



Planning & Zoning Commission Special Meeting

Dripping Springs City Hall

511 Mercer Street - Dripping Springs, Texas

Tuesday, January 27, 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.

PROCLAMATIONS & PRESENTATIONS

Proclamations and Presentations are for discussion purposes only and no action shall be taken.

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.**

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
 - b. Staff Report
 - c. Public Hearing
 - d. Ordinance
- 3. Discuss and consider approval of the 2026 Planning & Zoning Commission meeting calendar.**

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**

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

City Council & Board of Adjustment Meetings

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

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

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

March 17, 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 January 21, 2026 at 4:30 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 Regular Meeting

Dripping Springs City Hall

511 Mercer Street – Dripping Springs, Texas

Tuesday, October 28, 2025, 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 6:02 p.m.

Commission Members Present

Mim James, Chair

Tammie Williamson, Vice Chair

Christian Bourguignon

Doug Crosson

Douglas Shumway

Commission Members Absent

Eugene Foster

Evelyn Strong

Staff, Consultants & Appointed/Elected Officials

Planning Director Tory Carpenter

City Attorney Laura Mueller

City Secretary Diana Boone

Deputy City Attorney Aniz Alani

Senior Planner Sara Varvarigos

Mayor Pro Tem Taline Manassian

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.

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 September 23, 2025 Planning & Zoning Commission regular meeting minutes.**

A motion was made by Vice Chair Williamson and seconded by Commissioner Shumway, to approve the September 23, 2025 meeting minutes. The motion to approve carried 3 to 0, with 2 abstentions by Commissioners Crosson and Bourguignon.

BUSINESS AGENDA

2. **Applicant introductory presentation and possible Commissioner appointment to the Development Agreement Working Group for the Ranch Court (ATX RR12) Planned Development District and Annexation request located 26700 Ranch Road 12. Applicant: Abby Gillfillan, Lionheart Places; Jake Heffelfinger and Jorge Canavati, ATX Capital**

No action taken.

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**

No action 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), 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 Crosson and seconded by Vice Chair Williamson, to adjourn the meeting. The motion to adjourn carried unanimously 5 to 0.

The meeting adjourned at 6:48 p.m.



Planning & Zoning Commission Planning Department Staff Report

Item 2.

Planning & Zoning Commission Meeting:

January 27, 2026

Project No:

ZA2025-002

Project Planner:

Sara Varvarigos, AICP – Senior Planner

Item Details

Project Name:

Fellers Residential Project

Property Location:

1300 Creek Rd, Dripping Springs, TX 78620

Legal Description:

A0222 Benjamin F Hanna Survey, 14 Acres out of a 52.7742 acre tract

Applicant:

Pat Helgeson (Tri Pointe Homes)

Property Owners:

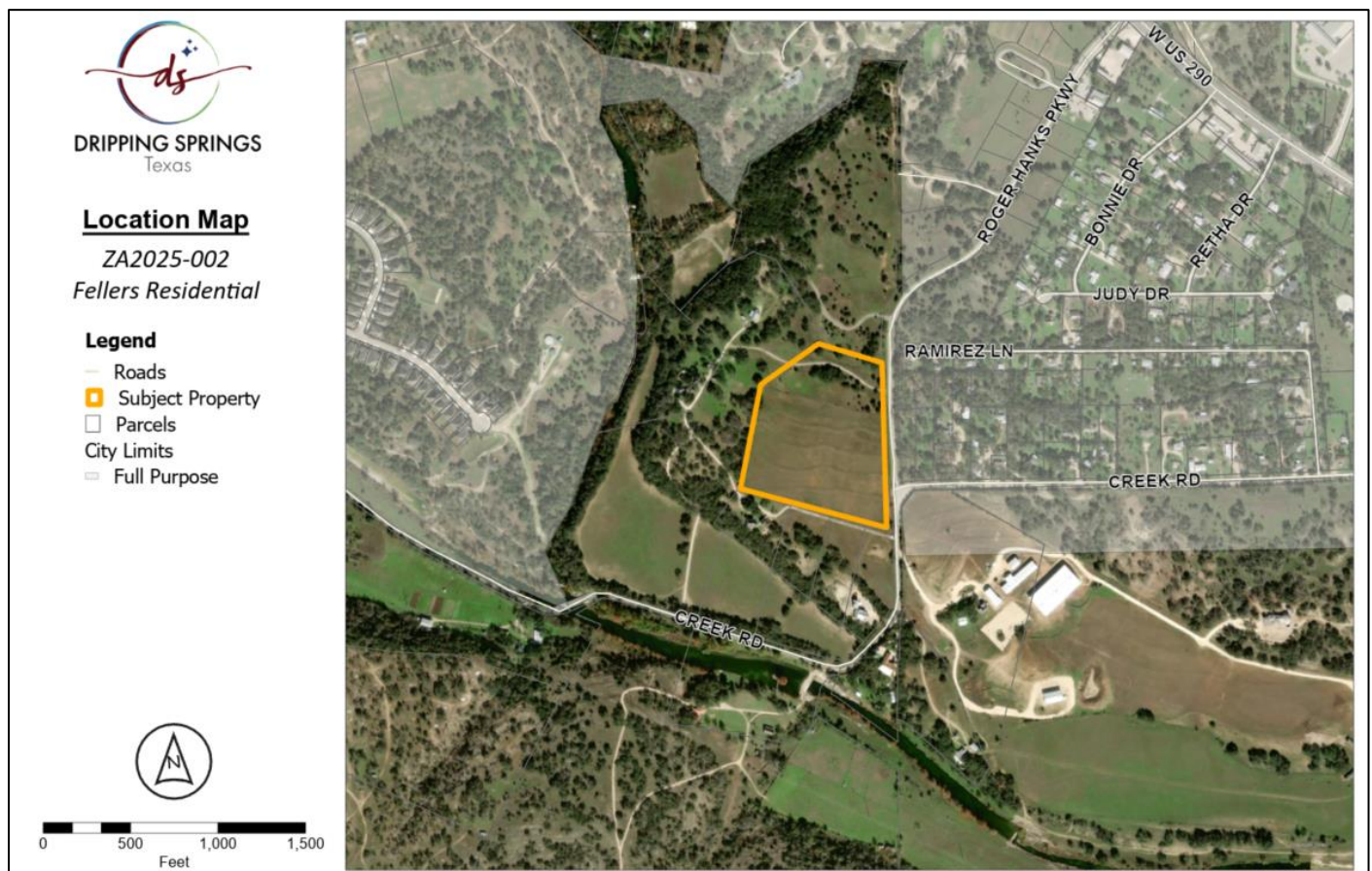
Cypress Fork Ranch, L.P.

