



Planning & Zoning Commission Regular Meeting

Dripping Springs City Hall

511 Mercer Street - Dripping Springs, Texas

Tuesday, February 24, 2026, at 6:00 PM

AGENDA

CALL TO ORDER AND ROLL CALL

Commission Members

Mim James, Chair

Tammie Williamson, Vice Chair

Christian Bourguignon

Doug Crosson

Eugene Foster

Douglas Shumway

Evelyn Strong

Staff, Consultants & Appointed/Elected Officials

Planning Director Tory Carpenter

Senior Planner Sara Varvarigos

City Attorney Aniz Alani

City Secretary Diana Boone

IT Director Jason Weinstock

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

A member of the public who wishes to address the Commission regarding items on the posted agenda may do so at Presentation of Citizens. For items posted with a Public Hearing, the Commission requests that members of the public hold their comments until the item is presented for consideration. Members of the public wishing to address matters not listed on the posted agenda may do so at Presentation of Citizens. Speakers are allotted two (2) minutes each and regarding issues not on the agenda and two (2) minutes per item on the agenda may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the Commission. Speakers are encouraged to sign in to speak, but it is not required. By law no action shall be taken during Presentation of Citizens.

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 Commission or City staff.

- 1. Consider approval of the January 27, 2026 Planning & Zoning Commission special meeting minutes.**

BUSINESS AGENDA

- 2. Public hearing, discussion, and recommendation for VAR2026-002: variance request to construct an accessory structure within the rear building setback at 613 Hazy Hills Loop in the Headwaters subdivision development. Applicant: Carlos Castillo on behalf of Corey King, property owner.**
 - a. Applicant Presentation
 - b. Staff Report
 - c. Public Hearing
 - d. Variance

PLANNING REPORTS

Reports listed are on file and available for review upon request. The Commission may provide staff direction; however, no action shall be taken.

- 3. Planning Department Report.** Tory Carpenter, Planning Director

CLOSED SESSION

The Commission 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.

UPCOMING MEETINGS

Planning & Zoning Commission Meetings

March 24, 2026, at 6:00 p.m.

April 28, 2026, at 6:00 p.m.

May 26, 2026, at 6:00 p.m.

June 23, 2026, at 6:00 p.m.

City Council & Board of Adjustment Meetings

March 3, 2026, at 6:00 p.m.

March 17, 2026, at 6:00 p.m.

April 7, 2026, at 6:00 p.m.

April 21, 2026, at 6:00 p.m.

May 5, 2026, at 6:00 p.m.

May 19, 2026, at 6:00 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 February, 18, 2026 at 5:00 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.



Planning & Zoning Commission Special Meeting

Dripping Springs City Hall

511 Mercer Street - Dripping Springs, Texas

Tuesday, January 27, 2026, at 6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

With a quorum of commissioners present, Chair James called the meeting to order at 6:00 p.m.

Commission Members Present

Mim James, Chair
Tammie Williamson, Vice Chair
Doug Crosson
Eugene Foster

Commission Members Absent

Christian Bourguignon
Douglas Shumway
Evelyn Strong

Staff, Consultants & Appointed/Elected Officials

Planning Director Tory Carpenter
Senior Planner Sara Varvarigos
City Attorney Aniz Alani
City Secretary Diana Boone
Mayor Pro Tem Taline Manassian

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Commissioner Foster

PRESENTATION OF CITIZENS

A member of the public who wishes to address the Commission regarding items on the posted agenda may do so at Presentation of Citizens. For items posted with a Public Hearing, the Commission requests that members of the public hold their comments until the item is presented for consideration. Members of the public wishing to address matters not listed on the posted agenda may do so at Presentation of Citizens. Speakers are allotted two (2) minutes each and regarding issues not on the agenda and two (2) minutes per item on the agenda may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the Commission. Speakers are encouraged to sign in to speak, but it is not required. By law no action shall be taken during Presentation of Citizens.

No one spoke during Presentation of Citizens.

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 Commission or City staff.

1. **Consider approval of the October 28, 2025 Planning & Zoning Commission regular meeting minutes.**

A motion was made by Vice Chair Williamson and seconded by Commissioner Crosson, to approve the October 28, 2025 meeting minutes.

The motion to approve carried 3 to 1, with Commissioner Foster abstaining.

BUSINESS AGENDA

2. **Public hearing and consideration of recommending an Ordinance approving a Zoning Map Amendment regarding ZA2025-002: Rezoning the 14-acre Fellers tract located at 1300 Creek Rd from Agriculture (AG) to Moderate Density Residential (SF-2) upon its Annexation into city limits.** *Applicant: Pat Hegelson (Tri Pointe Homes) on behalf of Cypress Forks Ranch LP.*

- a. Applicant Presentation

Pat Hegelson with Tri Pointe Homes spoke and requested a zoning amendment from Agricultural to Moderate Density Residential.

- b. Staff Report

Senior Planner Sara Varvarigos presented the staff report and recommended approval of the zoning amendment as presented.

- c. Public Hearing

Resident Dade Shields expressed concerns related to residential density and minimum lot size requirements.

- d. Ordinance

A motion was made by Commissioner Foster and seconded by Commissioner Crosson, to approve the Zoning Map Amendment as recommended by staff.

The motion to approve carried unanimously 4 to 0.

3. **Discuss and consider approval of the 2026 Planning & Zoning Commission meeting calendar.**

A motion was made by Commissioner Crosson and seconded by Vice Chair Williamson, to approve the 2026 Planning & Zoning Commission meeting calendar with changes to the

November and December meeting dates. The November meeting will be held on November 16, 2026 and the December meeting will be held on December 17, 2026.

PLANNING REPORTS

Reports listed are on file and available for review upon request. The Commission may provide staff direction; however, no action shall be taken.

4. Planning Department Report: Tory Carpenter, Planning Director

Planning Director Tory Carpenter presented the update.

No action was taken.

CLOSED SESSION

The Commission 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.

The commission did not meet in Closed Session.

ADJOURN

A motion was made by Commissioner Foster and seconded by Vice Chair Williamson, to adjourn the meeting. The motion carried unanimously 4 to 0.

The meeting was adjourned at 7:31 p.m.



Planning and Zoning Commission

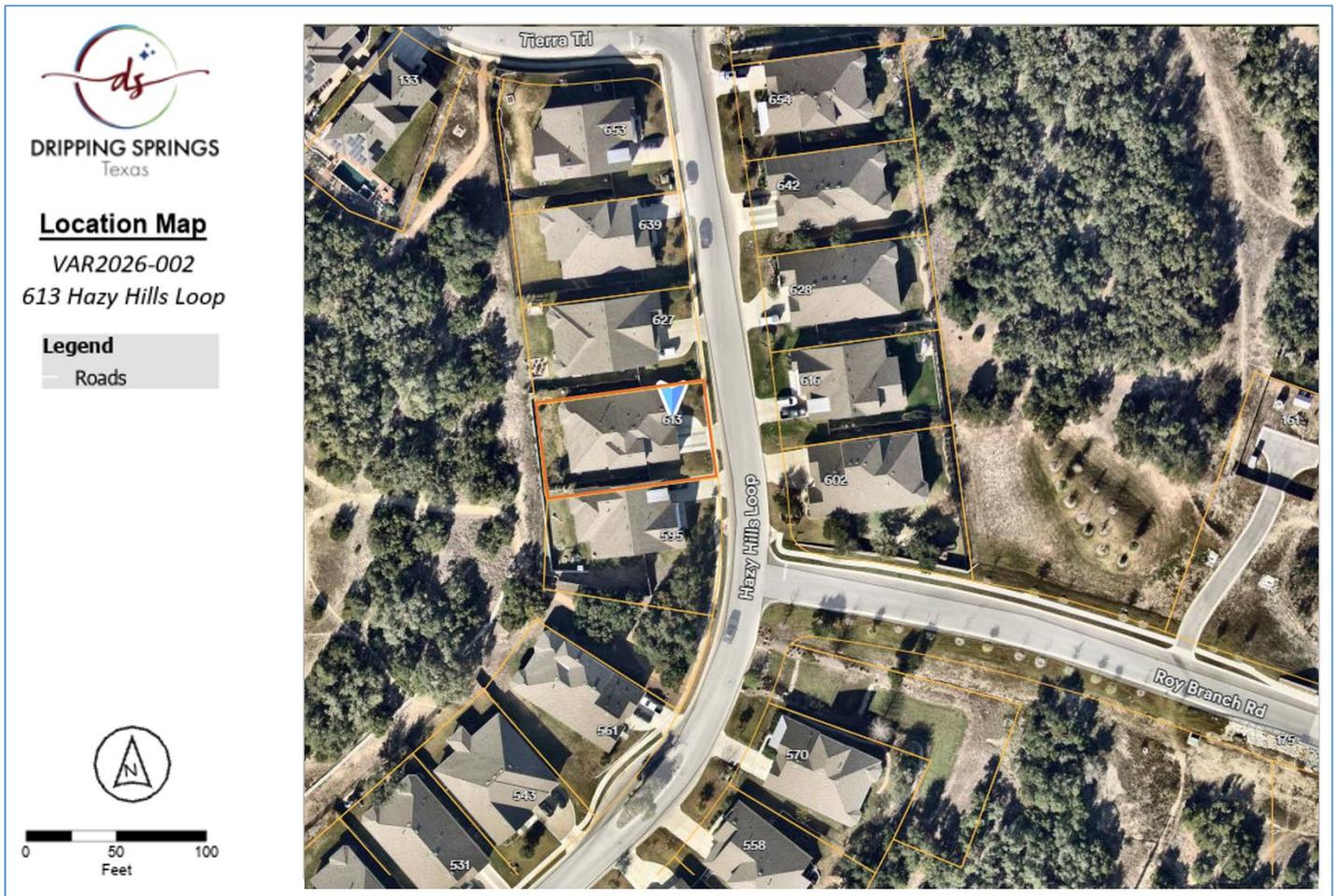
Planning Department Staff Report

Item 2.

Planning and Zoning Commission Meeting: February 24, 2026
Project No: VAR2026-002
Project Planner: Sara Varvarigos, AICP, Senior Planner

Item Details

Project Name: N/A
Property Location: 613 Hazy Hills Loop
Legal Description: Headwaters at Barton Creek Phase 1, Block B, Lot 27, Acres 0.2009 (8,752 SF)
Applicant: Carlos Castillo
Property Owner: Cory King
Request: Applicant is requesting a variance to allow a pergola within the rear property setback and increase the maximum impervious cover permitted on site



Overview

This variance request is associated with a requested building permit for a cantilevered pergola at 613 Hazy Hills Loop. This property is located in Phase 1 of the Headwaters subdivision. As such, it is subject to the Headwaters at Barton Creek Development Agreement and Phase 1 Plat development requirements. These documents establish a minimum rear yard setback of 20' and a side yard setback of 5', as well as a maximum impervious cover of 50% for all residential lots. The existing yard setbacks and impervious cover (49.5%) of 613 Hazy Hills Loop are shown in the Plot Plan below:

LEGEND	
SYMBOLS	DESCRIPTION
—	BOUNDARY LINE
- - -	EASEMENT LINE
—	BUILDING LINE
●	PROPERTY PIN
---	B.S.L. BUILDING SETBACK LINE
---	P.U.E. PUBLIC UTILITY EASEMENT
---	R.O.W. RIGHT OF WAY
(S.I.C.)	POSSIBLE SCRIBENERS ERROR
()	RECORD INFORMATION

FENCE NOTE:

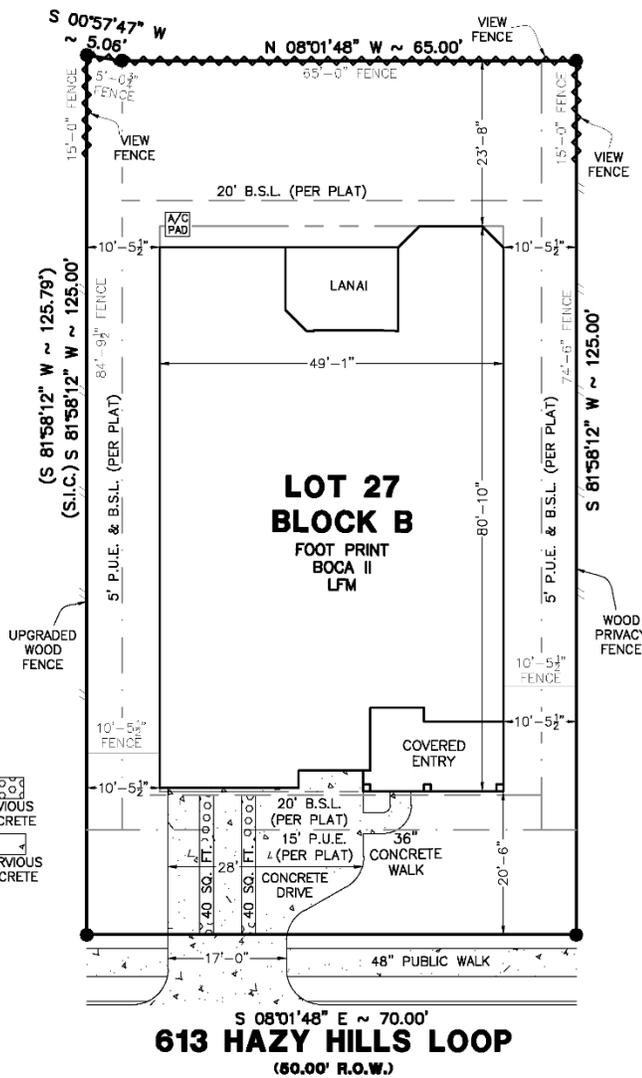
DIMENSIONS GIVEN FOR FENCELINE ARE FOR TAKE OFF PURPOSES ONLY AND SHALL NOT BE USED TO LOCATE BUILDING ON LOT.

FENCE LENGTH: 280 LINEAR FT. (APPROX.)

PLOT PLAN



SCALE: 1" = 20'

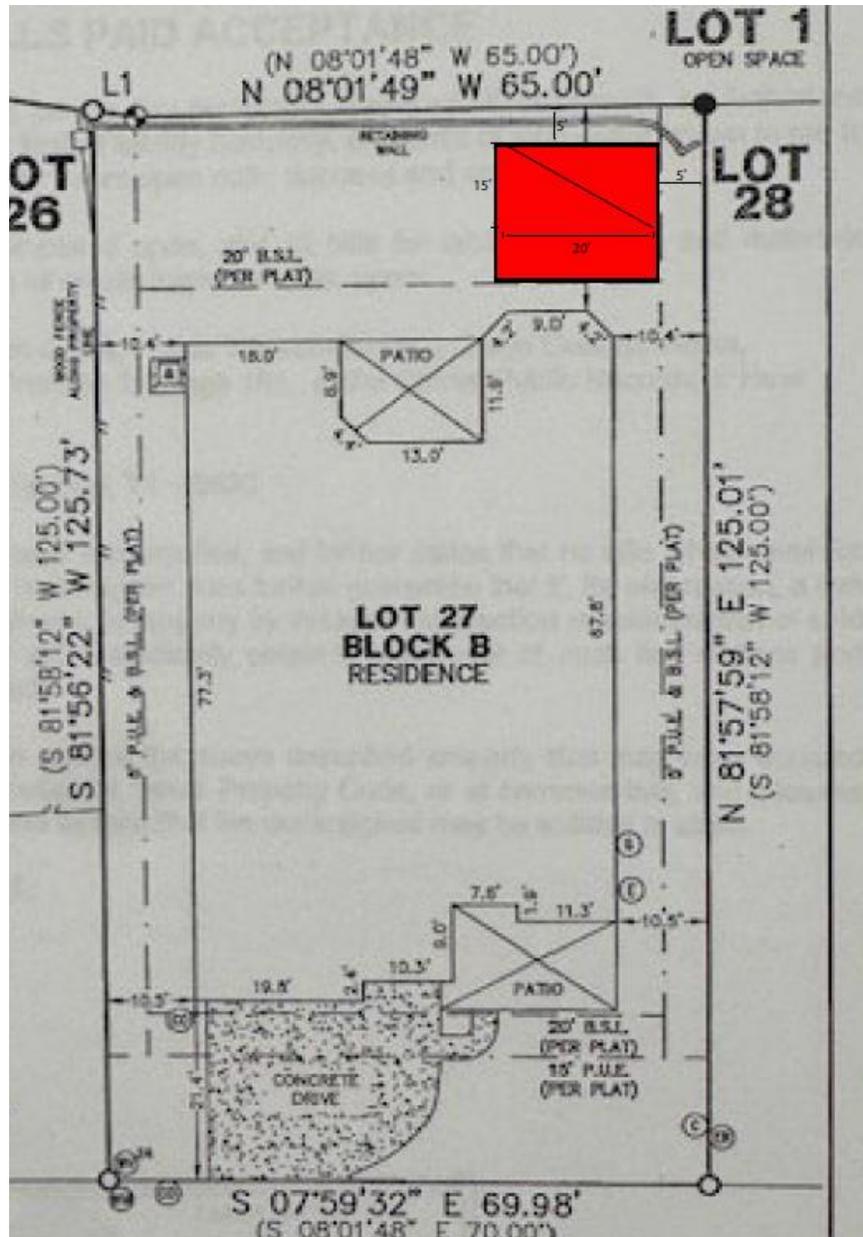


IMPERVIOUS COVER:		
Lot Area:	8752	ft ²
Slab Area:	3818	ft ²
Flat Work Area:	513	ft ²
Total Concrete Area:	4331	ft ²
Percentage of Impervious Cover:	49.49%	

FLATWORK AREA:		
Private Walk:	26	ft ²
Private Drive:	475	ft ²
A/C Pad:	12	ft ²
Public Approach:	181	ft ²
Public Walk:	212	ft ²
TOTAL FLATWORK:	906	ft ² (Approx.)

SOD TABLE:		
Fence Length:	280	linear ft
Front Yard:	132	yd ²
Rear Yard (Approx.):	361	yd ²
Front R.O.W. (Approx.):	32	yd ²
TOTAL SOD:	524	yd ²

The applicant is proposing to add a 1-story pergola measuring 20' wide x 15' deep x 10' height (refer to Attachment 1), which would encroach 15' into the property's required 20' rear yard building setback, as shown in the proposed site plan exhibit below. It would also add approximately 300 SF of impervious cover to the 8,752 SF lot, increasing the impervious cover from 49.5% to 53%, which is over the maximum permitted impervious cover of 50% for residential lots.



Summary of Site Plan Elements	Site Area (SF)	Impervious Cover
Residential Lot	8,752	50% Max Imp. Cover
Existing Slab	3,818	43.6%
Existing Flat Work	513	5.9%
Total Existing Impervious Area	4,331	49.5% (Under 50% Max)
Proposed Pergola Addition	300	3.4%
Total Proposed Impervious Area	4,631	53% (Over 50% Max)

The current residential development requirements for Phase 1 of the Headwaters development, and the requested variances for 613 Hazy Hills Loop are summarized in the table below:

Development Agreement and Plat Requirement for Residential Lots in Headwaters Phase 1	Applicant Variance Request	Difference
Structures must be set back at least 20' from the rear property line and 5' from the side yard property line (refer to attachment 2, Phase 1 Plat notes).	Applicant is proposing to place the accessory structure approximately 5' from the rear and side yard property lines.	A 5' setback from the rear property line will result in a 15' encroachment into the required 20' rear setback line
Residential lots must have a maximum permitted impervious cover of 50% (refer to attachment 3, section 3.2.5 of Headwaters at Barton Creek DA).	Applicant is proposing to increase the impervious cover of the lot to 53%	The proposed impervious cover will result in a 3% increase over the maximum impervious cover permitted for residential lots

In order to qualify for a variance, an applicant must identify unique conditions or constraints on their property that would result in undue hardship if the City's ordinance is applied to the property as-is. The applicant for 613 Hazy Hills Loop submitted the following description of the property's hardship and reason for this variance request:

"The hardship necessitating this variance arises from the unique physical constraints of the property, as the majority of the rear yard lies within the required building setback area, leaving only approximately 1-2 feet of usable building area. This condition is not self-created and results from the lot configuration and applicable zoning regulations, effectively preventing reasonable use of the backyard for customary accessory structures or outdoor improvements. Without variance relief, the property owner is deprived of the ability to utilize the rear yard in a manner consistent with similarly situated properties, and the requested variance represents the minimum relief required to alleviate this practical difficulty."

Analysis of Surrounding Properties

The properties surrounding the site are primarily residential and located within Phase 1 of the Headwaters Development. As such, they are subject to the same impervious cover and building setback requirements as 613 Hazy Hills Loop. The surrounding properties' lot sizes, building footprints and layouts also appear to be consistent with the property located at 613 Hazy Hills Loop.

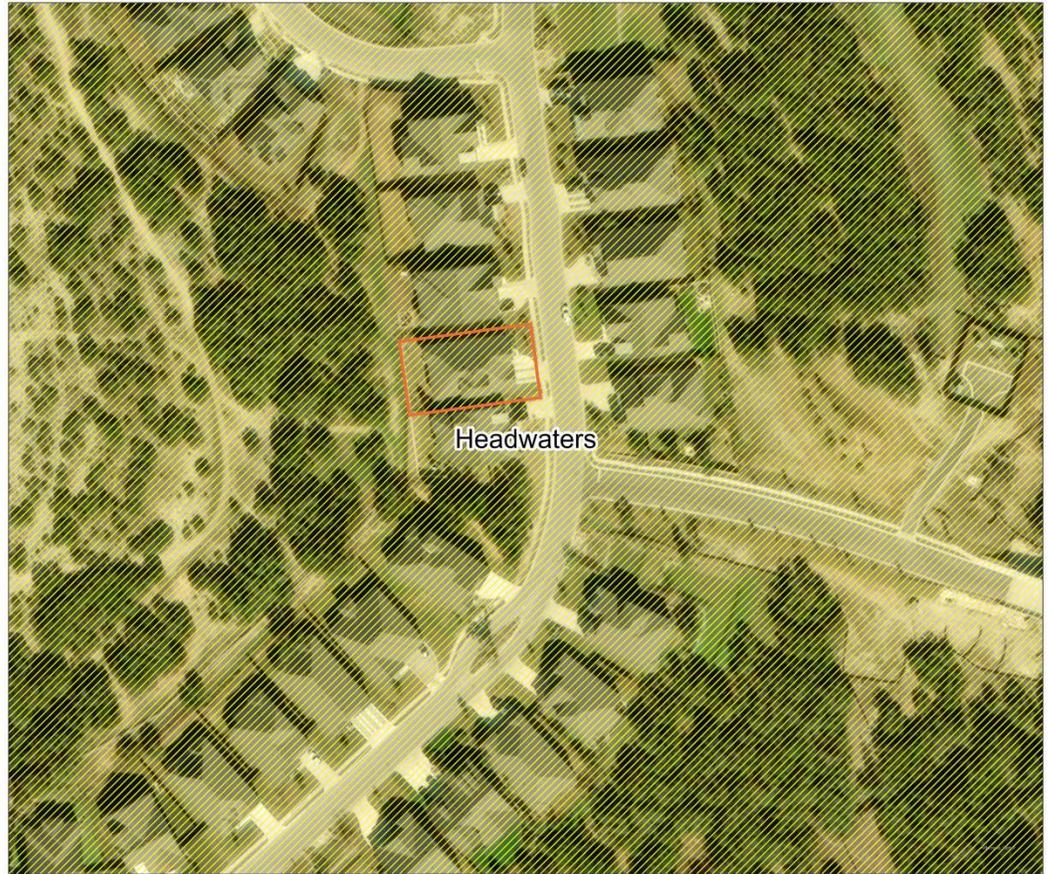
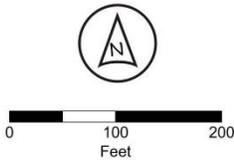
The property at 613 Hazy Hills Loop does not appear to embody any unique constraints or physical characteristics that would result in a hardship meriting a variance.



Zoning Map
VAR2026-002
613 Hazy Hills Loop

Legend

	Roads
	Development Agreements



Direction	Zoning District	Existing Land Use
North	ETJ- Headwaters DA	Single Family
East	ETJ- Headwaters DA	Single Family
South	ETJ- Headwaters DA	Single Family
West	ETJ- Headwaters DA	Open Space

In order to meet the threshold for approval of a variance request, a variance application must meet the approval criteria set out in section 2.22.2 of the Zoning Ordinance. The variance approval criteria and staff analysis of the variance application are presented below.

Approval Criteria for Variance (2.22.2-Zoning Ordinance)

Variance Approval Criteria	Staff Analysis of Variance Application
a. there are special circumstances or conditions affecting the land involved such that the literal enforcement of the provisions of this Chapter would deprive the applicant of the reasonable use of the land; and	There are no special circumstances or conditions affecting the property at 613 Hazy Hills Loop. All other residential properties in Phase 1 of Headwaters at Barton Creek Development have the same setbacks and maximum impervious cover requirements, and similar building layouts and lot sizes.
b. the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant; and by preserving the natural features and topography of the land; and	Staff does not consider placing a pergola within the rear yard setback to be necessary for the enjoyment of the property, nor would it contribute to preserving the natural features and topography of the land. The intent of

	the current property setback lines is to maintain a lower density of development and a higher level of privacy between lots.
c. the granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property within the area; and	Granting this variance will be detrimental as it may encourage significantly more variance applications that are inconsistent with the original intent of the ordinance, and will ultimately: <ol style="list-style-type: none"> 1. erode the overall character of the development (as caused by new buildings encroaching into minimum building setbacks) 2. Undermine the water quality protections that are currently in place through the imposition of maximum impervious cover requirements for residential lots (50%) and the overall Headwaters development project (15%). Residential properties in Headwaters must individually respect the 50% maximum impervious cover for their lots, for the aggregated Headwaters development to cumulatively respect its overall 15% impervious requirement. Staying below these impervious cover limits is essential for the Headwaters community to continue to meet its water quality and drainage requirements and obligations. Maintaining water quality and drainage controls through the enforcement of impervious cover limits ultimately contributes to the public health, safety and welfare of Dripping Springs.
d. the granting of the variance constitutes a minimal departure from this Chapter; and	The granting of the variance would introduce an encroachment of 15 ‘ within a 20’ rear yard setback, which is significant. In addition, the impervious cover of the property would be increased to 53%, which is over the maximum permitted 50% for residential lots.
e. the subject circumstances or conditions giving rise to the alleged hardship are not self-imposed, are not based solely on economic gain or loss, and do not generally affect most properties in the vicinity of the property; and	There are no apparent circumstances or conditions giving rise to a hardship on this property. The applicant may explore other shade structure alternatives such as installing a retractable awning on their residential building, as other property owners in Headwaters development have done.
f. Granting the variance is in harmony with the spirit, general purpose, and intent of this Chapter so that: <ol style="list-style-type: none"> 1. the public health, safety and welfare may be secured; and 2. that substantial justice may be done. 	Granting this variance request would be inconsistent with the intent of the Ordinance variance chapter, as it does not ultimately contribute to securing public health, safety and welfare, and it does not reverse a substantial injustice on the property.

Summary and Recommendation

Staff recommends denial of the variance request.

Public Notification

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the Variance request. No public comments were received as of the date of posting of this staff report.

Meetings Schedule

February 24, 2026, Planning & Zoning Commission

April 7, 2026, Board of Adjustments

Attachments

Attachment 1 – Variance Application

Attachment 2 – Headwaters Phase 1 Plat

Attachment 3 – Headwaters at Barton Creek Development Agreement

Attachment 4 – Existing Conditions Site Plan

Recommended Action	Recommend denial of the requested variance
Alternatives/Options	Recommend approval of the variance with no or alternate conditions.
Budget/Financial impact	N/A
Public comments	None received at this time
Enforcement Issues	N/A
Comprehensive Plan Element	N/A



CITY OF DRIPPING SPRINGS

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

• 512.858.4725 • www.cityofdrippingsprings.com

ALTERNATIVE STANDARD/SPECIAL EXCEPTION/VARIANCE/WAIVER APPLICATION

Case Number (staff use only): _____

CONTACT INFORMATION

PROPERTY OWNER NAME Corey King
STREET ADDRESS 613 Hazy Hills Loop
CITY Dripping Springs STATE Texas ZIP CODE 78620
PHONE 832-687-9743 EMAIL [REDACTED]

APPLICANT NAME Carlos Castillo
COMPANY 37th Aluminum
STREET ADDRESS 655 Riley Fuzzel Road
CITY Spring STATE Texas ZIP CODE 77373
PHONE 832-832-0737 EMAIL [REDACTED]

APPLICATION TYPE

ALTERNATIVE STANDARD VARIANCE

SPECIAL EXCEPTION WAIVER

PROPERTY INFORMATION	
PROJECT NAME	A Cantilevered freestanding Pergola
PROPERTY ADDRESS	613 Hazy Hills Loop
CURRENT LEGAL DESCRIPTION	
TAX ID#	148803
LOCATED IN	<input type="checkbox"/> CITY LIMITS <input checked="" type="checkbox"/> EXTRATERRITORIAL JURISDICTION <input type="checkbox"/> HISTORIC DISTRICT OVERLAY

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

The APPLICANT REQUESTS APPROVAL to construct a structurally engineered Pergola as an accessory structure.

Section 16.1 minimum building setback lines
 16.2 Encroachments

- o Description of the hardship or reasons the Alternative Standard/Special Exception/Variance

/ Waiver is being requested: The hardship necessitating this variance arises from the unique physical constraints of the property, as the majority of the rear yard lies within the required building setback area, leaving only approximately 1-2 feet of usable building area. This condition is not self-created and results from the lot configuration and applicable zoning regulations, effectively preventing reasonable use of the backyard for customary accessory structures or outdoor improvements. Without variance relief, the property owner is deprived of the ability to utilize the rear yard in a manner consistent with similarly situated properties, and the requested variance represents the minimum relief required to alleviate this practical difficulty. This was only brought to our attention after a review, with the homeowner paying for engineering at the city's request.

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

The proposed project is designed to exceed applicable code requirements in order to mitigate any potential impacts associated with the requested variance. The structure has been professionally reviewed by a certified structural engineer, who has provided stamped and sealed drawings verifying compliance with required structural, wind, and load standards. In addition, all electrical components will be supervised by a licensed master electrician and included under the same permitted scope of work, ensuring full compliance with electrical codes and safety standards.

Received on/by: _____

Project Number: _____
Only filled out by staff

Date, initials



BILLING CONTACT FORM

Project Name: A cantilevered free-standing square-style pergola

Project Address: 613 Hazy Hills Loop

Project Applicant Name: Carlos Castillo

Billing Contact Information

Name: Carlos Castillo

Mailing Address: 655 Riley Fuzzel Road, Spring, TX
77373

Email: [REDACTED] Phone Number: 832-832-0737

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

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

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

Carlos Castillo
Signature of Applicant

01/13/26
Date

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

Carlos Castillo
Applicant Signature

01/13/26
Date

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

APPLICANT'S SIGNATURE

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that 31th Aluminum LLC is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.
(As recorded in the Hays County Property Deed Records, Vol. _____, Pg. _____.)

