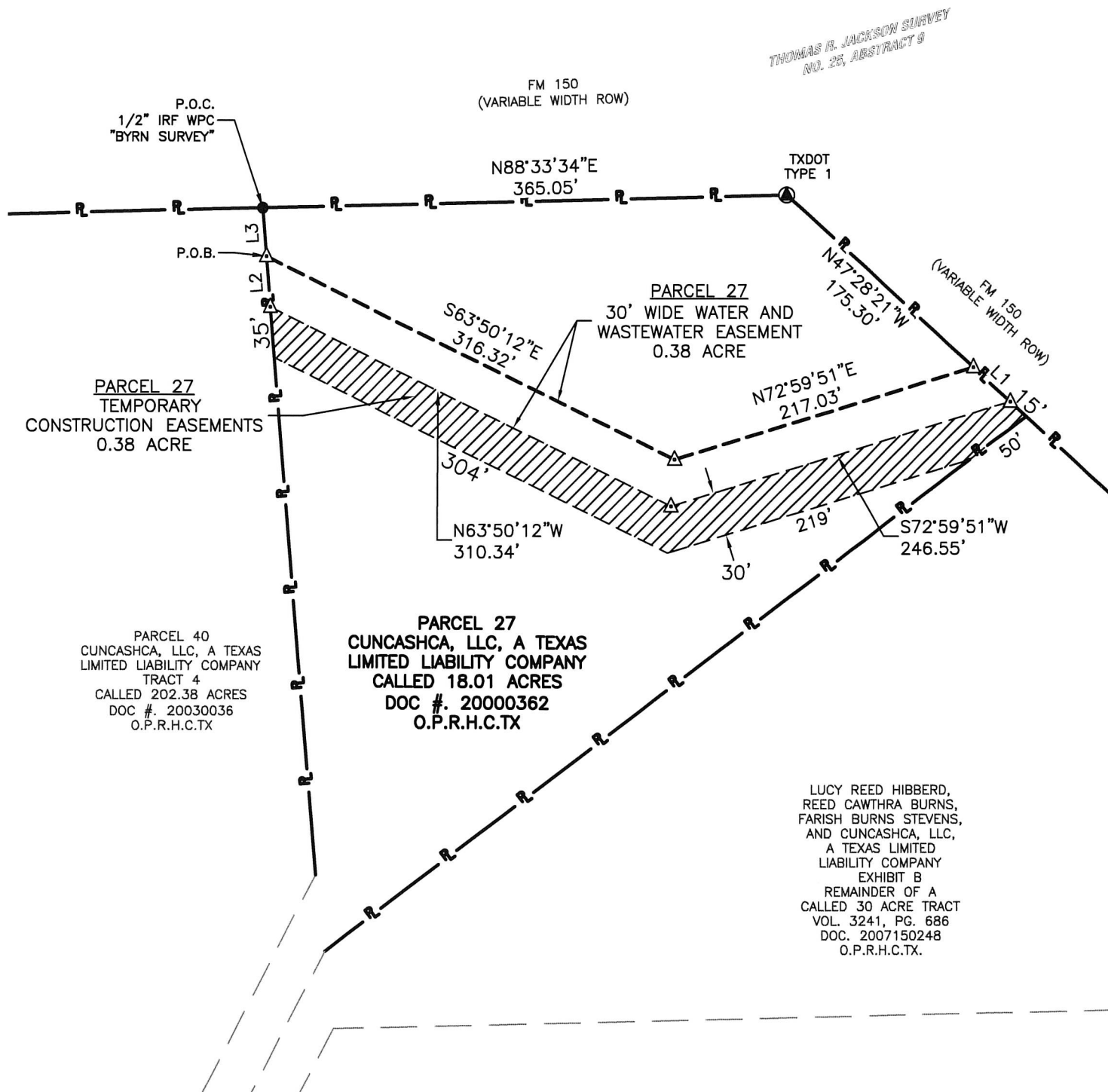
PARCEL 27
HAYS COUNTY, TEXAS

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

Contract No. CUN202603

Item 5.

N



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1\"/>



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

Texas Firm Registration No. 10064300

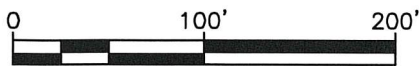
PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 3
OF 4

Cuncashca, LLC

381

Page 73 of 167



GRAPHIC SCALE

PARCEL 27
HAYS COUNTY, TEXAS

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

Contract No. CUN202603

Item 5.

N

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S47°28'21"E	34.81'
L2	N04°34'45"W	34.91'
L3	S04°34'45"E	33.41'

LEGEND

	PL	PARCEL LIMITS
	SL	APPROXIMATE SURVEY LINE
		EXISTING ROAD
		ADJOINER PROPERTY
		FLYTIE
		IRON ROD FOUND (AS NOTED)
		CALCULATED POINT
		TXDOT TYPE I MONUMENT
		NAIL FOUND
		COTTON SPINDLE FOUND
	D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
	P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
	O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
	P.O.B.	POINT OF BEGINNING
	P.O.R.	POINT OF REFERENCE
	P.O.C.	POINT OF COMMENCEMENT
		PERMANENT EASEMENT
		TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT AREA: 0.38 ACRES

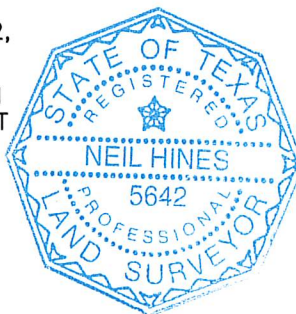
TEMPORARY CONSTRUCTION EASEMENT AREA: 0.38 ACRES

NOTES:

1. ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
2. RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1661-CR, EFFECTIVE DATE: MAY 25, 2022, ISSUED JUNE 6, 2022.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.

NEIL HINES 15 SEPTEMBER 2022
NEIL HINES
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5642 - STATE OF TEXAS

DATE



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=100'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 27-R4
TRACT ID: -
PARTY CHIEF: J. STILLMAN
FIELD BOOKS: -



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

Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 4
OF 4

Cuncashca, LLC

382

**Part 4 of
EXHIBIT C
(First Parcel 40 Temporary
Construction Easement)**

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

TEMPORARY CONSTRUCTION EASEMENT
(CORPORATE – PARCEL 40)

Date: _____

Grantor: CUNCASHCA, LLC, a Texas limited liability company

Grantor's Address: PO Box 5885, Austin, Texas 78763

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

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

Property: An exclusive approximately 0.38 acre temporary easement and right-of-way ("Easement") in, upon, across, over, along and through the parcel of real property of Grantor which is more particularly shown as "Temporary Construction Easement" on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Tract").

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

Permitted Encumbrances: All encumbrances and other matters of record in the Official Public Records of Hays County, Texas, to the extent they are validly existing and affect the Easement Tract.

GRANT OF EASEMENT:

CUNCASHCA, LLC, a Texas limited liability company ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto THE CITY OF DRIPPING SPRINGS, TEXAS, a General Law municipality located in Hays County, Texas ("Grantee") the Easement in, upon, across, over, along and through the Easement Tract TO HAVE AND TO HOLD the same for the Duration to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or

any part thereof, for the purpose of construction of the City of Dripping Springs wastewater system improvements as described in Texas Water Development Board Project No. 73819.

Grantor, on behalf of Grantor and his/her heirs, legal representatives, successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same for the Duration of the Easement.

CHARACTER OF EASEMENT:

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

PURPOSE OF EASEMENT:

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

Neither Grantee nor its contractors shall use the Easement as access to or from its wastewater facilities that are on land adjacent to the property upon which the Easement is located. For the avoidance of doubt, while the Easement may be used for maintenance and operations of the facilities that are in the Easement, the Easement is not to be used as a road or other path through to the property upon which the Easement is located to access adjacent property.

DURATION OF EASEMENT:

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

USE OF EASEMENT:

Prior to the start of construction, Grantee agrees to install any temporary barriers required by its Federal or State permits to prevent loss of disturbed soil. Prior to termination of the easement, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor. The termination of this Temporary Construction Easement shall not, in any way, cancel, terminate, reduce, or diminish any permanent easements granted by Grantor.

GRANTOR USE:

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

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

GRANTOR:

By: _____

Title: _____

STATE OF TEXAS

§
§
§

COUNTY OF _____

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 20__, by _____, on behalf of said CUNCASHCA, LLC, a Texas limited liability company.

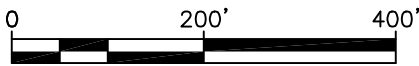
Notary Public In and For
The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

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

EXHIBIT "A"
EASEMENT TRACT



GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

PLAT OF TEMPORARY
CONSTRUCTION EASEMENT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS

Contract No. CUN202603

Item 5.



PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

PARCEL 40
30' WIDE WATER AND
WASTEWATER EASEMENT
3.00 ACRE

CITY OF DRIPPING SPRINGS
40.58 ACRE TRACT
VOL.2282, PG.847
O.P.R.H.C.TX.

LOT 25, BLOCK A
HOWARD RANCH
SUBDIVISION
SECTION 2
VOLUME 13, PAGE 152
O.P.R.H.C.TX

STILES J. FOWLER SURVEY
NO. 31, ABSTRACT 174

PARCEL 40
TEMPORARY CONSTRUCTION
EASEMENT
1.40 ACRE

PARCEL 40
PROPOSED EFFLUENT POND
6.79 ACRES
(295,772 SQUARE FEET)

N06°48'18"E
70.06'

P.O.R.
1/2" IRFC

LOT 25, BLOCK A
HOWARD RANCH
SUBDIVISION
SECTION 2
VOLUME 13, PAGE 152
O.P.R.H.C.TX

S84°35'24"E 342.64'

N81°57'34"E 333.60'

N84°35'24"W 345.48'

S81°57'34"W 335.96'

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

WILLIAM COCKBURN SURVEY
NO. 32, ABSTRACT 97

THOMAS R. JACKSON SURVEY
NO. 25, ABSTRACT 9

JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1:200
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40-TCE_R2
TRACT ID: -
PARTY CHIEF: J. STILLMAN
FIELD BOOK: -
City of Dripping Springs



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

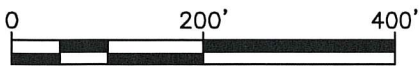
Texas Firm Registration No. 10064300

PROJECT: TEMPORARY EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 3
OF 4

Cuncashca, LLC

388



GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

PARCEL PLAT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS

Contract No. CUN202603

Item 5.

N

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N02°05'48"E	144.86'
L2	S89°24'01"E	50.02'
L3	S02°05'48"W	202.69'
L4	S29°02'40"E	96.68'
L5	S88°42'35"W	96.65'
L6	N06°48'18"E	20.01'

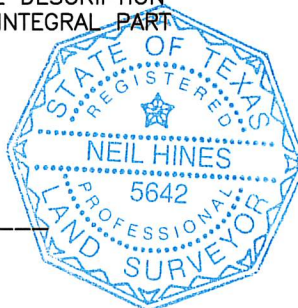
LEGEND

	PARCEL LIMITS
	APPROXIMATE SURVEY LINE
	EXISTING ROAD
	ADJOINER PROPERTY
	FLYTIE
	IRON ROD FOUND (AS NOTED)
	CALCULATED POINT
	TXDOT TYPE I MONUMENT
	NAIL FOUND
	COTTON SPINDLE FOUND
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
	TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT AREA: 1.40 ACRES

NOTES:

1. ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
2. RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1667-CR, EFFECTIVE DATE: MAY 25, 2022, ISSUED JUNE 6, 2022.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.



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

DATE

JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=200'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40-TCE_R2
TRACT ID: -
PARTY: CHIEF, STILLMAN
FIELDBOOKS: City of Dripping Springs



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

Texas Firm Registration No. 10064300

PROJECT: PARCEL PLAT
CITY OF DRIPPING SPRINGS

SHEET 4
OF 4

Cuncashca, LLC 389

**Part 5 of
EXHIBIT C
(Second Parcel 40 Temporary
Construction Easement)**

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

TEMPORARY CONSTRUCTION EASEMENT
(CORPORATE – PARCEL 40)

Date: _____

Grantor: CUNCASHCA, LLC, a Texas limited liability company

Grantor's Address: PO Box 5885, Austin, Texas 78763

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

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

Property: Part 1: An exclusive approximately 3.72 acre temporary easement and right-of-way ("Easement") in, upon, across, over, along and through the parcel of real property of Grantor which is more particularly shown as "Temporary Construction Easements" on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").

Part 2: An exclusive approximately 0.82 acre temporary easement and right-of-way ("Easement") in, upon, across, over, along and through the parcel of real property of Grantor which is more particularly shown as "Temporary Construction Easements" on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").

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

Permitted Encumbrances: All encumbrances and other matters of record in the Official Public Records of Hays County, Texas, to the extent they are validly existing and affect the Easement Tract.

GRANT OF EASEMENT:

CUNCASHCA, LLC, a Texas limited liability company ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND

CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas (“Grantee”) the Easement in, upon, across, over, along and through the Easement Tract TO HAVE AND TO HOLD the same for the Duration to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction of the City of Dripping Springs wastewater system improvements as described in Texas Water Development Board Project No. 73819.

Grantor, on behalf of Grantor and his/her heirs, legal representatives, successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same for the Duration of the Easement.

CHARACTER OF EASEMENT:

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

PURPOSE OF EASEMENT:

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

Neither Grantee nor its contractors shall use the Easement as access to or from its wastewater facilities that are on land adjacent to the property upon which the Easement is located. For the avoidance of doubt, while the Easement may be used for maintenance and operations of the facilities that are in the Easement, the Easement is not to be used as a road or other path through to the property upon which the Easement is located to access adjacent property.

DURATION OF EASEMENT:

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

USE OF EASEMENT:

Prior to the start of construction, Grantee agrees to install any temporary barriers required by its Federal or State permits to prevent loss of disturbed soil. Prior to termination of the easement, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by

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

GRANTOR USE:

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

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

GRANTOR:

By: _____

Title: _____

STATE OF TEXAS

§
§
§

COUNTY OF _____

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 20__, by _____, on behalf of said CUNCASHCA, LLC, a Texas limited liability company.

Notary Public In and For
The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

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

EXHIBIT "A"
EASEMENT TRACT



PARCEL 40
HAYS COUNTY, TEXAS

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

Contract No. CUN202603

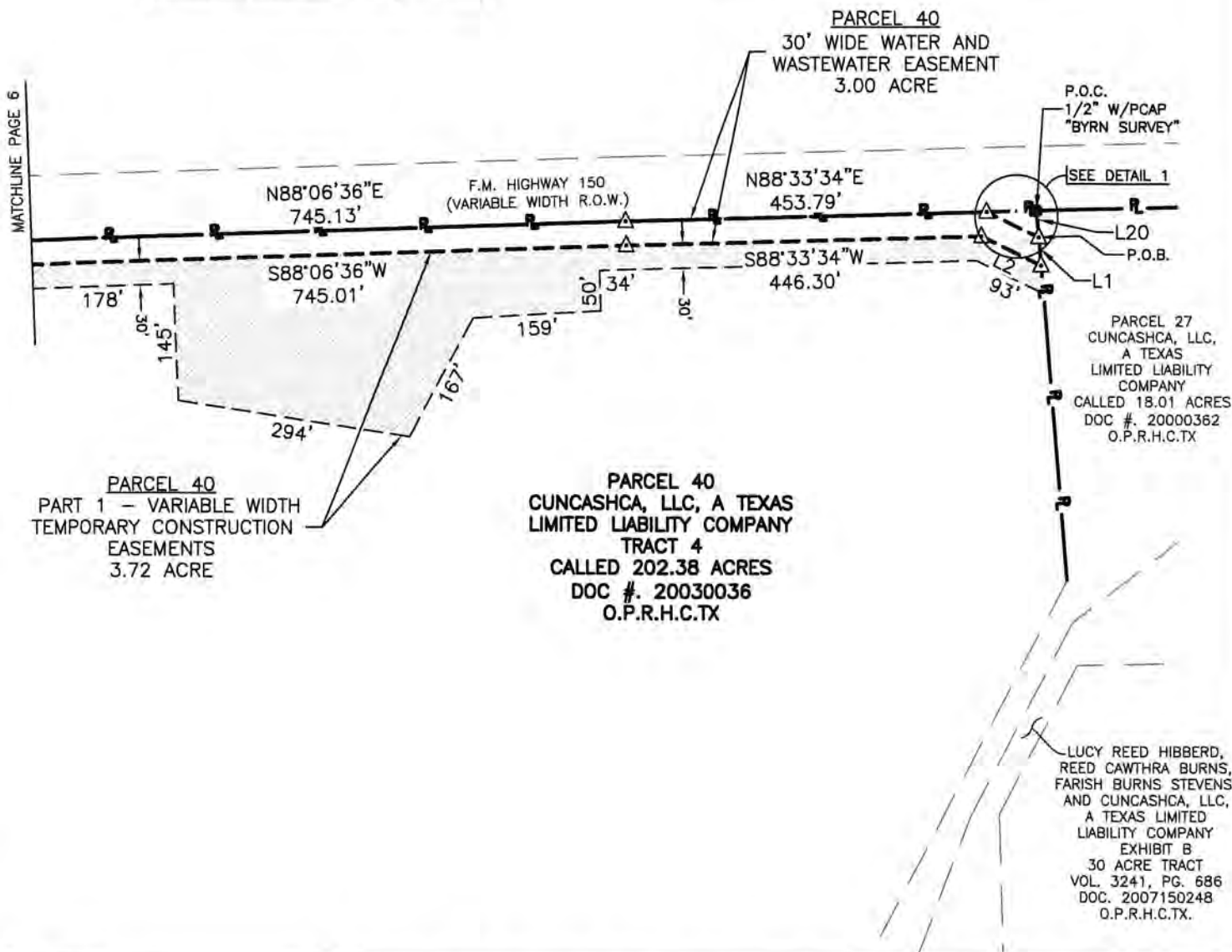
Item 5.



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S04°34'45"E	34.91'
L2	N63°50'12"W	82.47'
L19	S63°50'12"E	72.00'
L20	N04°34'45"W	33.41'

THOMAS R. JACKSON SURVEY
NO. 25, ABSTRACT 9

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=200'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: -
PARTY: CEE, STILLMAN
FIELDBOOKS



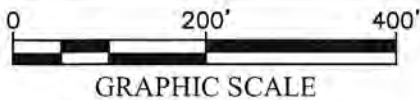
4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER ESMT.
CITY OF DRIPPING SPRINGS

SHEET 5
OF 8

Cuncashca, LLC 395



PARCEL 40
HAYS COUNTY, TEXAS

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

Contract No. CUN202603

Item 5.



THOMAS R. JACKSON SURVEY
NO. 25, ABSTRACT 9

CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 3
CALLED 15.65 ACRES
DOC #. 20030036
O.P.R.H.C.TX

PARCEL 40
30' WIDE WATER AND
WASTEWATER EASEMENT
3.00 ACRE

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

PARCEL 40
PART 1 - VARIABLE WIDTH
TEMPORARY CONSTRUCTION
EASEMENTS
3.72 ACRE

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L3	N70°43'25"W	176.57'
L4	S42°56'54"W	140.46'
L5	S82°22'08"W	163.71'
L6	S23°24'36"W	244.46'
L7	S00°04'02"E	193.76'
L8	S27°38'27"W	54.53'
L9	S17°23'20"W	228.12'
L15	N27°38'27"E	54.48'
L16	N42°56'54"E	149.45'
L17	S70°43'25"E	190.83'
L18	N88°06'34"E	206.12'



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=200'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: -
PARTY: CEE J STILLMAN
FIELDBOOK: 3



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

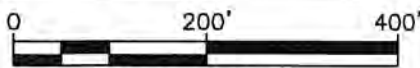
Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 6
OF 8

Cuncashca, LLC

396



GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

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

Contract No. CUN202603

Item 5.



THOMAS R. JACKSON SURVEY
NO. 25, ABSTRACT 9

MATCHLINE PAGE 6

PARCEL 40
VARIABLE WIDTH TEMPORARY
CONSTRUCTION EASEMENT
3.72 ACRE

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

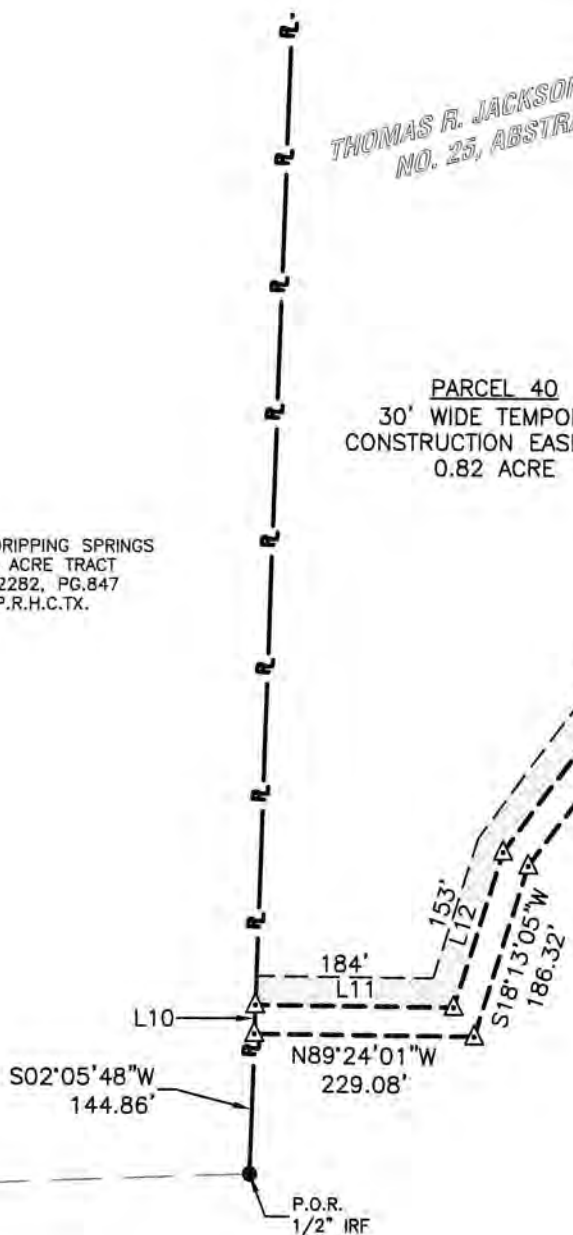
PARCEL 40
30' WIDE TEMPORARY
CONSTRUCTION EASEMENT
0.82 ACRE

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR

PARCEL 40
30' WIDE WATER AND
WASTEWATER EASEMENT
3.00 ACRE

CITY OF DRIPPING SPRINGS
40.58 ACRE TRACT
VOL. 2282, PG. 847
O.P.R.H.C.TX.