Request:

Zoning Amendment from Agricultural (AG) to Moderate Density Residential (SF-2)

Recommendation:

Staff recommends approval of the zoning amendment.



Overview

The applicants have submitted concurrent zoning map amendment (ZA2025-002) and annexation (ANNEX2025-002) applications for a 14-acre tract of land that is currently located within the City's ETJ, along Creek Rd and Roger Hanks Pkwy. This 14-acre site is a portion of a larger 52-acre property owned by Ranch Forks L.P. (the Fellers property) and will become part of the overall Fellers Residential Development (refer to Attachment 1). If ANNEX2025-002 is approved, the property will automatically be zoned AG, per Ord.Ch.30.Exh.A.Sec.3.2.1. Therefore, the applicant is requesting a zoning map amendment for the 14-acre tract of land, from Agricultural (AG), to Moderate Density Residential (SF-2).

The applicant intends to subdivide the property into 18 half-acre residential lots under the requested SF-2 zoning district (Attachment 3 – see Fellers Tract Concept Plan). This zoning district is consistent with the City's Future Land Use Map, which designates this site as a medium density residential land use (Attachment 4). The requested SF-2 zoning district is also compatible with the existing land uses surrounding the site, which include various single-family and residential planned developments.

The current property owner currently holds 80 wastewater LUEs and has agreed to allocate the needed 18 wastewater LUEs for the subject 14-acre tract (Attachment 1- Exhibit D & Attachment 5). On November 17, 2025, the Dripping Springs Water Supply Corporation (DSWSC) Board approved a Non-standard Service Agreement (NSSA) for the provision of 18 drinking water LUEs to the Fellers site (refer to Attachment 6).

Approval of this zoning amendment request is an essential step toward facilitating the proposed development of the site.
Per Ch. 30 Exhibit A:

- SF2 – Moderate Density Residential:** *The SF-2, single-family residential district is intended to provide for development of primarily moderate-density detached, single-family residences on lots of at least ½ acre in size. Those uses listed for the SF-2 district or any less intense residential district in appendix C [appendix E] (Use Charts) as "P" or "C" are authorized uses permitted by right or conditionally permitted uses, respectively.*

Since the property is currently in the ETJ, staff finds it appropriate to compare ETJ standards with the requested zoning district, as presented in the table below.

Analysis of Existing and Proposed Zoning			
	ETJ	SF-2 (Proposed Zoning)	Differences between ETJ & SF-2
Max Height	Unrestricted	40 feet (Main) 25 Feet (Accessory)	SF2 is restricted to 40 feet
Min. Front Yard Setback	10 feet	25 feet	SF2 is 15 feet more
Min. Side Yard Setback	5 ft	15 feet	SF2 is 10 feet more
Min. Rear Yard Setback	5 feet	25 ft	SF2 is 20 feet more
Min. Lot Size	0.75 acres*	0.5 acres*	SF2 0.25 acres less
Impervious Cover	35%	40%	SF2 is 5% more
Number of Uses Permitted by Right	Unrestricted	17	No land use restrictions in the ETJ
Landscaping	Tree preservation (35% standard and 100% heritage and mitigation)	Tree preservation (35% standard and 100% heritage and mitigation) plus street tree planting, and landscape buffers	SF-2 will require street tree planting (2 per lot) and 35 ft landscape buffers along arterials
*Assumes connection to public sewer			

Analysis of Surrounding Properties



Analysis of Surrounding Properties			
Direction	Zoning District	Existing Use	Future Land Use
North	Unincorporated Area Disannexed from the ETJ, PDD (Planned Development District #15-“New Growth”)	Vacant	PDD #15 includes Duplex, Cottage, and Townhome development with Commercial land use along US 290
East	SF-1, SF-2, MF	Single Family Residential, Vacant	Single Family and Multifamily
South	ETJ, Caliterra Development Agreement	Single Family	Single Family
West	ETJ, SF-2-CO (Arrowhead Ranch Development Agreement)	Vacant, Single Family	Single Family