Name

Title

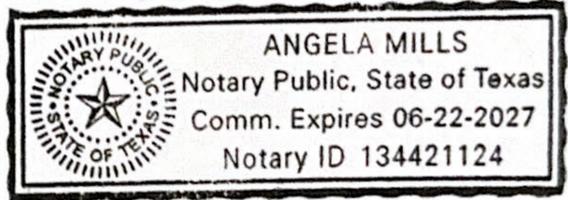
STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 9 day of January

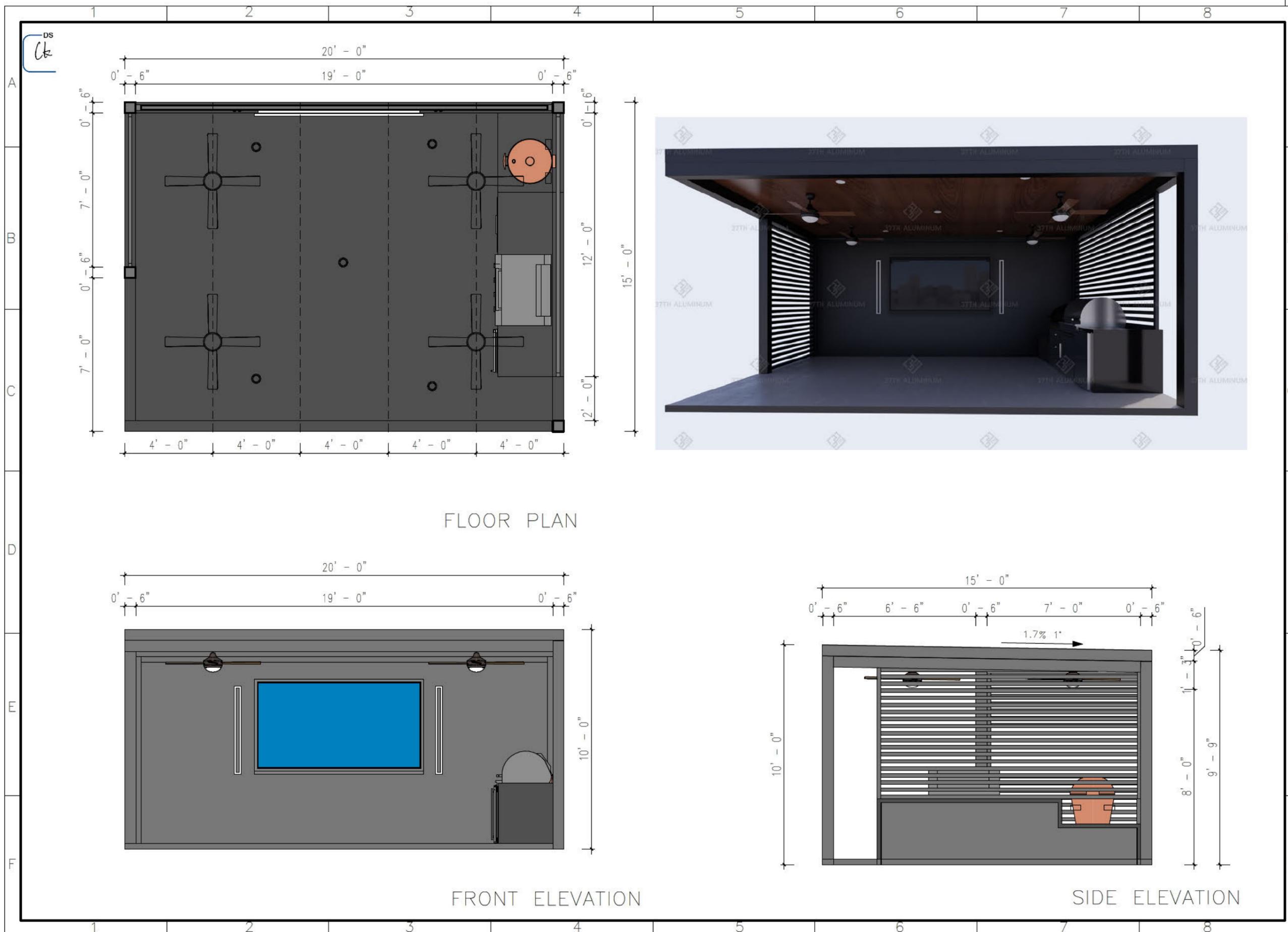
²⁰²⁴
~~2026~~ by Angela Mills

Angela Mills
Notary Public, State of Texas

My Commission Expires: 6/22/27



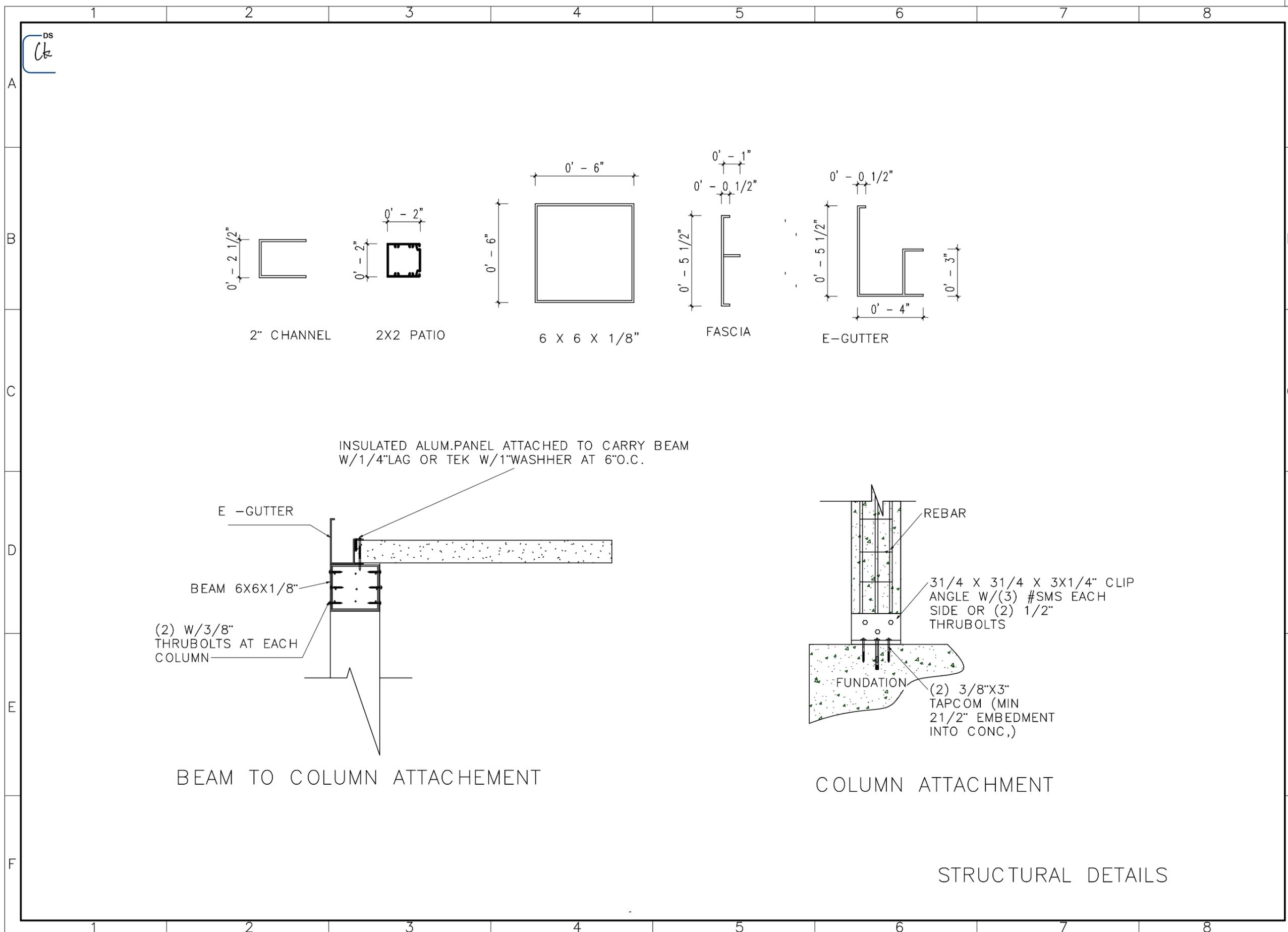
Corey King
Name of Applicant



FLOOR PLAN

FRONT ELEVATION

SIDE ELEVATION



STRUCTURAL DETAILS

TITLE SURVEY

ATS Job # 21022305

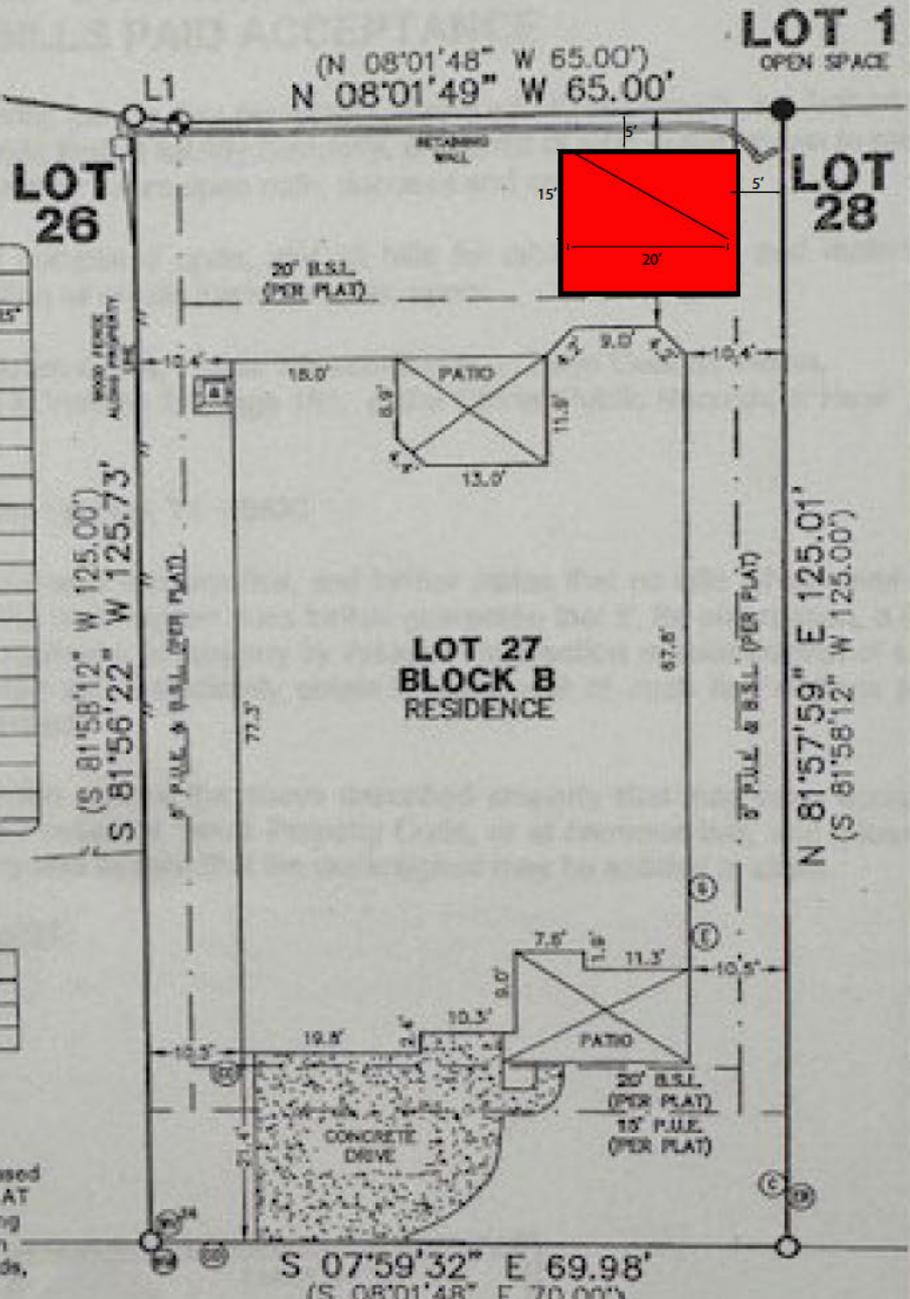
Reference: King Address: 613 Hazy Hills Loop, Dripping Springs, Texas.
 Lot 27, Block B, HEADWATERS AT BARTON CREEK, PHASE 1, a subdivision in Hays County, Texas, according to the map or plat as recorded in Vol. 19, Pgs. 161-168, Plat Records, Hays County, Texas.

SCALE: 1"=20'

LEGEND	
●	5" (Ø) IRON ROD FOUND
○	5" (Ø) IRON ROD SET "ATS ENGINEERS"
⊙	COTTON SPINDLE SET
---	B.S.L. BUILDING SETBACK LINE
---	P.U.E. PUBLIC UTILITY EASEMENT
---	R.O.W. RIGHT OF WAY
---	RECORD INFORMATION
---	COVERED AREA
---	WOOD FENCE
---	METAL FENCE
---	CONCRETE
---	AIR CONDITIONER
---	GAS METER
---	ELECTRIC METER
---	CABLE RISER
---	ELECTRIC RISER
---	WASTEWATER CLEANOUT
---	WATER METER
---	WATER VALVE

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N 07°40'37" E	5.10'
(L1)	(S 90°57'47" W)	(5.08')

Surveyor's Note:
 The bearings shown hereon are based on the final plat of HEADWATERS AT BARTON CREEK, PHASE 1, according to the map or plat as recorded in Vol. 19, Pgs. 161-168, Plat Records, Hays County, Texas.



HAZY HILLS LOOP (50' R.O.W.)

- Notes:
- 1) All easements, of which I have knowledge and those recorded easements furnished by Stewart Title of Austin, LLC and Commonwealth Land Title Insurance Company according to Title Commitment GF No. 915832, DO AFFECT the subject property. Other than visible easements, no unrecorded or unwritten easements are shown hereon.
 - 2) Restrictive covenants and easement rights as recorded in Vol. 2475, Pg. 402, Doc. Nos. 2016-16015124, 2016-16015147, 2016-16015157, 2016-16015181, 2016-16015182, 2016-16015183, 17025706, 17025707, 17027934, 18005875, 20000919, 20022769, 20048273, 20048277, 20048533, and Vol. 19, Pgs. 161-168 (PLAT), Official Public Records, Hays County, Texas.
 - 3) Subject to building setback lines, easements, conditions, covenants, and restrictions as recorded in Vol. 19, Pgs. 161-168 (PLAT), Vol. 2475, Pgs. 368 & 365, Vol. 5320, Pg. 409, and Vol. 5321, Pg. 48, and amended by Doc. No. 20024154, Official Public Records, Hays County, Texas.

I, Hugh M. Coston Jr., HEREBY CERTIFY that a survey was made on the ground of the property shown hereon; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown; that said property has access to and from a public roadway; and that this plat is an accurate representation of the property to the best of my knowledge.

Attachment 2

COPY

AMENDED FINAL PLAT HEADWATERS AT BARTON CREEK, PHASE 1, HAYS COUNTY, TEXAS SHEET 7 OF 8

DA DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com
TBPLS Firm #10105800 / TBPE Firm #3937

Amended Date: 02-09-2018
Date: 03-08-2016
Scale: 1"=100'
Drawn by: ESH/DK
Reviewer: EAP
Project: 1366-001
Sheet: 7 of 8
Field Book: 401
Party Chief: JM
Survey Date: 08-26-2013

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	BEARING	CHORD
C158	58.87'	1030.48'	03°16'24"	S24°18'13"W	58.85'
C159	61.29'	980.48'	03°34'54"	N32°27'56"E	61.28'
C160	67.25'	980.48'	03°55'48"	N28°40'00"E	67.24'
C161	67.25'	980.48'	03°55'48"	S24°45'29"W	67.24'
C162	2.14'	980.48'	00°07'31"	N22°42'05"E	2.14'
C163	11.33'	175.00'	03°42'36"	S67°21'49"E	11.33'
C164	38.00'	175.00'	12°26'28"	S59°17'17"E	37.92'
C165	9.95'	375.00'	01°31'12"	N68°27'13"W	9.95'
C166	120.81'	375.00'	18°27'29"	S58°28'11"E	120.29'
C167	83.51'	375.00'	12°45'31"	N42°51'41"W	83.33'
C168	58.88'	375.00'	08°59'46"	S31°59'02"E	58.82'
C169	162.03'	425.00'	21°50'39"	N41°38'54"W	161.05'
C170	17.53'	425.00'	02°21'46"	N28°40'02"W	17.53'
C171	19.03'	175.00'	06°13'45"	S30°36'01"E	19.02'
C172	54.06'	175.00'	17°41'59"	N42°33'53"W	53.85'
C173	54.06'	175.00'	17°41'59"	S60°15'52"E	53.85'
C174	29.11'	175.00'	09°31'53"	N73°52'48"W	29.08'
C175	51.39'	175.00'	16°49'27"	S87°03'28"E	51.20'
C176	61.67'	424.33'	08°18'26"	N02°13'46"E	61.61'
C177	5.57'	275.23'	01°09'32"	N48°03'17"E	5.57'
C178	8.78'	20.00'	25°09'12"	N44°10'28"E	8.71'
C179	6.51'	425.00'	00°52'40"	S30°17'15"E	6.51'
C180	15.02'	20.00'	43°01'48"	S31°03'20"E	14.67'
C181	11.73'	20.00'	33°36'16"	S80°59'15"E	11.56'
C182	40.96'	357.09'	06°34'18"	N17°27'46"E	40.93'
C183	66.20'	357.09'	10°37'17"	S26°04'31"W	66.09'
C184	66.01'	357.09'	10°35'28"	N36°36'57"E	65.91'
C185	32.12'	357.09'	05°09'15"	S44°32'18"W	32.11'
C186	64.94'	474.12'	07°50'51"	S05°12'20"W	64.89'
C187	10.40'	474.12'	01°15'25"	N09°45'28"E	10.40'
C188	63.44'	275.23'	13°12'27"	N20°13'32"E	63.30'
C189	99.18'	275.23'	20°38'46"	N37°09'08"E	98.64'
C190	7.90'	275.00'	01°38'47"	S48°46'33"W	7.90'
C191	110.89'	275.00'	23°06'12"	N61°09'03"E	110.14'
C192	114.05'	275.00'	23°45'44"	S84°34'31"W	113.24'
C193	110.63'	275.00'	23°02'58"	S72°01'08"E	109.88'
C194	16.41'	335.03'	02°48'26"	N49°21'26"E	16.41'
C195	66.16'	335.03'	11°18'54"	S56°25'05"W	66.05'
C196	66.16'	335.03'	11°18'54"	N67°43'59"E	66.05'
C197	66.16'	335.03'	11°18'54"	N79°02'52"E	66.05'
C198	37.77'	335.03'	06°27'31"	S87°56'04"W	37.75'
C199	66.17'	335.03'	11°18'56"	S83°10'43"E	66.06'
C200	66.16'	335.03'	11°18'51"	N71°51'49"W	66.05'
C201	33.38'	335.03'	05°42'31"	S63°21'08"E	33.37'
C202	43.82'	257.79'	09°44'22"	N65°21'50"W	43.77'
C203	115.87'	257.79'	25°45'12"	S83°06'37"E	114.90'
C204	60.99'	257.79'	13°33'17"	S77°14'08"W	60.84'
C205	11.93'	330.00'	02°04'15"	S61°31'46"E	11.93'
C206	66.11'	330.00'	11°28'42"	S68°18'15"E	66.00'
C207	66.11'	330.00'	11°28'42"	N79°46'57"W	66.00'
C208	66.11'	330.00'	11°28'42"	N88°44'21"E	66.00'
C209	65.36'	330.00'	11°20'56"	S77°19'32"W	65.26'
C210	26.02'	270.00'	05°31'20"	N88°50'06"W	26.01'
C211	78.95'	270.00'	16°45'10"	N80°01'39"E	78.66'
C212	10.28'	330.00'	01°47'06"	N72°32'37"E	10.28'
C213	66.11'	330.00'	11°28'42"	N79°10'31"E	66.00'
C214	51.90'	330.00'	09°00'42"	S89°25'13"W	51.85'
C215	60.16'	530.00'	06°30'13"	S89°19'32"E	60.13'
C216	67.50'	530.00'	07°17'50"	S83°46'26"W	67.45'
C217	67.50'	530.00'	07°17'50"	S76°28'37"E	67.45'
C218	67.50'	530.00'	07°17'50"	S69°10'47"W	67.45'
C219	50.71'	530.00'	05°28'54"	N62°47'25"E	50.69'
C220	110.43'	530.00'	11°56'17"	S54°04'50"W	110.23'
C221	90.28'	470.00'	11°00'19"	N88°25'25"E	90.14'
C222	90.28'	470.00'	11°00'19"	S77°25'06"W	90.14'
C223	90.28'	470.00'	11°00'19"	N66°24'48"E	90.14'
C224	90.28'	470.00'	11°00'19"	S55°24'29"W	90.14'
C225	68.59'	470.00'	08°21'41"	N45°43'30"E	68.53'
C226	23.65'	425.00'	03°11'20"	S31°26'35"E	23.65'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	BEARING	CHORD
C79	23.55'	25.00'	53°58'05"	S34°12'33"E	22.69'
C80	301.53'	60.00'	287°56'10"	S28°48'25"W	70.59'
C81	23.55'	25.00'	53°58'05"	N88°10'38"W	22.69'
C82	50.00'	60.00'	47°44'45"	S31°05'53"E	48.57'
C83	60.00'	60.00'	57°17'45"	N83°37'07"W	57.53'
C84	60.00'	60.00'	57°17'45"	N39°05'08"E	57.53'
C85	54.34'	60.00'	51°53'13"	S15°30'21"E	52.50'
C86	77.19'	60.00'	73°42'42"	N78°18'19"W	71.98'
C87	8.39'	25.00'	19°13'12"	S74°26'56"W	8.35'
C88	15.61'	25.00'	34°44'53"	N78°34'02"W	14.93'
C89	65.40'	625.00'	05°59'42"	S64°11'26"E	65.37'
C90	80.00'	625.00'	07°20'01"	N70°51'18"W	79.94'
C91	79.82'	625.00'	07°19'03"	S78°10'50"E	79.77'
C92	63.53'	625.00'	05°49'27"	S84°45'05"E	63.51'
C93	27.34'	575.00'	02°43'27"	S62°33'19"E	27.34'
C94	48.01'	575.00'	04°47'01"	S66°18'33"E	47.99'
C95	98.07'	575.00'	09°46'21"	S73°35'14"E	97.95'
C96	92.23'	575.00'	09°11'25"	N83°04'06"W	92.13'
C97	9.37'	325.00'	01°39'07"	N88°29'22"W	9.37'
C98	43.05'	325.00'	07°35'22"	N86°53'23"E	43.02'
C99	101.67'	225.00'	25°53'21"	S30°26'00"E	100.80'
C100	21.55'	225.00'	05°29'12"	N46°07'16"W	21.54'
C101	64.76'	175.00'	21°12'11"	S38°15'46"E	64.39'
C102	134.68'	175.00'	44°05'44"	N05°36'49"W	131.38'
C103	15.76'	225.03'	04°00'43"	N14°25'41"E	15.75'
C104	46.00'	225.03'	11°42'42"	S06°33'54"W	45.92'
C105	26.74'	225.03'	06°48'30"	N02°41'38"W	26.72'
C106	31.21'	825.00'	02°10'03"	N05°12'33"W	31.21'
C107	57.30'	825.00'	03°58'47"	S02°08'08"E	57.29'
C108	20.58'	825.00'	01°25'45"	N00°34'08"E	20.58'
C109	23.69'	875.00'	01°33'04"	N05°23'35"W	23.69'
C110	48.93'	875.00'	03°12'13"	S03°12'00"E	48.92'
C111	43.09'	875.00'	02°49'17"	N00°07'38"W	43.08'
C112	19.49'	232.50'	04°48'15"	N03°41'08"E	19.49'
C113	46.12'	232.50'	11°21'57"	N11°46'13"E	46.05'
C114	46.04'	232.50'	11°20'45"	N23°07'34"E	45.96'
C115	46.34'	232.50'	11°25'11"	N34°30'32"E	46.26'
C116	47.37'	232.50'	11°40'21"	N46°03'18"W	47.28'
C117	49.75'	232.50'	12°15'38"	S58°01'56"W	49.66'
C118	49.71'	232.50'	12°15'02"	N70°15'55"E	49.62'
C119	49.15'	232.50'	12°06'47"	S82°27'35"W	49.06'
C120	79.52'	232.50'	19°35'43"	S81°41'13"E	79.13'
C121	50.00'	232.50'	12°19'18"	N65°43'43"W	49.90'
C122	50.00'	232.50'	12°19'19"	S53°24'24"E	49.90'
C123	50.00'	232.50'	12°19'18"	N41°05'06"W	49.90'
C124	50.00'	232.50'	12°19'18"	S28°45'48"E	49.90'
C125	50.00'	232.50'	12°19'18"	N16°26'32"W	49.90'
C126	20.91'	232.50'	05°09'12"	S07°42'20"E	20.90'
C127	13.84'	182.50'	04°20'42"	N03°27'21"E	13.84'
C128	119.89'	182.50'	37°38'17"	S24°26'51"W	117.74'
C129	119.89'	182.50'	37°38'17"	N62°05'08"E	117.74'
C130	119.89'	182.50'	37°38'17"	N80°16'34"W	117.74'
C131	119.89'	182.50'	18°41'24"	S42°38'17"E	117.74'
C132	59.53'	182.50'	18°41'24"	N14°28'26"W	59.27'
C133	8.35'	175.00'	02°44'01"	N06°29'44"W	8.35'
C134	50.00'	175.00'	16°22'13"	S16°02'51"E	49.83'
C135	7.35'	175.00'	02°24'28"	N25°26'12"W	7.35'
C136	9.10'	125.00'	04°10'15"	S24°33'18"E	9.10'
C137	37.83'	125.00'	17°20'27"	N13°47'57"W	37.69'
C138	27.43'	475.00'	03°18'33"	S24°59'10"E	27.43'
C139	57.61'	475.00'	06°56'57"	N19°51'25"W	57.58'
C140	57.61'	475.00'	06°56'57"	S12°54'28"E	57.58'
C141	53.16'	475.00'	06°24'45"	S06°13'37"W	53.13'
C142	23.35'	425.00'	03°08'55"	N25°03'59"W	23.35'
C143	79.80'	425.00'	10°45'32"	S18°06'45"E	79.69'
C144	72.05'	425.00'	09°42'46"	N07°52'37"W	71.96'
C145	36.29'	175.00'	11°52'52"	N08°57'40"W	36.22'
C146	54.06'	175.00'	17°41'59"	S23°45'06"E	53.85'
C147	54.06'	175.00'	17°41'59"	N41°27'05"W	53.85'
C148	54.06'	175.00'	17°41'59"	S59°09'04"E	53.85'
C149	25.05'	175.00'	08°12'09"	N72°06'08"W	25.03'
C150	29.88'	175.00'	09°46'53"	N81°05'40"W	29.84'
C151	53.95'	175.00'	17°39'50"	N85°10'59"E	53.74'
C152	54.06'	175.00'	17°41'59"	S67°30'04"W	53.85'
C153	54.06'	175.00'	17°41'59"	N49°48'05"E	53.85'
C154	20.42'	175.00'	06°41'12"	S37°36'30"W	20.41'
C155	31.45'	1030.48'	01°44'55"	N33°21'35"E	31.45'
C156	58.86'	1030.48'	03°16'21"	S30°50'57"W	58.85'
C157	58.86'	1030.48'	03°16'21"	N27°34'35"E	58.85'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	23.57'	15.00'	90°00'00"	N49°22'20"E	21.22'
C2	23.57'	15.00'	90°00'00"	S40°37'40"E	21.22'
C3	260.67'	490.10'	30°28'28"	N10°51'54"W	257.61'
C4	372.39'	700.14'	30°28'28"	S10°51'54"E	368.02'
C5	836.63'	400.08'	119°48'54"	S86°00'35"E	692.31'
C6	418.32'	200.04'	119°48'54"	N86°00'35"W	346.16'
C7	810.29'	375.07'	123°46'46"	N84°01'39"W	661.66'
C8	486.18'	225.04'	123°46'46"	S84°01'39"E	397.00'
C9	79.24'	470.95'	09°38'27"	S04°31'29"W	79.15'
C10	270.36'	550.23'	28°09'10"	N08°03'08"W	267.65'
C11	271.23'	450.00'	34°32'01"	N11°14'23"W	267.14'
C12	255.77'	339.00'	43°13'46"	S13°38'41"E	249.75'
C13	107.18'	123.00'	49°55'42"	N53°28'15"W	103.82'
C14	106.89'	99.50'	61°32'56"	N47°39'38"W	101.82'
C1					

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

THAT WFC HEADWATERS OWNER VII, L.P., OWNER OF THAT CERTAIN 1035.74 ACRE TRACT OF LAND AS CONVEYED TO IT BY DEED DATED DECEMBER 31, 2013, AND RECORDED IN VOLUME 4832, PAGE 118 AS DOCUMENT NO. 2014-14000136 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 136.3705 ACRES OF SAID LANDS DESCRIBED ABOVE, TO BE KNOWN AS

HEADWATERS AT BARTON CREEK, PHASE 1

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON.

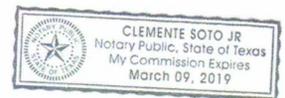
WITNESS MY HAND, THIS THE 9th DAY OF March, 2016
WFC HEADWATERS OWNER VII, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: Jesse R. Baker
NAME: Jesse R. Baker
TITLE: AUTHORIZED REPRESENTATIVE
ADDRESS: C/O 500 BOYLSTON STREET, SUITE 2010 BOSTON, MA, 02116
LIENHOLDER CONSENT: AMERICAN BANK, N.A.
BY: Chris Bourne
NAME: CHRIS BOURNE
TITLE: SENIOR LENDING MANAGER

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Chris Bourne KNOWN TO ME TO BE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 10 DAY OF March, A.D., 2016.

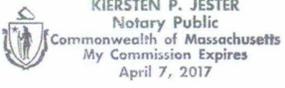


NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Jesse R. Baker KNOWN TO ME TO BE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 9th DAY OF March, A.D., 2016.



NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION TO WIT:

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

Tom Pope, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

4-5-2016
DATE

JAMES C. GARZA, DIRECTOR
HAYS COUNTY DEVELOPMENT AND COMMUNITY SERVICES DEPARTMENT

4-6-16
DATE

STATE OF TEXAS
CITY OF DRIPPING SPRINGS
COUNTY OF HAYS

ADMINISTRATIVE PLAT APPROVAL
THIS PLAT, HEADWATERS AT BARTON CREEK, PHASE 1, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS, TEXAS AS A FINAL PLAT FOR ADMINISTRATIVE APPROVAL PURSUANT TO ORDINANCE 1230.09, AND HAS BEEN FOUND TO COMPLY WITH THE CITY'S CODE OF ORDINANCES AND IS HEREBY APPROVED ADMINISTRATIVELY.

APPROVED, THIS THE 5th DAY OF April, 2016 A.D., BY

Michelle Fischer, CITY ADMINISTRATOR

STATE OF TEXAS
COUNTY OF HAYS

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

JAMES C. GARZA, DIRECTOR
HAYS COUNTY DEVELOPMENT AND COMMUNITY SERVICES
HAYS COUNTY, TEXAS

4-6-16
DATE

STATE OF TEXAS
COUNTY OF HAYS

I, LIZ O. GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 10th DAY OF April, 2016, AT 2:20 O'CLOCK P.M., AND DULY RECORDED ON THE 16th DAY OF April, 2016, AT 2:25 O'CLOCK P.M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN BOOK 1161-168

Liz O. Gonzalez, Deputy
COUNTY CLERK
HAYS COUNTY, TEXAS



FLOODPLAIN NOTE:

THIS PROPERTY IS LOCATED WITHIN ZONE 'X', AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON F.I.R.M. PANEL NO.48209C0108F, HAYS COUNTY, TEXAS DATED SEPTEMBER 2, 2005. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

BEARING BASIS:

ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE (4204), NAD83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00016116597028445.