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L10	N02°05'48"E	30.01'
L11	S89°24'01"E	206.34'
L12	N18°13'05"E	169.43'
L13	N37°20'52"E	485.31'
L14	N00°04'22"E	355.08'



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1:200
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: -
PARTY CHIEF: J. STILLMAN
FIELD BOOKS: -



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

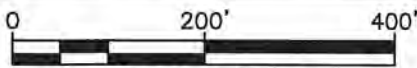
Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 7
OF 8

Cuncashca, LLC

397



GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

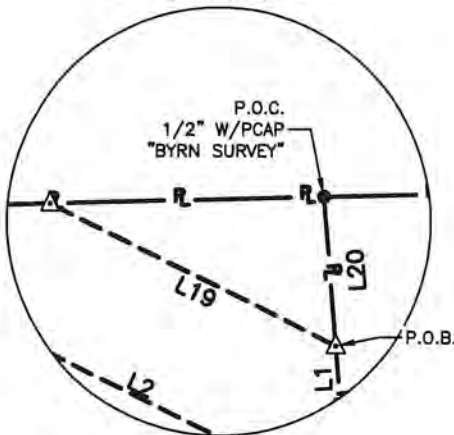
PLAT OF WATER & WASTEWATER EASEMENT SOUTH REGIONAL WATER RECLAMATION PROJECT CITY OF DRIPPING SPRINGS

Contract No. CUN202603

Item 5.

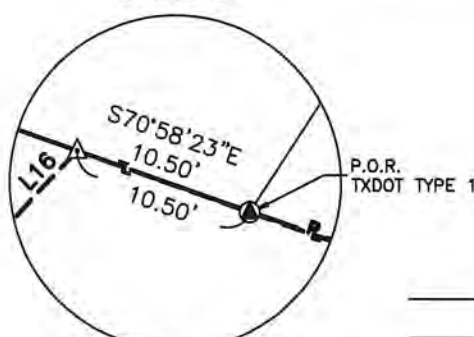
N

DETAIL 1



NOT TO SCALE

DETAIL 2



NOT TO SCALE

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR

LEGEND

— R —	PARCEL LIMITS
— S —	APPROXIMATE SURVEY LINE
— — —	EXISTING ROAD
— — —	ADJOINER PROPERTY
.....	FLYTIE
●	IRON ROD FOUND (AS NOTED)
△	CALCULATED POINT
⊙	TXDOT TYPE I MONUMENT
✱	NAIL FOUND
⊙	COTTON SPINDLE FOUND
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.O.C.	POINT OF COMMENCEMENT
[—]	PERMANENT EASEMENT
[—]	TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT AREA: 3.00 ACRES

PART 1 — VARIABLE WIDTH
TEMPORARY CONSTRUCTION EASEMENT AREA: 3.72 ACRES

PART 2 — 30' WIDE
TEMPORARY CONSTRUCTION EASEMENT AREA: 0.82 ACRES

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 4.54 ACRES

NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1667-CR, EFFECTIVE DATE: MAY 25, 2022, ISSUED JUNE 6, 2022.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.



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

DATE

JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1:200
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: —
PARTY: CHIEF, STILLMAN
FIELD BOOKS



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

Texas Firm Registration No. 10064300

PROJECT: SANITARY SEWER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 8
OF 8

Cuncashca, LLC

398

EXHIBIT C-1

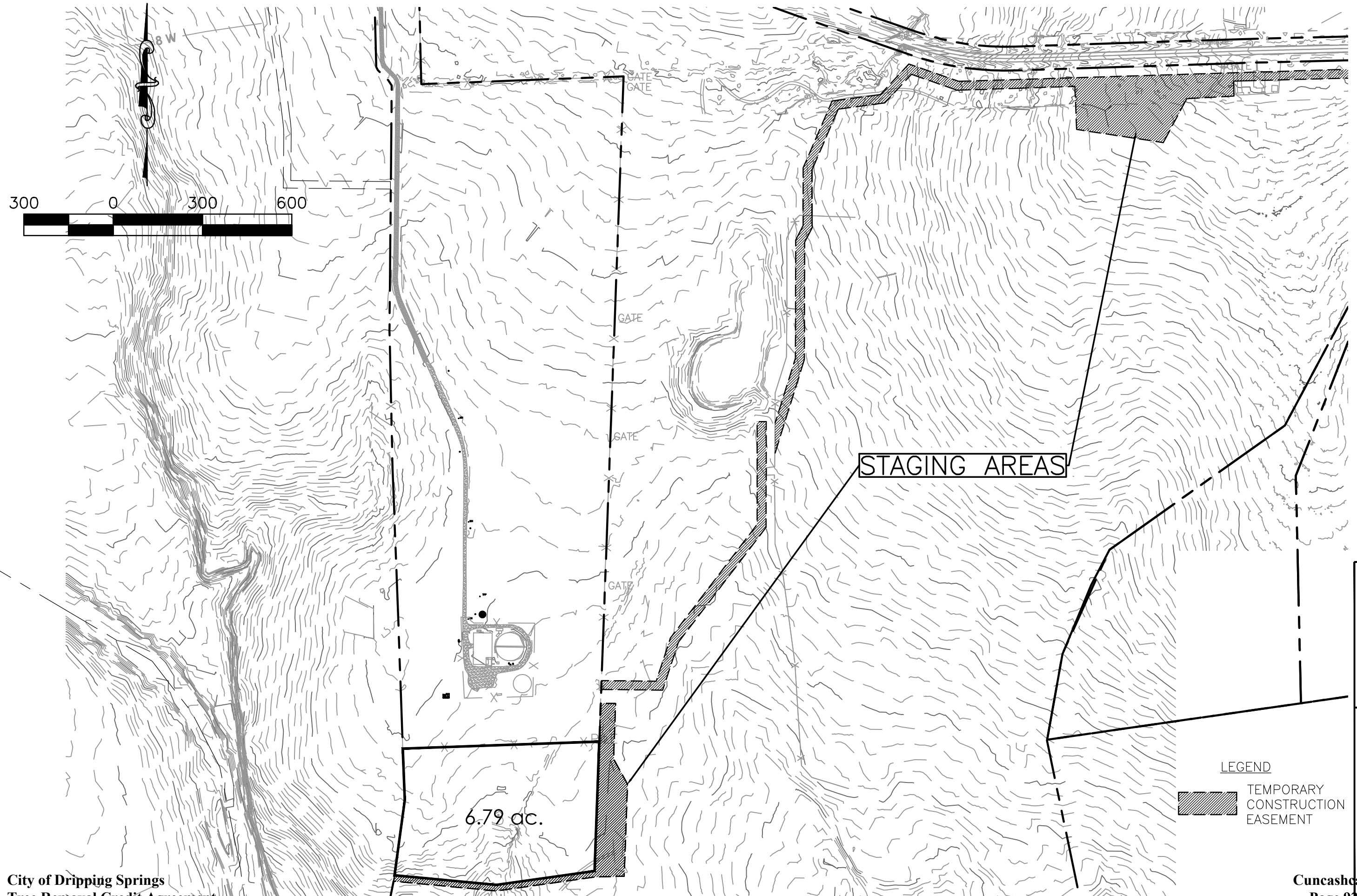


EXHIBIT D



CUNCASHCA
EXCHANGE LAND

6.79 ac.

LEGEND

- PERMANENT EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT



SAM, LLC

4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735

Ofc 512.447.0575 Fax 512.326.3029

info@sam.biz www.sam.biz TBPLS # 10064300

Contract No. CUN202603

Item 5.

**Parcel 40
Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
Effluent Pond Site
6.79 Acre (295,772 Square Foot)**

PARCEL 40 Effluent Pond Site:

BEING A 6.79 ACRE, EFFLUENT POND SITE, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 202.38 ACRE TRACT (TRACT 4) DESCRIBED IN A DEED TO CUNCASHCA, LLC, A TEXAS LIMITED LIABILITY COMPANY AND RECORDED IN DOCUMENT NUMBER 20030036, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 6.76 ACRE EFFLUENT POND SITE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for an northwest corner of said Tract 4, same being the southwest corner of a called 40.58 acre tract, described in a deed to City of Dripping Springs, recorded in Volume. 2282, Page 847, O.P.R.H.C.TX, also being an angle corner on the east line of Lot 25, Block A of HOWARD RANCH SUBDIVISION SECTION 2, as recorded in Volume 13, Page 152 O.P.R.H.C.TX.;

THENCE North 87°57'51" East, with the common line of said Tract 4 and said 40.58 acre tract, a distance of 660.47 feet to a 1/2-inch iron rod found for an interior angle point of said Tract 4 and the southeast corner of said 40.58 acre tract ;

THENCE over and across said Tract 4, the following three (3) courses and distances:

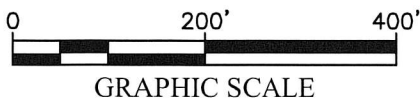
- 1) South 02°05'48" West, a distance of 435.00 feet, to a 5/8-inch iron rod with SAM cap set for the southeast corner of the tract herein described;
- 2) South 81°57'34" E, a distance of 333.60 feet, to a 5/8-inch iron rod with SAM cap set for an angle corner of the tract herein described;
- 3) North 84°35'24" West, a distance of 342.64 feet, to a 5/8-inch iron rod with SAM cap set in the west line of said Tract 4 and the east line of said Lot 25, Block A for the southwest corner of the tract herein described;

THENCE with the west line of said Tract 4 and the east line of said Lot 25, Block A the following three (3) courses and distances;

- 1) North 06°48'18" East, a distance of 70.06 feet to a 1/2-inch iron rod found for an angle point of the tract herein described;
- 2) North 07°32'10" East, a distance of 191.38 feet to a 1/2-inch iron rod found for an angle point of the tract herein described;



Cuncashca, LLC 404
Page 96 of 167



GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

Contract No. CUN202603

Item 5.

PARCEL PLAT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS



STILES J. FOWLER SURVEY
NO. 31, ABSTRACT 174

LOT 25, BLOCK A
HOWARD RANCH
SUBDIVISION
SECTION 2
VOLUME 13, PAGE 152
O.P.R.H.C.TX

STILES J. FOWLER SURVEY
NO. 31, ABSTRACT 174

WILLIAM COCKBURN SURVEY
NO. 32, ABSTRACT 97

CITY OF DRIPPING SPRINGS
40.58 ACRE TRACT
VOL.2282, PG.847
O.P.R.H.C.TX.

N87°57'51"E
660.47'
[S88°00'27"W]
[660.58']

PARCEL 40
EFFLUENT POND
6.79 ACRES
(295,772 SQUARE FEET)

WATER WELL WITHIN
WIRE FENCE

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

THOMAS B. JACKSON SURVEY
NO. 25, ABSTRACT 9

JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=200'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: -
PARTY: CHIEF J. STILLMAN
FIELDBOOKS: 1



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

Texas Firm Registration No. 10064300

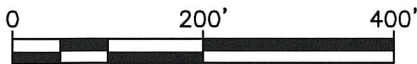
PROJECT: PARCEL PLAT
CITY OF DRIPPING SPRINGS

SHEET 3
OF 4

Cuncashca, LLC

405

Page 97 of 167



GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

PARCEL PLAT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS

Contract No. CUN202603

Item 5.

N

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N06°48'18"E	70.06'
L2	N07°32'10"E	191.38'
L3	N02°06'14"W	166.42'

LEGEND

——— R ———	PARCEL LIMITS
——— S ———	APPROXIMATE SURVEY LINE
—————	EXISTING ROAD
——— ———	ADJOINER PROPERTY
.....	FLYTIE
——— X ———	WIRE FENCE
●	IRON ROD FOUND (AS NOTED)
●	5/8" IRON ROD SET W/CAP "SAM"
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
[]	ADJOINER RECORD INFORMATION
()	RECORD INFORMATION

NOTES:

1. ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
2. RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1667-CR, EFFECTIVE DATE: MAY 25, 2022, ISSUED JUNE 6, 2022.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.



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

DATE

JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1:200
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: -
PARTY: CITY OF DRIPPING SPRINGS
FIELDBOOKS: -



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

Texas Firm Registration No. 10064300

PROJECT: PARCEL PLAT
CITY OF DRIPPING SPRINGS

SHEET 4
OF 4

Cuncashca, LLC

406

EXHIBIT E

Special Warranty Deed

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

Date: _____

Grantor: Cuncashca, LLC

Grantor's Mailing Address: PO Box 5885, Austin, Texas 78763

Grantee: The City of Dripping Springs, Texas

Grantee's Mailing Address: 511 Mercer Street Dripping Springs, Texas 78620

Consideration: Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

BEING A 6.79 ACRE, EFFLUENT POND SITE, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 202.38 ACRE TRACT (TRACT 4) DESCRIBED IN A DEED TO CUNCASHCA, LLC, A TEXAS LIMITED LIABILITY COMPANY AND RECORDED IN DOCUMENT NUMBER 20030036, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), MORE FULLY DESCRIBED AT ATTACHMENT A.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: All encumbrances and other matters of record in the Official Public Records of Hays County, Texas, to the extent they are validly existing and affect the Property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

[REMAINDER OF PAGE BLANK – SIGNATURE FOLLOWS]

CUNCASHCA, LLC

H. L. Burns, Manager

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____
by H. L. Burns, Manager of Cuncashca, LLC, a Texas limited liability company on behalf of said
company.

Notary Public, State of Texas

ATTACHMENT A



SAM, LLC

4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735

Ofc 512.447.0575 Fax 512.326.3029

info@sam.biz www.sam.biz TBPLS # 10064300

Contract No. CUN202603

Item 5.

**Parcel 40
Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
Effluent Pond Site
6.79 Acre (295,772 Square Foot)**

PARCEL 40 Effluent Pond Site:

BEING A 6.79 ACRE, EFFLUENT POND SITE, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 202.38 ACRE TRACT (TRACT 4) DESCRIBED IN A DEED TO CUNCASHCA, LLC, A TEXAS LIMITED LIABILITY COMPANY AND RECORDED IN DOCUMENT NUMBER 20030036, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 6.76 ACRE EFFLUENT POND SITE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for an northwest corner of said Tract 4, same being the southwest corner of a called 40.58 acre tract, described in a deed to City of Dripping Springs, recorded in Volume. 2282, Page 847, O.P.R.H.C.TX, also being an angle corner on the east line of Lot 25, Block A of HOWARD RANCH SUBDIVISION SECTION 2, as recorded in Volume 13, Page 152 O.P.R.H.C.TX.;

THENCE North 87°57'51" East, with the common line of said Tract 4 and said 40.58 acre tract, a distance of 660.47 feet to a 1/2-inch iron rod found for an interior angle point of said Tract 4 and the southeast corner of said 40.58 acre tract ;

THENCE over and across said Tract 4, the following three (3) courses and distances:

- 1) South 02°05'48" West, a distance of 435.00 feet, to a 5/8-inch iron rod with SAM cap set for the southeast corner of the tract herein described;
- 2) South 81°57'34" E, a distance of 333.60 feet, to a 5/8-inch iron rod with SAM cap set for an angle corner of the tract herein described;
- 3) North 84°35'24" West, a distance of 342.64 feet, to a 5/8-inch iron rod with SAM cap set in the west line of said Tract 4 and the east line of said Lot 25, Block A for the southwest corner of the tract herein described;

THENCE with the west line of said Tract 4 and the east line of said Lot 25, Block A the following three (3) courses and distances;

- 1) North 06°48'18" East, a distance of 70.06 feet to a 1/2-inch iron rod found for an angle point of the tract herein described;
- 2) North 07°32'10" East, a distance of 191.38 feet to a 1/2-inch iron rod found for an angle point of the tract herein described;



Cuncashca, LLC 413
Page 105 of 167

GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

Contract No. CUN202603

Item 5.

PARCEL PLAT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS



STILES J. FOWLER SURVEY
NO. 31, ABSTRACT 174

LOT 25, BLOCK A
HOWARD RANCH
SUBDIVISION
SECTION 2
VOLUME 13, PAGE 152
O.P.R.H.C.TX

STILES J. FOWLER SURVEY
NO. 31, ABSTRACT 174

WILLIAM COCKBURN SURVEY
NO. 32, ABSTRACT 97

CITY OF DRIPPING SPRINGS
40.58 ACRE TRACT
VOL.2282, PG.847
O.P.R.H.C.TX.

N87°57'51"E
660.47'

**PARCEL 40
EFFLUENT POND
6.79 ACRES
(295,772 SQUARE FEET)**

WATER WELL WITHIN
WIRE FENCE

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

JOB NUMBER:47232
DATE:08/18/2020
SCALE:1:200
SURVEYOR:N.HINES
TECHNICIAN:D. CULLEN
DRAWING:PARCEL 40
TRACT ID:-
PARTY:CHIEF J. STILLMAN
FIELD BOOKS: City of Dripping Springs



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

Texas Firm Registration No. 10064300

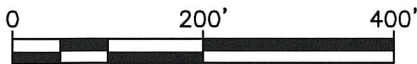
PROJECT: PARCEL PLAT
CITY OF DRIPPING SPRINGS

SHEET 3
OF 4

Cuncashca, LLC

414

Page 106 of 167



GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

PARCEL PLAT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS

Contract No. CUN202603

Item 5.

N

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N06°48'18"E	70.06'
L2	N07°32'10"E	191.38'
L3	N02°06'14"W	166.42'

LEGEND

—— R ——	PARCEL LIMITS
—— S ——	APPROXIMATE SURVEY LINE
—————	EXISTING ROAD
—— ———	ADJOINER PROPERTY
.....	FLYTIE
—— X ——	WIRE FENCE
●	IRON ROD FOUND (AS NOTED)
●	5/8" IRON ROD SET W/CAP "SAM"
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
[]	ADJOINER RECORD INFORMATION
()	RECORD INFORMATION

NOTES:

1. ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
2. RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1667-CR, EFFECTIVE DATE: MAY 25, 2022, ISSUED JUNE 6, 2022.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.



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

DATE

JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1:200
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: -
PARTY: CITY OF DRIPPING SPRINGS
FIELDBOOKS: -



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

Texas Firm Registration No. 10064300

PROJECT: PARCEL PLAT
CITY OF DRIPPING SPRINGS

SHEET 4
OF 4

Cuncashca, LLC

415

EXHIBIT F

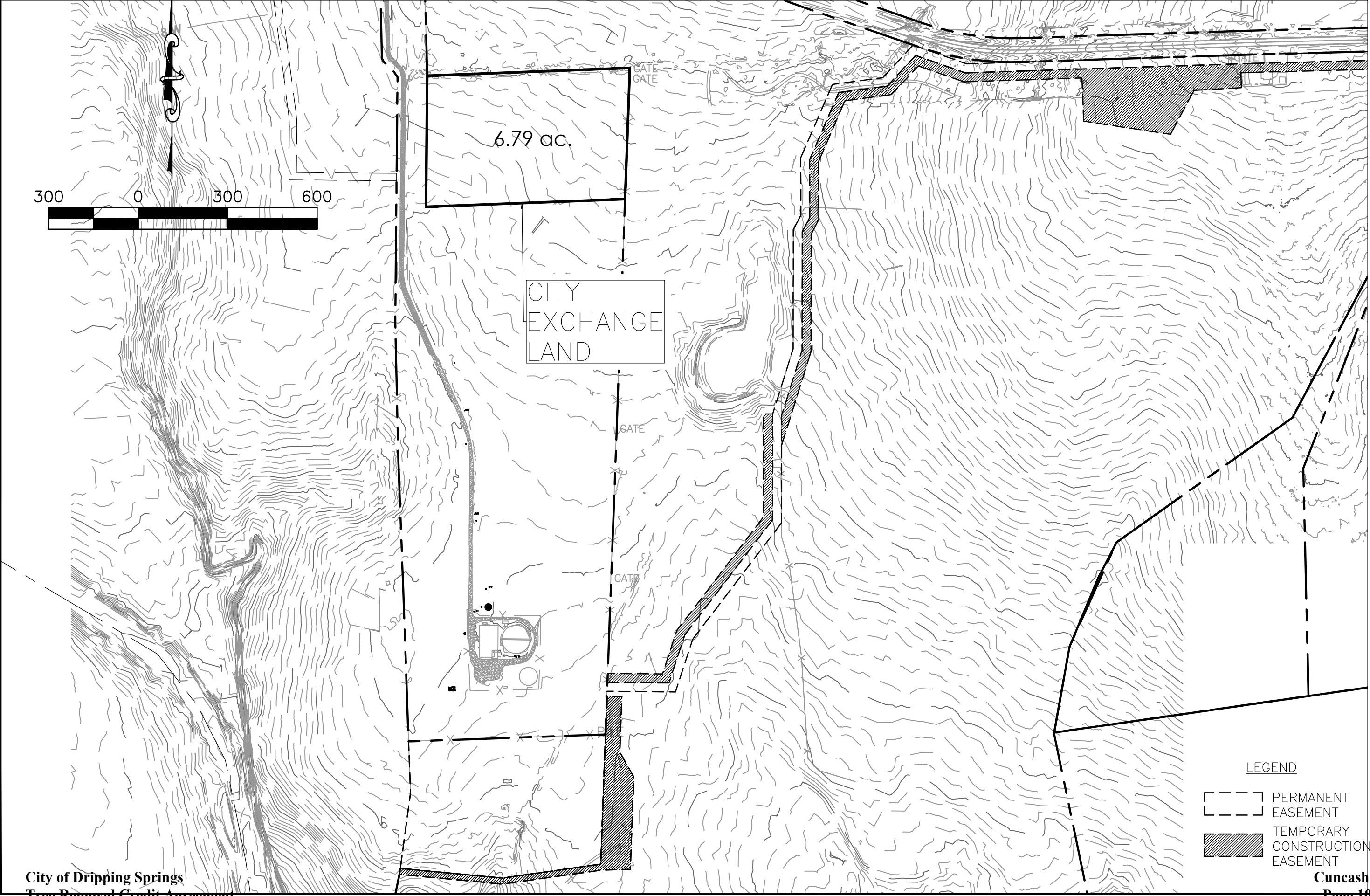


EXHIBIT F

BURGESS & NIPLE, INC.
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
(512) 432-1000 Fax: (512) 432-1015

417

EXHIBIT G

Special Warranty Deed

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

Date: _____

Grantor: The City of Dripping Springs, Texas

Grantor's Mailing Address: 511 Mercer Street Dripping Springs, Texas 78620

Grantee: Cuncashca, LLC

Grantee's Mailing Address: PO Box 5885, Austin, Texas 78763

Consideration: Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

BEING A 6.79 ACRE, LAND SWAP TRACT, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 40.58 ACRE TRACT DESCRIBED IN A DEED TO CITY OF DRIPPING SPRINGS AND RECORDED IN VOLUME 2282, PAGE 847, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 6.79 ACRE LAND SWAP SITE BEING MORE FULLY DESCRIBED AT ATTACHMENT A.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: All encumbrances and other matters of record in the Official Public Records of Hays County, Texas, to the extent they are validly existing and affect the Easement Tract.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Grantor warrants that the Property is released free and clear of any special provisions that may run with the Property due to any defect resulting from its prior legally permitted use as a treated effluent land disposal field

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

[REMAINDER OF PAGE BLANK – SIGNATURE FOLLOWS]

THE CITY OF DRIPPING SPRINGS, TEXAS

Bill Foulds, Jr., Mayor

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____
by Bill Foulds, Jr., Mayor of the City of Dripping Springs, a Texas Type A General Law City on
behalf of said City.