Existing SF-2-Zoned Properties



DRIPPING SPRINGS
Texas

SF-2 Zoning Map

ZA2025-002

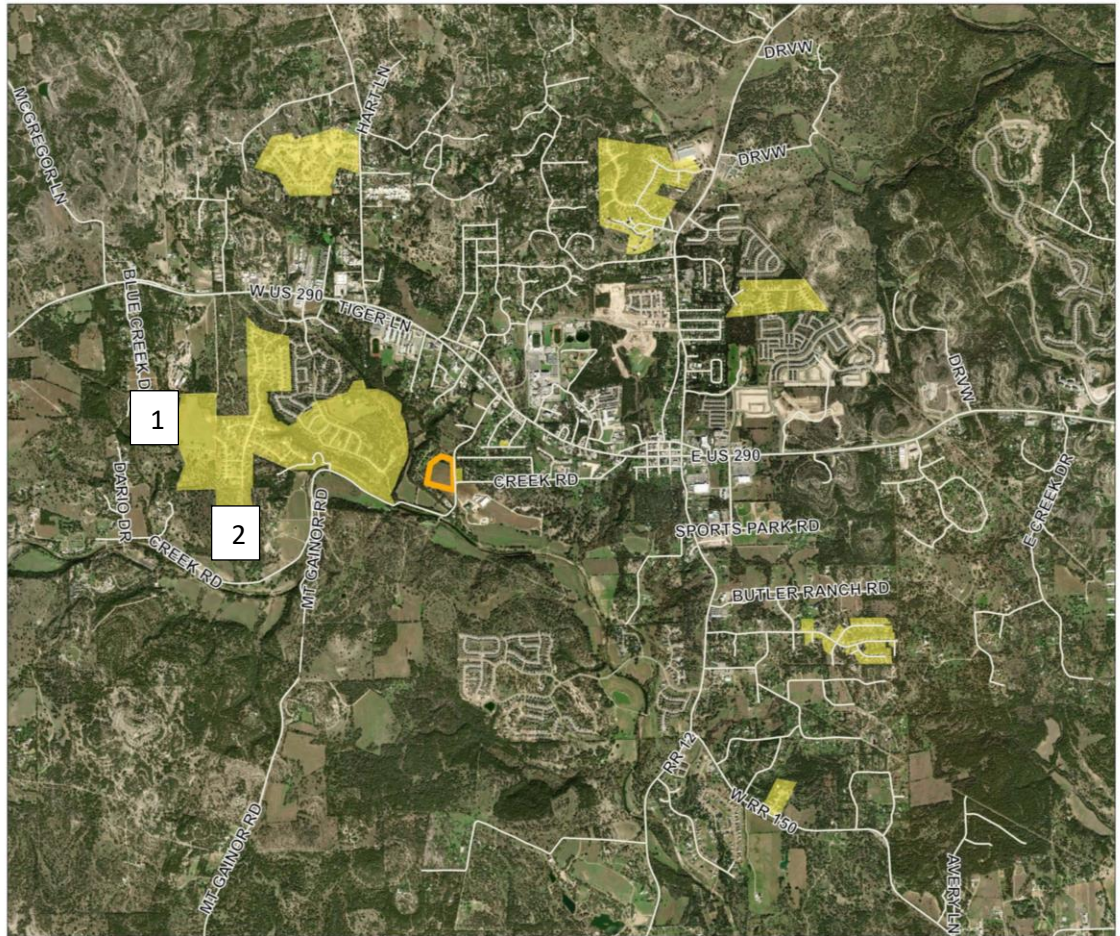
Fellers Residential

Legend

- Roads
- Subject Property
- SF-2



0 1
Miles



Major SF-2 Zoning District Areas	Description	Approximate Area	Existing Use
1	Undeveloped SF-2 area west of Bunker Ranch (i.e. Hardy Tract)	79.61 Acres	Vacant
2	Undeveloped SF-2 area south of Bunker Ranch (Outlook at Bunker Ranch, i.e. Florio Tract)	18.25 Acres	Vacant

Approval Criteria for Zoning Amendment (Chapter 30 Zoning, Exhibit A, Sec 2.28.1 and 2.28.2)

2.28.2 The Planning & Zoning Commission and the City Council shall consider the following factors:

Factors	Staff Comments
1. whether the proposed change will be appropriate in the immediate area concerned;	The proposed zoning amendment is considered appropriate in the context of the surrounding area, which includes various types of residential land uses that are compatible with the proposed single family Fellers residential project.
2. their relationship to the general area and the City as a whole;	The change supports the city's goals for development in this area, aligning with the city's Future Land Use Plan for a moderate-density residential land use at this location (City of Dripping Springs Comprehensive Plan, attachment 4).
3. whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;	<p>The current property owner currently holds 80 wastewater LUEs and has agreed to allocate the needed 18 wastewater LUEs for the subject 14-acre tract. (Attachment 1- Exhibit D & Attachment 5).</p> <p>On November 17, 2025, the Dripping Springs Water Supply Corporation (DSWSC) Board approved a Non-standard Service Agreement (NSSA) for the provision of 18 drinking water LUEs to the Fellers site (refer to Attachment 6).</p>
4. the amount of undeveloped land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such undeveloped land unavailable for development;	<p>Currently undeveloped SF-2-zoned property is located northwest of the project site, in 2 areas:</p> <ol style="list-style-type: none"> 1. Undeveloped 79.61 acre area west of Bunker Ranch (R15103, i.e. "Hardy Tract" owned by P & H Family Limited Partnership #1) 2. Undeveloped SF-2 area south of Bunker Ranch (R14993, i.e. "Outlook at Bunker Ranch", the Florio Tract) <p>Both areas are in the permitting process for future development.</p>
5. the recent rate at which land is being developed in the same zoning classification, particularly in the vicinity of the proposed change;	The land in the surrounding area has primarily been developed for single family residential use in the past decade.
6. how other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved;	Approving this amendment will reinforce the existing and planned single family residential characteristics of neighboring areas. The scale of the proposed zoning amendment is unlikely to negatively impact other areas designated for similar development.
7. whether the proposed change treats the subject parcel of land in a manner which is significantly different from decisions made involving other, similarly situated parcels; and	Approval of this request would not treat the subject parcel differently from other SF-2 zoned parcels in proximity to this proposed residential development.
8. any other factors which will substantially affect the public health, safety, morals, or general welfare.	The proposed change supports public welfare by enhancing access to housing, and demonstrates compatibility with surrounding residential uses,

	minimizing any adverse impacts on adjacent properties.
--	--

Additional Staff Analysis

Rezoning the 14-acre property to SF-2 supports future single family residential development of the site, which will comply with the City's Comprehensive Plan. The proposed zoning change offers an opportunity to provide additional housing options to residents while ensuring compatibility with neighboring properties and land uses. The zoning change and proposed residential land use is further supported by wastewater and drinking water LUE reservation agreements with the City and the DSWSC, respectively, (Attachment 1- Exhibit D, Attachment 5, and Attachment 6).