JURISDICTION PLAT NOTE:

- 1. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE CITY OF DRIPPING SPRINGS AND HAYS COUNTY (DRIPPING SPRINGS ETJ).
- 2. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
- 3. THIS SUBDIVISION IS ENTIRELY WITHIN THE HAYS COUNTY ESD #1 FOR EMS SERVICE.
- 4. THIS SUBDIVISION IS ENTIRELY WITHIN THE HAYS COUNTY ESD #6 FOR FIRE SERVICE.
- 5. THIS SUBDIVISION IS ENTIRELY WITHIN THE HAYS-TRINITY GROUNDWATER CONSERVATION DISTRICT.

GENERAL NOTES:

- 1. 15' PUBLIC UTILITY EASEMENT IS PROVIDED ALONG THE FRONT PROPERTY LINE OF ALL LOTS.
- 2. A 5' PUBLIC UTILITY EASEMENT IS DEDICATED ALONG EACH RESIDENTIAL SIDE LOT LINE.
- 3. ALL SIDEWALKS TO BE MAINTAINED BY THE ENTITIES (HEADWATERS MUNICIPAL UTILITY DISTRICT (MUD) OR THE HOME OWNERS ASSOCIATION AS ASSIGNED) OTHER THAN HAYS COUNTY.

SURVEYOR'S NOTES:

- 1. ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE. NO BOUNDARIES OF CONTRIBUTING ZONE OR RECHARGE ZONE CROSS THIS SUBDIVISION.
- 2. NO PORTION OF THIS SUBDIVISION (OUTSIDE THE RESIDENTIAL LOT AREAS) LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN AS DELINEATED ON HAYS COUNTY MAP NO.48209C0108F, HAYS COUNTY, TEXAS DATED SEPTEMBER 2, 2005.

UTILITY NOTES:

- 1. WASTEWATER UTILITY SERVICE WILL BE PROVIDED BY HEADWATERS MUD.
- 2. WATER UTILITY SERVICE WILL BE PROVIDED BY THE HEADWATERS MUD.
- 3. ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY PEC.
- 4. TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY VERIZON.
- 5. GAS UTILITY SERVICE WILL BE PROVIDED BY TEXAS GAS SERVICE.

CULVERT NOTE:

CULVERTS SHALL BE SIZED TO TRANSPORT THE CALCULATED 25-YEAR STORM. THE ROADSIDE DITCH SHALL HAVE THE CAPACITY TO CARRY THE 100-YEAR STORM.

PUBLIC ACCESS:

ALL STREETS ARE PUBLIC.

LOT SIZE CATEGORIES:

- 229 LOTS TOTAL
- 209 RESIDENTIAL LOTS
- 19 OPEN SPACE LOTS
- 1 PRIVATE AMENITY CENTER LOT
- AVERAGE RESIDENTIAL LOT SIZE: 8,628 SF
- LOTS LESS THAN 1 ACRE: 226
- LOTS 1-2 ACRES: 0
- LOTS 2-5 ACRES: 0
- LOTS 5-10 ACRES: 1
- LOTS 10 ACRES OR GRATER: 2

CITY OF DRIPPING SPRINGS NOTES:

- 1. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE CITY OF DRIPPING SPRINGS AND HAYS COUNTY (CITY OF DRIPPING SPRINGS ETJ).
- 2. PROPOSED STRUCTURES TO BE CONSTRUCTED WITHIN THIS SUBDIVISION MUST COMPLY WITH THE CITY OF DRIPPING SPRINGS BUILDING CODE, AND WILL REQUIRE A CITY OF DRIPPING SPRINGS BUILDING PERMIT.
- 3. ALL RESIDENTIAL LOTS WITHIN THIS SUBDIVISION SHALL CONNECT TO A PUBLIC WATER SOURCE.
- 4. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL APPLICABLE CITY OF DRIPPING SPRINGS DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.
- 5. THIS SUBDIVISION IS SUBJECT TO ORDINANCE 1260.00, ARTICLE 24.06 REGARDING OUTDOOR LIGHTING.
- 6. THIS SUBDIVISION IS SUBJECT TO THE CITY OF DRIPPING SPRINGS PARKLAND DEDICATION REQUIREMENTS PER THE PARK PLAN PREPARED FOR THIS SUBDIVISION.
- 7. THE PARKS AND OPEN SPACE SHALL BE PRIVATELY DEDICATED. ALL PARKS SHALL BE IN CONFORMANCE WITH THE HEADWATERS PARK PLAN.
- 8. ALL RESIDENTIAL LOTS IMPERVIOUS COVER IS LIMITED TO 50.00% OF LOT SIZE.
- 9. WASTEWATER FOR THIS DEVELOPMENT WILL BE TREATED BY ONSITE WASTEWATER TREATMENT PLANT OWNED AND OPERATED BY THE HEADWATERS MUNICIPAL UTILITY DISTRICT (MUD).
- 10. THE FOLLOWING LOTS WILL BE UTILIZED FOR WATER QUALITY TREATMENT AND WILL BE CONVEYED TO THE HEADWATERS MUNICIPAL UTILITY DISTRICT (MUD) FOR OWNERSHIP AND MAINTENANCE;

- LOT 11, BLOCK "A"
- LOT 19, BLOCK "A"
- LOT 25, BLOCK "A"
- LOT 30, BLOCK "A"
- LOT 36, BLOCK "A"
- LOT 21, BLOCK "C"
- LOT 26, BLOCK "C"
- LOT 36, BLOCK "C"
- LOT 52, BLOCK "C"
- LOT 59, BLOCK "C"
- LOT 67, BLOCK "C"
- LOT 73, BLOCK "C"
- LOT 77, BLOCK "C"
- LOT 6, BLOCK "D"
- LOT 1, BLOCK "E"
- LOT 5, BLOCK "E"
- LOT 6, BLOCK "F"

- 11. ROADWAY DESIGN STANDARDS FOR HAYS COUNTY WERE APPROVED BY HAYS COUNTY TRANSPORTATION DEPARTMENT AND THE HAYS COUNTY COMMISSIONERS COURT ON SEPTEMBER 09, 2014.
- 12. THIS SUBDIVISION IS SUBJECT TO THE HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT, DATED JANUARY 11, 2005 AND RECORDED IN VOLUME 2675, PAGE 649 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND AS AMENDED.
- 13. IMPERVIOUS COVER ON LOT 1, BLOCK "A" (AMENITY CENTER) IS LIMITED TO 50.00% OF LOT SIZE.
- 14. THIS SUBDIVISION IS REQUIRED TO BE COMPLIANT WITH FIRE CODE IFC2012, AS AMENDED.
- 15. MINIMUM RESIDENTIAL FRONT BUILDING SETBACK LINE SHALL BE TWENTY (20) FEET. CORNER LOTS SHALL HAVE A MINIMUM OF TWENTY (20) FOOT SETBACK ON FRONT-FACING STREET AND TEN (10) FOOT SETBACK ON THE OTHER STREET. MINIMUM REAR AND SIDE SETBACKS SHALL BE TWENTY (20) FEET AND FIVE (5) FEET RESPECTIVELY.

QUALIFYING LOTS:

RESIDENTIAL LOTS ARE LIMITED TO ONE SINGLE-FAMILY RESIDENCE PER LOT.

WATER SUPPLY NOTE:

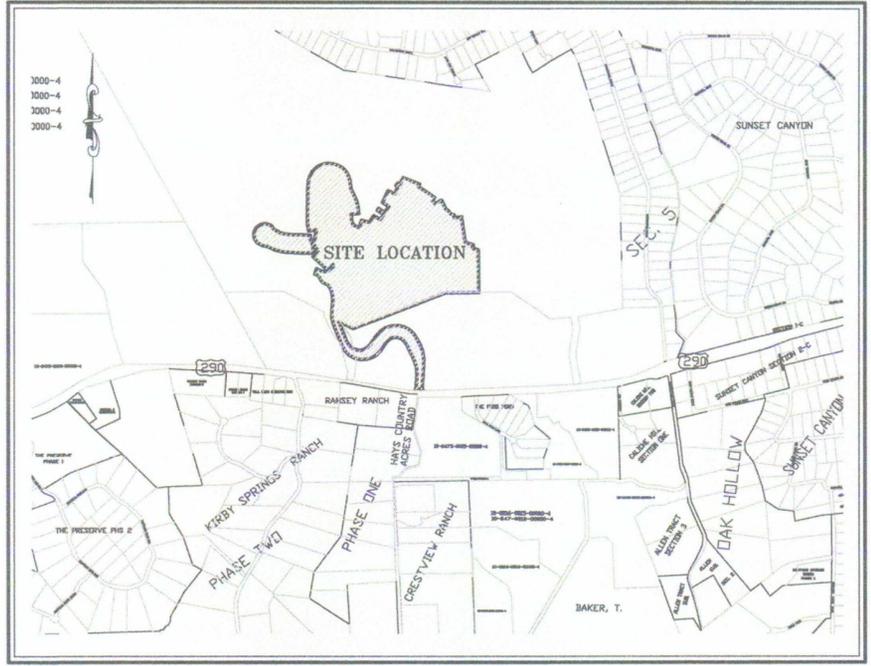
THE CITY OF DRIPPING SPRINGS, A RETAIL WATER PROVIDER TO THE HEADWATERS MUD, HAS THE REQUIRED SERVICE CAPACITY TO SERVE THIS SUBDIVISION IN ACCORDANCE WITH ITS TARIFF AND POLICIES.

Ginger Faught, DEPUTY CITY ADMINISTRATOR
512-858-4725

4/5/16
DATE

VICINITY MAP

SCALE: 1" = 5000'



SUBDIVISION ROADS:

PUBLIC STREET DEDICATION:

- HEADWATERS BLVD. (MINOR COLLECTOR) - R.O.W. VARIES - 3,701.37 LINEAR FEET IN LENGTH, 12.197 ACRES R.O.W.
- TOWNES COURT (LOCAL ROAD) - 50' R.O.W. - 888.05 LINEAR FEET IN LENGTH, 1.166 ACRES R.O.W.
- DAYRIDGE DRIVE (LOCAL ROAD) - 50' R.O.W. - 4,141.70 LINEAR FEET IN LENGTH, 4.665 ACRES R.O.W.
- HAZY HILLS LOOP (LOCAL ROAD) - 60' R.O.W. - 2,670.00 LINEAR FEET IN LENGTH, 3.404 ACRES R.O.W.
- HAZY HILLS LOOP (LOCAL ROAD) - 50' R.O.W. - 430.71 LINEAR FEET IN LENGTH, 0.358 ACRES R.O.W.
- ROY BRANCH ROAD (LOCAL ROAD) - 60' R.O.W. - 292.40 LINEAR FEET IN LENGTH, 0.339 ACRES R.O.W.
- TIERRA TRAIL (LOCAL ROAD) - 50' R.O.W. - 1,248.16 LINEAR FEET IN LENGTH, 1.381 ACRES R.O.W.
- TOTAL: 13,372.39 LINEAR FEET IN LENGTH, 23.5081 ACRES R.O.W.

ENGINEER'S CERTIFICATION:

I, SUMITA KADARIYA, A REGISTERED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THE RESIDENTIAL LOTS IN THIS SUBDIVISION ARE NOT LOCATED WITHIN ANY DESIGNATED 100-YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48209C0108F, REVISED SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

Sumita Kadariya, P.E.
TEXAS REGISTRATION NO. 120590
DOUCET & ASSOCIATES, INC.
7401-B HWY. 71 W., STE. 160
AUSTIN, TX 78735

03/08/2016
DATE



SURVEYOR'S CERTIFICATION:

I, SYDNEY SMITH XINOS, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION. INTERIOR LOT CORNERS SHALL BE SET AFTER FINAL GRADING IS COMPLETE.

Sydney Smith Xinos, R.P.L.S.
TEXAS REGISTRATION NO. 5361
DOUCET & ASSOCIATES, INC.
7401-B HWY. 71 W., STE. 160
AUSTIN, TX 78735

3/8/16
DATE



FINAL PLAT
HEADWATERS AT BARTON
CREEK, PHASE 1,
HAYS COUNTY, TEXAS
SHEET 1 OF 8

DA DOUCET & ASSOCIATES
Civil Engineering - Planning - Surveying/Mapping
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
Survey Firm Registration Number: 10105800

Date:	03-08-2016
Scale:	1"=100'
Drawn by:	ESH/DRK
Reviewer:	SSX
Project:	1366-001
Sheet:	1 of 8
Field Book:	401
Party Chief:	JM
Survey Date:	08-26-2013

MATCHLINE SEE SHEET 3 MATCHLINE SEE SHEET 4

WFC HEADWATERS OWNER VII, LP.
UNDEVELOPED REMAINDER OF
1,335.74 ACRES, VOL. 4832 PG. 118
P.R.H.C.T.

LOT 1
BLOCK 'A'
AMENITY CENTER
7.2516 ACRES

LOT 2
BLOCK 'A'
OPEN SPACE
29.0117 ACRES

TOWNES EE FAMILY TRUST
140.229 AC
VOL. 2475 PG. 440/482
COMMERCIAL
LOT
(UNDEVELOPED)

TOWNES EE FAMILY TRUST
140.229 AC
VOL. 2475 PG. 440/482
COMMERCIAL
LOT
(UNDEVELOPED)

HAYS COUNTY MONUMENT # 202
GRID N: 13982199.6856
GRID E: 2260042.1892
LATITUDE: 30°11'31.86"
LONGITUDE: -98°04'37.94"

ACCESS AGREEMENT EASEMENT AND
RIGHT OF WAY
VOL. 2475, PG. 458
R.P.R.H.C.T.
AMENDMENT TO ACCESS AGREEMENT
VOL. 3280, PG. 858
O.P.R.H.C.T.

EASEMENT AGREEMENT
FOR WATER UTILITIES
VOL. 3280, PG. 871
O.P.R.H.C.T.

WATER LINE EASEMENT
AND RIGHT OF WAY
VOL. 1686, PG. 307
O.P.R.H.C.T.

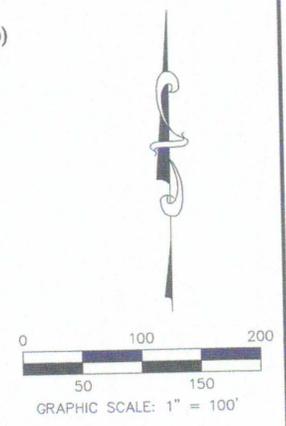
UTILITY EASEMENT
PEDERNALES ELECTRIC
COOPERATIVE
DOC. NO. 9920530
VOL. 2475, PG. 385
O.P.R.H.C.T.

TXDOT FUTURE
R.O.W. RESERVE
(200' FEET
FROM ROADWAY
CENTERLINE)

CONCRETE MARKER FOUND
AT STATION 644+97.85
90.00' LEFT

GRID N: 13983027.0281
GRID E: 2270673.1007

WATER LINE EASEMENT
AND RIGHT OF WAY
VOL. 1686, PG. 307
O.P.R.H.C.T.



LEGEND	
	SUBDIVISION BOUNDARY LINE
	EXISTING PROPERTY LINES
	EASEMENTS
	1/2" IRON ROD WITH "DOUCET" CAP SET
	1/2" IRON ROD FOUND (UNLESS NOTED)
	1/2" IRON PIPE FOUND
AMEN	AMENITY CENTER
OS	OPEN SPACE
WO	WATER QUALITY
R	RESIDENTIAL
DOC. #	DOCUMENT NUMBER
VOL.	VOLUME
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS

U.S. HIGHWAY 290
(R.O.W. VARIES)

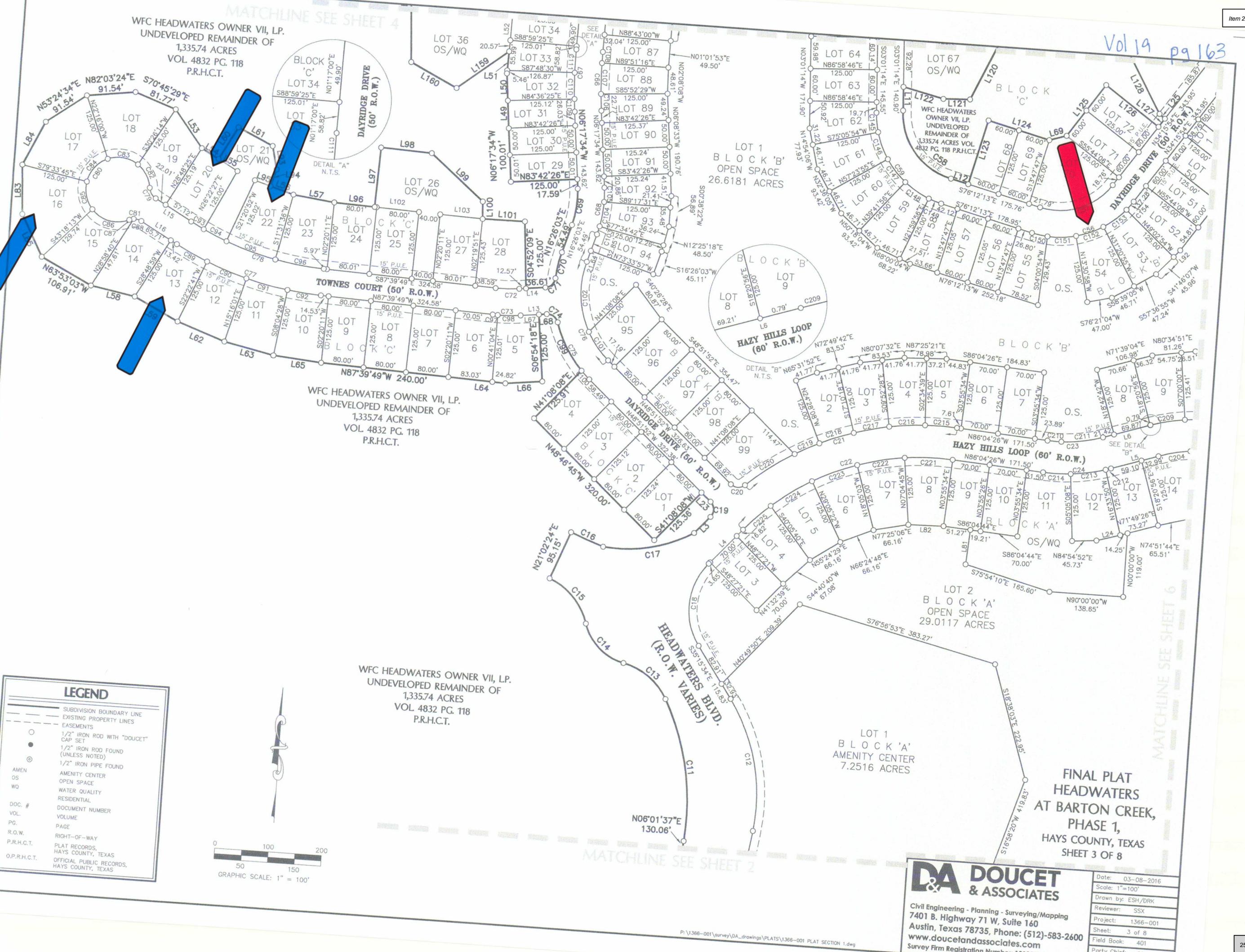
FINAL PLAT
HEADWATERS AT BARTON
CREEK, PHASE 1,
HAYS COUNTY, TEXAS
SHEET 2 OF 8

DA DOUCET & ASSOCIATES

Civil Engineering - Planning - Surveying/Mapping
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Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
Survey Firm Registration Number: 10105800

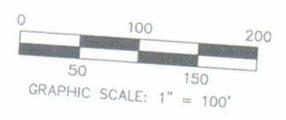
Date:	03-08-2016
Scale:	1"=100'
Drawn by:	ESH/DRK
Reviewer:	SSX
Project:	1366-001
Sheet:	2 of 8
Field Book:	401
Party Chief:	JM
Survey Date:	08-26-2013

Vol 19 pg 163



LEGEND

---	SUBDIVISION BOUNDARY LINE
---	EXISTING PROPERTY LINES
---	EASEMENTS
○	1/2" IRON ROD WITH "DOUCET" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
⊙	1/2" IRON PIPE FOUND
AMEN	AMENITY CENTER
OS	OPEN SPACE
WQ	WATER QUALITY RESIDENTIAL
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R.O.W.	RIGHT-OF-WAY
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS
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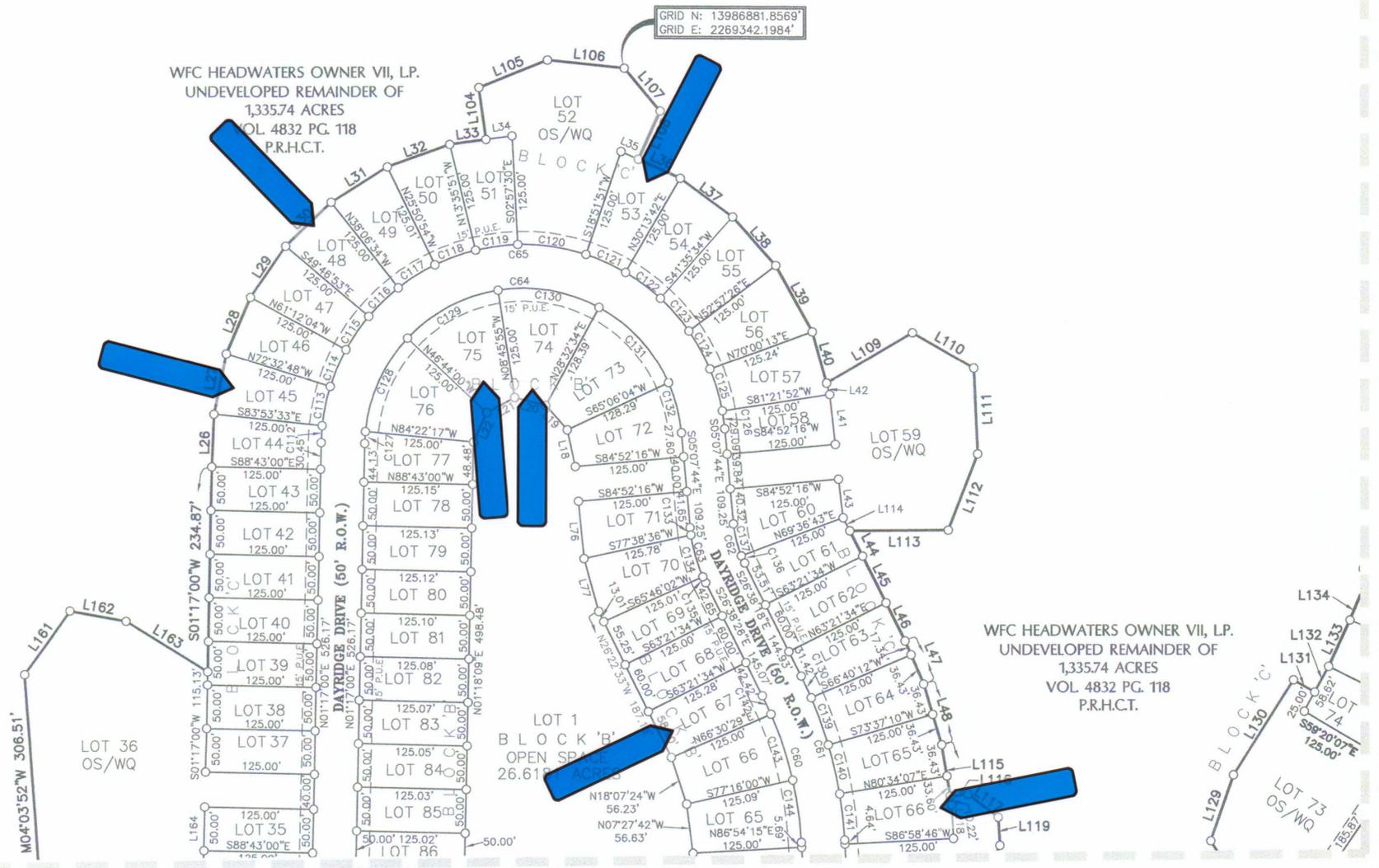
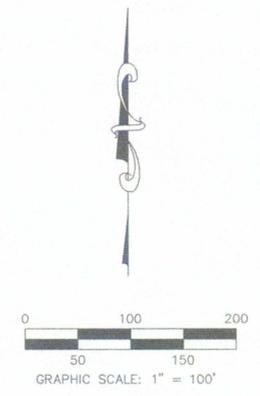


WFC HEADWATERS OWNER VII, L.P.
UNDEVELOPED REMAINDER OF
1,335.74 ACRES
VOL. 4832 PG. 118
P.R.H.C.T.

DA DOUCET & ASSOCIATES

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Survey Firm Registration Number: 10105800

Date:	03-08-2016
Scale:	1"=100'
Drawn by:	ESH/DRK
Reviewed:	SSX
Project:	1366-001
Sheet:	3 of 8
Field Book:	401
Party Chief:	JM
Survey Date:	08-26-2013



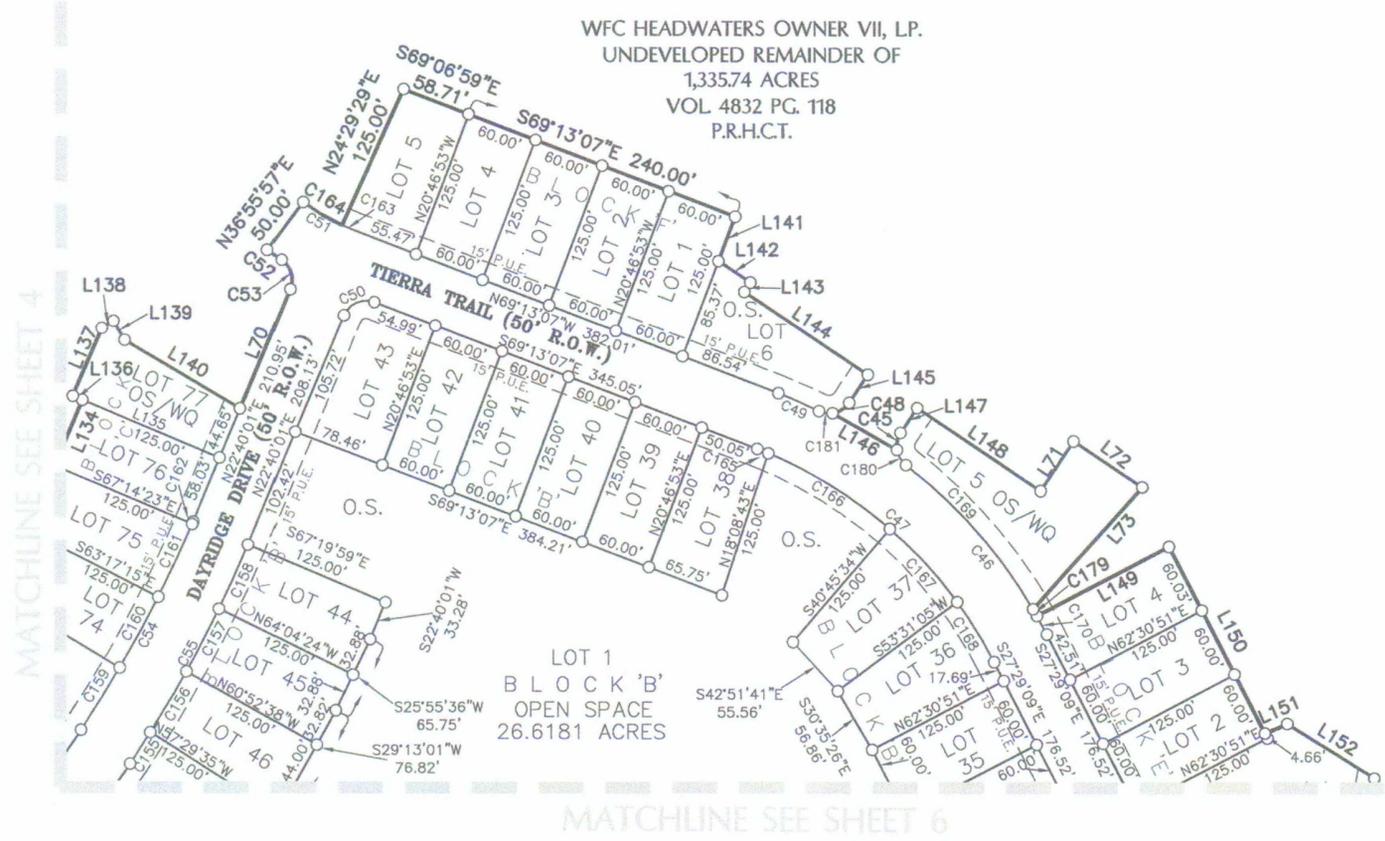
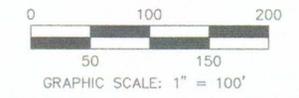
MATCHLINE SEE SHEET 5

LEGEND	
	SUBDIVISION BOUNDARY LINE
	EXISTING PROPERTY LINES
EASEMENTS	
	1/2" IRON ROD WITH "DOUCET" CAP SET
	1/2" IRON ROD FOUND (UNLESS NOTED)
	1/2" IRON PIPE FOUND
AMEN	
	AMENITY CENTER
OS	
	OPEN SPACE
WQ	
	WATER QUALITY RESIDENTIAL
DOC. #	
	DOCUMENT NUMBER
VOL.	
	VOLUME
PG.	
	PAGE
R.O.W.	
	RIGHT-OF-WAY
P.R.H.C.T.	
	PLAT RECORDS, HAYS COUNTY, TEXAS
O.P.R.H.C.T.	
	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS

**FINAL PLAT
HEADWATERS AT BARTON
CREEK, PHASE 1,
HAYS COUNTY, TEXAS
SHEET 4 OF 8**

<p>DOUCET & ASSOCIATES</p> <p>Civil Engineering - Planning - Surveying/Mapping 7401 B. Highway 71 W, Suite 160 Austin, Texas 78735, Phone: (512)-583-2600 www.doucetandassociates.com Survey Firm Registration Number: 10105800</p>	Date: 03-08-2016
	Scale: 1"=100'
	Drawn by: ESH/DRK
	Reviewer: SSX
	Project: 1366-001
	Sheet: 4 of 8
Field Book: 401	
Party Chief: JM	
Survey Date: 08-26-2013	

MATCHLINE SEE SHEET 3

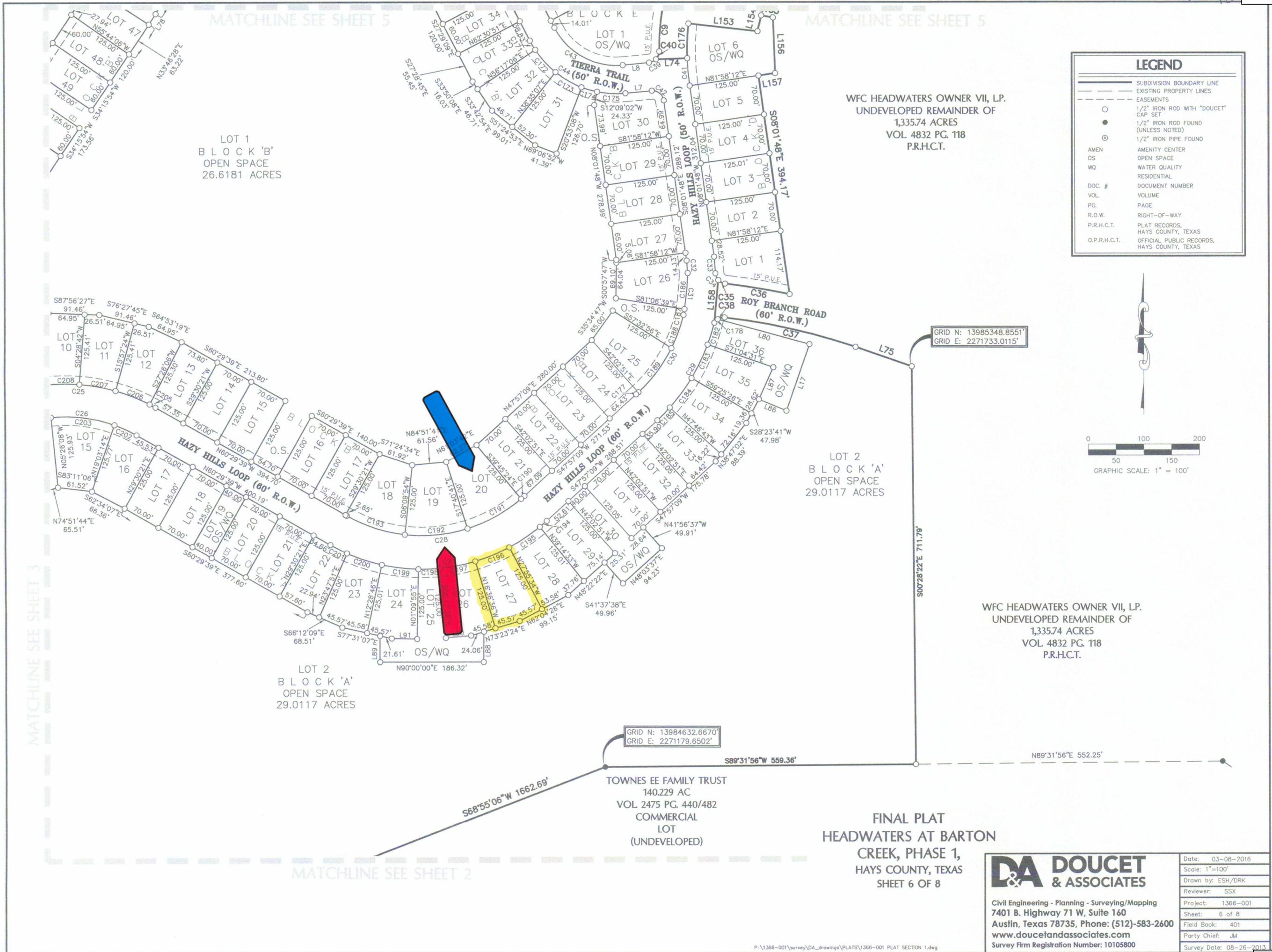


WFC HEADWATERS OWNER VII, L.P.
UNDEVELOPED REMAINDER OF
1,335.74 ACRES
VOL. 4832 PG. 118
P.R.H.C.T.