Notary Public, State of Texas

ATTACHMENT A



Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
Land Swap Tract
6.79 Acre (295,772 Square Foot)

Land Swap Tract:

BEING A 6.79 ACRE, LAND SWAP TRACT, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 40.58 ACRE TRACT DESCRIBED IN A DEED TO CITY OF DRIPPING SPRINGS AND RECORDED IN VOLUME 2282, PAGE 847, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 6.79 ACRE LAND SWAP SITE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for an interior angle corner of said 40.58 acre tract, same being an exterior corner of a called 202.38 acre tract, Tract 4, described in a deed to CUNCASHCA, LLC, a Texas Limited Liability Company, and recorded in Document No. 20030038, O.P.R.H.C.TX.;

THENCE, North 87°47'47" East, with the common line of said Tract 4 and said 40.58 acre tract, a distance of 679.98 feet to a 1/2-inch iron rod found for an interior angle point of said Tract 4 also being the most easterly northeast corner of said 40.58 acre tract;

THENCE, South 02°05'48" West, with the common line of said Tract 4 and said 40.58 acre tract, a distance of 439.85 feet, to a 5/8-inch iron rod with SAM cap set for the southeast corner of the tract herein described;

THENCE, South 87°47'47" West, departing the common line of said Tract 4 and said 40.58 acre tract and over and across said 40.58 acre tract, a distance of 667.83 feet, to a 5/8-inch iron rod with SAM cap set for the southwest corner of the tract herein described;

INTENTIONALLY LEFT BLANK

SAM COMPANIES

4801 Southwest Parkway / Bldg. 2 Suite 100 / Austin, Texas 78735
512.447.0575 Office / 512.326.3029 Fax / TBPELS #10064300

City of Dripping Springs
Tree Removal Credit Agreement

THENCE, North 00°30'56" East, a distance of 439.10 feet, to the **POINT OF BEGINNING** and containing 6.79 acres (295,772 square) feet of land.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are grid values, Units: U.S. Survey Feet.

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

That I, Neil Hines, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

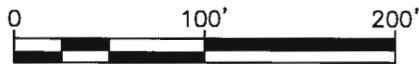
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Neil Hines 22 August 2022
Neil Hines Date

Registered Professional Land Surveyor
No. 5642 – State of Texas



SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



GRAPHIC SCALE

Contract No. **EX-202603**

Page 3 of 4

Item 5.

THOMAS R. JACKSON SURVEY NO. 25,
ABSTRACT 9

CITY OF DRIPPING SPRINGS
40.58 ACRE TRACT
VOL. 2282, PG. 847
O.P.R.H.C.TX.

CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 3
CALLED 15.65 ACRES
DOC #. 20030036
O.P.R.H.C.TX

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

N87°47'47"E 679.98'

(N87°45'15"E)(680.45')

DO NOT DRINK WATER

(N87°45'39"E)
(680.24')

DO NOT DRINK WATER

1/2-INCH

(S02°06'57"W)
(2,235.45')

S02°05'48"W 439.85'
(N02°05'53"E 2,235.79')

6.79 AC.
(295,772 SQ. FT.)

DO NOT DRINK WATER

CITY OF DRIPPING SPRINGS
40.58 ACRE TRACT
VOL. 2282, PG. 847
O.P.R.H.C.TX.

S87°47'47"W 667.83'

REVIEWED BY:

JOB NUMBER: 47232

DATE: 06/28/2022

SCALE: 1"=100'

SURVEYOR: N. HINES

TECHNICIAN: B. ROY

DRAWING:

TRACT ID:

PARTY CHIEF: S. PERI

FIELDBOOK:



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.blz
Texas Firm Registration No. 10064300

PROJECT: PARCEL PLAT
CITY OF DRIPPING SPRINGS

SHEET 3
OF 4

Cuncashca, LLC

425

Page 117 of 167

GRAPHIC SCALE

Contract No. QUN202603

Page 4 of 4

Item 5.

LEGEND

	PARCEL LIMITS
	APPROXIMATE SURVEY LINE
	EXISTING ROAD
	ADJOINER PROPERTY
	OVERHEAD ELECTRIC
	WIRE FENCE
	IRON ROD FOUND (AS NOTED)
	5/8" IRON ROD SET W/CAP "SAM"
	WATER VALVE
	WOOD POLE
	ELECTRIC PULL BOX
	SIGN
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
()	RECORD INFORMATION

NOTES:

1. ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
2. RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY STEWART TITLE GUARANTY COMPANY GF. NO. 22-2238-CR, EFFECTIVE DATE: JUNE 15, 2022, ISSUED JUNE 30, 2022.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.

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

DATE _____



REVIEWED BY:

JOB NUMBER: 47232
DATE: 06/28/2022
SCALE: 1:100
SURVEYOR: N. HINES
TECHNICIAN: B. ROY
DRAWING:
TRACT ID: -
PARTY: City of Dripping Springs
FIELD BOOKS: -



SAVATM
Texas

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: Info@sam.biz
Firm Registration No. 10064300

PROJECT: PARCEL PLAT
CITY OF DRIPPING SPRINGS

SHEET 4
OF 4
Cuncashca, LLC

426

EXHIBIT H

CUNCASHCA, LLC
P.O. Box 5885
Austin, Texas 78763

August 20, 2020

City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620
Attention: Ginger Faught
Deputy City Administrator

Re: Liquidation of RPC Investments, Ltd. and resultant change in ownership of certain real property situated in Hays County, Texas

Dear Ms. Faught:

Please be advised that, as of July 22, 2020, the property previously owned by RPC Investments, Ltd. ("RPC") in Hays County, Texas, was conveyed to Cuncashca, LLC, a Texas limited liability company ("New Owner"), pursuant to the terms of that certain Termination Agreement dated effective as of January 1, 2020, by and among RPC, New Owner, Notloh, LLC, a Texas limited liability company and the sole general partner of RPC, and Holton L. Burns, a limited partner of RPC and the sole member of New Owner (the "Termination Agreement"). The real property conveyed to New Owner (the "Property") is described in that certain *General Warranty Deed* dated July 22, 2020, recorded as Document No. 20030036 in the Records of Hays County, Texas, a true and correct copy of which is enclosed herein.

In connection with such conveyance by RPC and in accordance with the Termination Agreement, RPC also assigned to New Owner all of RPC's rights, title and interest in the 300 Living Unit Equivalent reserved by the City of Dripping Springs for the benefit of RPC (the "LUEs"). Such assignment was effectuated pursuant to that certain *Bill of Sale and Assignment of Living Equivalent Units and Other Property* between RPC and New Owner dated July 22, 2020, a true and correct copy of which is also enclosed herein.

New Owner is also the owner of another 65 Living Unit Equivalents, the same originating from (i) 25 Living Unit Equivalents originally reserved by the City of Dripping Springs for the benefit of Lucy R. Hibberd (the "Hibberd LUEs") and (ii) 40 Living Unit Equivalents reserved by the City of Dripping Springs for the benefit of Holton L. Burns (the "Burns LUEs"). The Hibberd LUEs were assigned by the Estate of Lucy Reed Hibberd directly to Holton Burns pursuant to that certain *Bill of Sale & Assignment of Living Equivalent Units* dated December 23, 2019. Thereafter, Mr. Burns assigned both the Hibberd LUEs and the Burns LUEs (collectively, the "Additional LUEs") to New Owner pursuant to that certain *Bill of Sale & Assignment of Living Unit Equivalents* dated effective July 22, 2020. A true and correct copy of this latter Bill of Sale is enclosed herein.

Please be further advised that New Owner is also the owner of that certain 18.01 acre tract situated immediately adjacent to northeastern corner of the Property (the "Adjacent Property"), have acquired such property pursuant to (i) that certain *Special Warranty Deed* dated December 23, 2019, recorded as Document 20000376 in the Records of Hays County, Texas, and (ii) that certain *Special Warranty Deed* of even date therewith recorded as

Document 20000362 of in the Records of Hays County, Texas. A true and correct copy of the latter deed is enclosed for your convenience.

Lastly, solely for purposes of completeness, please be aware that New Owner continues to own the real property conveyed to it in 2018 (the “Other Property”), pursuant to that certain *General Warranty Deed* dated July 10, 2018, recorded as Document 18024535 in the Records of Hays County, Texas. A true and correct copy of that deed is enclosed for your convenience.

In furtherance of the foregoing, all future notices, inquiries, requests and other correspondence concerning the Property, the Adjacent Property, the Other Property, the LUEs or the Additional LUEs should be delivered to New Owner at the following address:

Cuncashca, LLC
c/o Holton L. Burns
P.O. Box 5885
Austin, Texas 78763

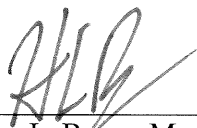
Please instruct all engineers, attorneys and consultants working on behalf of the City of Dripping Springs with regard to any of these properties and property rights to likewise direct all such future notices, inquiries, requests and other correspondence directly to New Owner.

Thank you for your cooperation in this matter.

Sincerely,

CUNCASHCA, LLC, a Texas limited liability company

By:



Holton L. Burns, Member

cc: Erin Newberry
HDR, Inc.
613 NW Loop 410, Suite 700
San Antonio, Texas 78216-5507

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

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

RPC INVESTMENTS, LTD., a Texas limited partnership ("Grantor"), for Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by CUNCASHCA, LLC, a Texas limited liability company ("Grantee"), the receipt and sufficiency of which is acknowledged, and pursuant to and in accordance with the terms of that certain Termination Agreement dated effective as of January 1, 2020, by and among Grantor, Grantee, Notloh, LLC, a Texas limited liability company and sole general partner of Grantee, and Holton L. Burns, a limited partner of Grantor (the "Termination Agreement"), has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto Grantee all of the following described property located in Hays County, Texas:

The four (4) tracts of land, together with all the improvements and fixtures located thereon, described in Schedule 1 which is attached to this deed and is incorporated herein by reference (collectively, the "Property").

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

Grantor hereby acknowledges and agrees that this conveyance is being made as a convenience to the parties to the Termination Agreement, and that such conveyance shall be deemed to constitute a distribution of undivided interests in and to the Property to each of Grantee and Holton L. Burns in accordance with the terms of the Termination Agreement, followed by Holton L. Burns' contribution of his undivided interest in the Property to Grantee as a capital contribution thereto, such that Grantee shall own one hundred percent (100%) of the Property.

This conveyance is made and accepted subject to any and all valid and subsisting restrictions, easements, rights-of-way, reservations, conditions and covenants, maintenance charges (and any lien securing said maintenance charges), if any, applicable to and enforceable against the Property as shown by the Official Public Records of Hays County, Texas, and to any applicable zoning laws or ordinances of any municipal and/or other governmental authorities having jurisdiction over the Property.

Taxes on the Property for the year 2020 and subsequent years and subsequent assessments (after the date hereof) for prior years due to change in land usage or ownership are assumed by Grantee.

Dated: July 22, 2020.

GRANTOR:

RPC INVESTMENTS, LTD., a Texas limited partnership

By: NOTLOH, LLC, a Texas limited liability company, its sole general partner

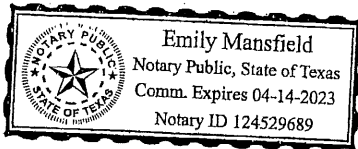
By: HLP 7/22/2020
Holton L. Burns, Manager

GRANTEE'S ADDRESS:

P.O. Box 5885
Austin, Texas 78763

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on July 22, 2020, by Holton L. Burns, Manager of Notloh, LLC, a Texas limited liability company, the sole general partner of RPC Investments, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Emily Mansfield

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

Nick von Kreisler
Kuperman, Orr & Albers, P.C.
2500 Bee Cave Road
Building Two, Suite 150
Austin, Texas 78746

11-GF# 202001095 em
RETURN TO: HERITAGE TITLE
401 CONGRESS AVE., STE.1500
AUSTIN, TEXAS 78701

SCHEDULE 1

TRACT 1: Being all of that certain tract or parcel of land containing 2.44 acres, more or less, situated in the Thomas R. Jackson Survey, Abstract No. 9 and the William Cockburn Survey, Abstract No. 97, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A" attached hereto and made a part hereof.

TRACT 2: Being all of that certain tract or parcel of land containing 6.77 acres, more or less, situated in the Thomas R. Jackson Survey, Abstract No. 9, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "B" attached hereto and made a part hereof.

TRACT 3: Being all of that certain tract or parcel of land containing 15.65 acres, more or less, situated in the Thomas R. Jackson Survey, Abstract No. 9, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "C" attached hereto and made a part hereof.

TRACT 4: Being all of that certain tract or parcel of land containing 202.38 acres, more or less, situated in the Thomas R. Jackson Survey, Abstract No. 9, the Stiles J. Fowler Survey, Abstract 174 and the William Cockburn Survey, Abstract 97, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "D" attached hereto and made a part hereof.

Exhibit A

DESCRIPTION OF 2.44 ACRES, MORE OR LESS, OF LAND AREA, IN THE THOMAS R. JACKSON SURVEY, ABSTRACT NUMBER 9 AND THE WILLIAM COCKBURN SURVEY, ABSTRACT NUMBER 97, HAYS COUNTY, TEXAS, BEING ALL OF THAT TRACT DESCRIBED AS 2.44 ACRES IN A DEED FROM HOLTON L. BURNS TO RPC INVESTMENTS, DATED MARCH 6, 2003 AND RECORDED IN VOLUME 2173, PAGE 353 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found in the west line of that tract described as 387.26 acres in a deed from Mark Eight Corp. to Dickson Properties, Inc., dated March 21, 1973 and recorded in Volume 257, Page 518 of the Hays County Deed Records, for the common northeast corner of the RPC 2.44 acres tract, the southeast corner of that tract described as 71.641 acres in a deed from Pamela M. Ryan to UMARI Partners, LP., dated October 10, 2014 and recorded in Volume 5062, Page 856 of the Hays County Official Public Records;

THENCE leaving the UMARI Partners tract and **PLACE OF BEGINNING** as shown on that plat numbered 26365-20-4-b, dated June 11, 2020 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the common east line of the RPC trac and the west line of the Dickson Properties tract, the following two courses:

1. S 31° 21' 54" E 171.15 feet to a calculated point, and
2. S 31° 35' 41" E 176.15 feet to a calculated point in the north line of that tract described in a deed from Holton Latham Burns to CUNCASHCA, LLC, dated July 10, 2018 and recorded in Hays County Instrument Number 18024535 of the Hays County Official Public records, for the common southeast corner of the RPC 2.44 acre tract and an angle point in the south line of the Dickson Properties tract;

THENCE leaving the Dickson Properties tract, with the common north line of the CUNCASHCA tract and the south line of the RPC tract, the following five courses:

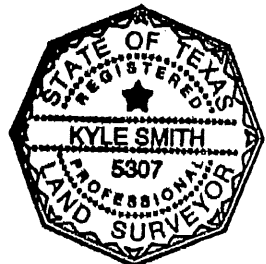
1. N 85° 14' 11" W 140.36 feet to a calculated point,
2. N 72° 15' 35" W 296.99 feet to a calculated point,
3. N 55° 06' 23" W 48.84 feet to a calculated point,
4. N 40° 07' 26" W 102.51 feet to a calculated point,
5. N 22° 55' 27" W 137.98 feet to a calculated point, from which a ½" iron rod found bears N 84°23'42"W 148.84 feet;

THENCE S 84° 23' 42" E 403.16 feet to the PLACE OF BEGINNING.

There are contained within these metes and bounds 2.44 acres, more or less, as prepared from public records and a survey made on the ground on June 11, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone. All ½" iron rods set are capped with a plastic cap stamped "Byrn Survey".



Kyle Smith, R.P.L.S. #5307



Client: Burns, Holton
Date: June 11, 2020
Survey: Jackson, Thomas R.
County: Hays
Job No: 26365-20-4
FND 2.44

Exhibit B

DESCRIPTION OF 6.77 ACRES, MORE OR LESS, OF LAND AREA, IN THE THOMAS R. JACKSON SURVEY, ABSTRACT NUMBER 9, HAYS COUNTY, TEXAS, BEING ALL OF THAT TRACT DESCRIBED AS 7 ACRES IN A DEED FROM LUCY REED HIBBERD TO RPC INVESTMENTS, DATED SEPTEMBER 4, 2007 AND RECORDED IN VOLUME 3298, PAGE 356 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the west line of that tract described as 150.00 acres in a deed from Stewardship Interests, LLC to ALFREDALBERT, LLC, dated July 13, 2012 and recorded in Volume 4534, Page 362 of the Hays County Official Public records, for the northeast corner of the RPC 7 acre tract;

THENCE leaving the **PLACE OF BEGINNING** as shown on that plat numbered 26365-20-4-c, dated June 11, 2020 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the common west line of the ALFREDALBERT 150.00 acre tract and the east line of the RPC 7 acre tract, **S 27° 27' 48" W 1068.65 feet** to a calculated point in the north line of that tract described as 347.65 acres in a deed from Historic Gibson LLC to ALFREDALBERT, LLC, dated May 14, 2008 and recorded in Volume 3391, Page 158 of the Hays County Official Public records, for the common southwest corner of the ALFREDALBERT 150.00 acre tract and the south corner of the RPC 7 acre tract, and being in the approximate centerline of Onion Creek;

THENCE leaving the ALFREDALBERT 150.00 acre tract, with the common north line of the ALFREDALBERT 347.65 acre tract and the west line of the RPC 7 acre tract, and being in the approximate centerline of Onion Creek, the following two courses:

1. **N 17° 45' 36" W 354.40 feet** to a calculated point, and
2. **N 19° 00' 36" W 352.75 feet** to a calculated point;

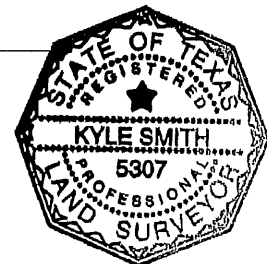
THENCE with the common west line of the RPC 7 acre tract and the north line of the ALFREDALBERT 347.65 acre tract and its extension, **N 43° 45' 51" W 50.98 feet** to a calculated point for the west corner of the RPC 7 acre tract, pass at 41.13 feet the common northwest corner of the ALFREDALBERT 347.65 acre tract and the northeast corner of that tract described as 64.57 acres in a deed from CUNCASHCA LLC to Reed C. Burns, dated December 20, 2019 and recorded in Hays County Instrument Number 20000380 of the Hays County Official Public records;

THENCE leaving the Burns tract, with the north line of the RPC 7 acre tract, the following two courses:

1. **N 57° 35' 33" E 71.66 feet** to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" and
2. **N 73° 41' 53" E 719.54 feet** to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 6.77 acres, more or less, as prepared from public records and a survey made on the ground on June 11, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".

Kyle Smith, R.P.L.S. #5307



Client: Burns, Holton
 Date: June 11, 2020
 Survey: Jackson, Thomas R.
 County: Hays
 Job No: 26365-20-4
 FND 6.77

Exhibit C

DESCRIPTION OF 15.65 ACRES, MORE OR LESS, OF LAND AREA, IN THE THOMAS R. JACKSON SURVEY, ABSTRACT NUMBER 9, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 18.57 ACRES IN A DEED FROM SAMUEL MONROE LANGSTON ET UX TO ROBERTA CRENSHAW, DATED AUGUST 31, 1984 AND RECORDED IN VOLUME 469, PAGE 263 OF THE HAYS COUNTY REAL PROPERTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with a plastic cap found in the common southwest line of F.M. Highway Number 150 and the northeast line of the Crenshaw tract, for the northeast corner of that tract described as 40.58 acres in a deed from Robert P. Crenshaw to The City of Dripping Springs, dated June 26, 2003 and recorded in Volume 2282, Page 847 of the Hays County Official Public records;

THENCE leaving the City of Dripping Springs tract and **PLACE OF BEGINNING** as shown on that plat numbered 26365-20-4-c, dated June 11, 2020 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the common southwest line of F.M. Highway No. 150 and the northeast line of the Crenshaw tract, the following four courses:

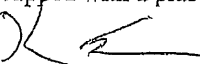
1. S 61° 48' 37" E 984.80 feet to a concrete highway monument found,
2. With a left breaking curve having the following characteristics: Radius = 2904.79 feet, Central Angle = 9°06'10", Arc Length = 461.50 feet and a chord which bears S 66° 23' 37" E 461.01 feet to a concrete highway monument found,
3. S 70° 56' 56" E 391.46 feet to a concrete highway monument found, and
4. With a left breaking curve having the following characteristics: Radius = 994.93 feet, Central Angle = 8°14'52", Arc Length = 143.22 feet and a chord which bears S 75° 11' 35" E 143.10 feet to a calculated point in the north line of that tract described as 387.26 acres in a deed from Mark Eight Corp. to Dickson Properties, Inc., dated March 21, 1973 and recorded in Volume 257, Page 518 of the Hays County Deed Records, for the east corner of the Crenshaw tract;

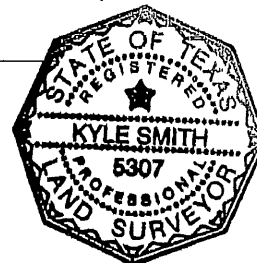
THENCE leaving F.M. Highway No. 150 with the common occupied south line of the Crenshaw tract and the north line of the Dickson Properties tract, the following two courses;

1. S 88° 42' 58" W 1041.51 feet to a calculated point, and
2. S 87° 43' 25" W 737.00 feet to a calculated point in the east line of the City of Dripping Springs tract, from which an iron rod found with a plastic cap for an interior corner in the east line of the City of Dripping Springs tract bears S 01°23'47"E 10.70 feet;

THENCE crossing the Crenshaw tract, N 01° 23' 47" W 867.04 feet to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 15.65 acres, more or less, as prepared from public records and a survey made on the ground on June 11, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone. All ½" iron rods set are capped with a plastic cap stamped "Byrn Survey".