Staff Recommendation

Staff recommends **Approval** of the zoning amendment as presented.

Council Review:

2.35.1 Every application or proposal which is recommended for approval or approval with conditions by the P&Z shall be automatically forwarded, along with the P&Z's recommendation, to the city council for setting and holding of public hearing thereon following appropriate public hearing notification, as prescribed in subsection 2.32. The city council may then approve the request, approve it with conditions, or disapprove it by a simple majority vote of the city council members present and voting, except where super majority is required as listed below.

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 zoning map amendment. As of the time of posting of this report, one public letter in opposition of the request has been received (Attachment 7).

Attachments

Attachment 1 – Zoning Amendment Application (including Exhibit D- April 2022 WW LUE reservation agreement)

Attachment 2 – Proposed Zoning Amendment Ordinance

Attachment 3 – Applicant Presentation and Fellers Conceptual Plan

Attachment 4 – City of Dripping Springs Comprehensive Plan (Future Land Use Map)

Attachment 5 – City Draft Annexation Municipal Services Agreement

Attachment 6 – DSWSC Drinking Water NSSA

Attachment 7 – Public Comments

Planning Department Staff Report

Item 2.

Recommended Action:	Recommend approval of the requested Zoning Amendment
Alternatives/Options:	Recommend denial of the zoning map amendment.
Budget/Financial Impact:	All fees have been paid.
Public Comments:	The City received one opposition letter as of the date of posting of this report (refer to Attachment 7). The letter noted concerns about increased density in this area, and requested a lower density zoning that “better matches the existing Creek Road pattern and preserves the area’s country character”.
Enforcement Issues:	N/A



Attachment 1

City of Dripping Springs

Item 2.

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

ZONING/PDD AMENDMENT APPLICATION

Case Number (staff use only): _____ - _____

CONTACT INFORMATION

PROPERTY OWNER NAME Cypress Fork Ranch, L.P. - Attention: Doyle M. and Claireen Fellers

STREET ADDRESS 1300 Creek Road

CITY Dripping Springs STATE Texas ZIP CODE 78620

PHONE _____ EMAIL [REDACTED]

APPLICANT NAME Pat Helgeson

COMPANY Tri Pointe Homes

STREET ADDRESS 13640 Briarwick Drive, Suite 170

CITY Austin STATE Texas ZIP CODE 78729

PHONE 512-298-1170 EMAIL [REDACTED]

REASONS FOR AMENDMENT

☐ TO CORRECT ANY ERROR IN THE REGULATION
OR MAP

☐ TO RECOGNIZE CHANGES IN TECHNOLOGY, STYLE
OF LIVING, OR MANNER OF CONDUCTING BUSINESS

☒ TO RECOGNIZE CHANGED CONDITIONS OR
CIRCUMSTANCES IN A PARTICULAR LOCALITY

☐ TO MAKE CHANGES IN ORDER TO IMPLEMENT
POLICIES REFLECTED WITHIN THE COMPREHENSIVE
PLAN

PROPERTY & ZONING INFORMATION	
PROPERTY OWNER NAME	Cypress Fork Ranch, L.P. - Attention: Doyle M. and Claireen Fellers
PROPERTY ADDRESS	1300 Creek Road, Dripping Springs, TX 78620
CURRENT LEGAL DESCRIPTION	A0222 BENJAMIN F HANNA SURVEY, ACRES 52.7742
TAX ID#	136311
LOCATED IN	<input type="checkbox"/> CITY LIMITS <input checked="" type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	None (ETJ)
REQUESTED ZONING/AMENDMENT TO PDD	SF-2
REASON FOR REQUEST (Attach extra sheet if necessary)	This request is for the annexation of approximately 14 Acres of the existing tract listed above. The developer (Tri Pointe Homes) wishes to build a small single-family subdivision with City of Dripping Springs roads and wastewater service. Water service to be provided by DSWSC.
INFORMATION ABOUT PROPOSED USES (Attach extra sheet if necessary)	The developer intends to zone this subdivision as SF-2 and the development will consist of 18 - 0.5 acre lots with the necessary associated infrastructure (pond, streets, water, wastewater etc.).

COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? *

(See attached agreement).

☒ YES (REQUIRED)* ☐ YES (VOLUNTARY)* ☐ NO*

* If proposed subdivision is in the City Limits, compliance with Lighting Ordinance is **mandatory**. If proposed subdivision is in the ETJ, compliance is **mandatory** when required by a Development Agreement or as a condition of an Alternative Standard/Special Exception/Variance/Waiver.

Voluntary compliance is strongly encouraged by those not required by above criteria (see *Outdoor Lighting tab* on the CORDS webpage and online *Lighting Ordinance* under *Code of Ordinances tab* for more information).

APPLICANT'S SIGNATURE

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Jacob Garrise Kinley Korn 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. _____.)

Claircen Fellers Clinton
Name

Owner/manager
Title

STATE OF TEXAS §

§

COUNTY OF HAYS §

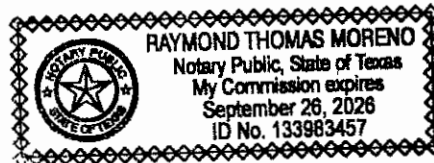
This instrument was acknowledged before me on the 16 day of October,
2025 by Claircen Fellers. Raymond Moreno