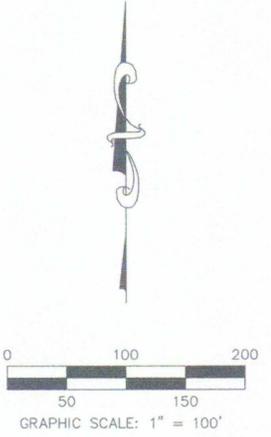
LEGEND	
	SUBDIVISION BOUNDARY LINE
	EXISTING PROPERTY LINES
	EASEMENTS
	1/2" IRON ROD WITH "DOUCET" CAP SET
	1/2" IRON ROD FOUND (UNLESS NOTED)
	1/2" IRON PIPE FOUND
AMEN	AMENITY CENTER
OS	OPEN SPACE
WQ	WATER QUALITY
	RESIDENTIAL
DOC. #	DOCUMENT NUMBER
VOL.	VOLUME
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS

FINAL PLAT
HEADWATERS AT BARTON
CREEK, PHASE 1,
HAYS COUNTY, TEXAS
SHEET 5 OF 8

 Civil Engineering - Planning - Surveying/Mapping 7401 B. Highway 71 W, Suite 160 Austin, Texas 78735, Phone: (512)-583-2600 www.doucetandassociates.com Survey Firm Registration Number: 10105800	Date:	03-08-2016
	Scale:	1"=100'
	Drawn by:	ESH/DRK
	Reviewer:	SSX
	Project:	1366-001
	Sheet:	5 of 8
	Field Book:	401
Party Chief:	JM	
Survey Date:	08-26-2013	



LEGEND	
—	SUBDIVISION BOUNDARY LINE
- - -	EXISTING PROPERTY LINES
- - -	EASEMENTS
○	1/2" IRON ROD WITH "DOUCET" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
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WFC HEADWATERS OWNER VII, LP.
UNDEVELOPED REMAINDER OF
1,335.74 ACRES
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WFC HEADWATERS OWNER VII, LP.
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FINAL PLAT
HEADWATERS AT BARTON
CREEK, PHASE 1,
HAYS COUNTY, TEXAS
SHEET 6 OF 8

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Drawn by:	ESH/DRK
Reviewer:	SSX
Project:	1366-001
Sheet:	6 of 8
Field Book:	401
Party Chief:	JM
Survey Date:	08-26-2013

CURVE TABLE

Table with 6 columns: NO., LENGTH, RADIUS, DELTA, BEARING, CHORD. Contains curve data for stations C1 through C78.

CURVE TABLE

Table with 6 columns: NO., LENGTH, RADIUS, DELTA, BEARING, CHORD. Contains curve data for stations C79 through C156.

CURVE TABLE

Table with 6 columns: NO., LENGTH, RADIUS, DELTA, BEARING, CHORD. Contains curve data for stations C157 through C226.

FINAL PLAT HEADWATERS AT BARTON CREEK, PHASE 1, HAYS COUNTY, TEXAS SHEET 7 OF 8

DA DOUCET & ASSOCIATES logo and contact information: Civil Engineering - Planning - Surveying/Mapping, 7401 B. Highway 71 W, Suite 160, Austin, Texas 78735, Phone: (512)-583-2600, www.doucetandassociates.com, Survey Firm Registration Number: 10105800

Table with 2 columns: Field/Category and Value. Includes Date (03-08-2016), Scale (1"=100'), Drawn by (ESH/DRK), Reviewer (SSX), Project (1366-001), Sheet (7 of 8), Field Book (401), Party Chief (JM), Survey Date (08-26-2013).

LINE TABLE		
NO.	BEARING	LENGTH
L1	S26°06'08"E	98.38'
L2	S02°05'49"W	148.13'
L3	N41°32'39"E	42.79'
L4	S41°32'39"W	90.47'
L5	S71°39'04"W	92.09'
L6	S71°39'04"W	92.09'
L7	N84°31'49"E	47.55'
L8	N84°31'49"E	47.55'
L9	S33°37'53"W	25.00'
L10	S33°37'48"W	28.16'
L11	S03°01'14"E	43.99'
L12	S76°12'13"E	33.97'
L13	S83°05'42"W	49.18'
L14	S83°05'42"W	49.18'
L15	S61°11'35"E	79.13'
L16	S61°11'35"E	79.13'
L17	S19°17'55"W	125.92'
L18	S12°16'32"E	43.01'
L19	N41°36'56"W	37.24'
L20	S75°37'51"E	36.81'
L21	N61°43'02"E	36.42'
L22	N24°26'51"E	37.10'
L23	N48°51'52"W	23.89'
L24	N73°26'10"E	45.73'
L25	N52°05'14"W	13.49'
L26	N02°28'39"E	60.44'
L27	N11°46'26"E	70.76'
L28	N23°07'34"E	70.68'
L29	N34°30'32"E	71.14'
L30	N46°03'17"E	72.70'
L31	N58°01'17"E	76.35'
L32	N70°16'24"E	76.29'
L33	N82°13'35"E	41.96'
L34	N82°13'35"E	30.28'
L35	N65°38'15"W	21.95'
L36	S65°38'15"W	52.70'
L37	S53°37'59"E	74.66'
L38	S41°37'46"E	74.65'
L39	S28°48'57"E	86.99'
L40	S15°33'14"E	61.14'
L41	S06°17'45"E	57.63'
L42	S15°33'14"E	13.52'
L43	S06°45'01"E	44.70'
L44	S27°08'05"E	32.29'
L45	S26°38'26"E	60.00'
L46	S26°38'26"E	48.75'
L47	S23°19'48"E	53.77'
L48	S16°22'50"E	72.86'
L49	N05°48'33"W	51.68'
L50	N06°00'06"W	50.55'
L51	N01°52'31"E	40.89'
L52	N01°17'04"E	50.50'
L53	S38°06'07"E	87.72'
L54	S61°11'35"E	37.27'
L55	S61°39'48"E	41.88'
L56	S73°34'38"E	76.55'
L57	S83°25'11"E	78.06'
L58	N79°48'09"W	84.81'
L59	N64°13'08"W	42.52'
L60	N28°29'48"E	70.00'
L61	S65°27'36"E	72.95'
L62	N70°54'17"W	95.45'
L63	N78°12'35"W	95.45'
L64	N87°47'11"W	107.85'
L65	N85°13'20"W	90.53'
L66	S83°05'42"W	69.37'
L67	S83°05'42"W	34.44'
L68	S83°05'42"W	14.73'
L69	N72°00'16"E	33.36'
L70	N22°40'01"E	108.27'
L71	N33°37'53"E	50.00'
L72	S56°22'07"E	69.49'
L73	S42°01'30"W	137.35'
L74	N87°59'54"E	56.22'
L75	S71°10'44"E	106.87'
L76	S05°29'23"E	65.82'
L77	S15°33'01"E	62.93'
L78	N34°05'45"E	22.29'
L79	N33°46'28"E	63.22'
L80	S74°49'18"E	170.97'

LINE TABLE		
NO.	BEARING	LENGTH
L81	N03°55'44"E	64.82'
L82	N88°25'24"E	66.16'
L83	N03°53'00"W	91.54'
L84	N24°45'36"E	91.54'
L85	N28°41'49"W	87.01'
L86	N67°30'00"W	53.64'
L87	N24°25'59"E	62.90'
L88	N00°36'39"E	54.10'
L89	S00°00'00"E	46.74'
L90	N84°42'22"E	45.57'
L91	S88°50'05"E	45.57'
L92	S40°57'06"W	17.53'
L93	S13°45'39"E	44.29'
L94	S16°25'22"W	33.14'
L95	N73°34'38"W	31.42'
L96	S87°39'49"E	76.19'
L97	N02°18'34"E	111.23'
L98	S87°41'26"E	95.78'
L99	S50°47'10"E	131.29'
L100	S03°07'53"E	32.19'
L101	N89°20'27"E	79.60'
L102	N87°39'49"W	83.82'
L103	S87°58'45"E	80.00'
L104	N07°46'25"W	60.00'
L105	N68°18'23"E	84.96'
L106	S83°57'53"E	88.77'
L107	S39°58'53"E	64.04'
L108	S24°21'45"W	60.81'
L109	N59°31'38"E	114.50'
L110	S60°04'07"E	81.36'
L111	S02°32'44"E	98.60'
L112	S21°13'44"W	93.68'
L113	S89°33'25"W	113.29'
L114	N27°08'05"W	16.69'
L115	S09°25'53"E	59.81'
L116	N83°32'53"E	20.49'
L117	S52°47'24"E	43.54'
L118	S03°01'14"E	38.25'
L119	S03°27'08"E	32.30'
L120	S24°02'00"W	115.28'
L121	S87°05'08"W	50.18'
L122	N77°21'15"W	78.09'
L123	N13°47'47"E	125.00'
L124	S76°12'13"E	120.00'
L125	N34°15'54"E	120.00'
L126	S55°44'06"E	125.00'
L127	N34°15'54"E	19.32'
L128	N30°51'31"W	130.63'
L129	N19°02'49"E	79.82'
L130	N32°24'21"E	129.22'
L131	S60°10'35"E	28.10'
L132	N28°41'19"E	33.62'
L133	N24°44'15"E	58.62'
L134	N22°40'01"E	59.97'
L135	S67°19'59"E	133.56'
L136	N67°19'59"W	8.56'
L137	N22°40'01"E	61.67'
L138	N59°00'50"E	11.45'
L139	S30°59'10"E	18.60'
L140	S59°34'43"E	112.83'
L141	S20°46'53"W	39.63'
L142	S56°22'07"E	32.35'
L143	S33°37'53"W	9.32'
L144	S56°22'07"E	125.00'
L145	S33°37'48"W	28.16'
L146	S60°28'52"E	62.34'
L147	N33°37'53"E	25.00'
L148	S56°22'07"E	125.00'
L149	N62°30'51"E	125.36'
L150	S27°29'09"E	175.37'
L151	N66°48'07"E	20.52'
L152	S58°12'46"E	86.59'
L153	S83°37'33"E	125.00'
L154	N13°33'56"E	28.92'
L155	S79°59'22"E	21.32'
L156	S02°11'33"E	99.00'
L157	S81°58'12"W	30.29'
L158	S05°23'37"W	76.62'
L159	S51°29'27"W	119.90'
L160	N64°35'57"W	97.69'

LINE TABLE		
NO.	BEARING	LENGTH
L161	N35°31'18"E	89.63'
L162	S79°32'03"E	65.45'
L163	S58°17'25"E	110.20'
L164	N01°16'46"E	50.00'

BLOCK "A"			
LOT	ACRES	SQUARE FEET	TYPE
1	7.2516	315883	AMEN.
2	29.0117	1263750	OS
3	0.2009	8750	R
4	0.2203	9597	R
5	0.2262	9854	R
6	0.2262	9854	R
7	0.2262	9854	R
8	0.2262	9854	R
9	0.2008	8750	R
10	0.2008	8749	R
11	0.8863	38606	OS/WQ
12	0.2272	9898	R
13	0.2252	9808	R
14	0.2315	10083	R
15	0.2605	11346	R
16	0.2252	9811	R
17	0.2009	8750	R
18	0.2009	8750	R
19	0.1148	5000	OS/WQ
20	0.2009	8750	R
21	0.2009	8750	R
22	0.2133	9292	R
23	0.2268	9881	R
24	0.2268	9882	R
25	0.3165	13787	OS/WQ
26	0.2268	9882	R
27	0.2268	9882	R
28	0.2277	9917	R
29	0.2065	8994	R
30	0.2226	9692	OS/WQ
31	0.2009	8753	R
32	0.2009	8753	R
33	0.2137	9307	R
34	0.2257	9832	R
35	0.2247	9788	R
36	0.2907	12665	OS/WQ

BLOCK "B"			
LOT	ACRES	SQUARE FEET	TYPE
1	26.6181	1159487	O.S.
2	0.2174	9469	R
3	0.2174	9469	R
4	0.2174	9469	R
5	0.2154	9384	R
6	0.2009	8750	R
7	0.2009	8750	R
8	0.2016	8783	R
9	0.2262	9852	R
10	0.2272	9898	R
11	0.2272	9898	R
12	0.2271	9895	R
13	0.2053	8943	R
14	0.2009	8750	R
15	0.2009	8750	R
16	0.2009	8750	R
17	0.2009	8750	R
18	0.2550	11110	R
19	0.2555	11131	R
20	0.2522	10985	R
21	0.2080	9062	R
22	0.2009	8750	R
23	0.2009	8750	R
24	0.2009	8750	R
25	0.2390	10406	R
26	0.2415	10521	R
27	0.2009	8751	R
28	0.2009	8750	R
29	0.2009	8750	R
30	0.2497	10876	R
31	0.2148	9357	R
32	0.2131	9282	R

BLOCK "B" CONTINUED			
LOT	ACRES	SQUARE FEET	TYPE
33	0.1856	8086	R
34	0.1721	7500	R
35	0.1721	7500	R
36	0.1926	8391	R
37	0.2010	8755	R
38	0.1804	7858	R
39	0.1722	7500	R
40	0.1722	7500	R
41	0.1722	7500	R
42	0.1722	7500	R
43	0.2174	9471	R
44	0.1793	7813	R
45	0.1791	7804	R
46	0.1800	7840	R
47	0.1756	7652	R
48	0.1721	7500	R
49	0.1721	7500	R
50	0.1721	7500	R
51	0.1721	7500	R
52	0.1866	8130	R
53	0.2122	9247	R
54	0.2135	9300	R
55	0.1950	8494	R
56	0.1722	7501	R
57	0.1722	7502	R
58	0.1901	8280	R
59	0.2131	9282	R
60	0.2131	9282	R
61	0.2131	9282	R
62	0.1986	8653	R
63	0.1722	7500	R
64	0.1723	7507	R
65	0.1940	8454	R
66	0.1966	8563	R
67	0.1794	7814	R
68	0.1723	7508	R
69	0.1509	6572	R
70	0.1801	7845	R
71	0.1660	7230	R
72	0.1905	8301	R
73	0.2344	10212	R
74	0.2304	10039	R
75	0.2268	9880	R
76	0.2280	9930	R
77	0.1530	6660	R
78	0.1435	6253	R
79	0.1435	6250	R
80	0.1435	6250	R
81	0.1435	6250	R
82	0.1435	6250	R
83	0.1435	6250	R
84	0.1435	6250	R
85	0.1435	6250	R
86	0.1435	6250	R
87	0.1466	6386	R
88	0.1523	6633	R
89	0.1485	6468	R
90	0.1438	6265	R
91	0.1436	6256	R
92	0.1587	6913	R
93	0.1697	7392	R
94	0.1521	6625	R
95	0.2348	10227	R
96	0.2296	10000	R
97	0.2296	10000	R
98	0.2296	10000	R
99	0.2813	12253	R

BLOCK "C"			
LOT	ACRES	SQUARE FEET	TYPE
1	0.2301	10023	R
2	0.2299	10014	R
3	0.2297	10004	R
4	0.2296	10002	R
5	0.2470	10751	R
6	0.2330	10145	R
7	0.2296	10000	R
8	0.2296	10000	R
9	0.2296	10000	R
10	0.2402	10463	R
11	0.2493	10861	R
12	0.2496	10872	R
13	0.2443	10643	R
14	0.2543	11078	R
15	0.2620	11413	

LINE TABLE		
NO.	BEARING	LENGTH
L1	S26°06'08"E	98.38'
L2	S02°05'49"W	148.13'
L3	N41°32'39"E	42.79'
L4	S41°32'39"W	90.47'
L5	S71°39'04"W	92.09'
L6	S71°39'04"W	92.09'
L7	N84°31'49"E	47.55'
L8	N84°31'49"E	47.55'
L9	S33°37'53"W	25.00'
L10	S33°37'48"W	28.16'
L11	S03°01'14"E	43.99'
L12	S76°12'13"E	33.97'
L13	S83°05'42"W	49.18'
L14	S83°05'42"W	49.18'
L15	S61°11'35"E	79.13'
L16	S61°11'35"E	79.13'
L17	S19°17'55"W	125.92'
L18	S12°16'32"E	43.01'
L19	N41°36'56"W	37.24'
L20	S75°37'51"E	36.81'
L21	N61°43'02"E	36.42'
L22	N24°26'51"E	37.10'
L23	N48°51'52"W	23.89'
L24	N73°26'10"E	45.73'
L25	N52°05'14"W	13.49'
L26	N02°28'39"E	60.44'
L27	N11°46'26"E	70.76'
L28	N23°07'34"E	70.68'
L29	N34°30'32"E	71.14'
L30	N46°03'17"E	72.70'
L31	N58°01'17"E	76.35'
L32	N70°16'24"E	76.29'
L33	N82°13'35"E	41.96'
L34	N82°13'35"E	30.28'
L35	N65°38'15"W	21.95'
L36	S65°38'15"W	52.70'
L37	S53°37'59"E	74.66'
L38	S41°37'46"E	74.65'
L39	S28°48'57"E	86.99'
L40	S15°33'14"E	61.14'
L41	S06°17'45"E	57.63'
L42	S15°33'14"E	13.52'
L43	S06°45'01"E	44.70'
L44	S27°08'05"E	32.29'
L45	S26°38'26"E	60.00'
L46	S26°38'26"E	48.75'
L47	S23°19'48"E	53.77'
L48	S16°22'50"E	72.86'
L49	N05°48'33"W	51.68'
L50	N06°00'06"W	50.55'
L51	N01°52'31"E	40.89'
L52	N01°17'04"E	50.50'
L53	S38°06'07"E	87.72'
L54	S61°11'35"E	37.27'
L55	S61°26'31"E	41.88'
L56	S73°34'38"E	45.14'
L57	S83°25'11"E	78.06'
L58	N79°48'09"W	84.81'
L59	N63°47'22"W	92.81'
L60	N28°29'48"E	70.00'
L61	S65°27'36"E	72.95'
L62	N70°54'17"W	95.45'
L63	N78°12'35"W	95.45'
L64	N87°47'11"W	107.85'
L65	N85°13'20"W	90.53'
L66	S83°05'42"W	69.37'
L67	S83°05'42"W	34.44'
L68	S83°05'42"W	14.73'
L69	N72°00'16"E	33.36'
L70	N22°40'01"E	108.27'
L71	N33°37'53"E	50.00'
L72	S56°22'07"E	69.49'
L73	S42°01'30"W	137.35'
L74	N87°59'54"E	56.22'
L75	S71°10'44"E	106.87'
L76	S05°29'23"E	65.82'
L77	S15°33'01"E	62.93'
L78	N34°05'45"E	22.29'
L79	N33°46'28"E	63.22'
L80	S74°49'18"E	170.97'

LINE TABLE		
NO.	BEARING	LENGTH
L81	N03°55'44"E	64.82'
L82	N88°25'24"E	66.16'
L83	N03°53'00"W	91.54'
L84	N24°45'36"E	91.54'
L85	N28°41'49"W	87.01'
L86	N67°30'00"W	53.64'
L87	N24°25'59"E	62.90'
L88	N00°36'39"E	54.10'
L89	S00°00'00"E	46.74'
L90	N84°42'22"E	45.57'
L91	S88°50'05"E	45.57'
L92	S40°57'06"W	17.53'
L93	S13°45'39"E	44.29'
L94	S16°25'22"W	33.14'
L95	N73°34'38"W	31.42'
L96	S87°39'49"E	76.19'
L97	N02°18'34"E	111.23'
L98	S87°41'26"E	95.78'
L99	S50°47'10"E	131.29'
L100	S03°07'53"E	32.19'
L101	N89°20'27"E	79.60'
L102	N87°39'49"W	83.82'
L103	S87°58'45"E	80.00'
L104	N07°46'25"W	60.00'
L105	N68°18'23"E	84.96'
L106	S83°57'53"E	88.77'
L107	S39°58'53"E	64.04'
L108	S24°21'45"W	60.81'
L109	N59°31'38"E	114.50'
L110	S60°04'07"E	81.36'
L111	S02°32'44"E	98.60'
L112	S21°13'44"W	93.68'
L113	S89°33'25"W	113.29'
L114	N27°08'05"W	16.69'
L115	S09°25'53"E	59.81'
L116	N83°32'53"E	20.49'
L117	S52°47'24"E	43.54'
L118	S03°01'14"E	38.25'
L119	S03°27'08"E	32.30'
L120	S24°02'00"W	115.28'
L121	S87°05'08"W	50.18'
L122	N77°21'15"W	78.09'
L123	N13°47'47"E	125.00'
L124	S76°12'13"E	120.00'
L125	N34°15'54"E	120.00'
L126	S55°44'06"E	125.00'
L127	N34°15'54"E	19.32'
L128	N30°51'31"W	130.63'
L129	N19°02'49"E	79.82'
L130	N32°24'21"E	129.22'
L131	S60°10'35"E	28.10'
L132	N28°41'19"E	33.62'
L133	N24°44'15"E	58.62'
L134	N22°40'01"E	59.97'
L135	S67°19'59"E	133.56'
L136	N67°19'59"W	8.56'
L137	N22°40'01"E	61.67'
L138	N59°00'50"E	11.45'
L139	S30°59'10"E	18.60'
L140	S59°34'43"E	112.83'
L141	S20°46'53"W	39.63'
L142	S56°22'07"E	32.35'
L143	S33°37'53"W	9.32'
L144	S56°22'07"E	125.00'
L145	S33°37'48"W	28.16'
L146	S60°28'52"E	62.34'
L147	N33°37'53"E	25.00'
L148	S56°22'07"E	125.00'
L149	N62°30'51"E	125.36'
L150	S27°29'09"E	175.37'
L151	N66°48'07"E	20.52'
L152	S58°12'46"E	86.59'
L153	S83°37'33"E	125.00'
L154	N13°33'56"E	28.92'
L155	S79°59'22"E	21.32'
L156	S02°11'33"E	99.00'
L157	S81°58'12"W	30.29'
L158	S05°23'37"W	76.62'
L159	S51°29'27"W	119.90'
L160	N64°35'57"W	97.69'

LINE TABLE		
NO.	BEARING	LENGTH
L161	N35°31'18"E	89.63'
L162	S79°32'03"E	65.45'
L163	S58°17'25"E	110.20'
L164	N01°16'46"E	50.00'

BLOCK "A"			
LOT	ACRES	SQUARE FEET	TYPE
1	7.2516	315883	AMEN.
2	29.0117	1263750	OS
3	0.2009	8750	R
4	0.2203	9597	R
5	0.2262	9854	R
6	0.2262	9854	R
7	0.2262	9854	R
8	0.2262	9854	R
9	0.2008	8750	R
10	0.2008	8749	R
11	0.8863	38606	OS/WQ
12	0.2272	9898	R
13	0.2045	8909	R
14	0.2315	10083	R
15	0.2605	11346	R
16	0.2252	9811	R
17	0.2009	8750	R
18	0.2009	8750	R
19	0.1148	5000	OS/WQ
20	0.2009	8750	R
21	0.2009	8750	R
22	0.2133	9292	R
23	0.2268	9881	R
24	0.2268	9882	R
25	0.3165	13787	OS/WQ
26	0.2268	9882	R
27	0.2268	9882	R
28	0.2277	9917	R
29	0.2065	8994	R
30	0.2226	9692	OS/WQ
31	0.2009	8753	R
32	0.2009	8753	R
33	0.2137	9307	R
34	0.2257	9832	R
35	0.2247	9788	R
36	0.2907	12665	OS/WQ

BLOCK "B"			
LOT	ACRES	SQUARE FEET	TYPE
1	26.6181	1159487	O.S.
2	0.2174	9469	R
3	0.2174	9469	R
4	0.2174	9469	R
5	0.2154	9384	R
6	0.2009	8750	R
7	0.2009	8750	R
8	0.2016	8783	R
9	0.2262	9852	R
10	0.2272	9898	R
11	0.2272	9898	R
12	0.2271	9895	R
13	0.2053	8943	R
14	0.2009	8750	R
15	0.2009	8750	R
16	0.2009	8750	R
17	0.2009	8750	R
18	0.2550	11110	R
19	0.2555	11131	R
20	0.2522	10985	R
21	0.2080	9062	R
22	0.2009	8750	R
23	0.2009	8750	R
24	0.2009	8750	R
25	0.2390	10406	R
26	0.2415	10521	R
27	0.2009	8751	R
28	0.2009	8750	R
29	0.2009	8750	R
30	0.2497	10876	R
31	0.2148	9357	R
32	0.2131	9282	R

BLOCK "B" CONTINUED			
LOT	ACRES	SQUARE FEET	TYPE
33	0.1856	8086	R
34	0.1721	7500	R
35	0.1721	7500	R
36	0.1926	8391	R
37	0.2010	8755	R
38	0.1804	7858	R
39	0.1722	7500	R
40	0.1722	7500	R
41	0.1722	7500	R
42	0.1722	7500	R
43	0.2174	9471	R
44	0.1793	7813	R
45	0.1791	7804	R
46	0.1800	7840	R
47	0.1756	7652	R
48	0.1721	7500	R
49	0.1721	7500	R
50	0.1721	7500	R
51	0.1721	7500	R
52	0.1866	8130	R
53	0.2122	9247	R
54	0.2135	9300	R
55	0.1950	8494	R
56	0.1722	7501	R
57	0.1722	7502	R
58	0.1901	8280	R
59	0.2131	9282	R
60	0.2131	9282	R
61	0.2131	9282	R
62	0.1986	8653	R
63	0.1722	7500	R
64	0.1723	7507	R
65	0.1940	8454	R
66	0.1966	8563	R
67	0.1794	7814	R
68	0.1723	7508	R
69	0.1509	6572	R
70	0.1801	7845	R
71	0.1660	7230	R
72	0.1905	8301	R
73	0.2344	10212	R
74	0.2304	10039	R
75	0.2268	9880	R
76	0.2280	9930	R
77	0.1530	6660	R
78	0.1435	6253	R
79	0.1435	6250	R
80	0.1435	6250	R
81	0.1435	6250	R
82	0.1435	6250	R
83	0.1435	6250	R
84	0.1435	6250	R
85	0.1435	6250	R
86	0.1435	6250	R
87	0.1466	6386	R
88	0.1523	6633	R
89	0.1485	6468	R
90	0.1438	6265	R
91	0.1436	6256	R
92	0.1587	6913	R
93	0.1697	7392	R
94	0.1521	6625	R
95	0.2348	10227	R
96	0.2296	10000	R
97	0.2296	10000	R
98	0.2296	10000	R
99	0.2813	12253	R

BLOCK "C"			
LOT	ACRES	SQUARE FEET	TYPE
1	0.2301	10023	R
2	0.2299	10014	R
3	0.2297	10004	R
4	0.2296	10002	R
5	0.2470	10751	R
6	0.2330	10145	R
7	0.2296	10000	R
8	0.2296	10000	R
9	0.2296	10000	R
10	0.2402	10463	R
11	0.2493	10861	R
12	0.2496	10872	R
13	0.2443	10643	R
14	0.2543	11078	R
15	0.2620	11413	R
16	0.3244	14131	R</

Attachment 3

Restated
The Headwaters at Barton Creek
Development Agreement

between

City of Dripping Springs

and

Oryx Development, LLC

and

WFC Headwaters Owner VII, L.P.

and

Rathgeber Investment Company, LTD.