Kyle Smith, R.P.L.S. #5307



Client: Burns, Holton
Date: June 11, 2020
Survey: Jackson, Thomas R.
County: Hays
Job No: 26365-20-4
FND 15.65

Exhibit D

DESCRIPTION OF 202.38 ACRES, MORE OR LESS, OF LAND AREA, IN THE THOMAS R. JACKSON SURVEY, ABSTRACT NUMBER 9, THE STILES J. FOWLER SURVEY, A-174 AND THE WILLIAM COCKBURN SURVEY, A-97, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 387.26 ACRES IN A DEED FROM MARK EIGHT CORP. TO DICKSON PROPERTIES, INC., DATED MARCH 21, 1973 AND RECORDED IN VOLUME 257, PAGE 518 OF THE HAYS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with a plastic cap stamped "Byrn Survey" found in the common south line of F.M. Highway Number 150 and the north line of the Dickson Properties tract, for the northwest corner of that tract described as 18.01 acres in a deed from Reed C. Burns to CUNCASHCA, LLC, dated December 23, 2019 and recorded in Hays County Instrument Number 20000362 of the Hays County Official Public Records;

THENCE leaving F.M. Highway No. 150 and **PLACE OF BEGINNING** as shown on that plat numbered 26365-20-4-c, dated June 11, 2020 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the west line of the CUNCASHCA 18.01 acre tract, the following six courses:

1. S 04° 34' 43" E 459.87 feet to an iron rod found with a plastic cap stamped "Byrn Survey",
2. S 28° 05' 12" W 875.02 feet to an iron rod found with a plastic cap stamped "Byrn Survey",
3. S 54° 41' 27" W 721.69 feet to a 1/2" iron rod found,
4. S 27° 27' 44" W 133.45 feet to an iron rod found with a plastic cap stamped "Byrn Survey",
5. S 22° 32' 28" W 251.19 feet to an iron rod found with a plastic cap stamped "Byrn Survey", and
6. S 10° 08' 14" W 292.14 feet to an iron rod found with a plastic cap stamped "Byrn Survey" for the common southwest corner of the CUNCASHCA 18.01 acre tract and the northwest corner of that tract described as 150.00 acres in a deed from Stewardship Interests, LLC, to ALFREDALBERT, LLC, dated July 13, 2012 and recorded in Volume 4534, Page 362 of the Hays County Official Public Records;

THENCE leaving the CUNCASHCA 18.01 acre tract, with the west line of the ALFREDALBERT 150.00 acre tract, the following two courses;

1. S 11° 49' 53" E 819.42 feet to an iron rod found with a plastic cap stamped "Byrn Survey", and
2. S 06° 44' 52" W 1098.27 feet to a 1/2" iron rod found for the northeast corner of that tract described as 7 acres in a deed from Lucy Reed Hibberd et al to RPC Investments, dated September 4, 2007 and recorded in Volume 3298, Page 356 of the Hays County Official Public records;

THENCE leaving the ALFREDALBERT tract, with the north line of the RPC 7 acre tract, the following two courses:

1. S 73° 41' 53" W 719.54 feet to an iron rod found with a plastic cap stamped "Byrn Survey", and
2. S 57° 35' 33" W 71.66 feet to a calculated point in the northeast line of that tract described as 64.57 acres in a deed from CUNCASHCA LLC, to Reed C. Burns, dated December 20, 2019 and recorded in Hays County Instrument Number 20000380 of the Hays County Official Public records, and being in the approximate center of Onion Creek;

THENCE leaving the RPC 7 acre tract, with the approximate centerline of Onion Creek, the northeast line of the Burns 64.57 acre tract and the north line of that tract described in a deed from Holton Latham Burns to CUNCASHCA, LLC,

dated July 10, 2018 and recorded in Hays County Instrument Number 18024535 of the Hays County Official Public records, the following seven courses:

1. N 43° 45' 51" W 212.02 feet to a calculated point,
2. N 27° 18' 53" W 131.29 feet to a calculated point,
3. N 31° 56' 38" W 301.01 feet to a calculated point,
4. N 44° 53' 38" W 179.26 feet to a calculated point,
5. S 81° 23' 01" W 362.24 feet to a calculated point,
6. S 85° 50' 22" W 277.22 feet to a calculated point,
7. N 85° 14' 11" W 90.93 feet to a calculated point for the southeast corner of that tract described as 2.44 acres in a deed from Holton L. Burns to RPC Investments, LTD., dated March 6, 2003 and recorded in Volume 2173, Page 353 of the Hays County Official Public Records;

THENCE leaving the CUNCASHCA tract, with the east line of the RPC 2.44 acre tract, the following two courses:

1. N 31° 35' 41" W 176.15 feet to a calculated point, and
2. N 31° 21' 54" W 171.15 feet to a 1/2" iron rod found for the common northeast corner of the RPC 2.44 acre tract and the southeast corner of that tract described as 71.641 acres in a deed from Pamela M. Ryan to UMARI Partners, LP., dated October 10, 2014 and recorded in Volume 5062, Page 856 of the Hays County Official Public Records;

THENCE leaving the RPC 2.44 acre tract, with the common east line of the UMARI Partners tract and the west line of the Dickson properties tract, being generally with fence, the following seven courses:

1. N 30° 42' 38" W 139.33 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey",
2. N 19° 44' 50" W 135.72 feet to a 1/2" iron rod found,
3. N 01° 12' 53" E 296.32 feet to a 60d nail found in the west face of a 24" cedar tree,
4. N 07° 12' 55" E 103.71 feet to a 1/2" iron rod found,
5. N 06° 48' 49" E 221.24 feet to a 1/2" iron rod found,
6. N 07° 32' 41" E 191.38 feet to a 1/2" iron rod found, and
7. N 02° 05' 43" W 166.42 feet to an iron rod with a plastic cap found for the southwest corner of that tract described as 40.58 acres in a deed from Roberta P. Crenshaw to The City of Dripping springs, dated June 26, 2003 and recorded in Volume 2282, Page 847 of the Hays County Official Public records;

THENCE leaving the UMARI Partners tract, with the south line of the City of Dripping Springs tract, N 87°58'22"E 660.44 feet to a 1/2" iron rod found for the southeast corner of the City of Dripping Springs tract;

THENCE with the east line of the City of Dripping Springs tract, N 02°05'53"E 2234.79 feet to a 1/2" iron rod found for a northeast corner of the City of Dripping Springs tract;

THENCE with a north line of the City of Dripping Springs tract, **S 87°45'15"W 680.45 feet** to an iron rod found with a plastic cap for an interior corner of the City of Dripping Springs tract;

THENCE with the east line of the City of Dripping Springs tract, **N 01°23'47"W 10.70 feet** to a calculated point in the common occupied north line of the Dickson Properties tract and the south line of that tract described as 18.57 acres in a deed from Samuel Monroe Langston et ux to Roberta Crenshaw, dated August 31, 1984 and recorded in Volume 469, Page 263 of the Hays County Deed Records;

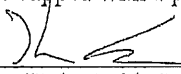
THENCE leaving the City of Dripping Springs tract, with the common occupied north line of the Dickson Properties tract and the south line of the Crenshaw tract, the following two courses:

1. **N 87°43'25" E 737.00 feet** to a calculated point, and
2. **N 88°42'58" E 1041.51 feet** to a calculated point in the south line of F.M. Highway No. 150;

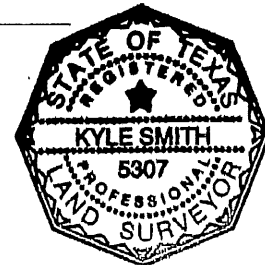
THENCE leaving the Crenshaw tract, with the common north line of the Dickson Properties tract and the south line of F.M. Highway No. 150, the following three courses:

1. With a left breaking curve having the following characteristics: Radius=994.93 feet, Central Angle=12°39'31", Arc Length=219.81 feet and a chord which bears **S 85°38'46"E 219.37 feet** to a concrete highway monument found;
2. **N 88°06'43" E 763.83 feet** to a concrete highway monument found, and
3. **N 88°34'31" E 516.01 feet** to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 202.38 acres, more or less, as prepared from public records and a survey made on the ground on June 11, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone. All ½" iron rods set are capped with a plastic cap stamped "Byrn Survey".



Kyle Smith, R.P.L.S. #5307



Client: Burns, Holton
Date: June 11, 2020
Survey: Jackson, Thomas R.
County: Hays
Job No: 26365-20-4
FND 202.38

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

20030036 DEED
07/22/2020 01:45:03 PM Total Fees: \$62.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



**BILL OF SALE AND ASSIGNMENT OF
LIVING EQUIVALENT UNITS AND OTHER PROPERTY**

Date: July 22, 2020

Seller: RPC Investments, Ltd., a Texas limited partnership

Buyer: Cuncashca, LLC, a Texas limited liability company

Living Equivalent Units: Seller is the owner of 300 LUE's, which are reflected on the documents attached as Schedule 1, relating to some or all of the real property described in Schedule 2 attached hereto, such real property more commonly known as the Charro Ranch (hereinafter "LUE's").

Other Property: Seller is the owner of all cattle, livestock, cattleguards, farm and ranch equipment, trucks, automobiles and other similar personal property situated on or used in connection with the real property described in Schedule 2 attached hereto (collectively, the "Personalty").

Transferred/Assigned Property: For valuable consideration, the receipt and sufficiency of which is acknowledge by Seller and Buyer, Seller hereby SELLS, ASSIGNS, CONVEYS and TRANSFERS all of Seller's undivided right, title and interest in and to all LUE's and Personalty to Buyer.

SAID TRANSFER IS MADE WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. BUYER AGREES THAT IT IS TAKING THE TRANSFERRED PROPERTY "AS IS" AND THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES. BUYER HAS NOT RELIED ON ANY INFORMATION OTHER THAN BUYER'S INSPECTION.

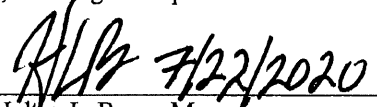
Buyer accepts the assignment of the LUE's and Personalty and agrees to fully perform the duties and obligations of Seller under any contracts affiliated with the transfer of the LUE's and/or Personalty.

Seller hereby acknowledges and agrees that this conveyance is being made as a convenience to the parties to that certain Termination Agreement dated effective as of January 1, 2020, by and among Seller, Buyer, Notloh, LLC, a Texas limited liability company, and Holton L. Burns (the "Termination Agreement"), and that such conveyance shall be deemed to constitute a distribution of undivided interests in and to the property described above to each of Buyer and Holton L. Burns in accordance with the terms of the Termination Agreement, followed by Holton L. Burns' contribution of his undivided interest in all such property to Buyer as a capital contribution thereto, such that Buyer shall own one hundred percent (100%) of all such property.

RPC INVESTMENTS, LTD., a Texas limited partnership

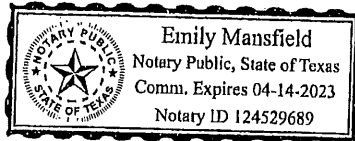
By: NOTLOH, LLC, a Texas limited liability company, its sole general partner

By:


Holton L. Burns, Manager

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on July 22, 2020, by Holton L. Burns, Manager of Notloh, LLC, a Texas limited liability company, the sole general partner of RPC Investments, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Emily Mansfield
Notary Public, State of Texas

SCHEDULE 1

LUE's

[see attached 2 pages]

CITY OF DRIPPING SPRINGS

P.O. Box 384 511 Mercer Street Dripping Springs, Texas 78620 (512) 858-4725

WASTEWATER SERVICE RESERVATION REQUEST FORM

FP3-001
FM 150

Please return this form to the City as soon as possible, but no later than April 23, 2009.

Check this box if you do not want to participate:

☐ I DO NOT WANT TO connect to the City's sewer collection system. I have written my name and address, and signed below, because I do not wish to participate. I acknowledge that, by checking this box, and electing not to participate, I may not be able to connect to the system in the future.

Name:

Address:

(Print Full Name)

(Signature)

Phone:

Check this box if you do want to participate:

☒ I DO want to connect to the City's sewer collection system.

My voluntary payment of the Reservation Deposit is in accordance with the agreement between the property owner and the City concerning the timing and method of payment of the connection fees, as outlined in the notice above.

Name:

Address:

RPC INVESTMENTS
(Print Full Name)

(Signature)

4412 Spicewood Springs
Suite 300

Austin TX 78789

Phone: 512 454 4872

512 925 2051 cell

Email: LRHCharro550@aol.com

Turn page over and complete form

Check the appropriate boxes and sign below:

Service Address (if different from above):

see attached

Is the structure(s) to be served existing? ☐ Yes ☒ No

What is the current use of the property?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Vacant

What is the size of the water meter?

What is the proposed use of the property once it is connected to the sewer system?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Undetermined

How many LUEs are you requesting be reserved? 300

Total amount of Reservation Deposit (# LUEs multiplied by \$500): \$150,000

*****below to be completed by City Staff*****

Receipt of Reservation Request Form

Date Form Received:

of LUEs Requested:

Amount of Deposit Received: \$

FP3-001

Received By:
Authorized Representative of City of Dripping Springs

SCHEDULE 2

Real Property

TRACT 1: Being all of that certain tract or parcel of land containing 2.44 acres, more or less, situated in the Thomas R. Jackson Survey, Abstract No. 9 and the William Cockburn Survey, Abstract No. 97, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A" attached hereto and made a part hereof.

TRACT 2: Being all of that certain tract or parcel of land containing 6.77 acres, more or less, situated in the Thomas R. Jackson Survey, Abstract No. 9, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "B" attached hereto and made a part hereof.

TRACT 3: Being all of that certain tract or parcel of land containing 15.65 acres, more or less, situated in the Thomas R. Jackson Survey, Abstract No. 9, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "C" attached hereto and made a part hereof.

TRACT 4: Being all of that certain tract or parcel of land containing 202.38 acres, more or less, situated in the Thomas R. Jackson Survey, Abstract No. 9, the Stiles J. Fowler Survey, Abstract 174 and the William Cockburn Survey, Abstract 97, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "D" attached hereto and made a part hereof.

Exhibit A

DESCRIPTION OF 2.44 ACRES, MORE OR LESS, OF LAND AREA, IN THE THOMAS R. JACKSON SURVEY, ABSTRACT NUMBER 9 AND THE WILLIAM COCKBURN SURVEY, ABSTRACT NUMBER 97, HAYS COUNTY, TEXAS, BEING ALL OF THAT TRACT DESCRIBED AS 2.44 ACRES IN A DEED FROM HOLTON L. BURNS TO RPC INVESTMENTS, DATED MARCH 6, 2003 AND RECORDED IN VOLUME 2173, PAGE 353 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found in the west line of that tract described as 387.26 acres in a deed from Mark Eight Corp. to Dickson Properties, Inc., dated March 21, 1973 and recorded in Volume 257, Page 518 of the Hays County Deed Records, for the common northeast corner of the RPC 2.44 acres tract, the southeast corner of that tract described as 71.641 acres in a deed from Pamela M. Ryan to UMARI Partners, LP., dated October 10, 2014 and recorded in Volume 5062, Page 856 of the Hays County Official Public Records;

THENCE leaving the UMARI Partners tract and **PLACE OF BEGINNING** as shown on that plat numbered 26365-20-4-b, dated June 11, 2020 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the common east line of the RPC tract and the west line of the Dickson Properties tract, the following two courses:

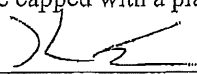
1. S 31° 21' 54" E 171.15 feet to a calculated point, and
2. S 31° 35' 41" E 176.15 feet to a calculated point in the north line of that tract described in a deed from Holton Latham Burns to CUNCASHCA, LLC, dated July 10, 2018 and recorded in Hays County Instrument Number 18024535 of the Hays County Official Public records, for the common southeast corner of the RPC 2.44 acre tract and an angle point in the south line of the Dickson Properties tract;

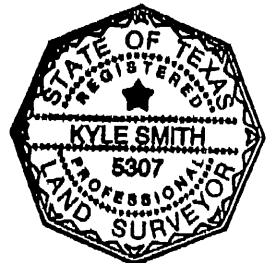
THENCE leaving the Dickson Properties tract, with the common north line of the CUNCASHCA tract and the south line of the RPC tract, the following five courses:

1. N 85° 14' 11" W 140.36 feet to a calculated point,
2. N 72° 15' 35" W 296.99 feet to a calculated point,
3. N 55° 06' 23" W 48.84 feet to a calculated point,
4. N 40° 07' 26" W 102.51 feet to a calculated point,
5. N 22° 55' 27" W 137.98 feet to a calculated point, from which a ½" iron rod found bears N 84°23'42"W 148.84 feet;

THENCE S 84° 23' 42" E 403.16 feet to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 2.44 acres, more or less, as prepared from public records and a survey made on the ground on June 11, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone. All ½" iron rods set are capped with a plastic cap stamped "Byrn Survey".


 Kyle Smith, R.P.L.S. #5307



Client: Burns, Holton
 Date: June 11, 2020
 Survey: Jackson, Thomas R.
 County: Hays
 Job No: 26365-20-4
 FND 2.44

Exhibit B

DESCRIPTION OF 6.77 ACRES, MORE OR LESS, OF LAND AREA, IN THE THOMAS R. JACKSON SURVEY, ABSTRACT NUMBER 9, HAYS COUNTY, TEXAS, BEING ALL OF THAT TRACT DESCRIBED AS 7 ACRES IN A DEED FROM LUCY REED HIBBERD TO RPC INVESTMENTS, DATED SEPTEMBER 4, 2007 AND RECORDED IN VOLUME 3298, PAGE 356 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the west line of that tract described as 150.00 acres in a deed from Stewardship Interests, LLC to ALFREDALBERT, LLC, dated July 13, 2012 and recorded in Volume 4534, Page 362 of the Hays County Official Public records, for the northeast corner of the RPC 7 acre tract;

THENCE leaving the **PLACE OF BEGINNING** as shown on that plat numbered 26365-20-4-c, dated June 11, 2020 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the common west line of the ALFREDALBERT 150.00 acre tract and the east line of the RPC 7 acre tract, **S 27° 27' 48" W 1068.65 feet** to a calculated point in the north line of that tract described as 347.65 acres in a deed from Historic Gibson LLC to ALFREDALBERT, LLC, dated May 14, 2008 and recorded in Volume 3391, Page 158 of the Hays County Official Public records, for the common southwest corner of the ALFREDALBERT 150.00 acre tract and the south corner of the RPC 7 acre tract, and being in the approximate centerline of Onion Creek;

THENCE leaving the ALFREDALBERT 150.00 acre tract, with the common north line of the ALFREDALBERT 347.65 acre tract and the west line of the RPC 7 acre tract, and being in the approximate centerline of Onion Creek, the following two courses:

1. **N 17° 45' 36" W 354.40 feet** to a calculated point, and
2. **N 19° 00' 36" W 352.75 feet** to a calculated point;

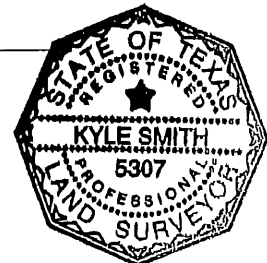
THENCE with the common west line of the RPC 7 acre tract and the north line of the ALFREDALBERT 347.65 acre tract and its extension, **N 43° 45' 51" W 50.98 feet** to a calculated point for the west corner of the RPC 7 acre tract, pass at 41.13 feet the common northwest corner of the ALFREDALBERT 347.65 acre tract and the northeast corner of that tract described as 64.57 acres in a deed from CUNCASHCA LLC to Reed C. Burns, dated December 20, 2019 and recorded in Hays County Instrument Number 20000380 of the Hays County Official Public records;

THENCE leaving the Burns tract, with the north line of the RPC 7 acre tract, the following two courses:

1. **N 57° 35' 33" E 71.66 feet** to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" and
2. **N 73° 41' 53" E 719.54 feet** to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 6.77 acres, more or less, as prepared from public records and a survey made on the ground on June 11, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".

Kyle Smith, R.P.L.S. #5307



Client: Burns, Holton
 Date: June 11, 2020
 Survey: Jackson, Thomas R.
 County: Hays
 Job No: 26365-20-4
 FND 6.77

Exhibit C

DESCRIPTION OF 15.65 ACRES, MORE OR LESS, OF LAND AREA, IN THE THOMAS R. JACKSON SURVEY, ABSTRACT NUMBER 9, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 18.57 ACRES IN A DEED FROM SAMUEL MONROE LANGSTON ET UX TO ROBERTA CRENSHAW, DATED AUGUST 31, 1984 AND RECORDED IN VOLUME 469, PAGE 263 OF THE HAYS COUNTY REAL PROPERTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with a plastic cap found in the common southwest line of F.M. Highway Number 150 and the northeast line of the Crenshaw tract, for the northeast corner of that tract described as 40.58 acres in a deed from Robert P. Crenshaw to The City of Dripping Springs, dated June 26, 2003 and recorded in Volume 2282, Page 847 of the Hays County Official Public records;

THENCE leaving the City of Dripping Springs tract and **PLACE OF BEGINNING** as shown on that plat numbered 26365-20-4-c, dated June 11, 2020 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the common southwest line of F.M. Highway No. 150 and the northeast line of the Crenshaw tract, the following four courses:

1. S 61° 48' 37" E 984.80 feet to a concrete highway monument found,
2. With a left breaking curve having the following characteristics: Radius = 2904.79 feet, Central Angle = 9°06'10", Arc Length = 461.50 feet and a chord which bears S 66° 23' 37" E 461.01 feet to a concrete highway monument found,
3. S 70° 56' 56" E 391.46 feet to a concrete highway monument found, and
4. With a left breaking curve having the following characteristics: Radius = 994.93 feet, Central Angle = 8°14'52", Arc Length = 143.22 feet and a chord which bears S 75° 11' 35" E 143.10 feet to a calculated point in the north line of that tract described as 387.26 acres in a deed from Mark Eight Corp. to Dickson Properties, Inc., dated March 21, 1973 and recorded in Volume 257, Page 518 of the Hays County Deed Records, for the east corner of the Crenshaw tract;

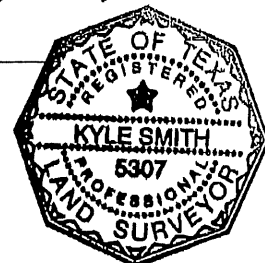
THENCE leaving F.M. Highway No. 150 with the common occupied south line of the Crenshaw tract and the north line of the Dickson Properties tract, the following two courses;

1. S 88° 42' 58" W 1041.51 feet to a calculated point, and
2. S 87° 43' 25" W 737.00 feet to a calculated point in the east line of the City of Dripping Springs tract, from which an iron rod found with a plastic cap for an interior corner in the east line of the City of Dripping Springs tract bears S 01°23'47"E 10.70 feet;

THENCE crossing the Crenshaw tract, N 01° 23' 47" W 867.04 feet to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 15.65 acres, more or less, as prepared from public records and a survey made on the ground on June 11, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone. All ½" iron rods set are capped with a plastic cap stamped "Byrn Survey".