[Signature]
Notary Public, State of Texas

My Commission Expires: 9/26/26

Pat Helgeson

Name of Applicant



ZONING AMENDMENT SUBMITTAL

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

Applicant Signature

Date

CHECKLIST

STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input type="checkbox"/>	Application Fee-Zoning Amendment or PDD Amendment (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PDF/Digital Copies of all submitted Documents When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Billing Contact Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	GIS Data
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (<i>required if marked "Yes (Required)" on above Lighting Ordinance Section of application</i>) compliance with the ordinance will be shown on the preliminary plan and construction docs
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Concept Plan
<input type="checkbox"/>	<input type="checkbox"/>	Plans N/A - Prelim Plan and Construction Documents will be provided after zoning approval
<input type="checkbox"/>	<input type="checkbox"/>	Maps N/A
<input type="checkbox"/>	<input type="checkbox"/>	Architectural Elevation N/A
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Information about proposed uses (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input type="checkbox"/>	Public Notice Sign (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input type="checkbox"/>	Copy of Planned Development District (<i>if applicable</i>) N/A
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Digital Copy of the Proposed Zoning or Planned Development District Amendment

Received on/by: _____

Project Number: _____
Only filled out by staff

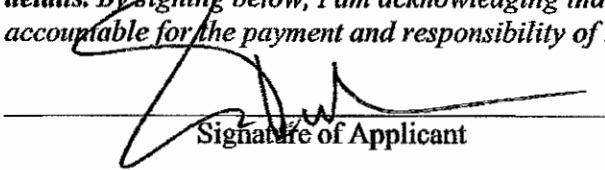
DRIPPING SPRINGS
Texas

BILLING CONTACT FORMProject Name: Roger Hanks Cypress ForkProject Address: 1300 Creek Road, Dripping Springs, TX 78620Project Applicant Name: Pat Helgeson**Billing Contact Information**Name: Tri Pointe Homes Texas, Inc.Mailing Address: 13640 Briarwick Drive, Suite 170
Austin, TX 78729Phone Number: 512.298.1170

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 checked="" 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 type="checkbox"/> Variance |
| <input type="checkbox"/> Lighting Plan | <input type="checkbox"/> Zoning |
| <input type="checkbox"/> Site Development Permit | <input type="checkbox"/> Other _____ |

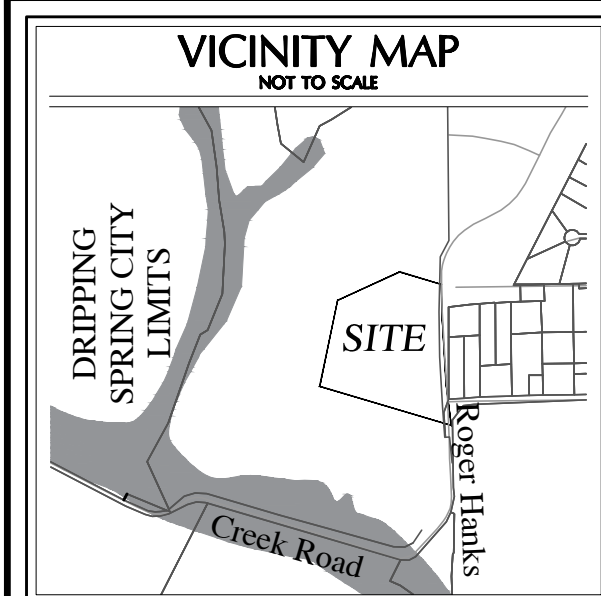
Applicants are required to pay all associated costs associated with a project's application for a permit, plan, certificate, special exception, waiver, variance, alternative standard, or agreement, regardless of City approval. Associated costs may include, but are not limited to, public notices and outside 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.