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DEVELOPMENT AGREEMENT

STATE OF TEXAS

§
§
§

COUNTY OF HAYS

This Restated Development Agreement (“Agreement”) is between the City of Dripping Springs, (the “City”), and Oryx Development, LLC, successors-in-interest to the Townes Family Trust (“Commercial Owner”), and WFC Headwaters Owner VII, L.P. (“WFC”), successor-in-interest to Headwaters Development Co. and Rathgeber Investment Company, Ltd. (“Rathgeber”), successor-in-interest to Headwaters Development Co. WFC and Rathgeber may be collectively referred to herein as the “Residential Owner.” The Commercial Owner and the Residential Owner may be collectively referred to herein as the “Owners”. In this Agreement, the City and Owners are sometimes individually referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS:

WHEREAS, Owners own the balance of the undeveloped balance of land included in the approximately 1,509.68 acres of land (the “Land”) located within the city limits of the City and the extraterritorial jurisdiction (ETJ) of the City and in Hays County, Texas (the “County”), which is more fully described on the attached *Exhibit A*; and

WHEREAS, the City, Headwaters Development Co., and The Townes Family Trust entered into that certain The Headwaters at Barton Creek Development Agreement (the “**Agreement**”) on or about April 13, 2005, recorded at Volume 2675, Page 675, Official Public Records of Hays County, Texas; and

WHEREAS, the Agreement was amended by the First Amendment to The Headwaters at Barton Creek Development Agreement on or about June 10, 2008 (“**First Amendment**”); and

WHEREAS, the Agreement was further amended by the Second Amendment to The Headwaters at Barton Creek Development Agreement on or about August 12, 2014 (“**Second Amendment**”); and

WHEREAS, the Agreement was further amended by the Third Amendment to The Headwaters at Barton Creek Development Agreement on or about February 10, 2015 (“**Third Amendment**”); and

WHEREAS, the Parties desire to replace and supersede the Agreement as amended with this Restated Headwaters at Barton Creek Development Agreement; and

WHEREAS, Owners intend to develop or are in the process of developing the Land as a master-planned, mixed-use community that will include commercial and residential uses, together with open space and environmental preservation areas to benefit the residents and property owners of the community, as well as other residents of the City, the City's ETJ, and the County; and

WHEREAS, the development may also include facilities that will attract and serve tourists and visitors to the area. In this Agreement, the Land, as it will be developed, is sometimes referred to as the "Project;" and

WHEREAS, the City is located in a rapidly growing area of the County and new construction and land development will impact the future character of the City; and

WHEREAS, the City has adopted a Comprehensive Plan to guide the City in planning for future growth and development and the City Council finds that this Development Agreement is consistent with the Comprehensive Plan; and

WHEREAS, the City has determined that development agreements with developers of master-planned communities such as the Project will benefit the City by establishing land use controls; providing for the construction of appropriate and necessary utility, roadway and drainage infrastructure; encouraging economic development; protecting the environment; preserving native habitat and endangered species; and promoting the welfare of the citizens of the City and its ETJ; and

WHEREAS, the City and Owners are striving to achieve balance between the pressures of urbanization and the shared desires to protect the public safety, and conserve the hill country scenery and native habitat; and

WHEREAS, this Agreement grants the Owners a measure of predictability in terms of applicable municipal regulations and development fees; and

WHEREAS, this Agreement grants the City the public benefits related to conservation (i.e., "cluster") developments, and the application of certain municipal regulations in the ETJ, including building codes, zoning, lighting, landscaping regulations and exterior design standards for non-residential structures; and

WHEREAS, Owners and the City wish to enter into this Agreement to provide an alternative to the City's typical regulatory process for development; encourage innovative and comprehensive master-planning of the Land; provide a level of certainty of regulatory requirements throughout the term of this Agreement; and provide assurances of a high-quality development that will benefit the present and future residents of the City, the City's ETJ and the County; and

WHEREAS, the City is statutorily authorized to enter into such agreements with owners of property located in the City's ETJ pursuant to Texas Local Government Code Section 212.172; and

WHEREAS, the City has conducted numerous public hearings and received broad public input regarding the proposal contained within this Agreement; and

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

ARTICLE 1. DEFINITIONS

- 1.1 **Agreement:** This contract between the City of Dripping Springs, Texas and Owners, including all Exhibits, which are incorporated herein for all intents and purposes.
- 1.2 **Applicable Fees:** The fees and charges to be paid by Owners to the City with respect to the development of the Land.
- 1.3 **Applicable Rules:** The City Rules that, as modified by the Project Approvals and variances, exist at the Effective Date of this Agreement and will be applicable to the development of the Land. This term does not include Zoning (except as provided in 3.2.4), Building Codes, Landscaping, Lighting, Sign, or Exterior Design standards, as those regulations may apply or hereafter be applied to *non-residential* properties. This term does not include regulations mandated by state law, or that are necessary to prevent imminent harm to human safety or property.
- 1.4 **Association:** A community group that is organized with respect to the Land in which individual owners of lots share common interests and responsibilities for costs and upkeep of common space or facilities. The group may take the form of a Property Owners Association or Home Owners Association.
- 1.5 **City:** The City of Dripping Springs, an incorporated Type A, general-law municipality located in Hays County, Texas.
- 1.6 **City Administrator:** The chief administrative officer of the City of Dripping Springs, Texas. The term also includes the Deputy City Administrator.
- 1.7 **City Council:** The governing body of the City of Dripping Springs, Texas.
- 1.8 **City Engineer:** The person or firm designated by the City Council as the engineer for the City of Dripping Springs, Texas.
- 1.9 **City Rules:** The entirety of the City's ordinances, regulations and official policies, except as modified by this Agreement.
- 1.10 **Commercial Owner:** The Townes Family Trust, or subsequent owners of the tract designated as commercial on *Exhibit B*.

- 1.11 **Conceptual Plan:** The conceptual plan of the Project attached as *Exhibit B*, as it may be amended from time to time in accordance with this Agreement.
- 1.12 **County:** Hays County, Texas.
- 1.13 **District(s):** Any conservation and reclamation districts authorized pursuant to Texas Constitution Article III, Section 52, or Article XVI, Section 59, by way of example, Municipal Utility Districts or Water Control and Improvement Districts, etc., that may in the future be created and include the Land or portions thereof, and any subsequent district that may be created by division of such district or districts.
- 1.14 **Effective Date:** April 14, 2005.
- 1.15 **Impervious Cover Percentage:** The percentage calculated by dividing the total acres of impervious cover on the Land (but excluding from such total any impervious cover developed on the School Tract) by the total number of acres included in the Land. Whether or not outdoor decks are included in the calculation of impervious cover shall be determined by the City Engineer based on the deck design and materials. In the calculation of impervious cover, the following shall be characterized as *pervious* for all purposes: open space, greenbelt, mitigation land, park, irrigation field, flood plain, water quality and/or drainage facility and/or area, detention facility, swale, irrigation area, playground, athletic fields, granite or pea gravel trail.
- 1.15 **Land:** Approximately 1509.68 acres of land, in Hays County, Texas, more fully described on the attached *Exhibit A*.
- 1.16 **Master Plan:** The master plan of the City, originally presented in 1984, as may be amended, modified or supplemented by the City, in conjunction with the Comprehensive Plan.
- 1.17 **Mitigation Land:** A tract of real property designated by Owners to alleviate or lessen any adverse impacts of the Project. Mitigation land shall be preserved in perpetuity through conservation easements and/or deed restrictions.
- 1.18 **Open Space:** A tract or tracts of real property not occupied by any structures or impervious surfaces. A tract or tracts of real property designated by a public or private entity as accessible by the public for active or passive recreation shall qualify as Open Space. Property included within the confines of individual residential lots shall *not* qualify as Open Space under this Agreement.
- 1.19 **Owners:** Townes Family Trust, Headwaters Development Co., and any subsequent owner. The term is cumulative of the terms Commercial Owner and Residential Owner.

- 1.20 **P&Z:** The Planning and Zoning Commission, a volunteer citizen advisory board of the City of Dripping Springs that has been granted specific land use and development regulatory authority pursuant to City ordinances and state statutes.
- 1.21 **Project:** The Land, as it will be developed under this Agreement pursuant to the Concept Plan, attached as *Exhibit B*. The City may consider and approve modified Concept Plans that become necessary for Owners to obtain governmental permits, licenses and other approvals. The Project may include multiple phases for platting purposes. The Owners may change lot lines and interior streets upon receipt of written administrative approval from the City Engineer.
- 1.22 **Project Approvals:** The approvals, variances, waivers and exceptions to the Applicable Rules approved by the City with respect to the development of the Land, as set forth on the attached *Exhibit C*.
- 1.23 **Recreation:** Leisure time activities. Active Recreation involves active or energetic activities that are often performed with others, involves the use of equipment, and takes place at prescribed places, sites or fields (e.g., playground activities, swimming, tennis, and track). Passive Recreation involves activities that are relatively inactive or less energetic (e.g., board games, picnicking, and walking).
- 1.24 **Residential Owner:** Headwaters Development Co., or subsequent owners of the tract designated as residential on *Exhibit B*.
- 1.25 **School Tract:** The 64.52 acre tract of land described in *Exhibit A-1*.
- 1.26 **TCEQ:** Texas Commission on Environmental Quality, or its successor agencies.
- 1.27 **TxDOT:** Texas Department of Transportation, or its successor agencies.

ARTICLE 2. PUBLIC BENEFITS, INFRASTRUCTURE AND AMENITIES

- 2.1 **Orderly Growth:** The City desires that development within its ETJ occur in an orderly manner in order to protect the health, safety and welfare of the City's present and future citizens; preserve the environment; enhance property values; and provide for expansion of the City's tax base. This Agreement will benefit the City by facilitating the development of a master-planned community within an appropriate area of the City's ETJ, which will allow for thoughtful and high-quality planning, the development of necessary roadways and utility facilities, the provision of required fire protection services, and the development of a balanced community that includes commercial, residential, civic and recreational uses. Through this Agreement, the City is furthering its land planning objectives by imposing in the ETJ components of the City's rules for

Zoning, Lighting, Building, Exterior Design (for Commercial tracts), Signs and Landscaping.

- 2.2 Economic Development:** The development of the Project as a master-planned, mixed-use community will benefit the City by providing new employers and an expanded job market for the residents of the City and its ETJ; furthering the development of an expanded commercial tax base; and increasing the services that will be available to residents of the City and its ETJ.
- 2.3 Provision of Housing:** The development of the Land under this Agreement is intended to provide a range of housing prices for the City's present and future citizens and, as contemplated by the City's Comprehensive Plan, to allow the development of housing that will minimize negative environmental impacts and promote the aesthetic enhancement of the City and its ETJ. Further, the development of housing in accordance with this Agreement will promote safe and attractive housing conditions and a self-sustaining community.
- 2.4 Water and Wastewater Infrastructure:**
- 2.4.1.Cooperation:** The City, in its Comprehensive Plan, has recognized the need for additional water supplies and centralized wastewater service for the health and safety of the current and future residents of the City and its ETJ and to serve future growth. In recognition of these City goals, Owners will cooperate with the City and County in their efforts to obtain a permanent surface water supply and centralized wastewater collection and disposal service for the project.
- 2.4.2.Design:** Water and Wastewater infrastructure shall be designed and constructed in accordance with all applicable rules and regulations, including but not limited to those of the TCEQ. Water and Wastewater infrastructure shall be designed and constructed in a manner that will allow expansion and connection to the City's Water and Wastewater infrastructure, when operable. Any portions of the Open Space suitable for wastewater drip irrigation and not needed by the Owners for the Project or expansion of the Project will be available to the City for the City's wastewater use, subject to TCEQ rules and permits. This Agreement is not a basis for any obligation of Owners for the future costs of expansion of the irrigation site or wastewater plant, nor are Owners required to furnish additional land in addition to the Open Space for such expansion.
- 2.4.3.Adoption by District:** Owner shall cause this Agreement regarding water and wastewater expansion to be adopted by the District(s).
- 2.4.4.Wholesale & Retail Utility Service:** The Parties acknowledge that the City has applied with the TCEQ for a Certificate of Convenience and Necessity (CCN) granting the City the exclusive right to provide water services to the area that includes the Project. Owner and City agree that City shall be the retail water provider for the District(s). The City will contract with the Districts to be created by

Owners' petition to permit the Districts to be the retail water service contract operator for the City, pursuant to an Interlocal agreement between the City and the Districts through which the Districts agree to undertake all obligations, including construction of infrastructure, connection to the users, billing and collection of water revenues, operation and maintenance, and accounting for payment of wholesale water rates, necessary to facilitate the City's retail water service to the Project, and subject to the City's agreement(s) with its wholesale water provider. Districts may build the system(s) to be reimbursed with bond proceeds. Any future expansion of the system beyond the Project shall not be at Owners' expense. Owner agrees that the City shall have the right to provide wastewater utility services to the Project in the event the Districts do not provide such wastewater services or cease to provide such wastewater services at any time in the future.

2.5 Recreation & Tourism: The City has, in its Comprehensive Plan, established goals of increasing the availability of park and recreational facilities to serve the residents of the area, and enhancing the attractiveness of the City as a tourist destination. The development of the Project, as contemplated by this Agreement, will further these City goals in the following ways:

2.5.1 Open Space: The Project will include approximately 1,000 acres of community parkland, playgrounds, and open space, including greenbelts, irrigation, mitigation and conservation easements, which at the discretion of Owners will be dedicated to Districts, for operation and maintenance as open space areas. This approximately 1000 acres of Open Space may be developed in one or more tracts and may include a separate tract of approximately three hundred (300) acres to be separately dedicated for public use as community parkland, playground and open space. The Conceptual Plan attached as *Exhibit B* describes the open space usage.

2.5.2 Operation and Maintenance: The operation and maintenance of the dedicated open space shall be funded by a District, or other non-city sources approved by the City, until such time as the City annexes the District.

2.5.3 Public Access: Owners agree that the area designated on the Concept Plan, *Exhibit B*, as-Open Space shall be open to the public. Open Space shall include hike and bike trails. The Owners and the City may at a later date agree to designate certain portions of Open Space as closed to the public for environmental or safety purposes.

2.5.4 Master Parks & Open Space Plan; Parkland Dedication Owners agree to comply with the City's Parkland Dedication Ordinance. Owners agree to prepare a Master Parks & Open Space Plan ("Master Open Space Plan"), subject to the City's approval, governing all parkland and open space within the Project. Owners shall submit to the City a Master Open Space Plan within one (1) year of the Effective Date of the Second Amendment. Under this Agreement, it is not sufficient to meet parkland requirements on an individual plat basis; instead, all parkland requirements shall be tracked collectively through a matrix within the

Master Open Space Plan. Elements of the Master Open Space Plan shall include a schedule and budget for proposed improvements and location of parkland. The Master Open Space Plan shall delineate the extent of public use of the Open Space and address any limitations on public access. Owners agree to provide public access to Barton Creek and Little Barton Creek, as will be specified in the Master Open Space Plan, which may contain reasonable restrictions on use, such as posted hours, and limitations on camping and swimming. Owners shall provide a minimum of three (3) pedestrian access points to Parcel A as shown on the Conceptual Plan attached as *Exhibit B*. The pedestrian access points to Parcel A shall generally be located at “T” intersections and/or the location of the wastewater treatment plant. As part of the Master Parks & Open Space Plan opportunities for potential pedestrian connections to adjoining properties shall be identified.

Prior to Master Open Space Plan approval, concurrent with platting of each phase of the Project, Owners will designate specific parcels as parkland for the lots being platted at that time in compliance with the Parkland Dedication Ordinance. Following Master Open Space Plan approval, each plat submission will comply with the approved Master Open Space Plan. Owners and the City acknowledge that the Master Open Space Plan was submitted by the Owners in accordance with the provisions of this Section 2.5.4 and approved by the City on November 18, 2016”

2.6 Fees and Revenues: In consideration of the City’s covenants and concessions contained within this Agreement, and in order to assure that the City does not incur uncompensated expenses in connection with this Agreement and the development of the Land under this Agreement, Owners agree to pay to City certain development fees (as herein defined) in lieu of certain other fees and expenses payable to the City as follows:

2.6.1 Administrative & Professional Fee: Owners agree that any administrative & Professional fees be based on the current fee structure of the city and invoices from any and all consultants performing work for the city. Owners have established a deposit of the Administrative & Professional Fee of sixty thousand dollars (\$60,000.00) with the City, which is intended to cover all City legal fees and engineering fees, administrative expenses associated with this Agreement. The Residential Owner shall deposit thirty thousand dollars (\$30,000.00) of this Fee and the Commercial Owners shall deposit thirty thousand dollars (\$30,000.00) of this Fee. The final sum shall be reduced by the amount of progress payments provided to the City by Owners at the time of execution of this Agreement. Excess funds in escrow will be credited toward Platting Fees owed by Owners to City.

2.6.2 Facilities Expansion Fee: In addition to all other fees herein described, as consideration for this Agreement, Owners agree to pay the City a Facilities Expansion Fee to provide for expansion of public facilities of up to one million

dollars (\$1,000,000.00). The Facilities Expansion Fee will be calculated at the rate of five percent (5%) of each bond reimbursement received by Owners for costs advanced by Owners for the construction of water, wastewater, and drainage utility facilities within the Project and will be paid by the Owners to the City out of the Owners' reimbursement for such expansion that the Owners receive from the proceeds of the issuance of bonds by any District created for the Project. Each installment of the Facilities Expansion Fee will be payable solely out of the sums reimbursed to Owner by the Districts from the District's bond proceeds, and will be paid by Owners to the City within ten (10) days of Owners' receipt of the reimbursement upon which the fee is calculated.

- 2.6.25 Additional Facilities Expansion Fee:** For all bond reimbursements received by any Owner for costs advanced by Owners for the construction of road facilities, water, wastewater and drainage utility facilities, and other eligible costs and expenses related to the Project in excess of Forty Million Dollars (\$40,000,000), but not exceeding One Hundred Nineteen Million Two Hundred Forty Five Thousand Dollars (\$119,245,000), five percent (5%) of each bond reimbursement shall be paid by the Owners to the City out of the Owners reimbursement as an Additional Facilities Expansion Fee. Each installment of this Additional Facilities Expansion Fee shall be payable solely out of the sums reimbursed to the Owners to the District from the District's bond proceeds, and will be paid by Owners to the City within ten (10) days of Owners' receipt of the reimbursement upon which the fee is calculated.
- 2.6.3 Fees:** All fees under this Agreement shall be imposed in accordance to the City fee schedule applicable at the time of application for the specific authorization sought.
- 2.6.4 Subdivision Variances:** Fees shall be imposed in accordance to the City fee schedule applicable at the time of application for the specific authorization sought.
- 2.7 Environmental Protection:** Owners will implement compliance with the following natural resource laws and regulations, to the extent applicable:
- 2.7.1 Aquifer Protection:** The Land lies within the contributing zone to the Edwards Aquifer. Accordingly, Owners will comply with all applicable TCEQ regulations, including but not limited to Edwards Aquifer Rules, 30 TAC 213, as may be amended. Owners shall also take reasonable measures to protect the Trinity Aquifer, including at a minimum adherence to the above-cited Edwards Aquifer Rules.
- 2.7.2 Land Application Restrictions:** If treated sewage effluent is disposed of through irrigation of appropriate open areas within the Project, Owners will obtain and comply with the required TCEQ permit, which shall contain effluent treatment requirements and limitations at least as stringent as those in any TCEQ permit issued to the City for sewage effluent disposal through irrigation. The City reserves the right to comment on any permit application submitted by the Owners.

- 2.7.3 Waterway Protection:** Owner shall obtain and comply with any authorizations from the US Army Corps of Engineers that may be required for road and utility crossings of creeks and construction of water quality protection infrastructure, including but not limited to Clean Water Act Section 404 Permitting. Ownership and responsibility for such infrastructure shall be transferred to the District(s) subject to oversight provided by an Association.
- 2.7.4 Stormwater Controls:** Owners will prepare and implement a stormwater pollution prevention plan in compliance with the TCEQ's Texas Pollution Discharge Elimination System stormwater general permit for construction related stormwater discharges.
- 2.7.5 Endangered Species:** Owners will seek to ensure that the Project will not adversely affect listed endangered species or their critical habitat in accordance with the federal Endangered Species Act. Owners must provide City with current letters regarding the Project's compliance with the US Fish & Wildlife Service (USFWS) and Lower Colorado River Authority (LCRA) Memorandum of Understanding (MOU), as it exists on the Effective Date of this Agreement, or subsequent agreements that supersede the MOU.
- 2.7.6 Voluntary Measures:** Owners will implement numerous voluntary environmental protection measures for the benefit of the Project, including:
- (a) Mitigation Land:** Through District funding, Owners may dedicate to the public or place mitigation easements upon mitigation land in appropriate amounts to further the mitigation, preservation and re-population of endangered species and other environmental purposes. All mitigation land must be located on-site, adjoining the Project, or in the region. All mitigation land is subject to City Council approval in the form of a variance. In order to grant a variance authorizing the use of mitigation land, the City Council must make an affirmative finding in writing that use of the proposed site as mitigation land will be beneficial to the City and/or the Project. An affirmative vote of at least three of five (3 of 5) members of the City Council following a public hearing is required to approve a variance.
 - (b) Owner Education:** Owners will implement an education program to further the protection of the environmental resources in the Project. The program shall include, but shall not be limited to, the dissemination of pamphlets and newsletters to educate residents and property owners within the Project about the natural resources of the area and methods of environmental resource protection. Specifically, the educational program will address watershed protection; water conservation; native landscaping; species preservation; rain water harvesting; the dangers of using pesticides, fertilizers, and herbicides in the Barton Creek watershed; the promotion of organic fertilizers and herbicides; and the proper disposal of wastes.

(c) **Buffering:** In order to protect water quality, Owners will provide buffering of sensitive drainage areas within the Project. All buffer zones (including but not limited to those mandated by the USFWS shall be identified on *Exhibit D*. Buffer zones shall be left undisturbed along tributaries, except as authorized by TCEQ and/or USFWS. All buffer zones shall be vegetated. Owners agree to re-establish native prairie grasses in the buffers to the extent reasonably possible.

(d) **Landscaping:** Owners agree that the use of native species of plant materials will be utilized throughout the Project. Turf grasses on any lot within the Project shall be limited to Zoysia, Buffalo or Bermuda grasses. Other grasses may be approved by the City Administrator for lots utilizing drip irrigation systems. In no instance shall St. Augustine grass comprise more than ten percent (10%) of any lot.

2.7.7 **Wells:** Owner agrees that no water wells will be drilled or used to provide potable water to the Project. Owner agrees that all restrictive covenants for the Project shall reinforce this prohibition. Existing wells shall be capped. Notwithstanding the foregoing, existing wells may only continue to be utilized for wet pond make-up water except during times of drought, as determined by the Hays Trinity Groundwater Conservation District.

2.7.8 **Water Conservation Plan:** Owners shall comply with the City's plan, which has been approved by the Lower Colorado River Authority (LCRA) and is attached to this Agreement as *Exhibit E*, and is incorporated herein for all purposes. City further agrees that the LCRA water plan approved by the LCRA in connection with the provision of water service to the District may be used in place of the City's plan attached to this agreement as *Exhibit E*.

2.7.9 **Conservation Easements:** All conservation easements proposed under this Agreement or hereafter designated by the Owners shall be submitted to the City for review and approval prior to becoming effective or being recorded in the real property records. Areas designated in the Conceptual Plan as Open Space or Parkland shall be protected by Conservation Easements or other such enforceable instruments. Approximately 1,000 acres of public open space, which is required by Section 2.5.1 of this Agreement to be set aside, shall be protected by such instruments and preserved in perpetuity by them.

2.7.10 **Public Access:** Owners shall grant the public an easement to approximately 1,000 acres of Open Space, including trails and approximately 1,500 feet of frontage on Barton Creek. The scope of public access and parkland shall be addressed in the Master Open Space Plan. The Owners and the City may at a later date agree to designate certain portions of Open Space as closed to the public for environmental or safety purposes.

- 2.8 Deed Restrictions:** Owners agree that all restrictive covenants for the Project shall reinforce the provisions of this section and be applied to all builders and subsequent buyers.
- 2.9 Water Quality Plan:** Owners agree to implement and comply with the Water Quality Plan included in this Agreement as *Exhibit F*.
- 2.10 Hilltop Preservation:** The Owners shall not construct any buildings within the one (1) acre area surrounding each of the hilltops (“Hilltop Preservation Areas”) as depicted by GPS coordinates on the Conceptual Plan and the Owners agree that the Hilltop Preservation Areas shall be further specified and defined on the preliminary plat and final plat filed for the Project which shall be filed with the City at a later date. Further, the Owners shall limit disturbance of the Hilltop Preservation Areas to minor clearing of underbrush and removal of dead or diseased trees, branches, or vegetation, for the purpose of fire protection and public safety. Within 300 feet of the outer boundary of any Hilltop Preservation Area (such area being referred to herein as the “Building Height Limitation Zone”), buildings shall not exceed a height that is forty (40) feet above the topographical elevation at the boundary of the Hilltop Preservation Areas. For example, if the topographical elevation at the boundary of a Hilltop Preservation Area is 1,500 feet above sea level, a building located at the boundary of the Hilltop Preservation Area may not exceed 1,540 feet above sea level, regardless of the overall height of the building and a building located 250 feet away from the boundary of the Hilltop Preservation Area may not exceed 1,540 feet above sea level, regardless of the overall height of the building. Building height in these Building Height Limitation Zones shall be calculated according to the definition of “height of building” as set forth in Section 28.05.004 of the City of Dripping Springs Code of Ordinances (“**Code of Ordinances**”), which defines “height of building” as “the vertical distance measured from the average elevation of the existing grade of the building to the highest point of a flat or multi-level roof or, for gable or hip roofs, to the mean height between the eaves and the ridge. Chimneys, spires, towers, mechanical penthouses, tanks, and similar projections not intended for human occupancy shall be excluded.” For informational purposes, the forty (40) foot height limitation within the Hilltop Preservation Area, as set forth in this Section 2.10, is derived from the Austin Green Grow Guide which lists the median height of a typical live oak tree ranges from thirty (30) to fifty (50) feet.”

ARTICLE 3. PROPERTY DEVELOPMENT

- 3.1 Governing Regulations:** For purposes of any vesting analysis, the Parties agree that the Effective Date shall be construed as the date upon which Owners filed the first application with the City for development of the Project, in accordance with Texas Local Government Code Chapter 245, as may be amended. The Applicable Rules shall govern the Project, unless otherwise expressly provided in this Agreement. For the term of this Agreement, the development and use of the Land will be controlled by the terms of this Agreement, the Project Approvals and the Applicable Rules. If there is any conflict

between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

3.2 Project Approvals and Entitlements:

3.2.1 Project Approvals & Variances: The Project Approvals set forth in *Exhibit C* (the "Project Approvals") and the variances in *Exhibits C-1 and C-2* have been approved by all required City boards and commissions and the City Council and are granted by the City with respect to the development of the Land. This Agreement shall serve as guidance for the review and approval of any additional variances or other municipal authorizations not specifically included in this Agreement.

3.2.2 Conceptual Plan: The City confirms that the Conceptual Plan attached as *Exhibit B* complies with the City's Master Plan and Comprehensive Plan, and that the Conceptual Plan has been approved by all requisite City departments, boards and commissions and by the City Council. The City approves the land uses, densities, reservations of land for public purposes, exceptions, utility and roadway alignments and sizing and other matters shown on the Conceptual Plan. The City's execution of this Agreement shall be deemed to be the approval of the Conceptual Plan, *Exhibit B* on which the Preliminary Plats for development of the Land will be based.

3.2.3 Density of Development: With respect to the density of the Project, Owners will have the right to develop the Land at a density not to exceed 1,000 single-family residential units within the residential areas noted on the Concept Plan, and up to 5 residential lots on the southeastern portion of the Property across from existing Sunset Canyon homes, plus the right to develop approximately 175 acres of commercial, multifamily, office or other uses. For purposes of this Agreement, each duplex constructed in the Project shall constitute two living unit equivalents (LUEs).

3.2.4 Land Use:

- (a) For purposes of this Agreement the following shall be allowed within areas noted as residential areas: single family residences and related structures; duplex residential units; schools, parks, sports and playground facilities; community centers; churches; fire/police/medical protection facilities; water and wastewater facilities; amenities centers; drainage, detention and water quality facilities; and roads, trails and other access facilities. All uses not identified in the preceding sentence as residential uses shall be deemed commercial uses for the purposes of this Agreement. Commercial Owner shall be entitled to the uses allowed in the Planned Development District #6 Zoning District, as it may be amended. Commercial uses must conform to the City's Master Plan and the Interim Comprehensive Plan. Conditional Use Permits shall be required for City approval of townhomes and multifamily

projects on the Commercial tract(s). Any use that would be allowed in a residential use area, will be allowed in nonresidential use areas, except for single family residence and duplexes.

- (b) School Tract Land Uses: Land uses for the school tract shall be government facilities, government buildings, fire stations, day care, library, or school(s) and related school facilities and uses.
- (c) School Tract Development Standards: The School Tract, identified on the concept plan, shall be developed under the development standards found in Chapter 30 Zoning, Sec. 3.14 Government/Utility/Institutional (GUI), of the City's Code of Ordinances. No variances found in *Exhibits C-1* and *C-2* shall be applicable to this tract unless specifically noted. Roadways in this area may be constructed with the variances to road construction standards listed in *Exhibits C-1* and *C-2*.

- 3.2.5 Impervious Cover:** Owners may develop the Project with an Impervious Cover Percentage that does not exceed fifteen percent (15%) over the entire Project. Notwithstanding the forgoing and as noted in Section 1.15, the impervious cover developed on the School Tract shall not be included in determining the Impervious Cover Percentage for the Land. Owners shall have the right to apportion impervious cover limits on a lot by lot or use by use basis, not to exceed fifty percent (50%) on each residential lot in the Residential portion of the Project. With regard to the Commercial portion of the Project, as permitted by the City, Owners shall have the right to impervious cover limits not to exceed fifty percent (50%) of the entire Commercial portion. Owners may apportion such limits as it deems desirable so long as the overall limitation herein specified is not exceeded. Owners may count in density and impervious cover calculations land designated as greenbelt, open space, mitigation land or similar areas.

Notwithstanding the provisions of the preceding sentence, the following shall apply to the development of the Residential Tract. To the maximum extent practical, construction within the Residential Tract shall be limited to those areas with pre-development natural grades of less than fifteen percent (15%). The Residential Tract has bands of existing slopes that exceed fifteen percent (15%). Development of the Residential Tract will necessitate some construction in these areas in order to develop the Project. Construction may occur on slopes that exceed 15% within the Residential Tract if the following criteria and design standards are met:

- i) Designs shall be based on commonly accepted Geotechnical, Structural, Drainage and Water Quality Engineering practices, including local design criteria.
- ii) Designs and aesthetic treatments shall be consistent throughout the Project. Aesthetic treatments of exposed graded slopes, retaining walls and foundations shall be designed and graded in accordance with generally accepted

engineering practices. To the extent reasonably practical, Owners will require builders to shield exposed retaining walls and foundations with vegetation and/or fencing or other methods. The methods will be included by the Owners in the Deed Restrictions / CCRs.”

3.2.6 Phasing of Development: The calculation of impervious cover, parkland requirements, lot averaging and similar requirements shall be determined and calculated on a whole project basis. Each plat filed with the City shall contain a chart indicating the amount of impervious cover, LUE use, and parkland required for the entire Land, the amount associated with prior platted areas and the amount associated with the area subject to such plat. The chart shall also show the average lot size computation for the Land as a whole and resulting from the plat and prior platted areas. Any portion of the Property may be replatted to change the use or designation of that previously platted portion so long as the entire platted portion of the Property meets the requirements of this Agreement, including impervious cover, parkland requirements, lot averaging and similar requirements herein. So long as this Agreement remains in effect, such replatting shall be deemed controlled by this Agreement as if the same were an original platting of such replatted portions. The impervious cover developed on the School Tract shall not be included when determining the Impervious Cover Percentage for the Land.

3.2.7 Flag Lots: Flag lots are permitted, but shall comply with the following standards:

- (a) The Fire Department Chief shall review and either disapprove or approve the preliminary plat for each flag lot based on the following criteria (b) through (l)
- (b) No flag driveway shall be longer than four hundred (400) feet;
- (c) Flag driveways shall be at least twenty (20) feet in width;
- (d) Flag driveways shall have a vertical clearance at least thirteen (13) feet and six (6) inches;
- (e) No flag driveway shall exceed a slope of ten (10) percent;
- (f) Flag driveways must be constructed of an all-weather surface;
- (g) Flag driveway turnarounds must be in accordance with the Dead-End Fire Apparatus Access Road Turnaround requirements of the International Fire Code;
- (h) No more than five (5) consecutive, single flag lot lots are permitted;
- (i) The total number of flag lots shall not exceed forty (40);
- (j) The front yard setback for each flag lot shall be measured from the flag portion of the lot rather than the pole portion of the lot;
- (k) The area occupied by the entire pole portion of the lot shall not be counted toward the required minimum lot area; and
- (l) A fire hydrant shall be installed within twenty-five (25) feet of the intersection of the flag driveway and roadway.

An access, maintenance and landscape easement shall be identified on the final plat and the neighborhood covenants and restrictions for the Subdivision shall provide for common use and maintenance of this common area by all flag lots and shall restrict vehicle shared access to the single common drive. Such use restrictions and shared

maintenance obligations shall be set forth in future neighborhood covenants and restrictions.”