Kyle Smith, R.P.L.S. #5307



Client: Burns, Holton
 Date: June 11, 2020
 Survey: Jackson, Thomas R.
 County: Hays
 Job No: 26365-20-4
 FND 15.65

Exhibit D

DESCRIPTION OF 202.38 ACRES, MORE OR LESS, OF LAND AREA, IN THE THOMAS R. JACKSON SURVEY, ABSTRACT NUMBER 9, THE STILES J. FOWLER SURVEY, A-174 AND THE WILLIAM COCKBURN SURVEY, A-97, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 387.26 ACRES IN A DEED FROM MARK EIGHT CORP. TO DICKSON PROPERTIES, INC., DATED MARCH 21, 1973 AND RECORDED IN VOLUME 257, PAGE 518 OF THE HAYS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with a plastic cap stamped "Byrn Survey" found in the common south line of F.M. Highway Number 150 and the north line of the Dickson Properties tract, for the northwest corner of that tract described as 18.01 acres in a deed from Reed C. Burns to CUNCASHCA, LLC, dated December 23, 2019 and recorded in Hays County Instrument Number 20000362 of the Hays County Official Public Records;

THENCE leaving F.M. Highway No. 150 and **PLACE OF BEGINNING** as shown on that plat numbered 26365-20-4-c, dated June 11, 2020 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the west line of the CUNCASHCA 18.01 acre tract, the following six courses:

1. S 04° 34' 43" E 459.87 feet to an iron rod found with a plastic cap stamped "Byrn Survey",
2. S 28° 05' 12" W 875.02 feet to an iron rod found with a plastic cap stamped "Byrn Survey",
3. S 54° 41' 27" W 721.69 feet to a 1/2" iron rod found,
4. S 27° 27' 44" W 133.45 feet to an iron rod found with a plastic cap stamped "Byrn Survey",
5. S 22° 32' 28" W 251.19 feet to an iron rod found with a plastic cap stamped "Byrn Survey", and
6. S 10° 08' 14" W 292.14 feet to an iron rod found with a plastic cap stamped "Byrn Survey" for the common southwest corner of the CUNCASHCA 18.01 acre tract and the northwest corner of that tract described as 150.00 acres in a deed from Stewardship Interests, LLC, to ALFREDALBERT, LLC, dated July 13, 2012 and recorded in Volume 4534, Page 362 of the Hays County Official Public Records;

THENCE leaving the CUNCASHCA 18.01 acre tract, with the west line of the ALFREDALBERT 150.00 acre tract, the following two courses;

1. S 11° 49' 53" E 819.42 feet to an iron rod found with a plastic cap stamped "Byrn Survey", and
2. S 06° 44' 52" W 1098.27 feet to a 1/2" iron rod found for the northeast corner of that tract described as 7 acres in a deed from Lucy Reed Hibberd et al to RPC Investments, dated September 4, 2007 and recorded in Volume 3298, Page 356 of the Hays County Official Public records;

THENCE leaving the ALFREDALBERT tract, with the north line of the RPC 7 acre tract, the following two courses:

1. S 73° 41' 53" W 719.54 feet to an iron rod found with a plastic cap stamped "Byrn Survey", and
2. S 57° 35' 33" W 71.66 feet to a calculated point in the northeast line of that tract described as 64.57 acres in a deed from CUNCASHCA LLC, to Reed C. Burns, dated December 20, 2019 and recorded in Hays County Instrument Number 20000380 of the Hays County Official Public records, and being in the approximate center of Onion Creek;

THENCE leaving the RPC 7 acre tract, with the approximate centerline of Onion Creek, the northeast line of the Burns 64.57 acre tract and the north line of that tract described in a deed from Holton Latham Burns to CUNCASHCA, LLC,

dated July 10, 2018 and recorded in Hays County Instrument Number 18024535 of the Hays County Official Public records, the following seven courses:

1. N 43° 45' 51" W 212.02 feet to a calculated point,
2. N 27° 18' 53" W 131.29 feet to a calculated point,
3. N 31° 56' 38" W 301.01 feet to a calculated point,
4. N 44° 53' 38" W 179.26 feet to a calculated point,
5. S 81° 23' 01" W 362.24 feet to a calculated point,
6. S 85° 50' 22" W 277.22 feet to a calculated point,
7. N 85° 14' 11" W 90.93 feet to a calculated point for the southeast corner of that tract described as 2.44 acres in a deed from Holton L. Burns to RPC Investments, LTD., dated March 6, 2003 and recorded in Volume 2173, Page 353 of the Hays County Official Public Records;

THENCE leaving the CUNCASHCA tract, with the east line of the RPC 2.44 acre tract, the following two courses:

1. N 31° 35' 41" W 176.15 feet to a calculated point, and
2. N 31° 21' 54" W 171.15 feet to a 1/2" iron rod found for the common northeast corner of the RPC 2.44 acre tract and the southeast corner of that tract described as 71.641 acres in a deed from Pamela M. Ryan to UMARI Partners, L.P., dated October 10, 2014 and recorded in Volume 5062, Page 856 of the Hays County Official Public Records;

THENCE leaving the RPC 2.44 acre tract, with the common east line of the UMARI Partners tract and the west line of the Dickson properties tract, being generally with fence, the following seven courses:

1. N 30° 42' 38" W 139.33 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey",
2. N 19° 44' 50" W 135.72 feet to a 1/2" iron rod found,
3. N 01° 12' 53" E 296.32 feet to a 60d nail found in the west face of a 24" cedar tree,
4. N 07° 12' 55" E 103.71 feet to a 1/2" iron rod found,
5. N 06° 48' 49" E 221.24 feet to a 1/2" iron rod found,
6. N 07° 32' 41" E 191.38 feet to a 1/2" iron rod found, and
7. N 02° 05' 43" W 166.42 feet to an iron rod with a plastic cap found for the southwest corner of that tract described as 40.58 acres in a deed from Roberta P. Crenshaw to The City of Dripping springs, dated June 26, 2003 and recorded in Volume 2282, Page 847 of the Hays County Official Public records;

THENCE leaving the UMARI Partners tract, with the south line of the City of Dripping Springs tract, N 87°58'22"E 660.44 feet to a 1/2" iron rod found for the southeast corner of the City of Dripping Springs tract;

THENCE with the east line of the City of Dripping Springs tract, N 02°05'53"E 2234.79 feet to a 1/2" iron rod found for a northeast corner of the City of Dripping Springs tract;

THENCE with a north line of the City of Dripping Springs tract, S 87°45'15"W 680.45 feet to an iron rod found with a plastic cap for an interior corner of the City of Dripping Springs tract;

THENCE with the east line of the City of Dripping Springs tract, N 01°23'47"W 10.70 feet to a calculated point in the common occupied north line of the Dickson Properties tract and the south line of that tract described as 18.57 acres in a deed from Samuel Monroe Langston et ux to Roberta Crenshaw, dated August 31, 1984 and recorded in Volume 469, Page 263 of the Hays County Deed Records;

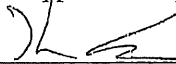
THENCE leaving the City of Dripping Springs tract, with the common occupied north line of the Dickson Properties tract and the south line of the Crenshaw tract, the following two courses:

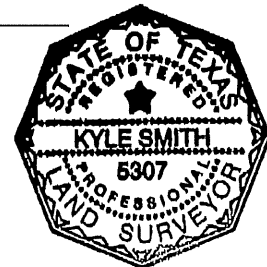
1. N 87°43'25" E 737.00 feet to a calculated point, and
2. N 88°42'58" E 1041.51 feet to a calculated point in the south line of F.M. Highway No. 150;

THENCE leaving the Crenshaw tract, with the common north line of the Dickson Properties tract and the south line of F.M. Highway No. 150, the following three courses:

1. With a left breaking curve having the following characteristics: Radius=994.93 feet, Central Angle=12°39'31", Arc Length=219.81 feet and a chord which bears S 85°38'46"E 219.37 feet to a concrete highway monument found;
2. N 88°06'43" E 763.83 feet to a concrete highway monument found, and
3. N 88°34'31" E 516.01 feet to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 202.38 acres, more or less, as prepared from public records and a survey made on the ground on June 11, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone. All ½" iron rods set are capped with a plastic cap stamped "Byrn Survey".


 Kyle Smith, R.P.L.S. #5307



Client: Burns, Holton
 Date: June 11, 2020
 Survey: Jackson, Thomas R.
 County: Hays
 Job No: 26365-20-4
 FND 202.38

BILL OF SALE & ASSIGNMENT OF LIVING UNIT EQUIVALENTS

Effective Date: July 22, 2020

Seller: Holton Burns

Buyers: Cuncashca, LLC

Living Equivalent Units:

Seller is the owner of 25 Living Unit Equivalents (the "LUE's") pursuant to that certain Bill of Sale & Assignment of Living Equivalent Units from the Estate of Lucy Reed Hibberd, dated December 23, 2019, a true and correct copy of which is attached hereto as Exhibit A, such assignment more particularly describing the LUE's.

Seller is also the owner of 40 LUE's pursuant to that certain Wastewater Service Reservation Request submitted to the City of Dripping Springs, a true and correct copy of which is attached hereto as Exhibit B.

Transferred/Assigned Property:

For valuable consideration, the receipt and sufficiency of which is acknowledge by Seller and Buyer, Seller hereby sells and assigns all of Seller's undivided right, title and interest in and to all LUE's described above.

SAID TRANSFER IS MADE WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. BUYER AGREES THAT IT IS TAKING THE TRANSFERRED PROPERTY "AS IS" AND THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES. BUYER HAS NOT RELIED ON ANY INFORMATION OTHER THAN BUYER'S INSPECTION.

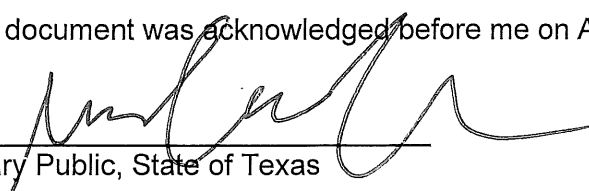
Buyer accepts the assignment of the LUE's and agrees to fully perform the duties and obligations of Holton Burns under any contracts affiliated with the transfer of the LUE's.



Holton Burns

State of Texas
County of Travis

This document was acknowledged before me on August 20, 2020, by Holton Burns.



Notary Public, State of Texas

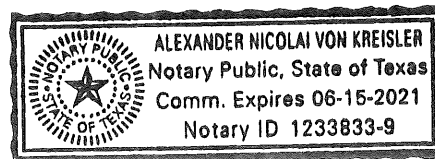


EXHIBIT A

(see attached)

BILL OF SALE & ASSIGNMENT OF LIVING EQUIVALENT UNITS

Date: December 23, 2019

Seller: Estate of Lucy Reed Hibberd

Buyers: Reed Burns & Holton Burns

Living Equivalent Units:

Seller is believed to be the owner of 110 LUE's, which are reflected on the documents attached as Exhibit "1", relating to the real property more commonly known as the Charro Ranch (hereinafter "LUE's").

Transferred/Assigned Property:

For valuable consideration, the receipt and sufficiency of which is acknowledge by the Seller and Buyers, Seller hereby sells and assigns all of Seller's undivided right, title and interest, if any, in and to all LUE's, as follows:

85 Reed Burns
25 Holton Burns

SAID TRANSFER IS MADE WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. BUYERS AGREE THAT THEY ARE TAKING THE TRANSFERRED PROPERTY "AS IS" AND THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES. BUYER HAS NOT RELIED ON ANY INFORMATION OTHER THAN BUYER'S INSPECTION.

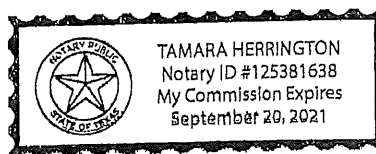
Buyers accept the assignment of the LUE's and agrees to fully perform the duties and obligations of Lucy Reed Hibberd under any contracts affiliated with the transfer of the LUE's.

Nancy Phelan
Nancy Phelan, Independent Executrix of the
Estate of Lucy Reed Hibberd

State of Texas
County of Travis

This document was acknowledged before me on December 23, 2019 by Nancy Phelan Independent Executrix of the Estate of Lucy Reed Hibberd.

[Signature]
Notary Public, State of Texas
My Commission Expires:



CITY OF DRIPPING SPRINGS
P.O. Box 384 511 Mercer Street Dripping Springs, Texas 78620 (512) 858-4725

WASTEWATER SERVICE RESERVATION REQUEST FORM

FP3-001
FM 150

Please return this form to the City as soon as possible, but no later than April 23, 2009.

Check this box if you do not want to participate:

☐ **I DO NOT WANT TO** connect to the City's sewer collection system. I have written my name and address, and signed below, because I do not wish to participate. I acknowledge that, by checking this box, and electing not to participate, I may not be able to connect to the system in the future.

Name:

Address:

(Print Full Name)

(Signature)

Phone:

Check this box if you do want to participate:

☒ **I DO** want to connect to the City's sewer collection system.

My voluntary payment of the Reservation Deposit is in accordance with the agreement between the property owner and the City concerning the timing and method of payment of the connection fees, as outlined in the notice above.

Name:

Address:

LUCY R. HIBBERD
(Print Full Name)

327 SOUTH 7TH

ASPEN CO

81611

Lucy R. Hibberd
(Signature)

Phone: 970-920-1338

512-925-2051 cell

Email: LRHcharro550@aol.com

Turn page over and complete form

EXHIBIT 1

Check the appropriate boxes and sign below:

Service Address (if different from above):

see attached

Is the structure(s) to be served existing? ☐ Yes ☒ No

What is the current use of the property?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Vacant

What is the size of the water meter? /

What is the proposed use of the property once it is connected to the sewer system?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Undetermined

How many LUEs are you requesting be reserved? 50

Total amount of Reservation Deposit (# LUEs multiplied by \$500): \$25000

*****below to be completed by City Staff*****

Receipt of Reservation Request Form

Date Form Received: _____ # of LUEs Requested: _____

Amount of Deposit Received: \$ _____ FP3-001

Received By: _____
Authorized Representative of City of Dripping Springs

CITY OF DRIPPING SPRINGS

P.O. Box 384 511 Mercer Street Dripping Springs, Texas 78620 (512) 858-4725

WASTEWATER SERVICE RESERVATION REQUEST FORM

FP3-001
FM 150

Please return this form to the City as soon as possible, but no later than April 23, 2009.

Check this box if you do not want to participate:

☐ I DO NOT WANT TO connect to the City's sewer collection system. I have written my name and address, and signed below, because I do not wish to participate. I acknowledge that, by checking this box, and electing not to participate, I may not be able to connect to the system in the future.

Name:

Address:

(Print Full Name)

(Signature)

Phone:

Check this box if you do want to participate:

☒ I DO want to connect to the City's sewer collection system.

My voluntary payment of the Reservation Deposit is in accordance with the agreement between the property owner and the City concerning the timing and method of payment of the connection fees, as outlined in the notice above.

Name:

Address:

LUCY R. HIBBERD
(Print Full Name)

327 South TL

Aspen CO 81611

Lucy R. Hibberd
(Signature)

Phone: 970-920-1338

Email: LRHcharro550@aol.com

512-925-2051

Turn page over and complete form

Check the appropriate boxes and sign below:

Service Address (if different from above):

see attached

Is the structure(s) to be served existing? ☐ Yes ☒ No

What is the current use of the property?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Vacant

What is the size of the water meter?

What is the proposed use of the property once it is connected to the sewer system?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Undetermined

How many LUEs are you requesting be reserved? 30

Total amount of Reservation Deposit (# LUEs multiplied by \$500): \$15000

*****below to be completed by City Staff*****

Receipt of Reservation Request Form

Date Form Received: # of LUEs Requested:

Amount of Deposit Received: \$ FP3-001

Received By:
Authorized Representative of City of Dripping Springs

CITY OF DRIPPING SPRINGS
P.O. Box 384 511 Mercer Street Dripping Springs, Texas 78620 (512) 858-4725

WASTEWATER SERVICE RESERVATION REQUEST FORM

FP3-002
FM 150 (northside)

Please return this form to the City as soon as possible, but no later than April 23, 2009.

Check this box if you do not want to participate:

☐ **I DO NOT WANT TO** connect to the City's sewer collection system. I have written my name and address, and signed below, because I do not wish to participate. I acknowledge that, by checking this box, and electing not to participate, I may not be able to connect to the system in the future.

Name:

Address:

(Print Full Name)

(Signature)

Phone: _____

Check this box if you do want to participate:

☒ **I DO** want to connect to the City's sewer collection system.

My voluntary payment of the Reservation Deposit is in accordance with the agreement between the property owner and the City concerning the timing and method of payment of the connection fees, as outlined in the notice above.

Name:

Address:

LUCY R. HIBBERD
(Print Full Name)

327 SOUTH 7TH
ASPEN CO 81611

Lucy R. Hibberd
(Signature)

Phone: 970-920-1338
512-925-2051 cell

Email: L.R.HIBBERD550@aol.com

Turn page over and complete form

Check the appropriate boxes and sign below:

Service Address (if different from above):

see attached

Is the structure(s) to be served existing? ☐ Yes ☒ No

What is the current use of the property?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Vacant

What is the size of the water meter? /

What is the proposed use of the property once it is connected to the sewer system?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Undetermined

How many LUEs are you requesting be reserved? 30

Total amount of Reservation Deposit (# LUEs multiplied by \$500): \$ 15000

*****below to be completed by City Staff*****

Receipt of Reservation Request Form

Date Form Received: /

of LUEs Requested: /

Amount of Deposit Received: \$

FP3-002

Received By: /
Authorized Representative of City of Dripping Springs

EXHIBIT B

(see attached)

CITY OF DRIPPING SPRINGS
P.O. Box 384 511 Mercer Street Dripping Springs, Texas 78620 (512) 858-4725

WASTEWATER SERVICE RESERVATION REQUEST FORM

FP3-002
FM 150 (northside)

Please return this form to the City as soon as possible, but no later than April 23, 2009.

Check this box if you do not want to participate:

☐ **I DO NOT WANT TO** connect to the City's sewer collection system. I have written my name and address, and signed below, because I do not wish to participate. I acknowledge that, by checking this box, and electing not to participate, I may not be able to connect to the system in the future.

Name:

Address:

(Print Full Name)

(Signature)

Phone: _____

Check this box if you do want to participate:

☒ **I DO** want to connect to the City's sewer collection system.

My voluntary payment of the Reservation Deposit is in accordance with the agreement between the property owner and the City concerning the timing and method of payment of the connection fees, as outlined in the notice above.

Name:

Address:

H.L. BURNS
(Print Full Name)


(Signature)

BOX 5885 AUSTIN, TX.
78763

Phone: 512-454-4872

Email: BURNS-HL@YAHOO.COM

Turn page over and complete form

Check the appropriate boxes and sign below:

Service Address (if different from above):

Is the structure(s) to be served existing? ☐ Yes ☒ No

What is the current use of the property?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Vacant

What is the size of the water meter? _____

What is the proposed use of the property once it is connected to the sewer system?

☒ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☐ Undetermined

How many LUEs are you requesting be reserved? 50 → 40 \$20,000

Total amount of Reservation Deposit (# LUEs multiplied by \$500): 25,000

*****below to be completed by City Staff*****

Receipt of Reservation Request Form

Date Form Received: _____

of LUEs Requested: _____

Amount of Deposit Received: \$ _____

FP3-002

Received By: _____
Authorized Representative of City of Dripping Springs

Special Warranty Deed

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.

Date: December 23, 2019

Grantor: Reed C. Burns

Grantor's Mailing Address: 3716 Mercedith St Austin, TX 78703

Grantee: Cuncashca, LLC, a Texas limited liability company

Grantee's Mailing Address: 2604 Hillview Rd Austin, TX 78703

Consideration: Cash and other good and valuable consideration.

Property (including any improvements):

All of Grantor's undivided interest in 18.01 acres, more or less, of land area in the Thomas R. Jackson Survey, A-9, Hays County, Texas, being a portion of that tract described as 30 acres in a deed from Compass Bank, Successor Trustee, to Lucy Reed Hibbert et al dated August 2, 2007 and recorded in Volume 3241, Page 686 of the Hays County Official Public Records and being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all pertinent purposes.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants,

conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any water, utility, road, or improvement districts which affect the Property; standby fees, taxes, and assessments by any taxing authority for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee also assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by or through Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

Reed C. Burns

Reed C. Burns

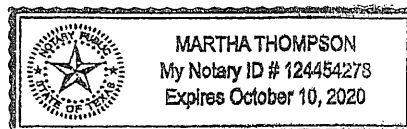
State of Texas

County of Travis

This document was acknowledged before me on December 23, 2019 by Reed C. Burns.

Mosell

Notary Public, State of Texas



NOTICE: This instrument was prepared by Hancock McGill & Bleau, LLP using information provided by third parties. We have not investigated or verified information provided to us and do not warrant the validity of the information or quality of title to the real estate described above. **We do not represent the parties named in this instrument. The parties should seek independent legal counsel for advice concerning the effect and consequences of this instrument.**

AFTER RECORDING RETURN TO:

Holton Burns
2604 Hillview Rd
Austin, TX 78703

Exhibit "A"

DESCRIPTION OF 18.01 ACRES, MORE OR LESS, OF LAND AREA IN THE THOMAS R. JACKSON SURVEY, A-9, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 30 ACRES IN A DEED FROM COMPASS BANK, SUCCESSOR TRUSTEE, TO LUCY REED HIBBERD ET AL DATED AUGUST 2, 2007, AND RECORDED IN VOLUME 3241, PAGE 686 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a plastic cap stamped "Byrn Survey" in the south line of F.M. Highway No. 150 for the northwest corner of the Hibberd 30 acre tract and this description and northeast corner of the remaining portion of that tract described as 387.26 acres in a deed from Mark Eight Corp. to Dickson Properties, Inc. dated March 21, 1973 and recorded in Volume 257, Page 518 of the Hays County Deed Records, from which a TXDOT concrete monument found bears S 88° 35' 05" W 516.03 feet;

THENCE leaving the remaining portion of the Dickson Properties 387.26 acre tract and the PLACE OF BEGINNING as shown on that plat numbered 26365-19-4-b dated October 24, 2019 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the common north line of the Hibberd 30 acre tract and south line of F.M. Highway No. 150, the following two courses:

1. N 88° 35' 05" E 365.12 feet to a TXDOT concrete monument found for an angle point and,
2. S 47° 32' 03" E 224.50 feet to a 1/2" iron rod set for the northeast corner of this description;

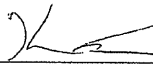
THENCE leaving F.M. Highway No. 150 and crossing the Hibberd 30 acre tract, the following four courses:

1. S 52° 57' 11" W 610.77 feet to a 1/2" iron rod set for an angle point,
2. S 28° 06' 18" W 271.93 feet to a 1/2" iron rod set for an angle point,
3. S 21° 20' 30" W 696.42 feet to a 1/2" iron rod set for an angle point, and
4. S 01° 18' 42" E 763.86 feet to a 1/2" iron rod set in the north line of that tract described as 150.00 acres in a deed from Stewardship Interests, LLC. to Alfredalbert, LLC, dated July 13, 2012 and recorded in Volume 4534, Page 362 of the Hays County Official Public Records for the southeast corner of this description, from which a 1/2" iron rod found for the southeast corner of the Hibberd 30 acre tract and northeast corner of the Alfredalbert 150.00 acre tract bears N 81° 48' 30" E 306.56 feet;

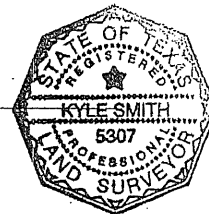
THENCE with the common south line of the Hibberd 30 acre tract and north line of the Alfredalbert 150.00 acre tract S 81° 48' 30" W 861.26 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" in the east line of the previously mentioned remaining portion of the Dickson 387.26 acre tract for the southwest corner of the Hibberd 30 acre tract and this description and northwest corner of the Alfredalbert 150.00 acre tract;

THENCE leaving the Alfredalbert 150.00 acre tract with the common west line of the Hibberd 30 acre tract and east line of the remaining portion of the Dickson Properties 387.26 acre tract, the following six courses:

1. N 10° 08' 22" E 292.17 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" for an angle point,
2. N 22° 32' 12" E 251.19 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" for an angle point,
3. N 27° 29' 04" E 133.39 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" for an angle point,
4. N 54° 41' 02" E 721.67 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" for an angle point,
5. N 28° 05' 22" E 875.05 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" for an angle point, and
6. N 04° 34' 56" W 459.79 feet to the **PLACE OF BEGINNING**. There are contained within these metes and bounds 18.01 acres, more or less, of land area as prepared from public records and a survey made on the ground on August 27, 2019 by Byrn & Associates, Inc. of San Marcos, Texas. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey". The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone.



Kyle Smith, R.P.L.S. #5307



Client: Burns, H.
Date: October 24, 2019
Survey: Jackson, T. A-9
County: Hays
Job No: 26365-19-4
FND 18.01

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

20000362 DEED
01/03/2020 02:20:01 PM Total Fees: \$42.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



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

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

HOLTON LATHAM BURNS (also known as Holton L. Burns), an individual residing in Travis County, Texas ("Grantor"), for Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by CUNCASHCA, LLC, a Texas limited liability company ("Grantee"), the receipt and sufficiency of which is acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto Grantee all of the following described property located in Hays County, Texas:

The land (the "Land"), together with all the improvements and fixtures located thereon, described in Exhibit A which is attached to this deed and is incorporated herein by reference (collectively, the "Property").