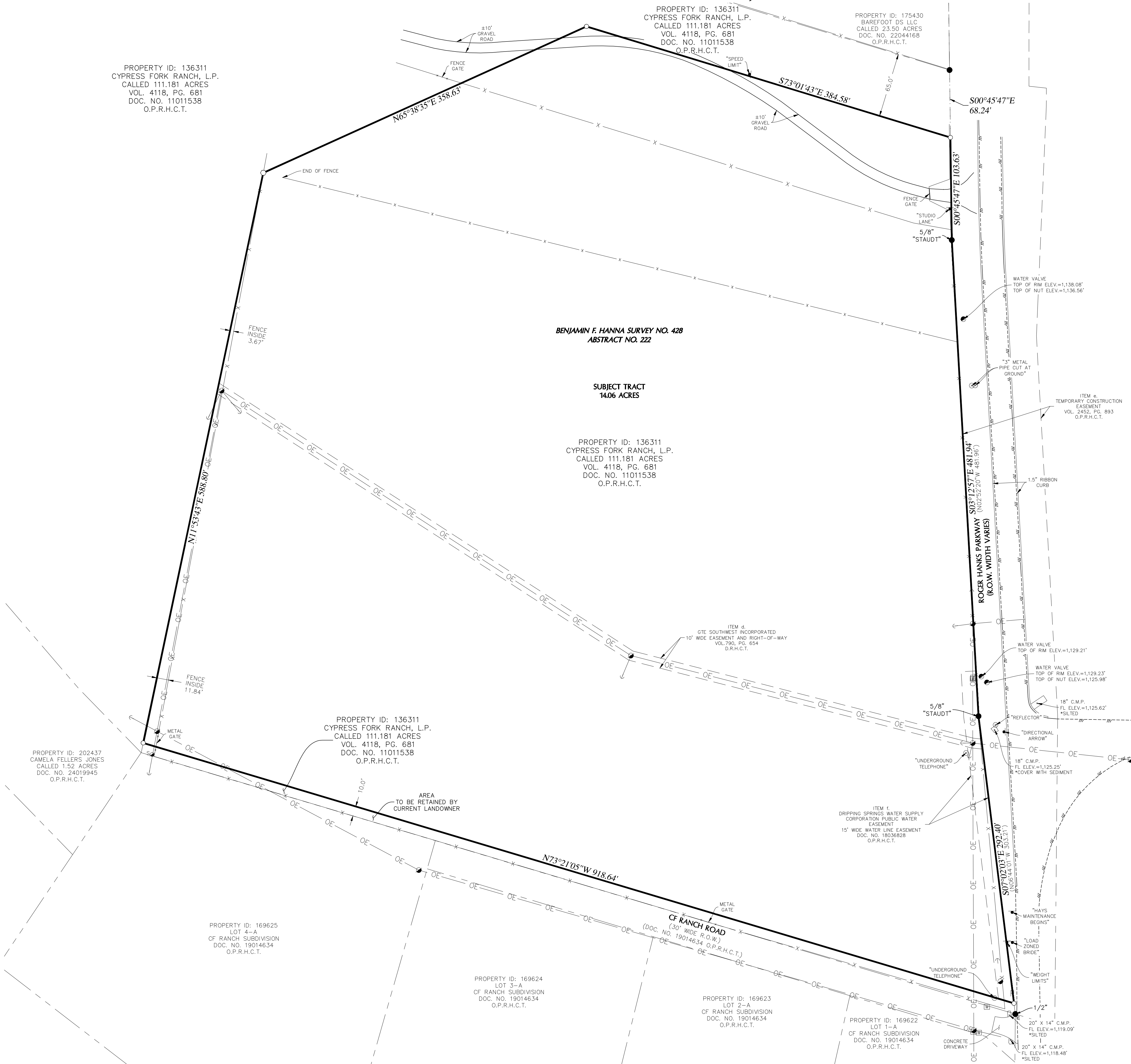
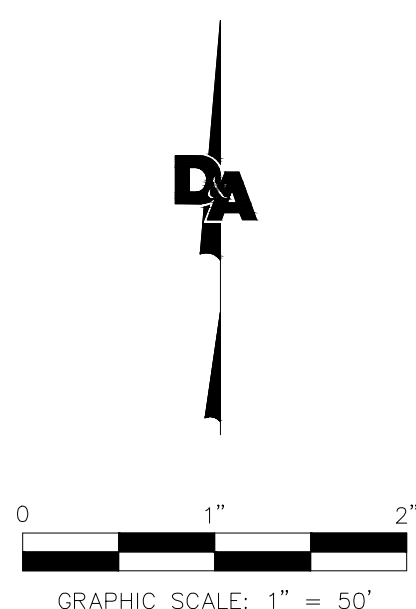
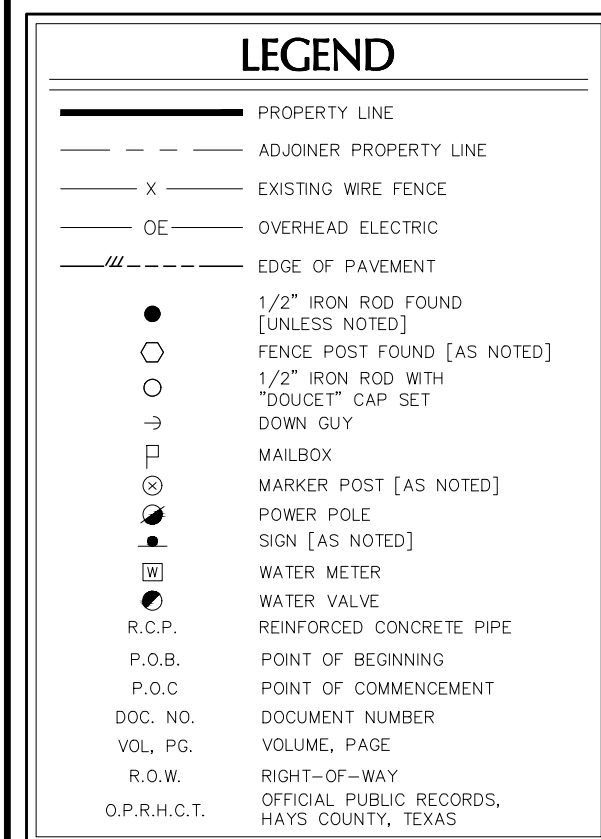
 Signature of Applicant

10/4/15
 Date

14.06 ACRES OUT OF THE BENJAMIN F. HANNA SURVEY NUMBER 428, ABSTRACT NUMBER 222, AND BEING A PORTION OF A CALLED 111.181 ACRE TRACT DESCRIBED IN A DEED TO CYPRESS FORK RANCH, L.P., RECORDED IN DOCUMENT NUMBER 11011538, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.



BENJAMIN F. HANNA SURVEY NO. 428
ABSTRACT NO. 222



TITLE COMMITMENT NOTES:
COMMITMENT FOR TITLE INSURANCE PREPARED BY CAPSTONE TITLE AND FIDELITY
NATIONAL TITLE INSURANCE COMPANY, GF. NO. FILE NO. 20250167, EFFECTIVE DATE OF
APRIL 15, 2025, AND ISSUED ON MAY 08, 2025.

THE SURVEYOR HAS RELIED SOLELY UPON SAID TITLE COMMITMENT FOR THE DEPICTION OF EASEMENTS, RESTRICTIONS AND OTHER MATTERS AFFECTING THIS PROPERTY. NO ADDITIONAL RESEARCH WAS PERFORMED FOR THE PURPOSE OF THIS SURVEY. ITEMS LISTED ARE WORDED ACCORDING TO SAID TITLE COMMITMENT, FOLLOWED BY SURVEYORS NOTES SHOWN IN BRACKETS [].