A conceptual flag lot plan is attached hereto as *Exhibit G* as the Flag Lot Plan Detail Sheet included in the Conceptual Plan, which depicts a flag lot layout that could be typical for the Project. The Flag Lot Detail Sheet is included in the Conceptual Plan for illustrative purposes only and does not substitute or override the criteria for which flag lots will be based as set forth in items (a) through (k) above.

3.2.8 Agreement to Negotiate with School District for Purchase of Land: WFC and the City have identified a tract of land (the “**School Tract**”) for potential sale to the Dripping Springs Independent School District (“**School District**”) based on the terms and conditions set forth in this Section 3.2.8. The School Tract is located within the Residential Tract and is depicted on the School Tract Detail Sheet included in the Conceptual Plan. During the School Tract Term (as defined below), WFC agrees to negotiate with the School District in good faith for the sale of the School Tract to the School District and to enter a contract with the School District for such sale (the “**Contract**”) if such negotiations are successful. WFC’s duties as set forth in this Section 3.2.8 shall apply only during the School Tract Term and only if the School District presents a written contract complete with all terms and conditions. WFC shall have no duty itself to offer to sell the School Tract to the School District at any time. If WFC and School District have not agreed on terms and entered into a fully executed and binding Contract prior to the expiration of the School Tract Term, then the provisions of this Section 3.2.8 shall become null and void and WFC shall have no further obligation to negotiate or contract for the sale of the School District Tract to the School District. The “**School Tract Term**” shall commence on the August 12, 2014 and shall expire upon the earlier of: (i) August 12, 2019, or (ii) either the date on which the 501st building permit is issued for homes to be constructed within the Residential Tract or, if a building permit is not required to commence construction of a home within the Residential Tract, then the issuance of the 501st water or sewer tap or other similar permit or approval is issued that would typically be associated with the commencement of a home within the Project. WFC agrees it will not plat or develop the School Tract during the School Tract Term. WFC’s duty to negotiate in good faith shall be determined by WFC in its reasonable discretion. For illustrative purposes only, an example of a good faith negotiation in accordance with this Section may be that WFC and the School District agree that the purchase price of the School Tract shall be determined by calculating the fair market value of the School Tract, assuming a “paper lot valuation,” which term shall be used herein to mean the price that a willing buyer is willing to pay a willing seller for the purchase of the thirty-seven (37) finished and buildable lots on the School Tract (“**Lost Lots**”), complete with fully developed streets, utilities, and infrastructure, and approval of all necessary permits for the Lost Lots, less the costs of the development of such streets, utilities, and infrastructure that would be constructed within the School Tract boundaries. The School Tract Detail Sheet shows the projected number of lots to be developed on the School Tract is attached

hereto as *Exhibit H* and incorporated herein for the purpose of determining a “paper lot valuation” of the School Tract. If a Contract is entered, it shall include conveyance by WFC to the School District: (a) the fee simple interest in and to the School Tract; (b) the right to receive thirty-seven (37) living unit equivalents (“LUE”) for water and wastewater for use on the School Tract; and (c) rights to the equivalent impervious cover that the Lost Lots would have been entitled to if the School Tract had been platted as thirty-seven (37) lots consistently with the School Tract Detail Sheet. If the School District requires additional LUEs or impervious cover for the School Tract, it will be required to obtain such additional LUEs and impervious cover from sources other than WFC and the Residential Tract. The agreements in this Section 3.2.8 in no way create any binding agreement between WFC and any third parties, including the School District. This Section is only an agreement between WFC and the City and no other party has rights or obligations as a result of this Section 3.2.8.

- 3.3 Further Approvals:** Upon the Effective Date of this Agreement, Owners may develop the Land consistent with the Project Approvals and this Agreement. Any future approvals granted in writing by the City for such development, as well as any written amendments to the Project Approvals, will become a part of the Project Approvals.
- 3.4 Standard for Review:** The City’s review and approval of any submissions by Owners will not be unreasonably withheld or delayed. The City will review any plans, plat or other filing by Owners in accordance with the applicable City’s ordinances, state law and this Agreement. If any submittal is not approved, the City will provide written comments to Owners specifying in detail all of the changes that will be required for the approval of the submittal.
- 3.5 Approvals & Appeals:** The City acknowledges that timely City reviews are necessary for the effective implementation of Owners’ development program. Therefore, the City agrees that it will comply with all statutory and internal City time frames for development reviews. The City further agrees that if, at any time, Owners believe that an impasse has been reached with the City staff on any development issue affecting the Project or if Owners wish to appeal any decision of the City staff regarding the Project; then Owners may immediately appeal in writing to the City Council requesting a resolution of the impasse at the next scheduled City Council meeting, subject to compliance with all timetables required by the open meeting laws. Appeals and approvals of variances may be approved by an affirmative vote of at least three of the five members of the City Council.
- 3.6 Concept Plan Amendments:**
- 3.6.1** Due to the fact that the Project comprises a significant land area and its development will occur in phases over a number of years, modifications to the Conceptual Plan may become necessary due to changes in market conditions or other factors. In order to provide flexibility with respect to certain details of the development of the Project, Owners may seek changes in the location and

configuration of the residential use lots shown on the Conceptual Plan, including changes within the proposed residential, mitigation or open space areas shown on the Conceptual Plan. Such changes will only require an administrative amendment to the Conceptual Plan so long as the Impervious Cover requirements herein are met and there are no changes to the density of the project.

- 3.6.2** The City Engineer shall be responsible for consideration and approval of such administrative amendments to the Concept Plan. The City Engineer may defer such approval to the City Council at the City Engineer's discretion. Further, minor changes as defined by the City Engineer, that are proposed for the Conceptual Plan that do not result in an increase in the overall density of development of the Land or increase the Impervious Cover Percentage of the Project, and which otherwise comply with the Applicable Rules and this Agreement may be approved by the City Council. Similarly, minor variations of a preliminary plat or final plat from the Conceptual Plan that are approved by the City Engineer that do not increase the overall density of development of the Land or increase the overall Impervious Cover limit of fifteen percent (15%), and which otherwise comply with the Applicable Rules, and this Agreement will not require an amendment to the Conceptual Plan.
- 3.7 Term of Approvals:** The Conceptual Plan, the Project Approvals, and any preliminary plat or final plat approved pursuant to this Agreement will be effective for the term of this Agreement unless otherwise agreed by the Parties.
- 3.8 Extension of Permits & Approvals:** Any permit or approval under this Agreement or granted by the City pursuant to, or in accordance with, this Agreement shall be extended for any period during which performance by any Owner is prevented or delayed by action of a court or administrative agency, or an Owner is delayed due to failure to receive a governmental permit despite demonstrable diligent efforts to obtain said permit. In no instance shall any permits or approvals be extended beyond the twenty year duration of this Agreement.
- 3.9 Initial Brush Removal:** Owners may mechanically remove brush without material soil surface disruption prior to receiving approval of plats in order to determine the location of roads, lots, utilities and drainage areas with regard to preservation of environmental features. Owners agree to utilize rubber-tired equipment for brush removal. Prior to plat approval, Owners may neither remove any tree (other than cedar trees) with a trunk having a diameter greater than four (4) inches measured four (4) feet above the base (ground elevation) of the tree, nor materially alter the existing drainage patterns prior to receiving City approval for Construction Plans. Owners shall ensure that as much area as possible is left undisturbed for as long as reasonably possible.
- 3.10 Building Code:** Owners agree that all habitable buildings shall be constructed in accordance with all building or construction codes that have been adopted by the City. Fees for all building permits or building inspections by the City or the City's designee

under this section shall be paid by builders. Building permit and building inspection fees are not included among the fees specifically listed in this Agreement.

- 3.11 Energy Conservation Standards:** Owners agree that all single family residential units shall conform to the Two Star Green Builder Program, or a successor equivalent standard.
- 3.12 Fiscal Security for Improvements:** The Owner shall not be required to provide fiscal security prior to any final plan approval provided that the Owners agree to construct improvements in a manner approved by the City Engineer. The City Engineer may require the Owners to post a bond at the time of final plat approval to assure that improvements are constructed as proposed if the City Engineer determines that there is some question regarding construction of the improvements. The City Engineer may also require construction and maintenance bonds for improvements.
- 3.13 Highway Access:** The roadway cuts shown on *Exhibit B* are approved by the City as of the Effective Date. Owner and City agree that traffic safety is crucial. All roadway and driveway cuts onto Highway 290 not shown on *Exhibit B* shall be subject to the approval of the City. Owner agrees to construct and fund acceleration lanes, deceleration lanes, and traffic control devices required by the Texas Department of Transportation (TxDOT).
- 3.14 Connectivity:**
- 3.14.1 Sunset Canyon.** Owner shall dedicate to the City with a right-of-way easement for projected future egress and ingress to the Project from the Sunset Canyon subdivision at Oak Meadow Drive as indicated on the Concept Plan, Exhibit B Owners shall provide fiscal security (in the form of the deposit of funds in escrow or a construction bond) sufficient to fund pavement of this East projection into Sunset Canyon. Owner shall construct a stub-out connecting street to Sunset Canyon unless a Traffic Impact Analysis (“TIA”) prepared by Owner and submitted to the City at the time Owner applies for preliminary plat approval for that section supports a determination by the City Administrator that the stub-out connecting street would create excessive traffic safety risks. In determining whether the stub-out connecting street would create excessive traffic safety risks, the City Administrator shall evaluate the TIA in consultation with the City Engineer, ESD #6, and Hays County Commissioner (Pct. 4), Hays County Fire marshal, and Hays County Sheriff. If the City Administrator determines that the stub-out connecting street would create excessive traffic safety risks, Owner shall construct an access point that is for emergency use only.
- 3.14.2 Cynosure Ranch.** The Conceptual Plan shows a conceptual connection from the Primary Project Roadway to the ROW Easement as described in Section 3.14.3 (the “Cynosure Connector”). The Owners shall be required to construct the Cynosure Connector, at the Owners’ cost and expense, after requested to do so by the City. The City’s request of Owners to construct the Cynosure Connector shall be conditioned on the prior construction of the roadway (the “290 Arterial”) to be

built within ROW Easement and extension of the 290 Arterial to US 290 by the City or others. The City may move the location of the ROW Easement and the 290 Arterial to the north, south, or west, so long as it does not further encroach on the Project. If the City moves the location of the ROW Easement and the 290 Arterial, Owners shall only be required to construct the Cynosure Connector to the Project's property line, and no farther. Only if Owners have not constructed the Cynosure Connector by the date on which either the 951st building permit is issued for homes to be constructed within the Residential Tract or, if a building permit is not required to commence construction of a home within the Residential Tract, then the issuance of the 951st water or sewer tap or other similar permit or approval is issued that would typically be associated with the commencement of a home within the Project, Owners shall be required to bond or post fiscal with the City for the Cynosure Connector.

3.14.3 Right of Way Reservation: The area shown on the western boundary of the Residential Tract as "ROW Easement" is intended to allow the construction of a future roadway (the "Future Roadway") as generally depicted in the City's 2014 Transportation Plan. At the time that a preliminary plat or final plat is submitted to the City which includes the area covered by the ROW Easement, then it shall be reserved as future right of way constituting one-half of the right of way necessary to construct the Future Roadway. At the time when right-of-way is needed for construction of the Roadway, the Owners of the property encumbered by the ROW Easement shall dedicate the area of land covered by the ROW Easement in fee simple to the City or the appropriate governmental entity for Ten Dollars (\$10.00) and no other compensation or consideration being paid to the Owners in return for such right-of-way. In order to secure such obligation to convey the right-of-way, the Owners shall, at the request of the City, execute and deliver a street deed conveying title to the ROW Easement to be held by the City in trust and not to be recorded until such time as the Future Roadway is to be built. The Owners shall have no obligation to build or pay any costs associated with the Future Roadway or to post any fiscal security for the Future Roadway."

3.14.4 Transportation: The vehicular and non-vehicular transportation network shall be designed to connect to neighboring existing and future developments. The street network shall be designed in accordance with the City's Transportation Plan. Private or gated streets are restricted to the areas shown on the Conceptual Plan.

3.15 Certain Fences. Eight foot (8') fences shall be constructed by Owners along the Sunset Canyon boundary of the Project upon receipt by the Owner of a written request from the Sunset Canyon Land Owners Association. Gates shall be installed at adjacent landowners' cost upon request of such adjacent landowners.

3.16 Deed Restrictions: Owners agree that all restrictive covenants for the Project shall reinforce the provisions of this section and applied to all builders and subsequent buyers, and shall be appropriately drafted and filed to effectuate this intent and Agreement.

ARTICLE 4. FINANCING DISTRICT

- 4.1 Consent to Creation of District:** In accordance with Texas Local Government Code, Section 42.042, the City has considered the creation of conservation and reclamation districts, authorized pursuant to Texas Constitution Article III, Section 52, or Article XVI, Section 59 covering all or portions of the Land (the "Districts"). The City confirms its support for creation of the Districts pursuant to Section 42.042, Local Government Code at the time of approval of this Agreement. The City's actual consent, if given, shall be evidenced by separate documents. The City agrees that any District may annex or exclude land owned by Owners that is located within the boundaries of the Project and the City's ETJ and may be divided in accordance with Chapters 49, 51, 53, and/or 54, Texas Water Code, or other Water Code provisions that may be applicable, in furtherance of Owners' development goals pursuant to this Agreement. Provided, however, that the Parties recognize that the property lies within the City's "Potential Service Area" in the "Wholesale Water Supply Agreement Between LCRA and the City of Dripping Springs," dated March 11, 2003.
- 4.2 Lighting:** Residential Owners, or an electric utility designated by Residential Owners, will construct all outdoor illumination for street lighting, signage, security, exterior, landscaping, and decorative facilities for the Project in accordance with all current City Rules, and the City's Lighting Ordinance, as may be amended, for both residential and non-residential properties. Residential Owners agree that all restrictive covenants for the Project shall reinforce this provision and be applied to all construction and builders. Additionally, all outdoor illumination constructed for future Dripping Springs Independent School District ("D.S.I.S.D.") facilities, including the School Tract referenced in Section 3.2.5(a)(b), associated with the Project and this Agreement, including sports field lighting, shall be in conformance with all current City Rules and the City's Lighting Ordinance, as may be amended. D.S.I.S.D. agrees that all restrictive covenants for the Project shall reinforce this provision and be applied to all construction and builders utilized and/or employed by D.S.I.S.D.
- 4.3 Fire Protection:** Each District, to the extent allowed by law, shall pursue all required approvals for, and, upon approval, will implement and finance a fire protection plan to provide fire protection services within the Project's boundaries in accordance with and subject to Section 49.351, Texas Water Code, and applicable regulations of the TCEQ, and Applicable Rules. Owners shall submit to City plans for emergency access points (e.g., crash gates) during the platting phase of development.
- 4.4 Annexation:**
- 4.4.1 Timing for Annexation.** The City agrees that it will not annex any residential land until: (a) water, wastewater and drainage facilities have been completed to serve at least ninety percent (90%) of the developable acreage within the District;

and (b) Owners have been reimbursed by the District for the water, wastewater, drainage or other facilities serving the District in accordance with the rules of the TCEQ. Owners grant consent for the City to annex any tracts of the Land that will be used for Commercial purposes (including but not limited to those tracts specifically designated a Commercial classification) after the Effective Date and *prior to* the formation of any District including the Commercial land, provided that consent is conditioned upon Owners and the City agreeing on the tax rebate agreement provided in 30 TAC Section 293.11(d)(8). Upon satisfaction of these conditions to annexation as to the District, the City may, but will not be required to, annex that District. Upon annexation of all tracts within the District, the District shall be abolished, and all assets, duties, obligations and liabilities of the District shall be transferred to, and assumed by, the City.

- 4.4.2 Subdivision of Property:** The City agrees that the submission of a request for annexation will not be required in connection with the subdivision of any property located within the District. Provided, however, that the City's agreement not to annex the residential phase of the Project shall not exceed twenty (20) years from the effective date of this Agreement. Owners agree that all restrictive covenants for the Project shall reinforce the provisions of this subsection and be applied to all builders and subsequent buyers.
- 4.4.3 Property Tax Rebate/Credit.** The City may annex all or any portion of any District. Any annexation of all or any portion of any District by the City at any time prior to the payment or retirement of any indebtedness owed by a District shall only be accomplished by compliance with this Agreement, and after agreement with the Districts, for a rebate or credit of any *ad valorem* taxes assessed to pay for water, wastewater, drainage or other services elsewhere in the City yet already provided to the Project by the District. The purpose of this section is to assure that residents of the District are not taxed by more than one taxing authority in order to pay for services provided by only one taxing authority.
- 4.4.4 Land Uses.** Contemporaneously with the annexation of land located within a District, the City will zone property within that District consistently with the land uses shown on the Conceptual Plan, and will zone all developed property consistently with the land uses in existence or proposed on the date of the annexation.
- 4.4.5 Dedication.** Owners agree to dedicate, donate, and otherwise transfer to the City ownership in fee simple of a tract comprising no less than one acre, as designated on the Concept Plan (See *Exhibit B*). The tract shall be part of the tracts herein designated as Commercial. The City's tract shall be used by the City solely for public purposes, such as open space, parkland, municipal offices, storage, fire protection, or other municipal operations.
- 4.5 Infrastructure Construction & Inspections:** Each District will be responsible for construction, operation and maintenance of all water, wastewater and drainage

infrastructure within its boundaries except as provided in section 2.4.4 of this Agreement. Each District will have the right to review and approve all plans and specifications for such infrastructure, and to inspect all such infrastructure during construction and prior to acceptance for operation and maintenance. A copy of each set of approved plans and specifications and a copy of all inspection certificates will be filed with the City for review and approval. All water, wastewater and drainage infrastructure within the Land shall be subject to City inspections and compliance with City Rules as they may be amended from time to time and TCEQ rules (TCEQ rules will control in the event of conflict). All water, wastewater, and drainage infrastructure within the Land shall be designed and built in accordance with the rules, regulations and specifications of the TCEQ, which rules, regulations and specifications are adopted as the governing rules, regulations and specifications for the water utility infrastructure constructed to serve the Project. Fees for all inspections by the City or the City's designee under this section shall be paid by Districts and are not included in the Fees provided for in section 2.6 of this Agreement.

- 4.6 Consent to Wastewater Discharge Facilities:** The City understands that the District(s) formed pursuant to Section 4.1 above, will apply to the TCEQ, or its successor agency, for a permit to treat and dispose wastewater generated by the development that is subject to this Agreement. The City reserves its right to comment on Owner's submission of such an application and order by the TCEQ.

ARTICLE 5. AUTHORITY

5.1 Term:

- 5.1.1 Term.** The term of this Agreement will commence on the Effective Date of the Amended and Restated Development Agreement and continue for fifteen (15) years thereafter ("Term"), unless sooner terminated under this Agreement. This Agreement may be extended for a longer duration not to exceed an additional five (5) years upon mutual agreement of the Parties.
- 5.1.2 Expiration.** After the Initial Term and any extension, this Agreement will be of no further force and effect, except that termination will not affect any right or obligation arising from Project Approvals previously granted.
- 5.1.3 Termination or Amendment.** This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the City and Owners or may be terminated or amended only as to a portion of the Land by the mutual written consent of the City and the Owners of only the portion of the Land affected by the amendment or termination.

- 5.2 Authority:** This Agreement is entered under the statutory authority of Chapter 212, Subchapter G, *Local Government Code*. The Parties intend that this Agreement guarantee the continuation of the extraterritorial status of portions of the Land as provided in this

Agreement; authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning upon annexation of any portion of the Land to the City.

- 5.3 Applicable Rules:** As of the Effective Date, Owners have initiated the subdivision and development permit process for the Project. The City agrees that, in accordance with Chapter 245, *Local Government Code*, the City will consider the approval of any further approvals necessary for the Project based solely on the Applicable Rules, as modified by the Project Approvals and this Agreement. Further, the City agrees that, upon the Effective Date, Owners have vested authority to develop the Land in accordance with the Applicable Rules, as modified by any exceptions contained in the Project Approvals and this Agreement.
- 5.4 Right to Continue Development:** In consideration of Owners' agreements hereunder, the City agrees that, during the term of this Agreement, it will not impose or attempt to impose: (a) any moratorium on building or development within the Project, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plans, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Project. No City-imposed moratorium, growth restriction, or other limitation affecting the rate, timing or sequencing of development or construction of all or any part of the Project will apply to the Land if such moratorium, restriction or other limitation conflicts with this Agreement or would have the effect of increasing Owners' obligations or decreasing Owners' rights and benefits under this Agreement. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and ETJ due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.
- 5.5 Equivalent Substitute Obligation:** If either Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and bona fide threat to public safety that prevents performance or requires different performance, subsequent conditions that would legally excuse performance under this Agreement, or, the Parties agree to cooperate to revise this Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party's overall contractual benefit under this Agreement.
- 5.6 Cooperation:**
- 5.6.1** The City and Owners each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

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

ARTICLE 6. GENERAL PROVISIONS

6.1 Assignment & Binding Effect:

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

- 6.1.2** If Owners assign its rights and obligations hereunder as to a portion of the Project, then the rights and obligations of any assignee and Owners will be non-severable, and Owners will be liable for the nonperformance of the assignee and vice-versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, even if such remedies will impede development activities of any performing developer as a result of that nonperformance.
- 6.1.3** The provisions of this Agreement will be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement will not, however, be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Project.
- 6.2 Severability:** If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.
- 6.3 Governing Law, Jurisdiction & Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The parties acknowledge that this Agreement is performable in Hays County, Texas and hereby submit to the jurisdiction of the courts of that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.
- 6.4 No Third Party Beneficiary:** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.
- 6.5 Mortgagee Protection:** This Agreement will not affect the right of Owners to encumber all or any portion of the Land by mortgage, deed of trust or other instrument to secure financing for the Project. The City understands that a lender providing financing for the Project ("Lender") may require interpretations of or modifications to this Agreement and agrees to cooperate with Owners and its Lenders' representatives in connection with any requests for interpretations or modifications. The City agrees not to unreasonably withhold or delay its approval of any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City agrees as follows:
- 6.5.1** Neither entering into this Agreement, nor any breach of this Agreement, will affect any lien upon all or any portion of the Land.
- 6.5.2** The City will, upon written request of a Lender given in compliance with Section 6.17, consider providing the Lender with a copy of any written notice of default

given to Owners under this Agreement within ten (10) days of the date such notice is given to Owners.

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

institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement. In the event of a default by the City, Owners will be entitled to seek a writ of mandamus, in addition to seeking any other available remedies. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.

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

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

CITY:

Original: City Administrator
 City of Dripping Springs
 P. O. Box 384
 Dripping Springs, Texas 78620
 Fax: (512) 858-5646

Copy to: City Attorney
 City of Dripping Springs
 P. O. Box 384
 Dripping Springs, Texas 78620
 Fax: (512) 858-5646

OWNERS:

Original: Edward R. Rathgeber
 2711 Hill View Green Lane
 Austin, TX 78703

Copy to: McGinnis, Lochridge & Kilgore, LLP
 Attention: William H. Bingham
 919 Congress Avenue, Suite 1300
 Austin, Texas 78701

Copy to: WFC Headwaters Owner VII, L.P.

Attention: Jesse Baker and Casey Tischer
 c/o: FCM TX, LLC
 500 Boylston St, Suite 2010
 Boston, MA 02116

Copy to: William P. McLean
 McLean & Howard, L.L.P.
 901 S. Mopac
 Building 2, Suite 225
 Austin, Tx. 78746

Copy to: Oryx Development, LLC
 Attention: Blake A. Rue
 3404 Kerbey Lane
 Austin, TX 78703

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

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

- Exhibit A - Metes and Bounds Description of the Land
- Exhibit A-1- Metes and Bounds Description of the School Tract
- Exhibit B - Conceptual Plan
- Exhibit C - Project Approvals, including Variances and Exceptions
- Exhibit D - Buffer Zones
- Exhibit E - Water Conservation Plan for City of Drippings Springs
- Exhibit F - Water Quality Plan
- Exhibit G- Parks & Open Space Master Plan

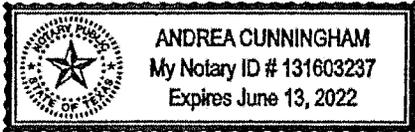
CITY OF DRIPPING SPRINGS:

by: *Todd Purcell*
Todd Purcell, Mayor

date: 2/18/2020

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this 18 day of February, 2020, by Todd Purcell, as Mayor of the City of Dripping Springs, Texas, a Texas municipality, on behalf of said city.



Andrea Cunningham
Notary Public, State of Texas

HEADWATERS

WFC Headwaters Owner VII, L.P.,
a Delaware limited partnership

By: WFC Headwaters GP VII, L.L.C.,
a Delaware limited liability company,
its General Partner

By: WFC Headwaters Holdings JV VII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: FCA Austin, LLC,
a Delaware limited liability company,
its Administrative Member

By: [Signature]
Name: **JESSE R. BAKER**
Title: Authorized Signatory

STATE OF MASSACHUSETTS §
§
COUNTY OF Suffolk §

This instrument was acknowledged before me on March 9, 2020, by Jesse R. Baker, Authorized Signatory of FCA Austin, LLC, a Delaware limited liability company, Administrative Member of WFC Headwaters Holdings JV VII, L.L.C., a Delaware limited liability company, Sole Member of WFC Headwaters GP VII, L.L.C., a Delaware limited liability company, general partner of WFC Headwaters Owner VII, L.P., a Delaware limited partnership, on behalf of said entities.



[Signature]
Sadie Fielding
Notary Public, State of Massachusetts
My commission expires: 6/12/26

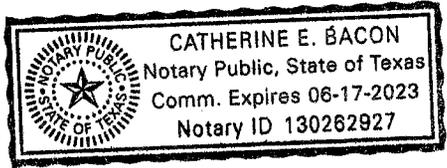
OWNERS, Oryx Development, LLC
a Texas limited liability company

by: [Signature]
Blake A. Rue, Managing Member

date: 5/29/2020

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 29th day of May, 2020, by Blake A. Rue, as Managing Member of Oryx Development, LLC., a Texas limited liability company, on behalf of said entity.



[Signature]
Notary Public, State of Texas

Item 2.

Exhibit A

Metes and Bounds Description of the Land

1539.46 acres of land, more or less, located in Hays County, Texas, being more fully described by metes and bounds as follows:

PAGE 1 OF 3

**FIELD NOTES DESCRIPTION FOR 1539.46 ACRES OF
THE HAZY HILLS RANCH IN HAYS COUNTY,
TEXAS**

Being all of a certain tract or parcel of land containing 1539.46 acres, more or less, comprising approximate acreage out of various Original Patent Surveys in Hays County, Texas, as follows:

Survey No.	Survey	Abstract No.	Acres
130	William Walker	475	221.44
137	Herman Benson	40	92.76
473	F. A. Jolly	555	79.39
	J. W. Powell	560	85.47
47	John Pitts	768	123.15
154	Levi Lewis	639	163.54
1717	J. E. Gilbert	811	11.92
	W. R. Wood	567	161.22
136	Edward Brown	44	189.28
	Heinrich Brashe	58	156.81
60	Marcus Raper	383	36.79
37	Marcus Raper	394	217.69

that same land conveyed as 1539.45 acres from Susan Townes Parker Gosford to Paul Pressler Family Generation Skipping Trust, et al, by a General Warranty Deed executed the 7th day of November, 2001, and recorded in Volume 1911 at Page 481 of the Official Public Records of Hays County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 60'd nail set in a found rock mound at or near the southwest corner of said survey no. 154, a southwest corner of said 1539.45 acres, a reentrant corner of 138.59 acres conveyed from Ethel M. Brydson Berkley, et al, to Ethel M. Brydson Berkley by a Partition Deed executed the 26th day of August, 1963, and recorded in Volume 198 at Page 151 of the Deed Records of Hays County, Texas;

THENCE, along or near a fence and the northeast line of said 138.59 acres, the southwest line of said 1539.45 acres, N29°44'25"W, at approximately 1389 ft. passing approximately 5 ft. S60°W from the occupied east corner between said 138.59 acres and 291 1/4 acres conveyed from Fred J. Morris, et ux, to Cynosure Corporation by a Warranty Deed executed the 6th day of February, 1973, and recorded in Volume 258 at Page 123 of the Deed Records of Hays County, Texas; then continuing along or near a fence and the northeast line of said 291 1/4 acres, with the southwest line of said 1539.45 acres, at approximately 1699 ft. passing approximately 6 ft. S60°W. from a fence angle post, at approximately 1712 ft. crossing fence, diverging from fence, at approximately 1857 ft. passing approximately 66 ft. N60°E. from a fence angle post, at approximately 1892 ft. passing approximately 12 ft. N60°E. from a fence angle post, at approximately 1979 ft. crossing fence, at approximately 2453 ft. passing approximately 66 ft. S60°W. from a fence angle post, at approximately 2670 ft. converging with fence, then continuing along or near a fence for a total distance of 4495.82 ft. to a 60'd nail found at a fence corner post for a northwesterly corner of said 1539.45 acres; N87°21'02"E., 4.39 ft. to a 60'd nail set in a found rock mound for a reentrant corner of said 1539.45 acres; N29°39'40"W., 2168.41 ft. to a 1/2" iron stake found at a fence corner for a reentrant corner of said 1539.45 acres, the northeast corner of said 291 1/4 acres; and S60°36'50"W., 1551.06 ft. to a 1/2" iron pipe found for the north common corner between said 291 1/4 acres and 206.2 acres conveyed from Jaye Wright, Trustee, to John Luke Hill, Jr., by a Warranty Deed executed the 3rd day of July, 1990, and recorded in Volume 852 at Page 247 of the Official Public Records of Hays County, Texas,

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PAGE 2 OF 3 • HAZY HILLS RANCH

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

THENCE, along or near a fence, with the common line between said 1539.45 and 1051.23 acre tracts, N30°04'19"E., at approximately 493 ft. passing 10 ft. S60°E. from a fence angle post, then continuing not along a fence for a total distance of 932.29 ft. to a ½" iron stake found in the bed of a creek; N65°02'34"E., along the creek bed, 345.19 ft. to a ½" iron stake set in an X found marked on rock; N85°37'07"E., 231.56 ft. to a found ½" iron stake; S82°33'09"E., 101.97 ft. to a set ½" iron stake; N73°02'04"E., 55.50 ft. to a set ½" iron stake; N29°57'45"E., at approximately 63 ft. crossing a fence, at approximately 68 ft. passing approximately 9 ft. N60°W. from a fence angle post, at approximately 135 ft. passing approximately 3 ft. N60°W. from a fence angle post, then continuing along or near a fence for a total distance of 681.05 ft. to a ½" iron stake found in a rock mound; and N29°21'37"E., 4426.39 ft. to a ½" iron stake found at a fence corner for the east corner of said 1051.23 acres, the west terminus of a Boundary Line Agreement between E. E. Townes Trust No. 2, et al, and Vincent Taylor, et ux, executed the 26th day of October, 1984, and recorded in Volume 485 at Page 183 of the Real Property Records of Hays County, Texas;