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

This conveyance is made and accepted subject to any and all valid and subsisting restrictions, easements, rights-of-way, reservations, conditions and covenants, maintenance charges (and any lien securing said maintenance charges), if any, applicable to and enforceable against the Property as shown by the Official Public Records of Hays County, Texas, and to any applicable

zoning laws or ordinances of any municipal and/or other governmental authorities having jurisdiction over the Property.

Taxes on the Property for the year 2018 have been prorated between Grantor and Grantee as of the date of the delivery of this deed, and taxes for 2018 and subsequent years and subsequent assessments (after the date hereof) for prior years due to change in land usage or ownership are assumed by Grantee.

Dated: July 10, 2018.

GRANTOR:



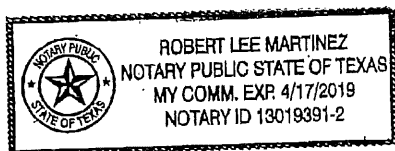
HOLTON LATHAM BURNS

GRANTEE'S ADDRESS:

2604 Hillview Road
Austin, Texas 78703

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on July 10, 2018, by Holton Latham Burns.



Robert L. Martinez
Notary Public, State of Texas
Notary ID No.: 13019391-2

AFTER RECORDING, RETURN TO:

Nick von Kreisler
Kuperman, Orr & Albers, P.C.
2500 Bee Cave Road
Building Two, Suite 150
Austin, Texas 78746

EXHIBIT A

Legal Description of the Land

Tract A

An approximately 134.93 acre tract of land in the Thomas R. Jackson Survey No. 25, Abstract No. 9, and the William Cockburn Survey No. 32, Abstract No. 97, Hays County, Texas, being a portion of that tract described as a 166.938 acre tract (Tract 1) and a portion of that tract described as a 99.74 acre tract (Tract 2) in a deed from RPC Investments, Inc. to Charro 550, Ltd., dated November 30, 2000, recorded in Volume 1761, Page 174 of the Official Public Records of Hays County, Texas, such 134.93 acre tract being the same property described as "Tract 3" in that certain Special Warranty Deed with Vendor's Lien dated December 18, 2002, executed by Charro 550 Limited Partnership and recorded in Volume 2155, Page 193 of the Official Public Records of Hays County, Texas; **SAVE AND EXCEPT**

An approximately 2.44 acre tract of land in the Thomas R. Jackson Survey No. 25, Abstract No. 9, and the William Cockburn Survey No. 32, Abstract No. 97, Hays County, Texas, being a portion of that tract described as a 134.93 acre tract in a deed from Charro 550 Limited Partnership, recorded in Volume 2155, Page 193 of the Official Public Records of Hays County, Texas, such 2.44 acre tract being the same property described in Exhibit C to that certain Boundary Agreement and Special Warranty Deed dated March 6, 2003, between Holton L. Burns and RPC Investments, Ltd. recorded in Volume 2173, Page 353 of the Official Public Records of Hays County, Texas.

Tract B

An approximately 8.04 acre tract of land in the Thomas R. Jackson Survey No. 25, Abstract No. 9, Hays County, Texas, being a portion of that tract described as a 387.26 acre tract in a deed from Mark Eight Corporation to Dickson Properties, Inc. dated March 21, 1973, recorded in Volume 257, Page 518 of the Official Public Records of Hays County, Texas, such 8.04 acre tract being the same property described in Exhibit D to that certain Boundary Agreement and Special Warranty Deed dated March 6, 2003, between Holton L. Burns and RPC Investments, Ltd. recorded in Volume 2173, Page 353 of the Official Public Records of Hays County, Texas.

Tract C

An approximately 16.0 acre tract of land in the Thomas R. Jackson Survey No. 25, Abstract No. 9, Hays County, Texas, being a portion of that tract described as a 96.73 acre tract in a deed to Roberta Crenshaw recorded in Volume 469, Page 263 of the Official Public Records of Hays County, Texas, such 16.0 acre tract being the same property described in that certain Executor's Distribution Deed dated April 18, 2007, from Lucy Reed Hibberd, as independent executor of the Estate of Roberta P. Crenshaw, deceased, to Holton Latham Burns recorded in Volume 3152, Page 747 of the Official Public Records of Hays County, Texas.

Tract D

An undivided one-sixth (1/6th) interest in and to an approximately **30.0** acre tract of land in the Thomas R. Jackson Survey No. 25, Abstract No. 9, Hays County, Texas, being a portion of the remainder of that tract described as 151.73 acres (Tract 6) in a deed to Compass Bank, N.A., Trustee for the M.H. Reed Trust No. 2, recorded in Volume 2155, Page 193 of the Official Public Records of Hays County, Texas, such undivided interest and 30.0 acre tract being the same property described in that certain Distribution Deed dated August 2, 2007, from River Oaks Trust Company, now known as Compass Bank, as Successor Trustee of the M.H. Reed Trust #2, recorded in Volume 3241, Page 686 of the Official Public Records of Hays County, Texas.

Tract E

An approximately **48.01** acre tract of land in the William Cockburn Survey No. 32, Hays County, Texas, being a portion of that certain 60.1 acre tract conveyed to R.B. Hall and spouse, Helen Anita Hall by warranty deed dated April 19, 1999, recorded as Document No. 9908792 in the Official Public Records of Hays County, Texas, and also being a portion of that certain 3.0 acre tract conveyed to R.B. Hall and spouse, Helen Anita Hall by warranty deed dated April 19, 1999, recorded as Document No. 9908989 in the Official Public Records of Hays County, Texas, and also being a portion of that certain 3.316 acre tract conveyed to R.B. Hall and spouse, Helen Anita Hall by warranty deed dated April 19, 1999, recorded as Document No. 9908793 in the Official Public Records of Hays County, Texas, such 48.01 acre tract being the same property described in that certain General Warranty Deed dated June 4, 2009, executed by R.B. Hall and Helen Anita Hall and recorded in Volume 3669, Page 648 of the Official Public Records of Hays County, Texas.

Exhibit A – Page 2





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

Submitted By: Gray Lahrman, Utilities Director

Council Meeting Date: 07/21/2026

Agenda Item Wording: Discussion and possible action to award RFB # 73819 for the South Collector Wastewater Project to Santa Clara Construction, Ltd. in the amount of \$4,714,829.00 and authorize the City Administrator to finalize and execute contract with selected bidder. *Sponsor: Mayor Foulds, Jr.*

Agenda Item Requestor: Gray Lahrman

Summary/Background: The City received fifteen (15) competitive bids for the South Collector Project, with bid amounts ranging from **\$4,078,028.00** to **\$10,950,181.15**.

The evaluation committee, consisting of the City Engineer, the Burgess & Niple Project Manager, and the City Utilities Director, completed a comprehensive review of the submitted proposals. Based on the evaluation criteria, the committee determined that **Santa Clara Construction, Ltd.** provides the best overall value and is the most qualified contractor to successfully complete the project.

Although Santa Clara Construction, Ltd. was the second-lowest bidder at **\$4,286,209.00**, the firm demonstrated extensive experience with municipal wastewater infrastructure projects, including the successful installation of large-diameter fiberglass sewer mains. The committee concluded that this experience, combined with the firm's qualifications and demonstrated ability to deliver projects of similar scope and complexity, justified selection over the apparent low bidder.

The Evaluation Committee recommends that the City Council award the construction contract for the South Collector Project to **Santa Clara Construction, Ltd.** in the amount of **\$4,714,829.00** and authorize the City Administrator to execute the contract and all associated documents upon review and approval by the City Attorney. The total contract amount noted includes a 10% contingency.

This project is to be funded by current TWDB loan.

**Commission
Recommendations:**

Recommended Council Actions: City Staff recommends Council approving the award of contract to Santa Clara Construction, Ltd. and authorize City Administrator to execute contract.

Attachments: Engineer's letter of recommendation.
South Collector Bid Tabulation
Santa Clara Construction Bid

Next Steps/Schedule: Notice of award to contractor and execution contract
Construction to start August 12, 2026



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

Submitted By: Gray Lahrman, Utilities Director

Council Meeting Date: 07/21/2026

Agenda Item Wording: Discussion and possible action regarding Change Order request for the West Interceptor Segment 2 Project.

Agenda Item Requestor: Gray Lahrman

Summary/Background: In Fall 2025, we met with the contractor to finalize plans. Minor water seepage was identified at the low water crossing and reported to the structural engineer. The contractor stated that, because the structure is self-supporting, the seepage should not create an issue.

In early 2026, as the structural engineer reviewed submittals and Request for Information, a structural redesign became necessary. The design was revised to a pier system that extends the structure to the limestone wall closest to the creek.

After heavy rainfall, the structural engineer visited the site and observed water seepage moving through the crossing at higher volumes than anticipated. This finding led to the recommendation to use flowable fill to create a more monolithic trench backfill structure.

City staff and consultants recommend approval of this \$121,550 change order. The current contract amount is \$3,337,049.03, and approval of Change Order No.4 would increase the contract amount to \$3,458,599.03 resulting in a 3.64% increase in contract amount.

This project is funded by TWDB loans.

**Commission
Recommendations:**

**Recommended
Council Actions:** City Staff recommends approving the change order for this project.

Attachments: Engineer's letter of recommendation.

Next Steps/Schedule: FY26 Budget Amendment.
Execute Change Order.

BURGESS & NIPLE

Firm Registration No. F-10834

235 Ledge Stone Drive | Austin, TX 78737 | 512.432.1000

July 14, 2026

City Of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Re: City of Dripping Springs South Regional Wastewater Facilities
West Interceptor Segment 2
Change Order No. 4

Dear City Council members:

The awarded contractor for the project, Arguijo Corporation, has submitted Change Order No. 4, dated July 6, 2026. The proposed change order incorporates a design modification at the low water crossing, replacing select fill with Controlled Low Strength Material (CLSM) flowable fill to address conditions observed during construction.

During the June 22, 2026 construction meeting, following significant rainfall events, seepage through the crossing was observed at levels greater than anticipated during design. The structural engineer raised concerns that continued seepage could erode the select fill beneath the riprap and create voids within the crossing. The structural engineer recommended revising his design to use flowable fill as an alternative material to mitigate these concerns and improve the long-term stability of the crossing. The proposed design revision replaces select fill with CLSM to better accommodate the observed field conditions and reduce the potential for future void formation. The structural engineer has approved the contractor's CLSM submittal and supporting documentation associated with the proposed revision.

The proposed Change Order No. 4 amount is \$121,550.00. The current contract amount is \$3,337,049.03, and approval of Change Order No. 4 would increase the contract amount to \$3,458,599.03. This Change Order represents a 3.64% increase to the contract amount.

Based on the differing field conditions encountered during construction, the structural engineer's recommendation and design modification to improve the long-term performance and stability of the low water crossing, Burgess & Niple recommends approval of Change Order No. 4.

Sincerely,
Burgess & Niple, Inc.



Max Zekos-Sierra, P.E.
Project Manager

Attachment: Arguijo Corporation Change Order No. 4

City ofThis document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

CHANGE ORDER

Prepared By



Endorsed By



Copyright© 2018:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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CHANGE ORDER NO.: 004

Owner:	City of Dripping Springs	Owner's Project No.:	73819
Engineer:	Burgess & Niple, Inc	Engineer's Project No.:	PR39676.1
Contractor:		Contractor's Project No.:	25718
Project:	City of Dripping Springs West Interceptor Segment 2		
Contract Name:	TWDB CW-SRF No. 73819		
Date Issued:	7/6/2026	Effective Date of Change Order:	

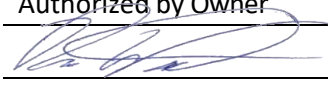
The Contract is modified as follows upon execution of this Change Order:

Description: A design modification from Smith Structural Engineers has been proposed at the low water crossing to mitigate existing seepage and further reinforce the proposed low water crossing. A substitution of Controlled Low-Strength Material (CLSM) for select fill is required to complete this revision. A deduction from the select fill has been excluded from this change order, since it was Arguijo's intention to use the saw tailings as select fill

Attachments:

**City of Dripping Springs Change Order Table
SRM Quote**

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 3,315,089.38		Substantial Completion:	N/A
		Ready for final payment:	N/A
[Increase] [Decrease] from previously approved Change Orders No. 1 to No.3:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ 21,959.65		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 3,337,049.03		Substantial Completion:	N/A
		Ready for final payment:	N/A
Increase this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 121,550.00		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 3,458,599.03		Substantial Completion:	N/A
		Ready for final payment:	N/A

	Recommended by Engineer (if required)	Authorized by Owner
By:	_____	_____
Title:	_____	_____
Date:	_____	_____
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:	 _____	_____
Title:	Ross Wagliardo	_____
Date:	7/14/26	_____

EJCDC® C-941, Change Order.

City of Dripping Springs West Interceptor Segment 2 Change Order No. 004					
Item No,	Description	Unit	Quantity	Unit Price	Amount
BASE BID ITEMS					
CO1-4	Additional CLSM	CY	850	\$130.00	\$110,500.00
CO1-4	Deduct Flexbase	CY	850	\$0.00	\$0.00
CO1-4	OH+P				\$11,050.00
TOTAL CHANGE ORDER NO. 004					\$121,550.00



Smyrna Ready Mix, LLC Quote
4433 Terry-O Ln
Austin, TX 78745
Plant: Terry O Volumetric-14800

Bid # 216955

Item 7.

Quote Date:	07/02/2026	Quote Expiration Date:	08/01/2026
Project Name:	West Interceptor Crossing Structural Design	Customer Name:	ARGUIJO CORPORATION (Silver Tier) (140061)
Project Area:	Volumetric, TX	Contact	ARGUIJO CORPORATION
Project Address:	940 U.S. 290, Dripping Springs, TX, 78620	Phone:	(432) 550-5650
		Email :	arodriguez@partincpa.com

PRODUCT #	PRODUCT DESCRIPTION	UNIT PRICE	*PD BY 10TH DISCOUNT (CY)	NET PRICE (CY)	NOTES
CC5020A	BLEND 2.0 SK GROUT	\$130.00	\$2.00	\$128.00	CLSM Regular Flowable Fill
FF5040J	C ASH 4 SACK ACT	\$150.00	\$2.00	\$148.00	CLSM Fast Set Flowable Fill

Standing Time Day Work: Purchaser will be allowed ten (10) minutes for each CY with a maximum of 60 minutes per load.

Delays caused by the customer over this time will be charged \$240 / hour (\$4.00 / minute).

Callouts: Evenings Monday – Friday (6pm or later), Saturday (2pm or later) are defined as callouts.

There is a \$750 base fee charge for all callouts and an extra \$180 / hour charge for exceeding 4 hours.

Time starts when volumetric mixer leaves plant until it returns.

Cancellation Notice: Special orders and callout orders require a twenty-four (24) hour cancellation notice.

Cancellation within twenty-four (24) hours of pour will incur a cancellation fee of \$500 / truck.

Show-up Fee: If a mobile mixer arrives at the jobsite and cannot pour for any reason, a \$500 fee will be charged to the customer.

Show-up Fee: If a mobile mixer arrives at the jobsite and cannot pour for any reason, a \$500 fee will be charged to the customer.

Pump Fee: \$850 provides pump for up to four (4) hours, \$200 / hour thereafter.

Hose Fee: \$1.00 / hour for each foot of pump hose beyond 150 foot necessary to complete the job.

Environmental Surcharge \$40.00 Per Load.

Terms:	\$2.00	(CYD) discount if paid in full by the 10th of the following month. Net 30 terms.*
Job Pricing End Date:	12/31/2026	
Quotation Good Through:	08/01/2026	
Estimated CY:	825.00	
Job Start Date:	11/30/2026	

Smyrna Ready Mix, LLC

Acceptance

By: Jesse Tello

By:

Email:

Sign:

Sign:

Date: 07/02/2026

Date:

Note: The escalation pricing set forth herein is an estimate of future price increases based on historical figures. Unforeseen increases in costs could result in a higher escalation. SRM Concrete reserves the right to re-negotiate fuel surcharges, environmental fees, plant opening, and truck charges based on job requirements.

This Quote is not to be construed as an offer to sell, and no contractual relationship shall arise from it until Customer's order has been accepted by SRM Concrete. This Quote shall be valid for the period(s) set forth herein, unless withdrawn or modified by SRM Concrete. When no period is stated, this Quote is only valid for 30 days after the Quote Date. A new quote will be required for any changes requested by Customer. SRM Concrete reserves the right to withdraw or amend this Quote in certain circumstances, for example, where an unforeseen increase in the cost of materials requires an increase in the prices quoted herein, in the sole and absolute discretion of SRM Concrete.



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

Submitted By: Aniz Alani, City Attorney

Council Meeting Date: July 21, 2026

Agenda Item Wording: Public hearing, discussion, and possible action to approve an Ordinance amending the Code of Ordinances of the City of Dripping Springs relating to mayoral appointments, City Council committee appointments, committee membership, City Council liaisons, and designated City representatives.

Agenda Item Sponsor: Mayor Bill Foulds, Jr.

Summary/Background: At the May 19, 2026 City Council meeting, staff presented a draft ordinance to clarify the Mayor's role in appointing council members to serve on City committees, in areas of oversight, and as designated City representatives. The prior draft also proposed conforming amendments to several committee provisions so that the Code would better match current appointment practice and annual post-election appointment procedures.

During Council discussion, Council supported the general purpose of the ordinance but requested revisions to distinguish between a council member serving as a voting committee member and a council member serving only as a liaison. Council expressed particular concern that, for certain community-facing advisory committees, adding a voting council member could affect quorum, committee independence, and public perception of whether committee recommendations are being driven by Council before the matter returns for public consideration.

The revised ordinance responds to that direction. It preserves the general mayoral-appointment framework, but changes the proposed council role for the Founders Day Committee and Farmers Market Committee from voting committee member to non-voting council liaison.

Updates Since the Prior Meeting

The revised draft ordinance makes the following updates relative to the version presented at the prior meeting:

1. Clarifies committee-member versus liaison roles

The ordinance caption, recitals, and Section 1.02.045 have been revised to recognize that a mayor-appointed council member may serve either as a

voting committee member or as a non-voting council liaison, depending on the governing provisions for the specific committee.

The prior draft generally treated the mayor-appointed council member as a committee member and liaison unless otherwise stated. The revised draft keeps that default concept but makes the distinction clearer and expressly provides different treatment for Founders Day and Farmers Market.

2. Founders Day Committee — council role changed to non-voting liaison

The prior draft would have added one City Council member appointed by the Mayor as a member of the Founders Day Committee and increased the committee size from 15 to 16 members.

The revised draft removes that approach. Instead, the Mayor may appoint one City Council member to serve as a council liaison to the Founders Day Committee. The liaison may attend meetings and assist with communication between the committee and City Council, but the liaison:

- is not a committee member;
- does not vote;
- does not count toward quorum; and
- serves at the pleasure of the Mayor.

Because the council liaison is not a committee member, the revised draft keeps the Founders Day Committee membership at up to 15 members rather than increasing it to 16.

3. Farmers Market Committee — council role changed to non-voting liaison

The prior draft would have added one City Council member appointed by the Mayor as a member of the Farmers Market Committee.

The revised draft changes that role to a non-voting council liaison. The liaison may attend meetings and assist with communication between the committee and City Council, but the liaison:

- is not a committee member;
- does not vote;
- does not count toward quorum; and
- serves at the pleasure of the Mayor.

The revised draft also removes related references that would have treated the council appointee as a committee member for purposes of member selection, vacancies, and quorum.

4. Transportation Committee — no substantive change

The revised draft does not make a substantive change to the Transportation Committee provisions discussed at the prior meeting. The draft continues to provide that the Mayor appoints the City Council member serving on the Transportation Committee and that the appointed council member serves at the pleasure of the Mayor.

5. Emergency Management Committee — no substantive change to council-member role

The revised draft does not make a substantive change to the City Council member's role on the Emergency Management Committee. The draft continues to provide that the Mayor appoints the City Council member serving on the committee and that the mayor-appointed council member serves as chair unless the Mayor appoints another City Council member to serve as chair.

Council also discussed the possibility of adding a Hays County Sheriff's Office representative or designee to the Emergency Management Committee. That change is included in the revised ordinance subject to receiving a positive recommendation from the Emergency Management Committee at its July 15, 2026 meeting.

6. Economic Development Committee references remain removed

The revised draft continues to remove or repeal obsolete references to the former Economic Development Committee because that committee no longer exists.

7. Default rule for designated City representatives remains included

The revised draft continues to include the default rule that, unless an ordinance expressly provides otherwise, designated City representatives to external bodies or newly formed internal City bodies are appointed by the Mayor. This provision is intended to provide a clear appointment process when a committee, board, commission, task force, working group, or similar body calls for City representation but the Code does not otherwise specify an appointing authority.

Commission Recommendations:

N/A

Recommended Council Actions:

Staff recommends approval of the revised ordinance.

Attachments:

Draft ordinance.

City of Dripping Springs
Mayoral Appointments Ordinance

ORDINANCE No. 2026-##

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, AMENDING THE CODE OF ORDINANCES RELATING TO CITY COUNCIL COMMITTEE APPOINTMENTS, COMMITTEE MEMBERSHIP, CITY COUNCIL LIAISONS, AND DESIGNATED CITY REPRESENTATIVES; AMENDING SECTION 1.02.045; AMENDING ARTICLE 2.04, BOARDS, COMMISSIONS AND COMMITTEES; AMENDING THE TRANSPORTATION COMMITTEE, EMERGENCY MANAGEMENT COMMITTEE, FARMERS MARKET COMMITTEE, AND FOUNDERS DAY COMMITTEE PROVISIONS; PROVIDING THAT DESIGNATED CITY REPRESENTATIVES TO EXTERNAL OR NEWLY FORMED INTERNAL COMMITTEES SHALL BE APPOINTED BY THE MAYOR UNLESS AN ORDINANCE STATES OTHERWISE; REMOVING OBSOLETE REFERENCES TO THE ECONOMIC DEVELOPMENT COMMITTEE; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, EFFECTIVE DATE, PROPER NOTICE AND MEETING; AND PROVIDING FOR RELATED MATTERS.

- WHEREAS,** the City of Dripping Springs, Texas (the “City”) is a general law municipality authorized to adopt and amend ordinances for the good government, peace, and order of the City; and
- WHEREAS,** the City Council has determined that efficient communication between City committees and the City Council is promoted by mayoral appointment of council members to serve as committee members or council liaisons, as applicable; and
- WHEREAS,** the City Council desires to update the list of council committees and areas of oversight to which the Mayor appoints council members following each municipal election; and
- WHEREAS,** the City Council desires to clarify that, unless otherwise provided by ordinance, any external committee or newly formed internal committee requiring a designated City representative shall have that representative appointed by the Mayor; and

WHEREAS, the City Council desires to distinguish between council members who serve as voting committee members and council members who serve as non-voting liaisons to City committees; and

WHEREAS, the City Council has determined that the council representative to the Founders Day Committee and the Farmers Market Committee should serve as a non-voting liaison and should not count toward quorum; and

WHEREAS, the City Council further desires to remove obsolete references to the Economic Development Committee, which no longer exists; and

WHEREAS, the City Council finds that the amendments adopted by this Ordinance are in the best interests of the public health, safety, welfare, and good government of the City.

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

1. FINDINGS OF FACT

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

2. ENACTMENT

Section 1.02.04, Article 2.04, and Section 6.05.005 are amended to read in accordance with “**Exhibit B**”, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any blue underlined text in “**Exhibit A**” shall be added to the Code of Ordinances and any text that is struck through in red shall be removed.