- a. RIGHTS OF PARTIES IN POSSESSION. (OWNER TITLE POLICY ONLY)
-- NOT CONSIDERED
- b. ANY VISIBLE AND APPARENT ROAD OR OTHER EASEMENT CROSSING THE LAND, WHETHER PUBLIC OR PRIVATE EASEMENT, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS, INCLUDING, BUT NOT LIMITED TO, EXISTING UTILITY LINES, AND EQUIPMENT IN PLACE.
-- NOT CONSIDERED
- c. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.
-- NOT CONSIDERED
- d. EASEMENT AS RECORDED IN VOLUME 790, PAGE 654 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS.
-- SUBJECT TO, AS SHOWN HEREON
- e. TEMPORARY EASEMENT AS RECORDED IN VOLUME 2452, PAGE 893 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
-- DOES NOT AFFECT
- f. PUBLIC WATER EASEMENT AS RECORDED IN DOCUMENT NUMBER 18036828 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
-- SUBJECT TO, AS SHOWN HEREON
- g. RIGHT OF WAY EASEMENT AS RECORDED IN DOCUMENT NUMBER 21041554 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
-- DOES NOT AFFECT
- h. TEMPORARY EASEMENT AS RECORDED IN DOCUMENT NUMBER 21041555 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
-- DOES NOT AFFECT
- i. ACCESS EASEMENT AS RECORDED IN DOCUMENT NUMBER 22024264 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
-- DOES NOT AFFECT
- j. TEMPORARY CONSTRUCTION EASEMENT AS RECORDED IN DOCUMENT NUMBER 22024265 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
-- DOES NOT AFFECT
- k. TERMS, CONDITIONS AND STIPULATIONS IN THAT CERTAIN BOUNDARY LINE AGREEMENT AS RECORDED IN VOLUME 311, PAGE 736 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
-- DOES NOT AFFECT
- l. TERMS, CONDITIONS AND STIPULATIONS IN THAT CERTAIN MEMORANDUM OF ACCESS AGREEMENT AS RECORDED IN VOLUME 1916, PAGE 133 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
-- DOES AFFECT
- m. TERMS, CONDITIONS AND STIPULATIONS IN THAT CERTAIN FINAL JUDGMENT AS RECORDED IN DOCUMENT NUMBER 20119242 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
-- DOES NOT AFFECT
- n. NOTICE CONCERNING FAMILY CEMETERY AS RECORDED IN DOCUMENT NUMBER 16017980 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. FIRST ADDENDUM TO FAMILY CEMETERY AS RECORDED IN DOCUMENT NUMBER 20044931 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. CERTIFICATE OF CONSENT CONCERNING FAMILY CEMETERY AS RECORDED IN DOCUMENT NUMBER 22024267 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
-- DOES NOT AFFECT
- o. RIGHT OF FIRST REFUSAL AS RECORDED IN DOCUMENT NUMBER 20044979 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
-- DOES AFFECT
- p. INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, AND ALL RIGHTS INCIDENT THERETO, AS DESCRIBED IN INSTRUMENT RECORDED IN DOCUMENT NUMBER 22024266 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. NO FURTHER SEARCH OF TITLE HAS BEEN MADE AS TO THE INTEREST(S) EVIDENCED BY THE INSTRUMENT, AND THEREFORE, ANY PARTY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).
-- NOT CONSIDERED
- q. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER VALIDLY EXISTING UNRECORDED LEASES.
-- NOT CONSIDERED
- r. ANY RIGHT, CLAIM OR ASSERTION OF TITLE BY THE ADJOINING LAND OWNER IN AND TO THAT STRIP OF LAND LOCATED BETWEEN THE PROPERTY LINE AND THE INSET OF FENCE AS SHOWN ON SURVEY DATED 12/01/2023 BY JOSHUA P. ARMENDARIZ RPLS/L 6821.
-- NOT CONSIDERED
- s. THIS POLICY EXPRESSLY DOES NOT INSURE TITLE TO THAT AREA LYING WITHIN THE FENCES EVIDENTLY BOUNDING THE PROPERTY, BUT OUTSIDE THE BOUNDARY LINES OF THE PROPERTY.
-- NOT CONSIDERED

CONTROL NOTE:
BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204)
NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010) AND A
VERTICAL DATUM OF NAVD88, GEOID 12B. ALL COORDINATE VALUES AND DISTANCES
SHOWN ARE GRID VALUES AND MAY BE CONVERTED TO SURFACE BY USING THE SURFACE
ADJUSTMENT FACTOR OF 1.00002409.
US SURVEY FEET.

FLOODPLAIN NOTE:
THIS PROPERTY (AS SHOWN HEREON) IS LOCATED WITHIN UNSHADED (NO SCREEN) ZONE "X" (AREAS DETERMINED TO BE BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS SHOWN ON F.I.R.M. MAP NO. 48209C0115F, TRAVIS COUNTY, TEXAS EFFECTIVE FEBRUARY 18, 1998, REVISED SEPTEMBER 2, 2005 REVISED JANUARY 17, 2025

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.

SURVEYOR'S NOTE:
1. A SEPARATE METES AND BOUNDS DESCRIPTION TO BE PROVIDED WITH THIS SURVEY.

SURVEYOR'S CERTIFICATION:
TO: CAPSTONE TITLE
FIDELITY NATIONAL TITLE INSURANCE COMPANY
TRI POINTE HOMES TEXAS, INC.
CYPRESS FORK RANCH, L.P. A TEXAS LIMITED PARTNERSHIP

I, JOSHUA P. ARMENDARIZ, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT A SURVEY OF THE PROPERTY SHOWN HEREON WAS ACTUALLY MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION ON _____ DATE SHOWN. THE SURVEY WAS MADE SUBSTANTIALLY IN ACCORDANCE WITH THE STANDARDS AND CONDITIONS SET FORTH IN CATEGORY _____ CONDITION _____ LAND TITLE SURVEY, BASED ON THE 2024 MANUAL OF PRACTICE FOR LAND SURVEYING IN THE STATE OF TEXAS, PREPARED BY THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS.

THE FIELD WORK WAS COMPLETED ON MAY 27, 2025.