THENCE, along or near a fence, with the line of said Boundary Line Agreement, N29°14'52"E., 397.82 ft. to a ½" iron stake found for the most northwest corner of said 1539.45 acres; S78°20'35"E., crossing a newer fence, along the remains of an older fence, 519.97 ft. to a ½" iron stake found at a fence post; N85°40'23"E., 688.69 ft. to a found ½" iron stake; N50°04'03"E., 76.94 ft. to a 20" diameter Hackberry Tree; N78°43'49"E., 65.26 ft. to an unmarked point in the remains of a Hackberry Stump; N69°57'08"E., 68.57 ft. to a found ½" iron stake; S68°39'38"E., at approximately 73 ft. crossing fence, then continuing for a total distance of 106.96 ft. to a set ½" iron stake; N82°30'24"E., 22.08 ft. to a fence post; N89°26'51"E., 37.80 ft. to a 23" diameter Cedar Tree; S85°16'32"E., 41.46 ft. to an unmarked point in the remains of a Hackberry Stump; S76°37'27"E., 186.40 ft. to a fence post; S71°26'15"E., at approximately 39 ft. crossing fence, then continuing for a total distance of 248.11 ft. to a 13" diameter Live Oak Tree; S64°07'22"E., diverging south of fence, 72.96 ft. to a fence post; S59°14'45"E., 102.03 ft. to a 13" diameter Live Oak Tree; S53°42'02"E., 156.98 ft. to a fence post; S50°25'14"E., 110.56 ft. to a 23" diameter Live Oak Tree; S77°15'16"E., 133.89 ft. to a fence post; S32°00'36"E., 41.96 ft. to a set ½" iron stake; S23°52'10"E., 46.47 ft. to a fence post; S44°24'33"E., 274.22 ft. to a 12" diameter Live Oak Tree; S47°10'37"E., 129.23 ft. to a fence post; S63°03'46"E., 142.40 ft. to a fence post; S66°33'28"E., 707.42 ft. to a 60^d nail found in the top of a fence corner post for a northwest corner of said 1539.45 acres; and S30°37'25"W., 446.87 ft. to a ½" iron stake found for the east terminus of said Boundary Line Agreement, in the northwest line of 324.554 acres conveyed from Eloise Willingham Koonce, et vir, to William B. Mitchell, et ux, by a Cash Warranty Deed executed the 3rd day of March, 1999, and recorded in Volume 1514 at Page 326 of the Official Public Records of Hays County, Texas;

THENCE, along or near a fence, with the common line between said 1539.45 and 324.554 acre tracts, S29°54'31"W., 591.54 ft. to a found cotton spindle; S28°33'45"W., 572.42 ft. to a fence corner post for a reentrant corner of said 1539.45 acres, the southwest corner of said 324.554 acres; and S60°28'49"E., 789.52 ft. to a ½" iron stake found for a northwest corner of Sunset Canyon, Section V, a subdivision of Hays County according to the plat of record in Volume 3 at Page 284 of the Plat Records of Hays County, Texas, and as amended in Volume 4 at Page 234 of the Plat Records of Hays County, Texas;

Thence, along or near a fence, with the common line between said 1539.45 acres and said Sunset Canyon, Section V, S28°59'44"W., 3733.15 ft. to a ½" iron stake found for a west corner of said Sunset Canyon, Section V, a reentrant corner of said 1539.45 acres; S64°49'56"E., diverging northeast of fence, 448.87 ft. to a ½" iron stake found at a chain link fence; S57°31'21"E., along a chain link fence, at 132 ft. passing a fence corner, then continuing not along a fence, at approximately 282 ft. passing a fence corner, then continuing along or near a fence for a total distance of 580.25 ft. to a found ½" iron stake; S60°43'12"E., 920.97 ft. to a found ½" iron stake; S81°21'53"E., 2491.11 ft. to a ½" iron stake found for a reentrant corner of said 1539.45 acres, a southeast corner of said Sunset Canyon, Section V;

GROGAN SURVEYING • P. O. BOX 1156 • 1115 HWY 173 N • BANDERA, TX 78603 • PH/FAX (830) 796-7177

PAGE 3 OF 3 • HAZY HILLS RANCH

N28°52'08"W., 517.26 ft. to a ½" iron stake found for a southerly northwest corner of said 1539.45 acres, a reentrant corner of said Sunset Canyon, Section V; N63°15'26"E., 798.41 ft. to a ½" iron stake found for a north corner of said 1539.45 acres, a reentrant corner of Said Sunset Canyon, Section V; S26°44'32"E., 561.86 ft. to a ½" iron stake found for a reentrant corner of said 1539.45 acres, a south corner of said Sunset Canyon, Section V; N59°29'50"E., at approximately 730 ft. passing a fence angle, then continuing not along a fence for a total distance of 764.92 ft. to a ½" iron stake found for a north corner of said 1539.45 acres, a reentrant corner of said Sunset Canyon, Section V; S26°23'27"E., at approximately 59 ft. passing a fence angle post, then continuing along or near a fence for a total distance of 264.07 ft. to a found ½" iron stake; S17°21'54"E., 2302.42 ft. to a found ½" iron stake; S00°59'30"E., 1910.33 ft. to a ½" iron stake found for a reentrant corner of said 1539.45 acres, a southwest corner of said Sunset Canyon, Section V; N88°57'47"E., 630.08 ft. to a ½" iron stake found for the most southerly northeast corner of said 1539.45 acres, a reentrant corner of said Sunset Canyon, Section V; and S04°04'06"E., 925.24 ft. to a ½" iron stake found for the southeast corner of said 1539.45 acres, the most southerly southwest corner of said Sunset Canyon, Section V, in the north right-of-way line of U. S. Highway No. 290;

THENCE, along or near a fence, with the common line between said 1539.45 acres and said U. S. Highway No. 290, all points being concrete highway right-of-way markers unless stated otherwise: S69°21'22"W., 358.83 ft.; S82°04'12"W., 996.05 ft.; S79°07'35"W., 229.38 ft.; S87°43'31"W., 2023.60 ft. to the beginning of a 01°00'51" curve to the right; 152.93 ft. along the arc of said curve subtended by a 01°33'03" central angle and 5649.58 ft. radius (long chord = S88°15'36"W., 152.93 ft.) to its end; N85°09'24"W., 974.20 ft.; and N80°47'34"W., 1714.46 ft. to a ½" iron stake set for the most southerly southwest corner of said 1539.45 acres, the southeast corner of said 138.59 acres;

THENCE, along or near a fence, with the common line between said 1539.45 and 138.59 acre tracts, N00°50'17"W., 1299.94 ft. to a fence corner post for a reentrant corner of said 1539.45 acres, a northeast corner of said 138.59 acres; and S89°03'21"W., 952.49 ft. to the PLACE OF BEGINNING.

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

Dates surveyed: March 2 thru March 17, 2004
Dated this 23rd day of March, 2004



Mike A. Grogan
Registered Professional Land Surveyor No. 5296



Exhibit A-1

Metes and Bounds Description of the School Tract

64.52 Acres

Page 1 of 3

Edward W. Brown Survey Number 136
 W. R. Wood Survey Abstract Number 567
 John F. Gilbert Survey Number 1717
 Levi Lewis Survey Number 154
 Hays County, Texas

DESCRIPTION OF A 64.52 ACRE TRACT, PREPARED BY DELTA SURVEY GROUP, INC. IN SEPTEMBER 2019, LOCATED IN THE EDWARD W. BROWN SURVEY NUMBER 136, ABSTRACT NUMBER 44, THE W. R. WOOD SURVEY ABSTRACT NUMBER 567, THE JOHN F. GILBERT SURVEY NUMBER 1717, ABSTRACT NUMBER 811, AND THE LEVI LEWIS SURVEY NUMBER 154, ABSTRACT NUMBER 639, IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF A REMAINDER OF A CALLED 1035.74 ACRE TRACT CONVEYED TO WFC HEADWATERS, DESCRIBED IN DOCUMENT NUMBER 2014-14000136, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, SAID 64.52 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½ inch iron rod with “4542” cap found in the west line of a 300.00 acre tract described in Volume 3434, Page 321, Official Public Records, Hays County, Texas, for the southeast corner of a 29.78 acre tract described in Volume 2639, Page 400, Official Public Records, Hays County, Texas, same being the northeast corner of a 291.33 acre tract described in Volume 258, Page 123, Deed Records, Hays County, Texas, for the **POINT OF COMMENCEMENT**;

THENCE with the west line of said 300.00 acre tract, same being the east line of said 291.33 acre tract, S30°08'08"E, a distance of 1756.75 feet to a ½ inch iron rod with “Delta Survey” cap set for the southwest corner of said 300.00 acre tract, same being a west corner of said WFC Headwaters remainder tract, for the **POINT OF BEGINNING**;

THENCE with the south line of said 300.00 acre tract, same being a north line of said WFC Headwaters remainder tract, N59°51'45"E, a distance of 1329.23 feet to a ½ inch iron rod with “Delta Survey” cap set;

THENCE leaving the south line of said 300.00 acre tract, and crossing said WFC Headwaters remainder tract, the following twenty-five (25) courses and distances:

1. S62°05'07"E, a distance of 74.51 feet to a ½ inch iron rod with “Delta Survey” cap set,
2. S73°59'56"E, a distance of 160.00 feet to a ½ inch iron rod with “Delta Survey” cap set,
3. S28°33'50"E, a distance of 140.00 feet to a ½ inch iron rod with “Delta Survey” cap set,
4. S01°08'36"E, a distance of 110.00 feet to a ½ inch iron rod with “Delta Survey” cap set,
5. S42°41'44"E, a distance of 90.00 feet to a ½ inch iron rod with “Delta Survey” cap set,
6. S19°45'06"E, a distance of 190.00 feet to a ½ inch iron rod with “Delta Survey” cap set,
7. S38°34'18"E, a distance of 80.00 feet to a ½ inch iron rod with “Delta Survey” cap set,
8. S01°54'25"E, a distance of 160.00 feet to a ½ inch iron rod with “Delta Survey” cap set,
9. S06°58'47"E, a distance of 245.00 feet to a ½ inch iron rod with “Delta Survey” cap set,
10. S21°17'58"E, a distance of 115.00 feet to a ½ inch iron rod with “Delta Survey” cap set,
11. S04°01'24"W, a distance of 75.00 feet to a ½ inch iron rod with “Delta Survey” cap set,
12. S19°41'28"W, a distance of 160.00 feet to a ½ inch iron rod with “Delta Survey” cap set,

64.52 Acres

Page 2 of 3

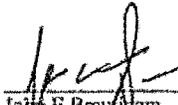
Edward W. Brown Survey Number 136
 W. R. Wood Survey Abstract Number 567
 John F. Gilbert Survey Number 1717
 Levi Lewis Survey Number 154
 Hays County, Texas

13. S01°59'28"W, a distance of 200.00 feet to a ½ inch iron rod with "Delta Survey" cap set.
 14. S19°40'04"E, a distance of 170.00 feet to a ½ inch iron rod with "Delta Survey" cap set.
 15. S41°51'33"E, a distance of 200.00 feet to a ½ inch iron rod with "Delta Survey" cap set.
 16. S00°17'38"W, a distance of 90.00 feet to a ½ inch iron rod with "Delta Survey" cap set.
 17. S12°18'52"W, a distance of 100.00 feet to a ½ inch iron rod with "Delta Survey" cap set.
 18. S47°35'06"W, a distance of 150.00 feet to a ½ inch iron rod with "Delta Survey" cap set.
 19. S16°32'55"E, a distance of 85.00 feet to a ½ inch iron rod with "Delta Survey" cap set.
 20. S77°33'14"E, a distance of 40.00 feet to a ½ inch iron rod with "Delta Survey" cap set.
 21. S31°08'57"E, a distance of 129.55 feet to a ½ inch iron rod with "Delta Survey" cap set.
 22. S01°51'04"E, a distance of 148.91 feet to a ½ inch iron rod with "Delta Survey" cap set.
 23. N86°55'41"W, a distance of 276.00 feet to a ½ inch iron rod with "Delta Survey" cap set.
 24. S38°37'28"W, a distance of 450.00 feet to a ½ inch iron rod with "Delta Survey" cap set.
- and
25. N30°08'07"W, a distance of 2100.00 feet to a 60d nail found in rock mound in the west line of said WFC Headwaters remainder tract, same being the east line of said 291.33 acre tract, from which a 60d nail found in said common line bears S85°37'47"W, a distance of 4.32 feet.

THENCE with the west line of said WFC Headwaters remainder tract, same being the east line of said 291.33 acre tract, N30°08'08"W, a distance of 411.60 feet to the POINT OF BEGINNING and containing 64.52 acres of land, more or less.

BEARING BASIS: Texas State Plane Coordinate System, South Central Zone, NAD83/CORS

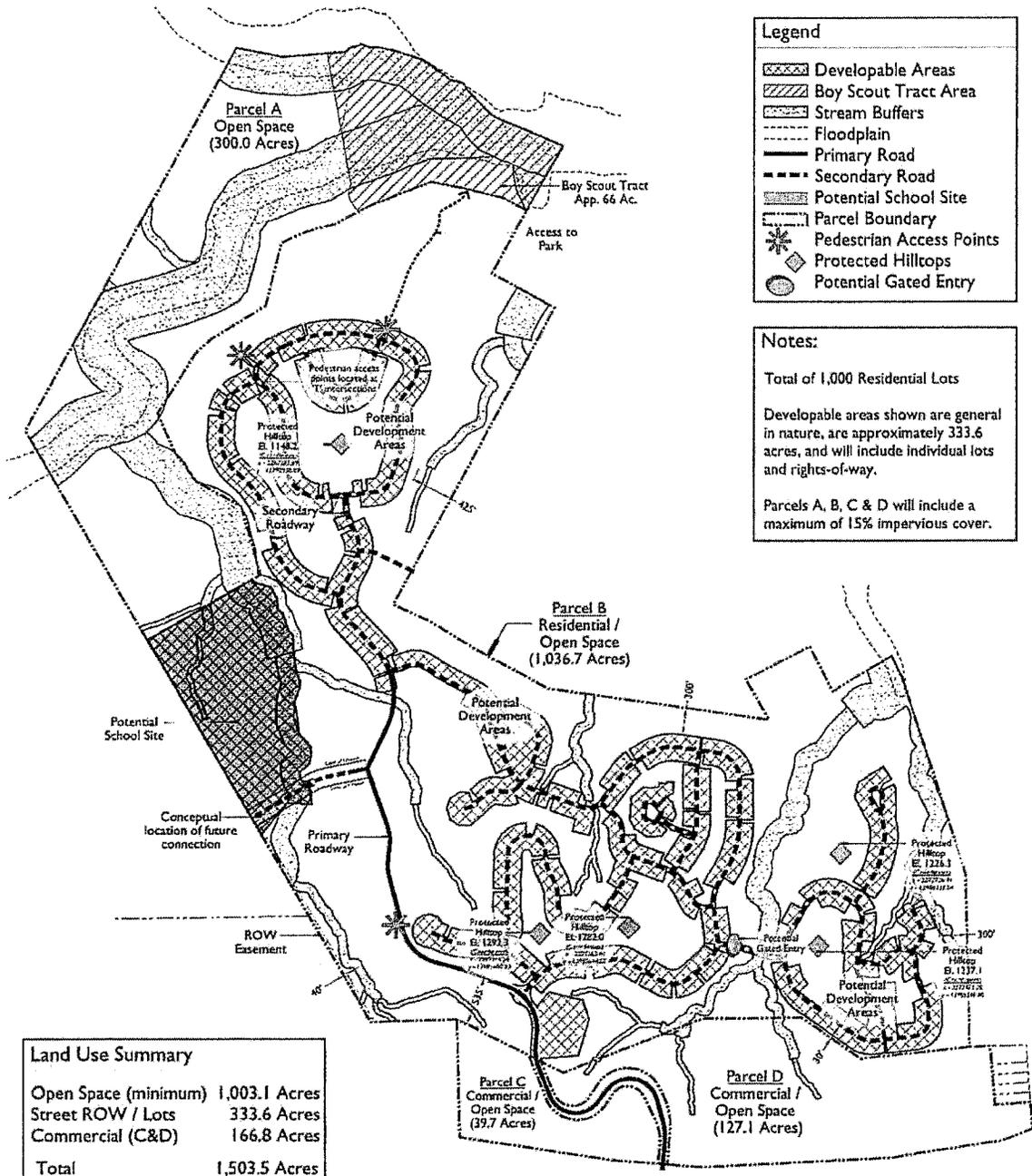
Date: 10-04-19


 John E. Brautigam
 Registered Professional Land Surveyor
 No. 5057, State of Texas



Delta Survey Group, Inc.
 8213 Brodie Lane, Suite 102
 Austin, Texas 78745
 TBPLS Firm No. 10004700

Exhibit B Conceptual Plan



Legend

- Developable Areas
- Boy Scout Tract Area
- Stream Buffers
- Floodplain
- Primary Road
- Secondary Road
- Potential School Site
- Parcel Boundary
- Pedestrian Access Points
- Protected Hilltops
- Potential Gated Entry

Notes:

Total of 1,000 Residential Lots

Developable areas shown are general in nature, are approximately 333.6 acres, and will include individual lots and rights-of-way.

Parcels A, B, C & D will include a maximum of 15% impervious cover.

Land Use Summary	
Open Space (minimum)	1,003.1 Acres
Street ROW / Lots	333.6 Acres
Commercial (C&D)	166.8 Acres
Total	1,503.5 Acres

Ownership Summary	
Parcel A	Rathgeber
Parcel B	WFC Headwaters Owner VII, L.P.
Parcel C & D	Oryx Development, L.L.C.

Exhibit C

Project Approvals, including Variances and Exceptions

1. The variances from the Applicable Rules attached as Exhibit C-1; and
2. The vehicular transportation standards attached as Exhibit C-2.
3. The City agrees that Owners may request City approval to use non-standard signage and lighting within the Project. The City may agree to allow the use of the non-standard lighting and signage provided that Owners, the District, or a homeowner's association created by Owners assumes the responsibility for any incremental costs associated with the maintenance, replacement or repair of the signage or lighting.
4. The City agrees that dedication of park and open space areas to the District will satisfy the requirement of Section 15.J. of Ordinance No. 1230.1, so long as the land dedicated is restricted to park, mitigation, open space or irrigation uses, as applicable.

Exhibit C-1

1. Ordinance No. 1230.5 Section 9 and Section 15 (Preliminary and Final Plats)
 - a) The Preliminary Plat may be drawn at a scale of 1"= 200' on 30" x 42" drawing instead of scale of 1"=100' on 18"x 24" drawing.
 - b) Construction security requirements may be satisfied through the execution of a subdivision construction agreement between the City and Owner.

2. Ordinance No. 1230.5 Section 12 (Critical Water Quality Zone)

3. Ordinance No. 1230.5 Section 15 (Standards and Specifications)
 - a) The proposed roadway standards listed on Exhibit C2 may be permitted.
 - b) J. 1. a. For subdivisions which are in the City Limits utilizing an organized wastewater disposal system and community water supply, the minimum lot size shall be 5000 square feet.
 - c) J. 1. b. For subdivisions in the ETJ which are utilizing an organized wastewater disposal system and community water supply, the minimum lot size shall be 5000 square feet.
 - d) J. 4. Lots on a standard street shall have a minimum street frontage of fifty (50) feet and lots on a cul-de-sac shall have a minimum street frontage of thirty (30) feet.
 - e) J. 6. Minimum residential front building setback lines shall be twenty (20) feet. Corner lots shall have a minimum twenty (20) foot setback on one street and ten (10) foot setback on the other street.
 - f) J. 6. Minimum commercial building setback lines shall be thirty (30) feet from any residential use.
 - g) J. 7. Minimum rear yard depths shall be five (20) feet.
 - h) J. 8. Minimum side yard depths shall be five (5) feet.
 - i) B. 2. Relation to Adjoining Street System is waived.
 - j) B. 3. Projection of streets is waived.
 - k) B. 8. Cul-de-Sacs shall not exceed three thousand (3,000) feet in length
 - l) B. 9. b. Residential blocks shall not exceed three thousand (3,000) feet in length
 - m) B. 12. a. Street Design Standards.

Exhibit C-2

1. Country Lanes shall have a design speed of twenty (20) mile per hour. The minimum centerline radius shall be one hundred (100) feet.
2. Local Streets shall have a design speed of twenty (20) miles per hour and a right of width of fifty (50) feet. The minimum centerline radius shall be one hundred fifty (150) feet.
3. Minor Collectors shall have a design speed of thirty (30) miles per hour. The minimum centerline radius shall be three hundred (300) feet.
4. Major Collectors shall have a design speed of thirty (30) miles per hour. The minimum centerline radius shall be three hundred (300) feet, with a minimum tangent length of one hundred fifty (150) feet.
5. Minor Arterials shall have a design speed of thirty (30) miles per hour. The total minimum pavement width shall be thirty six (36) feet. The minimum centerline radius shall be three hundred (300) feet, with a minimum tangent length of one hundred fifty (150) feet.
6. Shared Access Driveways are permitted to minimize curbcuts along collector roadways.
7. The minimum radius for edge of pavement at intersections for all streets shall be a minimum of fifteen (15) feet.

n) C.5.d. All channels shall have side slopes no steeper than 3:1

4. Ordinance No. 52B Section 8 D. (Building Sites)

- a) For building sites which utilize on-site or regional detention and water quality controls, there shall be no required downstream buffer.

Justification for the requested variances and responses to Section. 7. A. 1 through 5 of Ordinance No. 1230.5:

1. That there are special circumstances or conditions affecting the land involved, such that the strict application of the provisions of this Ordinance would deprive the applicant of the reasonable use of this land;

The proposed land use plan for the Project provides for the clustering of residential and commercial development on 475 acres and the provision of approximately 1000 acres of open space. This unique combination of private and public spaces cannot be achieved through the strict application of the City's ordinances. The requested variances will allow the clustering of affordable homes utilizing organized wastewater and central water service, with appropriately sized roadways and effective storm water controls.

2. That the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant;

Yes. The requested variances are necessary to achieve the goals described in Item 1.

3. That the granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property in the area; and

The requested variances will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area. The proposed infrastructure (i.e. roadways, drainage and utility facilities) for the Project will be designed and constructed in compliance with all applicable standards to protect the public.

4. That the granting of the variance will not have the effect of preventing the orderly development of other land in the area in accordance with the provisions of this Ordinance. Such findings of the Council together with the specific facts upon which such findings are based shall be incorporated into the official Minutes of the Council meeting at which such variance is granted.

The granting of the variances will not prevent the orderly development of other land in the area. The property is bounded on the south by Highway 290, on the east by the Sunset Canyon subdivision, and on the north and west by tributaries to Barton Creek. These natural and manmade features define and restrict the scope of future infrastructure in the City's planning area. No major roadways or utilities are anticipated to be installed through the property due to these features.

5. Variances may be granted only when in harmony with the general purpose and intent of this Ordinance so that the public health, safety and welfare may be secured and substantial justice is done. Pecuniary hardship to the subdivider, standing alone, shall not be deemed to constitute undue hardship.

As described above, the proposed Project conforms to the general purpose and intent of the City's Ordinances to protect the public health, safety and welfare.

Exhibit C-2

Street Design and Construction Standards

Code Section	Requirement	Current Standard	Proposed Standard
1230.1 15.B.12.a	Roadway Design Standards	Hays County Stds.	
Functional Classification			
One Way Alley	ADT	-	-
	Design Speed	-	10 mph
	Number of Lanes	-	1
	ROW Width	-	20'
	Width of Traveled Way	-	12'
Two Way Alley	ADT	-	-
	Design Speed	-	10 mph
	Number of Lanes	-	2
	ROW Width	-	20'
	Width of Traveled Way	-	15'
Country Lane	ADT	<100	<100
	Design Speed	25 mph	20 mph
	Number of Lanes	2	2
	ROW Width	50'	50'
	Width of Traveled Way	18'	18'
	Minimum Centerline Radius	200'	100'
	Minimum Tangent Length	50'	50'
Divided Local Street	ADT	-	101-1000
	Design Speed	-	20 mph
	Number of Lanes	-	2
	ROW Width	-	Varies (80-200')
	Width of Traveled Way	-	2@16'
	Minimum Centerline Radius	-	150'
Local Street	ADT	101-1000	101-1000
	Design Speed	25 mph	20 mph
	Number of Lanes	2	2
	ROW Width	60'	50'
	Width of Traveled Way	20'	26'
	Minimum Centerline Radius	300'	150'
	Minimum Tangent Length	100'	100'
Minor Collector	ADT	1001-2500	1001-2500
	Design Speed	35 mph	30 mph
	Number of Lanes	2	2
	ROW Width	60'	60'
	Width of Traveled Way	22'	22'
	Minimum Centerline Radius	375'	300'
	Minimum Tangent Length	150'	150'
Major Collector	ADT	2501-5000	2501-5000
	Design Speed	45 mph	30 mph
	Number of Lanes	2	2
	ROW Width	70'	70'
	Width of Traveled Way	24'	24'
	Minimum Centerline Radius	675'	300'
	Minimum Tangent Length	300'	150'
Minor Arterial	ADT	5001-15000	5001-15000
	Design Speed	55 mph	30 mph
	Number of Lanes	4	4
	ROW Width	100'	100'
	Width of Traveled Way	48'	36'
	Minimum Centerline Radius	975'	300'

	Minimum Tangent Length	500'	150'
Common Driveways	Provides access to lots along collector roadways		Permitted to minimize curb cuts along collector roadway
Traffic Calming Measures	Chicane / Throttle / Neckdown	-	Permitted to allow staggering of roadways around tree clusters and on-street parking
	Gateway	-	Permitted to allow narrowing of roadways at intersections and medians
	Roundabout	-	Permitted for one-way counter-clockwise direction
Sidewalks	Along Roadways	-	Trails permitted

Comparison of Variances to Current Standards

Code Section	Requirement	Current Standard	Proposed Standard
1230.5 9.C.	Preliminary plan format	1" = 100' on 18"x24" drawing	1" = 200' on 30"x42" drawing
1230.5 9.E.	Preliminary plan processing	No duration for completeness check	14 days for completeness check comments
1230.5 14.B.	Security for subdivision construction	Security required	Subdivision construction agreement between the City and developer
1230.5 15.B. 8.	Cul-de-sacs	2000 feet maximum length	3000 feet maximum length
1230.5 15.B. 9.	Block Length	2000 feet maximum length	3000 feet maximum length
1230.5 15.C.5.b.	Drainage Criteria	Rate of runoff after construction shall be less than or equal to the site's runoff prior to construction.	This provision shall not apply to drainage basins wholly within the development with impervious cover less than 20 percent that drain to Barton Creek or its tributaries internally to the property.
1230.5 15.C.5.d.	Channel Design	4:1 side slopes	3:1 side slopes
1230.5 15.J.1.a.	Lot Requirements	Minimum lot size of .5 acre	Minimum lot size of 5000 sf
1230.5 15.J.1.b.	Lot Requirements	Minimum lot size of 1 acre	Minimum lot size of 5000 sf
1230.5 15.J.4.	Frontage	Std. street : min. 100' Cul-de-sac : min. 60'	Std. street : min. 50' Cul-de-sac : min. 30'
1230.5 15.J.6.	Setback Lines	Residential Front: min. 30' Corner Lots: 30' & 20' Commercial	Residential Front: min. 20' Corner Lots: 20' & 10' Commercial

Item 2.

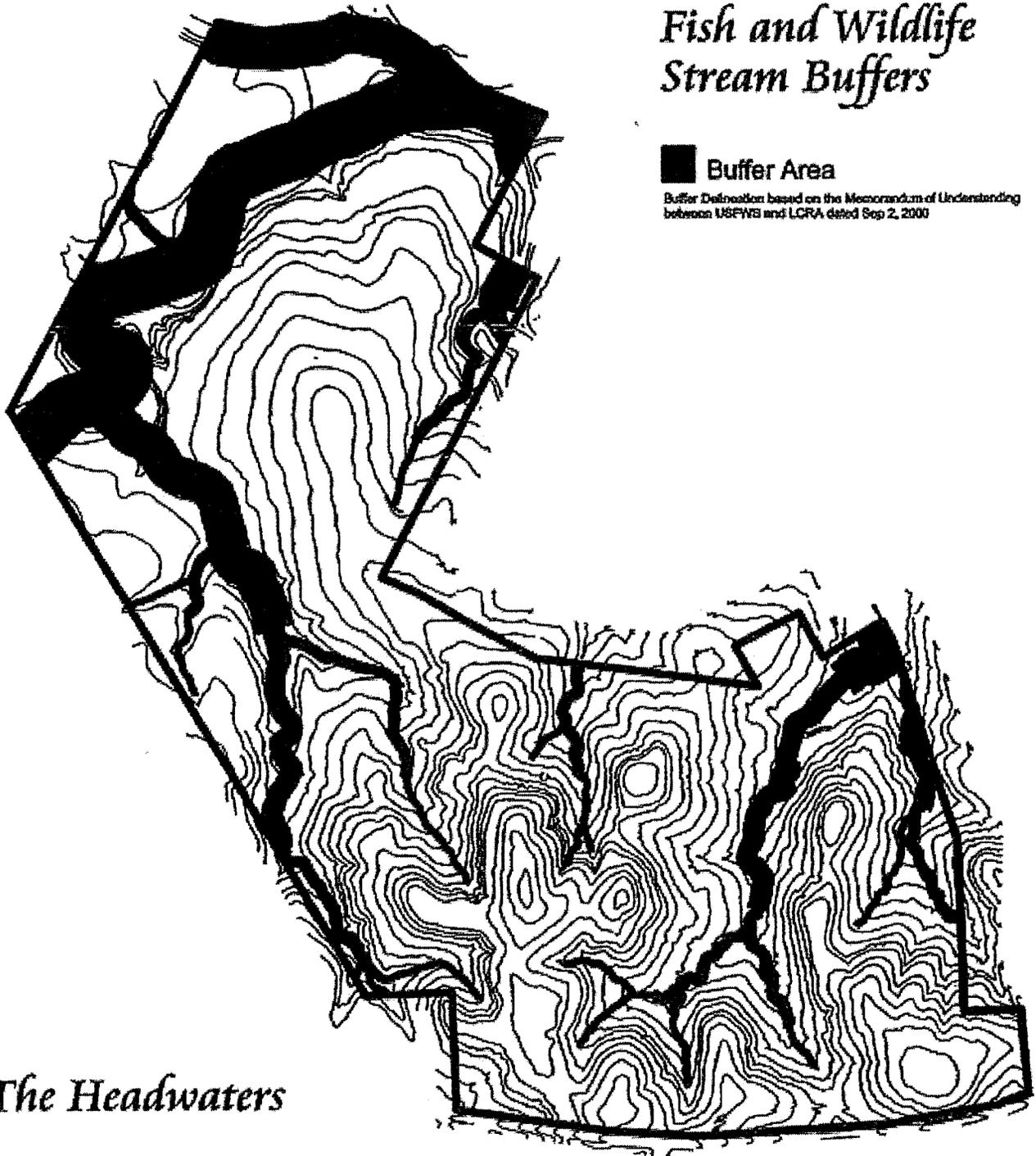
		Front: min. 30' Corner Lots: 30' & 20'	30' from any residential use
1230.5 15.J.7.	Rear Yards	Min. 30'	Min. 20'
1230.5 15.J.8.	Side Yards	Min. 10'	Min. 5'

Exhibit D
Buffer Zones

*Fish and Wildlife
Stream Buffers*

■ Buffer Area

Buffer Distinction based on the Memorandum of Understanding between USFWS and LCRA dated Sep 2, 2000



The Headwaters

Exhibit E

Water Conservation Plan for City of Dripping Springs

Water Conservation Plan

For

City of Dripping Springs

Hays County, Texas

Prepared for:

City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620

Prepared by:

CMA Engineering, Inc.
14101 West Highway 290
Building 600
Austin, Texas 78737
(512) 894-3230

February 2004

CMA No: 1046-004

1.0 Introduction

The City of Dripping Springs (City) developed this Water Conservation Plan (Plan) for its wastewater service area in an attempt assist in managing public water resources. The City recognizes that it is not the water provider within its proposed wastewater service area (see Appendix A), and therefore does not have the authority to completely manage public water resources within that area. Benefits of water conservation include: extending available water supplies; reducing the risk of shortage during periods of extreme drought; reducing water and wastewater utility operating costs; improving the reliability and quality of water and wastewater utility service; reducing customer costs for water and wastewater service; reducing wastewater flows; improving the performance of wastewater treatment systems; and enhancing water quality and the environment.