3. CONFORMING AMENDMENT; CONFLICTING PROVISIONS

All references in the Code of Ordinances to the Economic Development Committee as an existing city committee are deleted or deemed repealed. Any Code provision, committee rule, policy, or procedure that conflicts with this Ordinance is superseded to the extent of the conflict.

4. REPEALER

All ordinances, resolutions, or parts of ordinances or resolutions inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

5. SEVERABILITY

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, the remaining portions of this Ordinance shall remain in full force and effect.

6. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code. The City Secretary, in consultation with the City Attorney, is authorized to make non-substantive formatting, numbering, and cross-reference corrections necessary for codification.

7. EFFECTIVE DATE

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

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 as required by law, and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act, Texas Government Code chapter 551.

PASSED & APPROVED this, the 21st day of July 2026, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary

Exhibit "A"

City of Dripping Springs

CODE OF ORDINANCES

Chapter 1 GENERAL PROVISIONS

ARTICLE 1.02. CITY COUNCIL

Division 2. Meetings

Sec. 1.02.045. City council committees.

- (a) **Council committee member and liaison appointments.** The mayor shall appoint councilmembers, following each municipal election, to the following council committees or liaison positions. A council member appointed under this section shall serve in the capacity provided by the ordinance governing the applicable committee. Unless otherwise provided by ordinance, a council member appointed to a committee under this section shall act as liaisons from their respective committee(s) to the city council.
- (1) Transportation committee.
 - (2) Farmers market committee.
 - (3) Emergency management committee.
 - (4) Founders Day committee.
- (b) **Areas of oversight.** The mayor shall appoint councilmembers, following each municipal election, to the following areas of oversight:
- (1) Parks.
 - (2) Public health and safety.
 - (3) Utilities.
 - (4) Finance.
 - (5) Transportation and streets.
 - (6) Community events and services.
 - (7) Tourism
- (c) **External and newly formed internal committees.** Unless an ordinance expressly provides otherwise, if an external committee, board, commission, task force, working group, or other similar body, or a newly formed internal city committee, board, commission, task force, working group, or other similar body, requires or provides for a designated city representative, the mayor shall appoint the city representative. A city representative appointed under this subsection may be a councilmember, city officer, city employee, or

other person eligible to serve in the representative capacity, as determined by the mayor and consistent with applicable law and the requirements of the body to which the appointment is made.

- (d) **Term; vacancies.** Appointments made under this section shall be made following each municipal election and shall continue until the mayor makes a successor appointment, unless an earlier vacancy occurs or an ordinance provides a different term. The mayor may fill a vacancy in an appointment made under this section for the remainder of the applicable term.

Chapter 2 ADMINISTRATION AND PERSONNEL

ARTICLE 2.04. BOARDS, COMMISSIONS AND COMMITTEES

Division 1. Generally

Sec. 2.04.001. Designated city representatives; mayoral appointment.

Unless an ordinance expressly provides otherwise, any designated city representative to an external committee, board, commission, task force, working group, or other similar body, or to a newly formed internal city committee, board, commission, task force, working group, or other similar body, shall be appointed by the mayor. This section controls over any conflicting policy, rule, procedure, or committee practice, but does not alter any appointment required by state law or by an ordinance that expressly provides for a different appointing authority.

Secs. 2.04.002—2.04.030. Reserved.

Division 2. Reserved

Secs. 2.04.031—2.04.040. Reserved.

Division 3. Parks and Recreation Commission

[Omitted]

Division 4. Founders Day Committee

Sec. 2.04.094. Membership; meetings.

- (a) **Number of members.** The committee shall be composed of up to 15 members, including a chairperson, who are known to be interested in the annual Founders Day celebration and who have contributed to its success in previous years. The members shall include members of the organizations and at-large members. The Lions Club shall include three members as representatives of the carnival and the food vendors; the Dripping Springs Cook-Off Club shall include three members as representatives of the cooks participating in the cook-offs; and the St. Martin de Porres Church shall include three members as representatives of the arts and crafts vendors. The city council shall appoint up to six members to serve as at-large members for terms of up to two years. The committee shall inform the city council in writing whenever a vacancy exists in an at-large or organization member position.
- (b) **Council liaison.** The mayor shall appoint one member of the city council to serve as council liaison to the committee. The council liaison shall serve at the pleasure of the mayor. The council liaison may attend

committee meetings and may assist with communication between the committee and the city council, but the council liaison is not a member of the committee, does not vote, and does not count toward the establishment of a quorum.

- (c) Nominations for organization representatives. At the time new appointments for members who are organization representatives are needed, the city council or committee shall request nominations from the organizations. Upon request, the Lions Club; the Cook-Off Club; and St. Martin de Porres Church shall provide nominees applications from each of their respective organizations to the committee to serve as committee members. Each nominee application shall be reviewed by the committee. The committee shall make recommendations for each nominee to the city council. The city council shall select members from each organization's nominees to serve for terms of up to two years after review of the committee's recommendations but can reject any or all applications. The city council can request additional nominee applications from the organizations if all vacancies are not filled by the organization's nominations.
- (d) Nominations for at-large members. At the time new appointments for at-large members are needed, the city council shall request nominations from the members of the committee and the public for each vacancy. The city secretary shall post on the city website any time a vacancy occurs and shall forward any applications to the committee. The committee may also seek nominee applications and shall review each application for committee membership from applications received by the committee and applications received by the city secretary. The committee shall forward all applications received with recommendations for each at-large nominee to city council. The city council shall select members from the at-large nominations to serve terms of up to two years after review of the committee's recommendations but can reject any or all recommendations or applications. The city council can request additional nominee applications from the committee and the public if all vacancies are not filled by the filed applications. Such nominations shall take into consideration all known parties interested in or participating in the Founders Day celebration at the time such nominations are made.
- (e) Appointment of chairperson. The city council shall annually appoint a committee member to serve as chairperson. The committee may provide a recommendation to city council regarding the appointment of chairperson. The city council may appoint co-chairpersons if it deems it appropriate. The committee members shall annually appoint a vice chairperson and a secretary.
 - (1) The secretary is responsible for the recording of minutes.
 - (2) The vice chairperson has the following duties: coordinating of subcommittee chairs; reports and serves the chairperson; substitutes for the chairperson in the event of their absence.
 - (3) The chairperson has the following duties: conducts meetings; acts as liaison to the city council; presents yearly wrap-up report to the city council. The city council member appointed by the mayor shall also serve as a liaison from the committee to the city council.
- (f) Terms of members. Committee members other than the city council member appointed by the mayor shall serve terms of up to two years, with terms staggered so that seven positions expire on July 1 of each odd-numbered year and seven positions expire on July 1 of each even-numbered year. Appointments may be made for less than two years as necessary to maintain the staggered terms. The term of the chairperson shall expire on July 1 of each year. The city council member appointed by the mayor shall serve at the pleasure of the mayor.
- (g) Member selection. The committee shall recommend criteria for its members that shall be followed by its members and used to evaluate removal of its members. The committee's recommended criteria shall be sent to the city council for review. The city council shall review the committee's criteria recommendation and the city council shall approve criteria for the committee's members. The criteria approved by the city council shall be filed with the city secretary and provided to each member, nominee, and organization upon request.
- (h) Resignation; removal; vacancies. Members of the committee may be removed from office by the city council at any time by a simple majority vote of the city council, either:

- (1) Upon its own motion; or
 - (2) Upon recommendation of the Founders Day Committee chairperson and one other Founders Day Committee member.
- (i) Removal of members. Members of the committee may be removed from office by a vote of a simple majority of the total members of the committee if the committee finds that the member is not compliant with the criteria for its members as adopted as described above. If a member is removed by the committee, the committee shall notify the city council of the removal and provide city council with a written statement with the reasoning for removal within ten days of the vote of removal. The removed member may appeal the removal to city council in writing within ten days of removal. The city council shall review the appeal within 30 days at a city council meeting. The city council shall consider the approved criteria, the written statement of the committee, and any information provided by the removed member. The city council shall provide notice of the appeal to the chairperson of the committee. The city council's decision on removal is final. Vacancies created shall be filled as provided by this chapter.
 - (j) Resignation. A committee member may resign by notifying the city secretary in writing of their intent to resign. A failure to attend three or more sequential committee meetings without approval from the chairperson will constitute a de facto notification of intent to resign. Members appointed to fill a vacancy will complete the unexpired portion of the term.
 - (k) Quorum. A quorum shall consist of a simple majority of the members, including the chairperson. The chairperson shall have a vote only in the case of a tie vote by the committee members. If no quorum exists, the chairperson may cancel the meeting.
 - (l) Schedule of meetings. Meetings of the committee shall be held as follows and may be rescheduled or cancelled by the chairperson or vice-chairperson upon notice to the committee members and city secretary:
 - (1) January—May: Second and Fourth Monday of each month; and
 - (2) October—December: Second Monday of each month.
 - (m) Meetings may also be called by the chairperson, at the request of two or more of the committee's members, or at the request of the council.
 - (n) Committee members unable to attend any meeting shall notify the chairperson as soon as possible, in order to assure a quorum will be present. Any member of the committee absent for three regular consecutive meetings or four regular meetings during the preceding 12-month period of the committee, without having obtained leave of absence at a regular meeting, unless prevented by sickness, shall be deemed to have vacated his or her office.
 - (o) Meetings shall be generally open to the public but not subject to the Open Meetings Act as an advisory committee. All documents created by or on behalf of the Founders Day Committee shall be city documents which are subject to the city's records retention schedules and the Texas Public Information Act as set forth in chapter 552 of the Texas Government Code, as amended.

Division 5.Dripping Springs Ranch Park Board of Directors

[Omitted]

Division 6. Transportation Committee

Sec. 2.04.155. Membership; meetings.

(a) Number of members.

- (1) The committee will have nine voting members, one of whom will be the committee chair appointed by the city council. A vice-chair will be selected by the chair and approved by a majority of the transportation committee members. The vice-chair will serve as the chair in the absence of the chair.
- (2) Five municipal members of the committee are:
 - (A) A member of city council appointed by the mayor;
 - (B) A member from planning and zoning commission;
 - (C) The planning director;
 - (D) The city engineer; and
 - (E) A representative of the Dripping Springs Independent School District.

The mayor shall appoint the city council member to serve on the committee. The planning and zoning commission shall nominate and vote on its respective member to serve on the committee. The Dripping Springs Independent School District Superintendent shall provide a recommendation for the district representative to be approved by the city council.

- (3) Four public members of the committee shall be residents of either the city limits or its ETJ. No less than one public member will reside within the city limits.
- (4) The committee may have subcommittees of at least three members, one of whom will be the subcommittee chair designated by the subcommittee at its first meeting. A vice-chair will be selected by the chair and approved by a majority of the subcommittee members. The vice chair will serve as the subcommittee chair in the absence of the chair. Subcommittees may invite input from non-committee members.
- (5) The committee may add non-voting members on an as-needed basis as approved by a majority of the committee.

(b) Terms of members.

- (1) Municipal members of the committee will serve at the pleasure of the bodies that appointed them. The city council member appointed by the mayor shall serve at the pleasure of the mayor. The public committee members will serve terms of up to two years, at the will of the city council. There is no limit as to how many terms a member may serve.
- (2) The chair and vice-chair will serve a one-year term, at the will of city council. There is no limit as to how many terms the chair or vice-chair may serve.
- (3) Vacancies may be filled by appointment, with the appointed replacement member being bestowed the remainder of the unexpired term.

(c) Member selection.

- (1) Every two years in even years starting in June 2014, city staff will prepare a slate of nominees for city council consideration for public member appointments. Public member appointments shall be for terms of up to two years. The slate will include nominees including but not limited to those with a background and experience in civil engineering, land/transportation planning, real estate/development, business ownership, and alternative mobility. The slate will only include individuals that city staff has contacted and who have expressed an interest and availability to serve. Potential nominees may express interest in the committee by contacting the city secretary in writing.

- (2) The city council will approve, reject, or modify the list.
- (d) Resignation; vacancies. A committee member may resign by notifying the city secretary in writing of his or her intent to resign. A failure to attend three or more sequential committee meetings without approval from the chair will constitute a de facto notification of intent to resign. Members appointed to fill a vacancy will complete the unexpired portion of the term.
- (e) Meetings.
 - (1) The committee will meet monthly at city hall, as coordinated with and arranged by city staff. Agendas will be drafted by the committee chair, under the advisement of committee members.
 - (2) Committee designated subcommittees may meet more often, as coordinated with and arranged by city staff. Agendas will be drafted by the subcommittee chair, under the advisement of subcommittee members.
 - (3) The committee will make a report to the city council at the first meeting of each month to update the council on projects and progress.

Division 7. Emergency Management Committee

Sec. 2.04.195. Membership; meetings.

- (a) Liability. The City of Dripping Springs Texas Municipal League liability coverage shall include the members of the committee to the extent allowed by law. The city attorney shall advise and represent the committee, as appropriate.
- (b) Ethical standards. Committee members shall comply with all ethical standards applied to officers of the city as stated in article 2.02 of the City of Dripping Springs Code of Ordinances.
- (c) Number of members. The committee shall have the following eleven voting members:
 - (1) A member of the city council appointed by the mayor;
 - (2) An at-large member that shall reside in Hays County;
 - (3) Chamber of commerce representative;
 - (4) Hays County CERT (Community Emergency Response Team) representative;
 - (5) Hays County Constable or designee;
 - (6) Hays County Sheriff or designee;
 - (7) Emergency Services District Number 1 representative;
 - (8) Emergency Services District Number 6 representative;
 - (9) Hays County Emergency Manager or designee;
 - (10) Dripping Springs Independent School District representative; and
 - (11) Hays County Fire Marshal or designee.
- (d) Terms of members and chair and vice-chair.
 - (1) Each committee member shall serve terms of up to two years, at the will of the city council. There is no limit as to how many terms a member may serve.
 - (2) The city council member appointed by the mayor to serve as a chair for a term of one year , unless the mayor appoints another city council member to serve as chair before the expiration of the term.. The committee shall elect from its membership a vice-chair to serve for a term of one year. There is no limit to the number of terms the chair or vice-chair may serve. In the event that the chair or vice-chair are absent, the emergency management coordinator shall preside.

(e) Member selection.

- (1) Each year staff shall prepare a slate of nominees for city council consideration. The slate shall include nominees with a background and experience in those activities related to emergency management. The chair shall provide a recommendation for members seeking appointment or reappointment.
- (2) The city council shall approve, reject, or modify the slate of nominees.

(f) Resignation and vacancies.

- (1) A committee member may resign by notifying the city secretary in writing of their intent to resign.
- (2) A failure to attend three or more sequential committee meetings without approval from the chair will constitute a de facto notification of intent to resign.
- (3) Vacancies shall be filled by appointment, with the appointed replacement member being bestowed the remainder of the unexpired term.

(g) Meetings.

- (1) The committee shall meet monthly, unless otherwise deemed appropriate by the chair. Agendas shall be drafted by the emergency management coordinator, under the advisement of the committee chair.
- (2) The emergency management coordinator with the assistance of city staff shall make a written report to the city council each quarter to update the council on projects and progress.

[Divisions 8-10 intentionally omitted.]

Chapter 6 Business Regulations

ARTICLE 6.05. FARMERS MARKET

Division 2. Farmers Market Committee

Sec. 6.05.005. Committee membership, meetings.

- (a) Number of members. The committee shall have up to eight members.
- (b) Council liaison. The mayor shall appoint one member of the city council to serve as council liaison to the committee. The council liaison shall serve at the pleasure of the mayor. The council liaison may attend committee meetings and may assist with communication between the committee and the city council, but the council liaison is not a member of the committee, does not vote, and does not count toward the establishment of a quorum.
- (c) Terms of members. Committee members will serve terms of up to two years. Members may be reappointed with no limitation on the number of terms one member may serve.
- (d) Member selection.
 - (1) Every year, city staff will prepare a slate of nominees for city council consideration for all committee positions.
 - (2) Committee members shall be appointed by majority vote of the city council.
 - (3) Committee members must be residents or business owners in the city limits or ETJ or within 150 miles of the city limits. At least two committee members must be market vendors of which one shall be an agricultural producer.

- (4) Although not strictly required, preference for committee membership shall be given to persons who raise, grow or make food products, or artists who make crafts from agricultural products.
- (e) Officers. The chair shall be appointed by the city council from among the membership. A vice-chair shall be selected by the committee members. In the absence of the chair or vice-chair, the remaining committee members may select a person among themselves to preside over a meeting.
- (f) Member removal. The city council may remove committee members by majority vote, with or without cause.
- (g) Resignation; vacancies. A committee member may resign by providing the city secretary written intent to resign. A failure to attend three or more sequential, regular committee meetings will constitute automatic notification of intent to resign. The committee may provide recommendations to the city council related to the removal or appointment of committee members. The city council may fill vacancies by majority vote. Committee members appointed to fill a vacancy will complete the unexpired portion of the term.
- (h) Committee meetings.
 - (1) The committee will meet monthly in person or by electronic means as coordinated with and arranged by city staff. Agendas will be drafted by the market manager.
 - (2) A majority of committee members shall constitute a quorum. The chair shall count toward the establishment of a quorum. Abstentions shall not affect the establishment of a quorum. A quorum is required to take action as the Dripping Springs Farmers Market Committee.
 - (3) The committee is not subject to the Texas Open Meetings Act.
 - (4) The committee's work and work product will be subject to the Public Information Act, Texas Government Code chapter 552.

Exhibit "B"

City of Dripping Springs

CODE OF ORDINANCES

Chapter 1 GENERAL PROVISIONS

ARTICLE 1.02. CITY COUNCIL

Division 2. Meetings

Sec. 1.02.045. City council committees.

- (a) **Council committee member and liaison appointments.** The mayor shall appoint councilmembers, following each municipal election, to the following council committees or liaison positions. A council member appointed under this section shall serve in the capacity provided by the ordinance governing the applicable committee. Unless otherwise provided by ordinance, a council member appointed to a committee under this section ~~These appointed councilmembers~~ shall act as liaisons from their respective committee(s) to the city council.

~~(1) —Economic development committee—~~

~~(21)~~ Transportation committee.

~~(32)~~ Farmers market committee.

~~(43)~~ Emergency management committee.

~~(4)~~ Founders Day committee.

- (b) **Areas of oversight.** The mayor shall appoint councilmembers, following each municipal election, to the following areas of oversight:

(1) Parks.

(2) Public health and safety.

(3) Utilities.

(4) Finance.

(5) Transportation and streets.

(6) Community events and services.

(7) Tourism

- (c) **External and newly formed internal committees.** Unless an ordinance expressly provides otherwise, if an external committee, board, commission, task force, working group, or other similar body, or a newly formed

internal city committee, board, commission, task force, working group, or other similar body, requires or provides for a designated city representative, the mayor shall appoint the city representative. A city representative appointed under this subsection may be a councilmember, city officer, city employee, or other person eligible to serve in the representative capacity, as determined by the mayor and consistent with applicable law and the requirements of the body to which the appointment is made.

- (d) **Term; vacancies.** Appointments made under this section shall be made following each municipal election and shall continue until the mayor makes a successor appointment, unless an earlier vacancy occurs or an ordinance provides a different term. The mayor may fill a vacancy in an appointment made under this section for the remainder of the applicable term.-

Chapter 2 ADMINISTRATION AND PERSONNEL

ARTICLE 2.04. BOARDS, COMMISSIONS AND COMMITTEES

Division 1. Generally

Sec. 2.04.001. Designated city representatives; mayoral appointment.

Unless an ordinance expressly provides otherwise, any designated city representative to an external committee, board, commission, task force, working group, or other similar body, or to a newly formed internal city committee, board, commission, task force, working group, or other similar body, shall be appointed by the mayor. This section controls over any conflicting policy, rule, procedure, or committee practice, but does not alter any appointment required by state law or by an ordinance that expressly provides for a different appointing authority.

Secs. 2.04.~~001~~002—2.04.030. Reserved.

~~*Division 2. Economic Development Committee¹*~~

~~Sec. 2.04.031. Title.~~

~~This division shall be commonly cited as the economic development committee ordinance.-~~

~~Sec. 2.04.032. Purpose.~~

~~This division provides standards for the formation, function, and responsibilities of an advisory economic development committee tasked with representing various citizen groups and their interests as part of the city council's greater discussion of economic development, its design, and its direction.-~~

- ~~(1) —Good government and public safety. To promote the safety of persons and property by preventing:-~~

~~(A) —Uncoordinated transportation development that threatens public safety; or-~~

~~(B) —Disconnected residential and business development that reduces the efficiency and operation of good government and order.-~~

~~Sec. 2.04.033. Scope.~~

~~This division applies to all property within the incorporated municipal boundaries (i.e., city limits) and the extraterritorial jurisdiction (ETJ).~~

~~Sec. 2.04.034. Definitions.~~

~~(a) Rules of interpretation. Words and phrases used in this division shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the Code of Ordinances, shall be given the meanings set forth in the code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense, words in the plural number shall include the singular number (and vice versa), and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.~~

~~(b) Specific definitions.~~

~~Committee: The economic development committee created herein.~~

~~Sec. 2.04.035. Membership; meetings.~~

~~(a) Number of members.~~

~~(1) The committee will have 12 members, one of whom will be the committee chair appointed by the city council.~~

~~(2) The committee may have subcommittees of at least three members, one of whom will be the subcommittee chair designated by the subcommittee at its first meeting. Subcommittees may invite input from non-committee members.~~

~~(b) Terms of members.~~

~~(1) Committee members will be appointed to serve a two-year term. There is no limit as to how many terms a member may serve.~~

~~(2) Terms shall commence June 1st.~~

~~(3) Upon enactment of this section in 2014, the terms of all then-serving committee members shall be extended by operation of this section until June 1st. Prior to that time, all then-serving committee members shall draw lots to determine which four members will be allotted an initial one-year term, and which four members will be allotted a four-year term.~~

~~(c) Member selection.~~

~~(1) As vacancies occur, city staff will prepare a slate of nominees for city council consideration. The slate will include nominees from various citizen groups, including but not limited to historic preservationists, planners, park supporters, the business community, school districts, media, nonprofits, county representatives, and property owners. The slate will only include individuals that city staff has contacted and who have expressed an interest and availability to serve. Potential nominees may express interest in the committee by contacting the city secretary in writing.~~

~~(2) City staff will endeavor to reflect a variety of interests and diverse points of view (current and future) in the list of committee nominees.~~

~~(3) The city council will approve, reject, or modify the list.~~

~~(d) Resignation; vacancies. A committee member may resign by notifying the city secretary in writing of his or her intent to resign. A failure to attend three or more sequential committee meetings will constitute a de-~~

~~facto notification of intent to resign. Members appointed to fill a vacancy will complete the unexpired portion of the term.~~

~~(e) **Meetings.**~~

- ~~(1) The committee will meet monthly at city hall, as coordinated with and arranged by city staff. Agendas will be drafted by the committee chair, under the advisement of committee members.~~
- ~~(2) Committee designated subcommittees may meet more often, as coordinated with and arranged by city staff. Agendas will be drafted by the subcommittee chair, under the advisement of subcommittee members.~~
- ~~(3) The committee chair and any subcommittee chair(s), or his or her designee(s), will attend the first city council meeting of each month to update the council on projects and progress.~~

Sec. 2.04.036. Authority.