1.1 Scope

This Plan applies to all wastewater customers of the City. The water supply source of the City's wastewater customers may be either surface and/or ground water.

1.2 Declaration of Policy, Purpose and Intent

This Plan is designed to assist the water providers in conserving the available water supply and protect the integrity of water supply facilities; and to reduce wastewater utility operating costs; improving the reliability and quality of wastewater utility service; reducing customer costs for wastewater service; reducing wastewater flows, and improving the performance of wastewater treatment systems. The City hereby adopts the following Water Conservation Plan for its retail and wholesale wastewater customers.

2.0 Authorization and Implementation

The City Administrator is hereby authorized and directed to implement the applicable provisions of this Plan.

Further, the City Administrator, or his/her designee, will act as Administrator of the Water Conservation Program. He/she will oversee the execution and implementation of the program and will be responsible for keeping adequate records of program implication.

This Plan was presented to City Council in February 2004. A certified copy of the minutes approving this plan is included in Appendix B.

3.0 Application

The provisions of this Plan shall apply to all persons, customers, and property being served by the City's wastewater system. The terms "person" and "customer" as used in

the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

4.0 Definitions

For the purposes of this Plan, the following definitions shall apply:

Conservation: those practices, techniques and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

City Administrator: Person or entity authorized by the City of Dripping Springs City Council to act on behalf of the City.

Retail Wastewater Customer: an individual or entity that is provided wastewater service directly the City.

Potable Water: water supplied from the LCRA's West Travis County Water System, the Dripping Springs WSC potable water supply well, or private individual water wells.

Wholesale Wastewater Customer: an individual or entity that for compensation supplies wastewater to another. The term does not include an individual or entity that provides wastewater service to itself or its employees or tenants as an incident of that service or tenancy.

5.0 Water Conservation Plan

The City will promote water conservation by informing City residents and wastewater customers about ways to save water inside their homes, commercial establishments and other buildings, in landscaping and lawn uses, and in recreational uses. Information may be distributed to customers as described below:

- 1) All new members will receive a water conservation information packet upon applying for wastewater service.
- 2) Distribution of water conservation brochures notifying customers of changes made to the plan
- 3) Newspaper articles or inserts on water conservation
- 4) Work with area schools and/or civic organizations to promote water conservation activities such as water conservation week.
- 5) School education programs
- 6) Notifying customers of other entities that have implemented water conservation programs in the area such as the Dripping Springs WSC and the LCRA

Other conservation strategies include promoting the recycling and reuse of reclaimed wastewater from the City's wastewater system.

6.0 Plan Review and Updates

This Plan was developed to provide community and wastewater customers with essential water conservation information and services. In the future, supplemental appendices may be added as determined by the City Council. In addition, the Plan will be reviewed at a minimum of every five (5) years and updated based on other developments in District's water service area.

Exhibit F
Water Quality Plan

Runoff from this development shall be managed through water quality controls and onsite pollution prevention and assimilation techniques so that no increases as measured by the performance standards set out herein, occur in the respective average annual loadings of total suspended solids, total phosphorus, pesticides, and herbicides from the site.

PERFORMANCE STANDARDS

All development shall achieve the following performance standards:

(a) Total Suspended Solids, Total Phosphorous.

(1) Total Suspended Solids. For development on slopes between zero percent (0%) and ten percent (10%), seventy percent (70%) of the annual pollutant load increase in the stormwater runoff for total suspended solids shall be removed. For development on slopes greater than ten percent (10%) but less than twenty percent (20%), eighty percent (80%) of the annual pollutant load increase in the stormwater runoff of total suspended solids shall be removed. For development on slopes greater than twenty percent (20%), ninety percent (90%) of the annual pollutant load increase in the stormwater runoff of total suspended solids shall be removed.

(2) Total Phosphorous. For development on slopes between zero percent (0%) and ten percent (10%), seventy percent (70%) of the annual pollutant load increase in the stormwater runoff for total phosphorous shall be removed. For development on slopes greater than ten percent (10%) but less than twenty percent (20%), seventy-five percent (75%) of the annual pollutant load increase in the stormwater runoff for total phosphorous shall be removed. For development on slopes greater than twenty percent (20%), eighty-five percent (85%) of the annual pollutant load increase in the stormwater runoff of total phosphorous shall be removed.

TABLE 1
PERFORMANCE STANDARDS FOR POLLUTANT REMOVAL LEVELS

SLOPE	TOTAL SUSPENDED SOLIDS	TOTAL PHOSPHOROUS
0-10%	70%	70%
10 - 20% SLOPE	80%	75%
>20% SLOPE)	90%	85%

(b) Streambank Erosion. Streambank erosion shall be controlled by designing the drainage system so that the amount of erosion and siltation occurring in the receiving streams is not increased. Specifically, the magnitude and frequency of the pre-development one year design storm shall remain the same. The one year design storm shall be that storm as defined in the LCRA Technical Manual. Receiving streams with a watershed of less than 160 acres are not subject to the above requirement, but a streambank erosion control plan must be reviewed and approved by the City.

(c) **Erosion and Sedimentation Control.** Erosion and sedimentation shall be controlled throughout the development process in accordance with the LCRA Technical Manual.

(d) **Alternative Performance Standards.** Development that meets all of the following criteria need not comply with subsections (a) and (b) of this Section:

(1) Minimum lot size of one acre; and

(2) Street and drainage network is designed without curbs or gutters, or some other suitable design, so that runoff is treated using over-land flow methods to a vegetated buffer. The vegetated buffer must meet the slope and vegetative area cover criteria described in the LCRA Technical Manual.

(e) **Sub-basin Averaging.** It is the intent of the Ordinance to have a project, as a whole, meet these performance standards. Each phase of a project shall also meet the performance standard when such performance standard is averaged with phases previously built or under construction. As such, averaging of performance standards between sub-basins is allowed under the following conditions:

(1) Performance standards shall be met or exceeded where drainage impacts an adjacent land owner or environmentally sensitive area.

(2) No off-site sub-basin discharge shall fall below the performance standard by more than ten percent (10%).

(f) **Monitoring and Reporting.** The City may require water quality performance monitoring of certain BMPs. Water quality monitoring shall last a period of at least 3 years. The cost of monitoring shall be borne by the developer. During the monitoring period, the applicant shall submit annual reports showing the results of the monitoring efforts. The pollutant parameters to be monitored shall be determined by the City.

(g) **Ground cover.** Areas disturbed during construction activities shall be restored to a coverage level consistent with a stable undisturbed condition.

(h) **Point discharges.** New point discharges of runoff into critical water quality zones or water quality buffer zones shall be dissipated to sheet flow conditions throughout the zone.

(i) **Herbicides and Pesticides.** The use of fertilizers and pesticides shall be prohibited within critical water quality zones or water quality buffer zones.

(j) **Integrated Pest Management (IPM).** An IPM must be submitted with each development plan.

(k) Public Awareness/Education. The developer must prepare and submit an education and public awareness plan which shall include implementation responsibility.

(l) Fiscal Surety. Developers and/or its assigns must post fiscal surety for ongoing (post-acceptance) operation and maintenance of water quality controls and best management practices.

(m) Buffer Zones. Buffer zones (i.e., undisturbed natural areas) should be established for the stream drainage system and for sensitive environmental features within the Edwards Aquifer watersheds.

A. Buffer zones should remain free of construction, development, or other alterations.

Water quality ponds may be constructed within buffer zones only when no other practical alternative exists. The number of roadways crossing through the buffer zones should be minimized and constructed only when necessary. Other alterations within buffer zones could include utility crossings, but only when necessary, fences, low impact parks, and open space. Low impact park development within the buffer zone should be limited to trails, picnic facilities, and similar construction that does not significantly alter the existing vegetation. Parking lots and roads significantly alter existing vegetation and are not considered low impact. Neither golf course development nor wastewater effluent irrigation should take place in the buffer zone. Stormwater from development should be dispersed into overland flow patterns before reaching the buffer zones. The buffer zones should not be used in the pollution management calculations because the purpose of these areas is to "buffer" the system from the effects of the development. The development should achieve non-degradation before entering buffers of major streams.

B. Each stream should have an undisturbed native vegetation buffer zone on each side of the stream that includes the 100 year floodplain or as follows, whichever is greater:

Streams draining 640 acres (one square mile) or greater should have a minimum buffer of 300 feet from the centerline on each side of the stream.

Streams draining less than 640 acres but 320 or more acres should have a minimum buffer of 200 feet from the centerline on each side of the stream.

Streams draining less than 320 acres but 128 or more acres should have a minimum buffer of 100 feet from the centerline on each side of the stream.

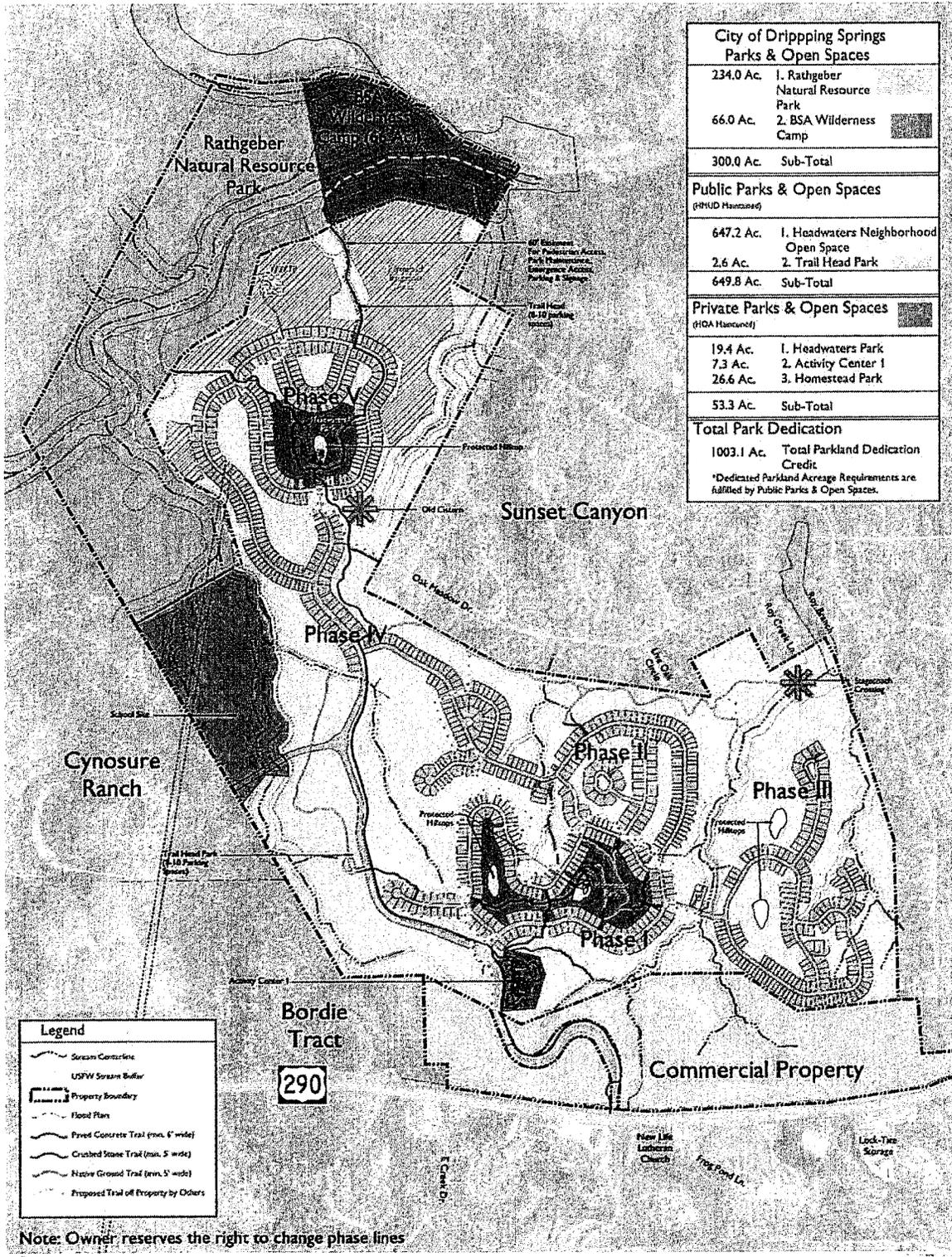
Streams or swales draining less than 128 acres but 40 or more acres should have a minimum buffer of 50 feet from the centerline on each side of the drainage.

Streams or swales draining less than 40 acres but 5 or more acres should have a minimum buffer of 25 feet from the centerline on each side of the drainage.

C. Sensitive environmental features should have a minimum buffer zone of 150 feet around the feature (radius) provided there is adequate vegetative cover and the soils in the buffer zone are not eroding and are stable. This distance would provide the vegetative cover and surface area for pollutant removal from runoff before it enters the feature. If the drainage to a feature is greater than 150 feet in length, then the minimum buffer should be expanded to a minimum of 300 feet for the area draining into the feature. Sensitive environmental features include: caves, sinkholes, faults with solution-enlarged openings, fracture zones with solution-enlarged openings, springs, seeps, or any wetland area that holds water or supports mesic vegetation for sustained periods. Sensitive features as defined by the "Instructions to Geologists for Geologic Assessments on the Edwards Aquifer Recharge/Transition Zones", Texas Commission on Environmental Quality (TCEQ) document 0585 (Rev. 5/1/02) should have these buffers established.

(n) **Maintenance Plans.** Plans for inspection and maintenance of the measures are necessary in order to ensure their proper functioning. Documentation should be provided that ensures sufficient annual funding to properly inspect and maintain the measures.

Exhibit G
Parks and Open Space Master Plan



Item 2.

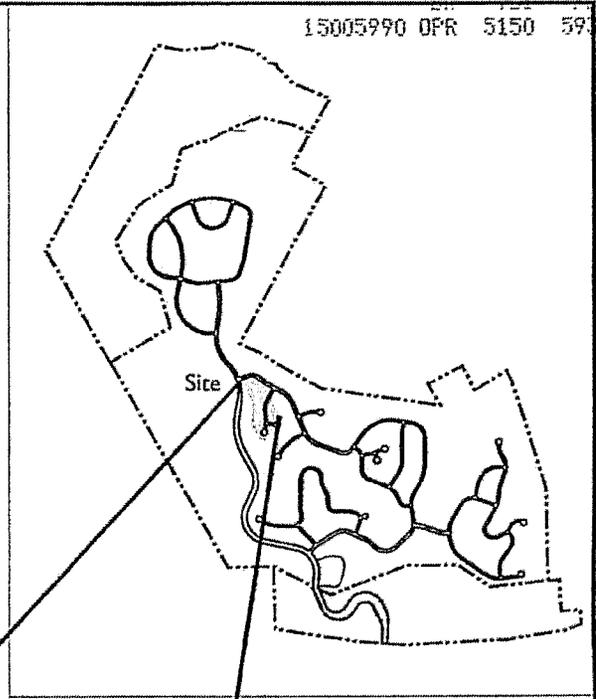
15005990 Bk Vol Pg
0PR 5150 592

EXHIBIT G

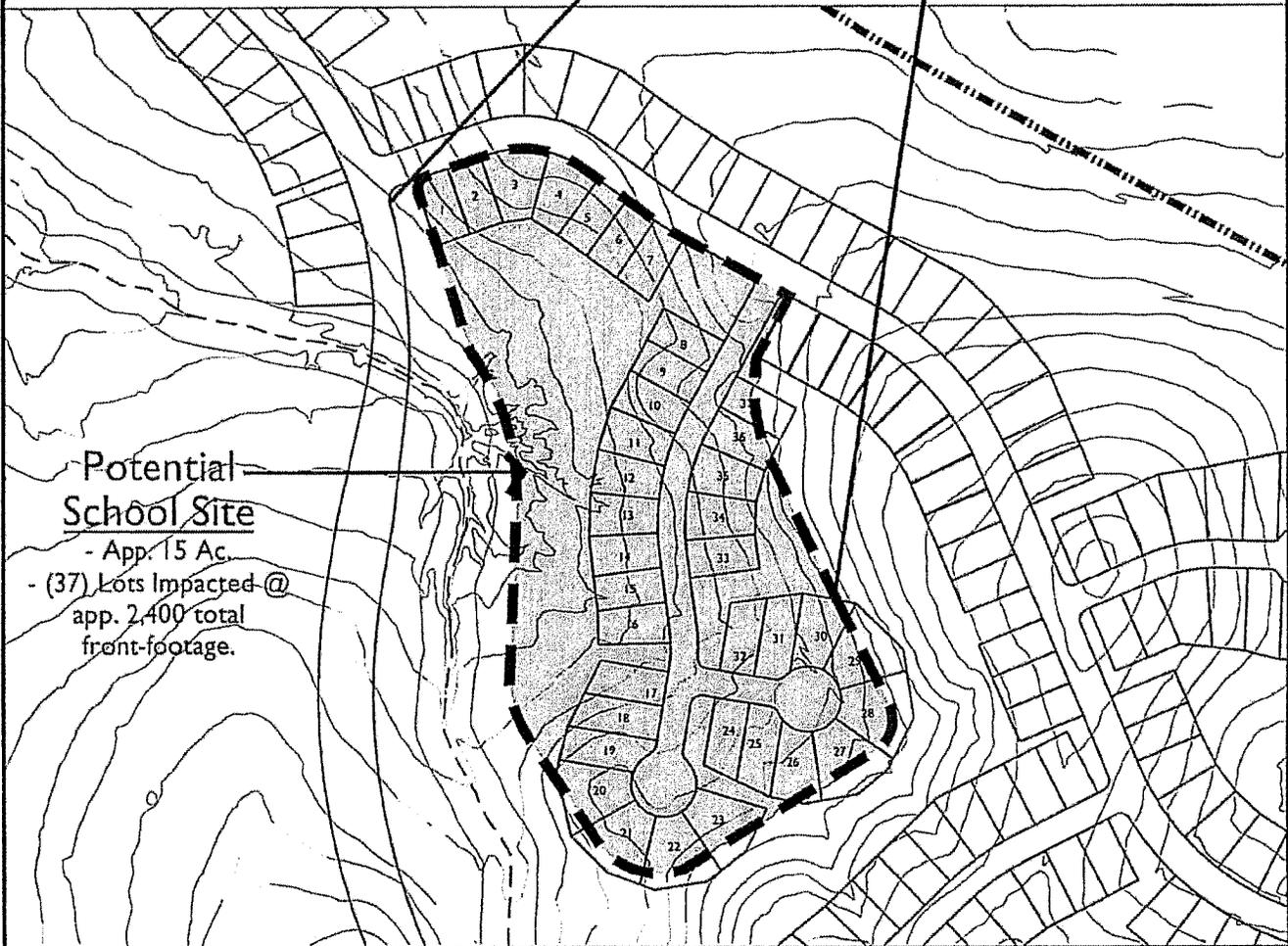
School Tract Detail Sheet

Conceptual Plan - School Tract Detail Sheet

15005990 OPR 5150 593



Key Map



Potential School Site

- App. 15 Ac.
- (37) Lots Impacted @
app. 2,400 total
front-footage.

**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.

20021129 AGREEMENT
06/01/2020 04:31:58 PM Total Fees: \$282.75

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



LEGEND	
SYMBOLS	DESCRIPTION
—	BOUNDARY LINE
- - - -	EASEMENT LINE
—	BUILDING LINE
●	PROPERTY PIN
—	B.S.L. BUILDING SETBACK LINE
—	P.U.E. PUBLIC UTILITY EASEMENT
—	R.O.W. RIGHT OF WAY
(S.I.C.)	POSSIBLE SCRIVENERS ERROR
()	RECORD INFORMATION

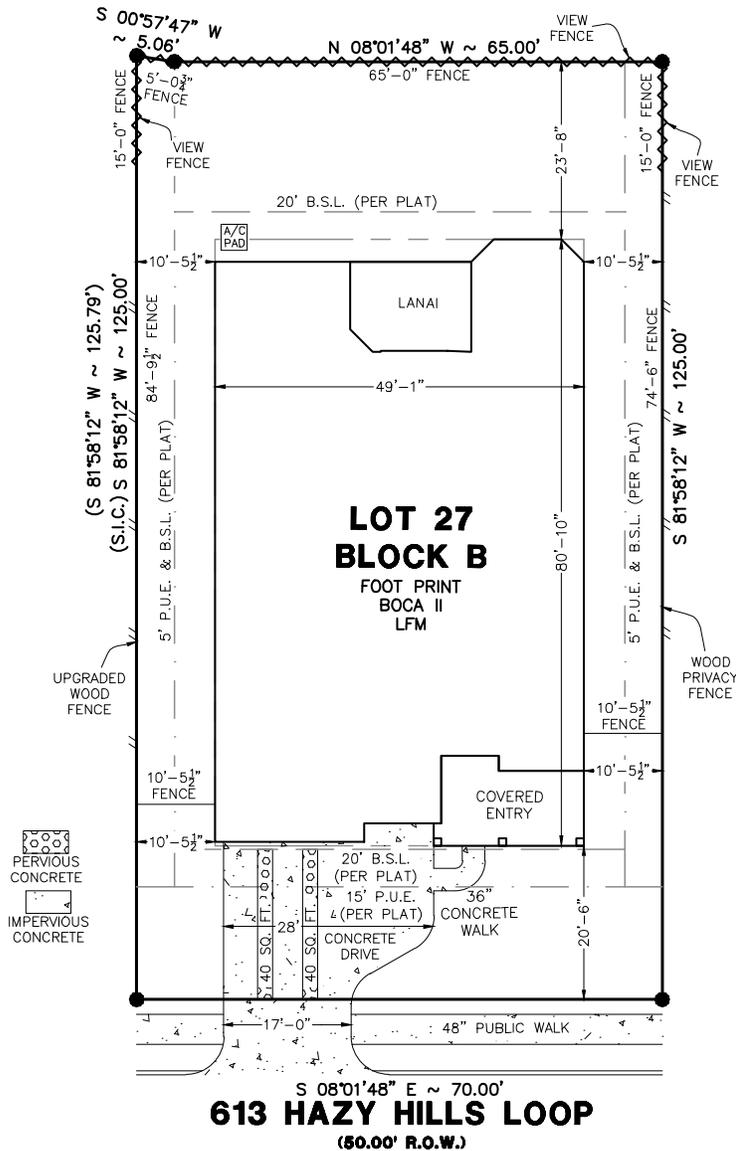
FENCE NOTE:

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

FENCE LENGTH: 280 LINEAR FT. (APPROX.)



SCALE: 1" = 20'



IMPERVIOUS COVER:			
Lot Area:	8752	ft ²	
Slab Area:	3818	ft ²	43.62%
Flat Work Area:	513	ft ²	5.86%
Total Concrete Area:	4331	ft ²	
Percentage of Impervious Cover:	49.49%		

FLATWORK AREA:			
Private Walk:	26	ft ²	
Private Drive:	475	ft ²	
A/C Pad:	12	ft ²	
Public Approach:	181	ft ²	
Public Walk:	212	ft ²	
TOTAL FLATWORK:	906	ft²(Approx.)	

SOD TABLE:			
Fence Length:	280	linear ft	
Front Yard:	132	yrd ²	
Rear Yard (Approx.):	361	yrd ²	
Front R.O.W. (Approx.):	32	yrd ²	
TOTAL SOD:	524	yrd²	

A.T.S. JOB#: 20010201s • SIDEWALKS PER CITY OR SUBDIVISION REQUIREMENTS
 Path: Projects\DreamFinders\Headwaters1\PlotPlans\PlotPlans\P-027-00B-HW1.dwg

DREAM FINDERS HOMES

613 HAZY HILLS LOOP
 LOT: 27, BLOCK: B
 HEADWATERS AT BARTON CREEK, PHASE 1
 HAYS COUNTY, TEXAS

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

DATE ISSUED			
12/31/2019			
REVISIONS			
NO.	DATE	REASON	BY
1	01/09/2020	ADD PERVIOUS STRIPS	DH
2	2/3/20	NEW ELEVATION	CC
DRAWN BY:		CHECKED BY:	
DH		CB	

ATS
 www.ats-engineers.com
Engineers Inspectors & Surveyors
 TBPLS Firm Reg. #10126000
 4910 WEST HWY 290
 AUSTIN, TEXAS 78735
 (512) 328-6666
 FAX: (512) 328-6666

Site Development Projects				
Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2021-0005 Dripping Springs WWTP Expansion	CL	23127 FM 150 W	Expansion of the Wastewater	HOLD
SD2021-0021 RR 12 Commercial Kitchen	CL	28707 RR 12	Commercial kitchen that will support a catering business,	Approved w/ Conditions
SD2021-0033 Bell Springs Business Park, Sec 1&2 Rev	ETJ	4955 Bell Springs	A revision for minor adjustments on site layouts, rainwater,	Approved w/ Conditions
SD2022-0001 Julep Commercial Park	ETJ	Northeast corner of W US 290 and Trautwein Rd	11.27 acre site of mixed-use commercial buildings with	Waiting on Resubmittal
SD2022-0013 DS Flex Business Park	CL	28513 RR 12	Construction of two shell buildings with	Waiting on Resubmittal
SD2022-0011 Skybridge Academy	CL	519 Old Fitzhugh Road	Remodel/repurpose of existing historic structures, add new	Approved w/ Conditions
SD2022-0014 Bell Springs Site Plan (Travis Flake)	ETJ	5307 Bell Springs Rd	Office and Warehouse with	Approved w/ Conditions
SD2022-0018 Office 49	ETJ	241 Frog Pond Lane	The construction of eleven office buildings of varying sizes along with the	Waiting on Resubmittal
SD2022-0020 Merigian Studios	ETJ	105 Daisy Lane	Art studio with driveway, parking,	Approved w/ Conditions
SD2022-0024 4400 US 290 SP	ETJ	4400 US 290	7 Commercial Buildings in the	Approved w/ Conditions
SD2022-0025 Hardy Drive	ETJ	2901 US 290	Construction of a road for the Hardy and Bunker Ranch	Approved w/ Conditions
SD2022-0032 Driftwood Ranch Clubhouse	ETJ	857 Driftwood Golf Club Drive	Revising previously approved site plan.	Waiting on Resubmittal
SD2023-0004 Austin Ridge Bible Church Revision	ETJ	31330 Ranch Road 12	Removal of the existing old house, the addition of 3	Waiting on Resubmittal
SD2023-0007 Phase 4A Drip Irrigation System Improvements	ETJ	2581 E Hwy 290	The project is Phase 4A of the drip disposal fields	Approved w/ Conditions
SD2023-0008 102 Rose Drive	CL	102 Rose Dr	Construction of two additional duplexes	Waiting on Resubmittal
SD2023-0010 Creek Road Horse Farms	CL/ETJ	1225 Creek Rd	Horse training facility with covered riding arena, barn,	Waiting on Resubmittal
SD2023-0011 Amazing Explorers Academy	ETJ	Ledgestone	Daycare facility, including driveways, parking	Waiting on Resubmittal

Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2023-0014 BR Dripping Springs	CL	27010 RR 12	3 commercial buildings with	Under Review
SD2023-0018 Sunset Canyon Storage Facility	ETJ	950 S. Sunset Canyon Drive	Proposed storage facility with	Waiting on Resubmittal
SD2023-0019 3980 US 290 Warehouse	ETJ	3980 US 290	Construction of 4 - 5k sq ft	Approved w/ Conditions
SD2023-0020 Graveyard Cellars	ETJ	24101 RR 12	2800 sq ft building and parking.	Approved w/ Conditions
SD2024-001 Roxie's at Dripping Springs	CL	299 W. Mercer Street	Renovating and expanding site.	Approved w/ Conditions
SD2024-002 QuickTrip #4133	CL	HWY 290 and Sawyer Ranch Rd	Convenience store with fuel sales.	Waiting on Resubmittal
SD2024-004 Glass Business Park, Phase 2	ETJ	2560 W Hwy 290	Construction of 6 additional	Waiting on Resubmittal
SD2024-007 New Growth at Roger Hanks	CL	US 290 at Roger Hanks Pkwy	Mix land use and 240 residential	Waiting on Resubmittal
SD2024-008 AutoZone 5807 Dripping Springs	CL	US Hwy 290	Retail auto parts store.	Waiting on Resubmittal
SD2024-011 Patriot Erectors CZP	ETJ	3023 West Hwy 290	Detention pond.	Approved w/ Conditions
SD2024-012 5285 Bell Springs Rd	ETJ	5285 Bell Springs Rd	Private religious educational facility	Waiting on Resubmittal
SD2024-014 Pear Tree Commercial	ETJ	27322 RR 12	Existing commercial space. Pave the parking area and	Approved w/ Conditions
SD2024-016 UG Boat and RV Storage	ETJ	31301 RR 12	Revision to	Under Review
SD2024-020 Lost Lizard	ETJ	10730 FM 967	Four residential accessory	Waiting on Resubmittal
SD2024-022 Stephenson Building Addition and Parking Improvements	CL	101 Old Fitzhugh Rd	Phase 1:Stephenson	Approved w/ Conditions
SD2025-002 Ewald Kubota	ETJ	3981 E US 290	Kubota sales and service center with	Waiting on Resubmittal
SD2025-003 The Ranch at Caliterra Amenity Center	ETJ	Whiskey Barrel Dr.	Office, bathrooms, remodel pavillion out of an existing	Waiting on Resubmittal
SD2025-006 AAA Storserv Dripping Springs LLC Phase 2	CL	1300 E US 290	Expansion of developed area	Waiting on Resubmittal
SD2025-007 Caster Studios Phase 2	CL	271 Sports Park Road	Adding two buildings to existing site, with parking, detention, rain water harvesting, and sidewalk.	Waiting on Resubmittal
SD2025-009 Gracie Barra Dripping Springs Expansion	ETJ	261 Frog Pond Lane	Existing 2432 sq ft building w/ parking; adding 2354 sq ft	Approved
SD2025-008 Driftwood Utility Access Corridor	ETJ	FM 967 and RM 1826	Joint use access easement that will	Waiting on Resubmittal

Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2025-010 Dripping Springs High School No. 2	ETJ	11091 Darden Hill Rd	482,844 s.f. two-story building, associated parking, sidewalks, utilities,	Waiting on Resubmittal
SD2025-011 Hemphill 1862 Dripping Springs	ETJ	1511 W Hwy 290	Wireless communication	Waiting on Resubmittal
SD2025-012 West Travis County PUA 1340 Elevated Storage Tank	ETJ	149 Shelton Ranch Rd	12" waterline, fire hydrant, access drive, and a one-	Waiting on Resubmittal
SD2025-013 Hays County ESD 6 Fire Station 72	CL	404 Headwaters Blvd	A new fire station. Building, parking,	Waiting on Resubmittal
SD2025-014 FM 1826 Retail Center	ETJ	16514 RR 1826	Gas Station development with a 10,000sf	Waiting on Resubmittal
SD2025-015 Uriegas Dental	CL	28495 RR 12	New dental office and a second professional office	Waiting on Resubmittal
SD2025-016 St. Martin de Porres	CL	230 Post Oak	Construction of new Church area approx. 17,656	Waiting on Resubmittal
SD2026-001 MVMT C-Store Dripping Springs	CL	26207 Ranch Road 12	5,585 sqft convenience store	Waiting on Resubmittal
SD2026-002 Howard Ranch Commercial	CL	26002 RR 12	Phase 1 - 8,500 sq ft general store w/	Under Review
Blue rows indicate new applications				