The committee has no authority to make decisions binding on the city. The committee's functions are purely advisory and not subject to the Open Meetings Act.

Sec. 2.04.037. Responsibilities.

- ~~(a) The committee is responsible for organizing an inclusive process for assessing community needs and priorities in an orderly fashion, and providing the council with guidance via a proposed economic strategic plan that reflects the skills, creativity, vision, and cooperation of the committee, its members, and its advisors.~~
- ~~(b) After the final economic strategic plan is presented to city council, the committee will continue to advise the council on carrying out the plan.~~
- ~~(c) The city council may at a future date consider the economic strategic plan ready for revision or replacement, at which time the economic strategic plan drafting process described below will begin again.~~

Sec. 2.04.038. Drafting of economic strategic plan.

- ~~(a) **Functions of committee.** The committee's function is to study the city's economic development status, assess opportunities, and suggest guidelines to the city council for collaboration and growth that will effectively move the city from its current status towards future opportunities.~~
- ~~(b) **Contents of plan.** The committee is tasked with drafting an economic strategic plan that identifies:

 - ~~(1) A vision statement to drive future economic development;~~
 - ~~(2) At least three short-term project options that the city can implement/complete in the next three years (such as land-use improvements, marketing campaigns, historic preservation/revitalization, and retaining/attracting business), along with each short-term project's necessary participants, strengths, weaknesses, draft budget, and timeline.~~
 - ~~(3) At least three long-term project options that the city can implement/complete in the next five years (such as transportation improvements and education/employment opportunity improvements), along with each long-term project's necessary participants, strengths, weaknesses, draft budget, and timeline.~~~~

Sec. 2.04.039. Presentation of economic strategic plan.

- ~~(a) **Schedule.** The economic strategic plan will be presented to the city council in written and presentation format in phases over the course of one year. The presentations over the course of the committee's first year will include:

 - ~~(1) Month 1: Organizational/brainstorming report.~~~~

~~(2) Month 2: Vision statement.~~

~~(3) Month 3: Short-term project 1.~~

~~(4) Month 4: Short-term project 2.~~

~~(5) Month 5: Short-term project 3.~~

~~(6) Month 6: Long-term project 1.~~

~~(7) Month 7: Long-term project 2.~~

~~(8) Month 8: Long-term project 3.~~

~~(9) Month 10: Economic strategic plan draft A (products of months one to nine).~~

~~(10) Month 12: Economic strategic plan final draft.~~

~~(b) Public access to information. The committee's work and work product will be subject to the Public Information Act, chapter 552 of the Texas Government Code.~~

Sec. 2.04.040. Support.

~~(a) City staff will provide logistical support to the committee and its subcommittees, as defined by access to city facilities for purposes of public meetings, access to city resources for purposes of copies and communications, and a designated staff liaison to coordinate and direct such support.~~

~~(b) The city website will provide a page via the staff liaison upon which the committee may post:~~

~~(1) Meeting information;~~

~~(2) Agendas and minutes; and~~

~~(3) Resource materials, if any.~~

Division 2. Reserved

Secs. 2.04.031—2.04.040. Reserved.

Division 4. Founders Day Committee

Sec. 2.04.094. Membership; meetings.

(a) Number of members. The committee shall be composed of up to 15 members, including a chairperson, who are known to be interested in the annual Founders Day celebration and who have contributed to its success in previous years. The members shall include members of the organizations and at-large members. The Lions Club shall include three members as representatives of the carnival and the food vendors; the Dripping Springs Cook-Off Club shall include three members as representatives of the cooks participating in the cook-offs; and the St. Martin de Porres Church shall include three members as representatives of the arts and crafts vendors. The city council shall appoint up to six members to serve as at-large members for terms of up to a two-years term. The committee shall inform the city council in writing whenever a vacancy exists in an at-large or organization member position.

~~(b) Council liaison. The mayor shall appoint one member of the city council to serve as council liaison to the committee. The council liaison shall serve at the pleasure of the mayor. The council liaison may attend committee meetings and may assist with communication between the committee and the city council, but the council liaison is not a member of the committee, does not vote, and does not count toward the establishment of a quorum.~~

- (~~bc~~) Nominations for organization representatives. At the time new appointments for members who are organization representatives are needed, the city council or committee shall request nominations from the organizations. Upon request, the Lions Club; the Cook-Off Club; and St. Martin de Porres Church shall provide nominees applications from each of their respective organizations to the committee to serve as committee members. Each nominee application shall be reviewed by the committee. The committee shall make recommendations for each nominee to the city council. The city council shall select members from each organization's nominees to serve for terms of up to two-years ~~terms~~ after review of the committee's recommendations but can reject any or all applications. The city council can request additional nominee applications from the organizations if all vacancies are not filled by the organization's nominations.
- (~~ed~~) Nominations for at-large members. At the time new appointments for at-large members are needed, the city council shall request nominations from the members of the committee and the public for each vacancy. The city secretary shall post on the city website any time a vacancy occurs and shall forward any applications to the committee. The committee may also seek nominee applications and shall review each application for committee membership from applications received by the committee and applications received by the city secretary. The committee shall forward all applications received with recommendations for each at-large nominee to city council. The city council shall select members from the at-large nominations to serve terms of up to two-years ~~terms~~ after review of the committee's recommendations but can reject any or all recommendations or applications. The city council can request additional nominee applications from the committee and the public if all vacancies are not filled by the filed applications. Such nominations shall take into consideration all known parties interested in or participating in the Founders Day celebration at the time such nominations are made.
- (~~de~~) Appointment of chairperson. The city council shall annually appoint a committee member, to serve as chairperson. The committee may provide a recommendation to city council regarding the appointment of chairperson. The city council may appoint co-chairpersons if it deems it appropriate. The committee members shall annually appoint a vice chairperson and a secretary.
- (1) The secretary is responsible for the recording of minutes.
 - (2) The vice chairperson has the following duties: coordinating of subcommittee chairs; reports and serves the chairperson; substitutes for the chairperson in the event of their absence.
 - (3) The chairperson has the following duties: conducts meetings; acts as liaison to the city council; presents yearly wrap-up report to the city council. The city council member appointed by the mayor shall also serve as a liaison from the committee to the city council.
- (~~ef~~) Terms of members. ~~The e~~Committee members other than the city council member appointed by the mayor shall serve terms of up to two years, with terms staggered so that seven positions expire on July 1 of each odd-numbered year and seven positions expire on July 1 of each even-numbered year. Appointments may be made for less than two years as necessary to maintain the staggered terms. The term of the chairperson shall expire on July 1 of each year. The city council member appointed by the mayor shall serve at the pleasure of the mayor, staggered terms with the term of seven members to expire on July 1 of each odd-numbered year, the term of seven members to expire on July 1 of each even-numbered year, and the term of the chairperson to expire on July 1 of each year.
- (~~fg~~) Member selection. The committee shall recommend criteria for its members that shall be followed by its members and used to evaluate removal of its members. The committee's recommended criteria shall be sent to the city council for review. The city council shall review the committee's criteria recommendation and the city council shall approve criteria for the committee's members. The criteria approved by the city council shall be filed with the city secretary and provided to each member, nominee, and organization upon request.
- (~~gh~~) Resignation; removal; vacancies. Members of the committee may be removed from office by the city council at any time by a simple majority vote of the city council, either:
- (1) Upon its own motion; or

- (2) Upon recommendation of the Founders Day Committee chairperson and one other Founders Day Committee member.

- (~~hi~~) Removal of members. Members of the committee may be removed from office by a vote of a simple majority of the total members of the committee if the committee finds that the member is not compliant with the criteria for its members as adopted as described above. If a member is removed by the committee, the committee shall notify the city council of the removal and provide city council with a written statement with the reasoning for removal within ten days of the vote of removal. The removed member may appeal the removal to city council in writing within ten days of removal. The city council shall review the appeal within 30 days at a city council meeting. The city council shall consider the approved criteria, the written statement of the committee, and any information provided by the removed member. The city council shall provide notice of the appeal to the chairperson of the committee. The city council's decision on removal is final. Vacancies created shall be filled as provided by this chapter.
- (~~hj~~) Resignation. A committee member may resign by notifying the city secretary in writing of their intent to resign. A failure to attend three or more sequential committee meetings without approval from the chairperson will constitute a de facto notification of intent to resign. Members appointed to fill a vacancy will complete the unexpired portion of the term.
- (~~jk~~) Quorum. A quorum shall consist of a simple majority of the members, including the chairperson. The chairperson shall have a vote only in the case of a tie vote by the committee members. If no quorum exists, the chairperson may cancel the meeting.
- (~~kl~~) Schedule of meetings. Meetings of the committee shall be held as follows and may be rescheduled or cancelled by the chairperson or vice-chairperson upon notice to the committee members and city secretary:
- (1) January—May: Second and Fourth Monday of each month; and
 - (2) October—December: Second Monday of each month.
- (~~lm~~) Meetings may also be called by the chairperson, at the request of two or more of the committee's members, or at the request of the council.
- (~~nn~~) Committee members unable to attend any meeting shall notify the chairperson as soon as possible, in order to assure a quorum will be present. Any member of the committee absent for three regular consecutive meetings or four regular meetings during the preceding 12-month period of the committee, without having obtained leave of absence at a regular meeting, unless prevented by sickness, shall be deemed to have vacated his or her office.
- (~~oo~~) Meetings shall be generally open to the public but not subject to the Open Meetings Act as an advisory committee. All documents created by or on behalf of the Founders Day Committee shall be city documents which are subject to the city's records retention schedules and the Texas Public Information Act as set forth in chapter 552 of the Texas Government Code, as amended.

Division 6. Transportation Committee

Sec. 2.04.155. Membership; meetings.

- (a) Number of members.
- (1) The committee will have nine voting members, one of whom will be the committee chair appointed by the city council. A vice-chair will be selected by the chair and approved by a majority of the transportation committee members. The vice-chair will serve as the chair in the absence of the chair.
 - (2) Five municipal members of the committee are:
 - (A) A member ~~from of~~ city council appointed by the mayor;

- (B) A member from planning and zoning commission;
- (C) The planning director; ~~and~~
- (D) The city engineer; and
- (E) A representative of the Dripping Springs Independent School District.

~~The city council and~~ The mayor shall appoint the city council member to serve on the committee. ~~The city council and~~ planning and zoning commission shall nominate and vote on ~~their~~ its respective member to serve on the committee. The Dripping Springs Independent School District Superintendent shall provide a recommendation for ~~their~~ the district representative to be approved by the city council.

- (3) Four public members of the committee shall be residents of either the city limits or its ETJ. No less than one public member will reside within the city limits.
 - (4) The committee may have subcommittees of at least three members, one of whom will be the subcommittee chair designated by the subcommittee at its first meeting. A vice-chair will be selected by the chair and approved by a majority of the subcommittee members. The vice chair will serve as the subcommittee chair in the absence of the chair. Subcommittees may invite input from non-committee members.
 - (5) The committee may add non-voting members on an as-needed basis as approved by a majority of the committee.
- (b) Terms of members.
- (1) Municipal members of the committee will serve at the pleasure of the bodies that appointed them. The city council member appointed by the mayor shall serve at the pleasure of the mayor. The public committee members will serve terms of up to a two-year term, at the will of the city council. There is no limit as to how many terms a member may serve.
 - (2) The chair and vice-chair will serve a one-year term, at the will of city council. There is no limit as to how many terms the chair or vice-chair may serve.
 - (3) Vacancies may be filled by appointment, with the appointed replacement member being bestowed the remainder of the unexpired term.
- (c) Member selection.
- (1) Every two years ~~on~~ in even years starting in June 2014, city staff will prepare a slate of nominees for city council consideration for public member appointments. Public member appointments shall be for terms of up to two years. The slate will include nominees including but not limited to those with a background and experience in civil engineering, land/transportation planning, real estate/development, business ownership, and alternative mobility. The slate will only include individuals that city staff has contacted and who have expressed an interest and availability to serve. Potential nominees may express interest in the committee by contacting the city secretary in writing.
 - (2) The city council will approve, reject, or modify the list.
- (d) Resignation; vacancies. A committee member may resign by notifying the city secretary in writing of his or her intent to resign. A failure to attend three or more sequential committee meetings without approval from the chair will constitute a de facto notification of intent to resign. Members appointed to fill a vacancy will complete the unexpired portion of the term.
- (e) Meetings.
- (1) The committee will meet monthly at city hall, as coordinated with and arranged by city staff. Agendas will be drafted by the committee chair, under the advisement of committee members.

- (2) Committee designated subcommittees may meet more often, as coordinated with and arranged by city staff. Agendas will be drafted by the subcommittee chair, under the advisement of subcommittee members.
- (3) The committee will make a report to the city council at the first meeting of each month to update the council on projects and progress.

Division 7. Emergency Management Committee

Sec. 2.04.195. Membership; meetings.

- (a) Liability. The City of Dripping Springs Texas Municipal League liability coverage shall include the members of the committee to the extent allowed by law. The city attorney shall advise and represent the committee, as appropriate.
- (b) Ethical standards. Committee members shall comply with all ethical standards applied to officers of the city as stated in article 2.02 of the City of Dripping Springs Code of Ordinances.
- (c) Number of members. The committee shall have the following nine-eleven voting members, ~~one each~~:
 - (1) A member of the city council appointed by the mayor;
 - (2) An At-at-large member that shall reside in Hays County;
 - (23) Chamber of commerce representative;
 - (34) Hays County CERT (Community Emergency Response Team) representative;
 - (45) Hays County Constable or designee;
 - (6) Hays County Sheriff or designee;-
 - (57) Emergency Services District Number 1 representative;
 - (68) Emergency Services District Number 6 representative;
 - (79) Hays County Emergency Manager or designee;
 - (810) Dripping Springs Independent School District representative; and
 - (911) Hays County Fire Marshal or designee.
- (d) Terms of members and chair and vice-chair.
 - (1) Each committee member shall serve terms of up to a two-year term, at the will of the city council. There is no limit as to how many terms a member may serve.
 - (2) A member of the city council shall be member appointed by the mayor to serve as a chair for a term of one year, unless the mayor appoints another city council member to serve as chair before the expiration of the term. The committee shall elect from its membership a vice-chair to serve for a term of one year. There is no limit to the number of terms the chair or vice-chair may serve. In the event that the chair or vice-chair are absent, the emergency management coordinator shall preside.
- (e) Member selection.
 - (1) Each year staff shall prepare a slate of nominees for city council consideration. The slate shall include nominees with a background and experience in those activities related to emergency management. The chair shall provide a recommendation for members seeking appointment or reappointment.
 - (2) The city council shall approve, reject, or modify the slate of nominees.
- (f) Resignation and vacancies.
 - (1) A committee member may resign by notifying the city secretary in writing of their intent to resign.

- (2) A failure to attend three or more sequential committee meetings without approval from the chair will constitute a de facto notification of intent to resign.
- (3) Vacancies shall be filled by appointment, with the appointed replacement member being bestowed the remainder of the unexpired term.
- (g) Meetings.
 - (1) The committee shall meet monthly, unless otherwise deemed appropriate by the chair. Agendas shall be drafted by the emergency management coordinator, under the advisement of the committee chair.
 - (2) The emergency management coordinator with the assistance of city staff shall make a written report to the city council each quarter to update the council on projects and progress.

Chapter 6 Business Regulations

ARTICLE 6.05. FARMERS MARKET

Division 2. Farmers Market Committee

Sec. 6.05.005. Committee membership, meetings.

- (a) Number of members. The committee shall have up to eight members.
- (b) Council liaison. The mayor shall appoint one member of the city council to serve as council liaison to the committee. The council liaison shall serve at the pleasure of the mayor. The council liaison may attend committee meetings and may assist with communication between the committee and the city council, but the council liaison is not a member of the committee, does not vote, and does not count toward the establishment of a quorum.
- (cb) Terms of members. Committee members will serve terms of -up to two -years- terms. Members may be reappointed with no limitation on the number of terms one member may serve.
- (de) Member selection.
 - (1) Every year, city staff will prepare a slate of nominees for city council consideration for all committee positions.
 - (2) Committee members shall be appointed by majority vote of the city council.
 - (3) Committee members must be residents or business owners in the city limits or ETJ or within 150 miles of the city limits. At least two committee members must be market vendors of which one shall be an agricultural producer.
 - (4) Although not strictly required, preference for committee membership shall be given to persons who raise, grow or make food products, or artists who make crafts from agricultural products.
- (ed) Officers. The chair shall be appointed by the city council from among the membership. A vice-chair shall be selected by the committee members. In the absence of the chair or vice-chair, the remaining committee members may select a person among themselves to preside over a meeting.
- (ef) Member removal. The city council may remove committee members by majority vote, with or without cause.

(fg) Resignation; vacancies. A committee member may resign by providing the city secretary written intent to resign. A failure to attend three or more sequential, regular committee meetings will constitute automatic notification of intent to resign. The committee may provide recommendations to the city council related to the removal or appointment of committee members. The city council may fill vacancies by majority vote. Committee members appointed to fill a vacancy will complete the unexpired portion of the term.

(gh) Committee meetings.

- (1) The committee will meet monthly in person or by electronic means as coordinated with and arranged by city staff. Agendas will be drafted by the market manager.
- (2) A ~~minimum of four~~ majority of committee members shall constitute a quorum. The chair shall count toward the establishment of a quorum. Abstentions shall not affect the establishment of a quorum. A quorum is required to take action as the Dripping Springs Farmers Market Committee.
- (3) The committee is not subject to the Texas Open Meetings Act.
- (4) The committee's work and work product will be subject to the Public Information Act, Texas Government Code chapter 552.



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

Submitted By: Diana Boone, City Secretary

Council Meeting Date: July 21, 2026

Agenda Item Wording: Discussion and possible action regarding the appointment of Hays County Sheriff's Department representative Captain Shane Smith to the Emergency Management Committee for a term ending January 1, 2028.

Agenda Item Requestor: Roman Baligad, Emergency Preparedness and Homeland Security Director

Summary/Background: During the May 19th City Council meeting Council Member Tahuahua, Chair of the Emergency Management Committee, suggested adding a representative from the Hays County Sheriff's Department to the committee. The proposed candidate has since completed an application and the appointment along with the amendment to the ordinance has been presented to the Emergency Management Committee for discussion and feedback.

Sec. 2.04.195. Membership; meetings.

- (a) Liability. The City of Dripping Springs Texas Municipal League liability coverage shall include the members of the committee to the extent allowed by law. The city attorney shall advise and represent the committee, as appropriate.
- (b) Ethical standards. Committee members shall comply with all ethical standards applied to officers of the city as stated in article 2.02 of the City of Dripping Springs Code of Ordinances.
- (c) Number of members. The committee shall have the following nine-eleven voting members, ~~one each~~:
 - (1) A member of the city council appointed by the mayor;
 - (2) An At-at-large member that shall reside in Hays County;
 - (23) Chamber of commerce representative;
 - (34) Hays County CERT (Community Emergency Response Team) representative;
 - (45) Hays County Constable or designee;
 - (6) Hays County Sheriff or designee;
 - (57) Emergency Services District Number 1 representative;
 - (68) Emergency Services District Number 6 representative;

- (~~79~~) Hays County Emergency Manager or designee;
 (~~810~~) Dripping Springs Independent School District representative; and
 (~~911~~) Hays County Fire Marshal or designee.

(d) Terms of members and chair and vice-chair.

- (1) Each committee member shall serve ~~terms of up to a two-year term~~, at the will of the city council. There is no limit as to how many terms a member may serve.
- (2) ~~A member of the~~ The city council ~~shall be~~ remember appointed by the mayor to serve as a chair for a term of one year , unless the mayor appoints another city council member to serve as chair before the expiration of the term.. The committee shall elect from its membership a vice-chair to serve for a term of one year. There is no limit to the number of terms the chair or vice-chair may serve. In the event that the chair or vice-chair are absent, the emergency management coordinator shall preside.

**Commission
Recommendations:**

The Emergency Management Committee recommends approval.

**Recommended
Council Actions:**

Appointment is at Council's discretion

Attachments:

Application

Next Steps/Schedule:

1. Notify new member
2. Update website and master roster
3. Notify committee members
4. Send meeting calendar invite to new appointment



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

Submitted By: Michelle Fischer, City Secretary

Council Meeting Date: July 7, 2026

Agenda Item Wording: Mayoral Appointment of Council Member to the Hays County Mental Health Coordinating Committee

Agenda Item Requestor:

Summary/Background: The Hays County Mental Health Coordinating Committee (MHCC) consists of members from countywide governing bodies and service providers who are committed to function as a point of advisory, accountability, planning, and resource coordination for all countywide behavioral health services.

Currently Council Member Parks serves on the Committee.

The minutes of the Committee's May 6th meeting are attached.



Hays Mental Health Coordinating Committee Meeting Minutes
May 6th, 2026
12PM
Microsoft Teams

1. Consent Agenda

The previous meeting minutes were reviewed and approved.

2. Reports and Presentations

Mental Health Navigation Program Presentation

Alex Reed, Division Manager for Denton County Public Health, provided a presentation on Denton County's Mental Health Navigation Program. The presentation highlighted their service model, implementation process, and strategies for connecting residents to behavioral health resources. The group discussed potential opportunities to learn from Denton County's approach as Hays County continues strengthening its own behavioral health infrastructure.

Jail-Based Competency Restoration (JBCR) Updates

The group shared that the JBCR program recently celebrated a participant graduation. Additional participants are expected to enter the program in the coming weeks.

Assisted Outpatient Treatment (AOT) Updates

The AOT Court continues to report positive outcomes and ongoing success among participants currently enrolled in the program.

Youth Mental Health Work Group (YMHWG) and Adult Mental Health Work Group (AMHWG) Updates

Several upcoming community events were shared with the group:

- *Vibrant Visions* hosted by Community Action and the CORE4 group will take place on May 7th from 6:00 PM to 8:30 PM. The event flyer will be attached for reference.
- The Behavioral Health Department will host an *Embodied Drumming Experience* on May 23rd as part of Mental Health Awareness Month programming.

Behavioral Health 360 Update

An update was provided on CredibleMind. The platform is currently pending approval from Commissioners Court and, if approved, is expected to launch this summer. The platform will provide behavioral health resources and support tools for Hays County residents.

Mobile Integrated Health (MIH) Initiative Update

Izzy provided updates on the proposed Mobile Integrated Health (MIH) model, which now includes one community paramedic and one social worker. The group reviewed potential financial contributions from each city and discussed opportunities to present the proposal to city council members represented within MHCC. Additional discussion focused on identifying next steps to move the initiative forward.

Behavioral Advisory Team (BAT) Update

The group received updates regarding the Behavioral Advisory Team's restructuring and reprocessing efforts. Members discussed reviewing best practices from Substance Abuse and Mental Health Services Administration (SAMHSA) related to diversion models to help guide future priorities.

Mental Health Investment Data Update

Izzy shared that she is currently working with the Health Department's Data Program Specialist to analyze and contextualize county mental health investment data. A more comprehensive review will be shared with the group during the June meeting.

3. Next Steps and Action Items

Community Mental Health Interventions for Local Governments

The group will continue its ongoing discussion regarding community mental health interventions for local governments, including goal setting and identifying small wins to prioritize moving forward. This discussion will continue during the June meeting.

4. Adjournment

The meeting adjourned at 1:00 PM.

Next meeting is June 3rd at noon on Teams