Josh P. Armendariz 05/29/2025
 JOSHUA P. ARMENDARIZ DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 6822
 DOUCET, A KLEINFELDER COMPANY
 JARMENDARIZ@KLEINFELDER.COM





DOUCET
A Kleinfelder Company

Civil Engineering // Entitlements // Geospatial

7401 R. Highway 71 W. Ste. 160
Austin, TX 78755, Tel: (512)-583-2400
www.doucetengineers.com
TBPELS Engineering Firm No. F-3937
TBPELS Surveying Firm No. 10194551

Date: 05/29/2025

Scale: 1" = 50'

Drawn by: JRT

Reviewer: JA

Project: 24003232.14.001A

Sheet: 1 OF 1

Field Book: 5725

Party Chief: AM

Survey Date: 05-27-2024



70 2011 11011538

Hays County
Liz Q. Gonzalez
County Clerk
San Marcos, Texas 78666

Item 2.

Instrument Number: 2011-11011538

As

Recorded On: May 23, 2011

OPR RECORDINGS

Parties: FELLERS DOYLE M

Billable Pages: 17

To CYPRESS FORK RANCH LP

Number of Pages: 18

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

OPR RECORDINGS	80.00
Total Recording:	80.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2011-11011538

Receipt Number: 274251

Recorded Date/Time: May 23, 2011 10:16:39A

Book-Vol/Pg: BK-OPR VL-4118 PG-681

User / Station: P Hernandez - Cashiering #3

Record and Return To:

STEVEN RAY HAKE ATTORNEY AT LAW

1306 GUADALUPE ST

AUSTIN TX 78701



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and
time stamped hereon and was recorded on the volume and page of the named records
of Hays County, Texas.

Liz Q. Gonzalez

Liz Q. Gonzalez, County Clerk

Special Warranty Deed

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Date: May 5, 2011

Grantor: Doyle M. Fellers and wife Claireen Fellers

Grantor's Mailing Address: 1300 Creek Road
Dripping Springs, Hays County, TX 78620

Grantee: Cypress Fork Ranch, L.P., a Texas limited partnership

Grantee's Mailing Address: 1300 Creek Road
Dripping Springs, Hays County, TX 78620

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration.

Property (including any improvements):

That certain property in Hays County described on the attached Exhibit "A".

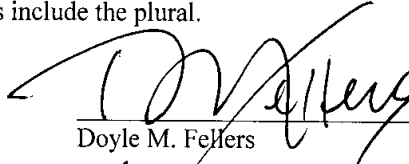
Reservations from Conveyance: Grantor reserves a perpetual, non-exclusive easement for Grantor and Grantor's successors for ingress and egress to and from Grantor's homestead property (referenced and described in Exhibit "A" and not conveyed herein) and Creek Road, Roger Hanks Parkway, and any other public streets or roadways adjacent to the Property now or in the future, including an easement over, on, and across the existing private drive currently providing access from Grantor's homestead property to Creek Road as shown on the attached Exhibit "B". The easement binds and inures to the benefit of both parties and their respective heirs, successors, and assigns. The easement is appurtenant to and runs with the Grantor's retained property, whether or not it is referenced in any conveyance of such property.


Exceptions to Conveyance and Warranty: All easements and rights-of-way of record; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, that certain Lease dated December 30, 2009 between Doyle and Claireen Fellers as Lessor and Forestar (USA) Real Estate Group, Inc. as Lessee, and other instruments, other than conveyances of the surface fee estate, that affect the Property; any encroachments or overlapping of improvements; and taxes for the current year, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to

claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

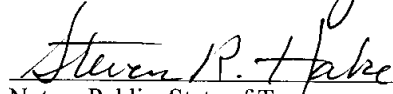
As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS", with any and all latent and patent defects, and that there is no warranty by Grantor that the Property is fit for a particular purpose. Grantee acknowledges that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for the limited warranties of title set forth in this deed. When the context requires, singular nouns and pronouns include the plural.

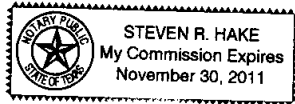

Doyle M. Fellers


Claireen Fellers

State of Texas §
§
County of Hays §

This instrument was acknowledged before me on this 5th day of May, 2011 by Doyle M. Fellers and wife, Claireen Fellers.


Notary Public, State of Texas



After recording, please return to:

Doyle Fellers
Cypress Fork Ranch, LP
1300 Creek Road
Dripping Springs, TX 78620

Exhibit "A"

Legal Description

The Property conveyed is described in this Exhibit "A" and may be generally described as a tract of land consisting of 111.181 acres out of the B. G. Hanna League, Hays County, Texas, as described by metes and bounds in this Exhibit "A", SAVE AND EXCEPT the following four (4) tracts of land which are also described in this Exhibit "A" and excluded from the Property as conveyed:

- (1) Excluding that certain parcel containing a 1.304 acre tract of land as described in that certain Deed Without Warranties from Doyle M. Fellers and Claireen H. Fellers to Hays County, Texas, recorded as document number 9815804 in the Real Property Records of Hays County, Texas;
- (2) And also excluding that certain parcel containing approximately 17.746 acres which comprise Lots 1, 2, and 3 as described in the plat of Cypress Fork Ranch, a Subdivision of Hays County, Texas, as recorded in the Real Property Records of Hays County, Texas, a copy of which plat is included as part of this Exhibit "A";
- (3) And also excluding that certain parcel containing 12.374 acres of land previously conveyed by Warranty Deed from Doyle Fellers and wife, Claireen Fellers to Forestar (USA) Real Estate Group and described by metes and bounds in the legal description included as part of this Exhibit "A";
- (4) And also excluding the Fellers homestead property consisting of a 7.0532 acre tract of land that is reserved and retained by Grantor and which is described by metes and bounds in the legal description and drawing included as part of this Exhibit "A".

Thus the Property conveyed consists of a tract of land of 111.181 acres less 1.304 acres, less 17.746 acres, less 12.374 acres, and less 7.5032 acres, for a resulting tract of approximately 72.7038 acres more or less, as described in this Exhibit "A".

Bk Vol Pg
11011538 OPR 4118 685

111.181 ACRES
OUT OF THE B. F. HANNA LEAGUE
HAYS COUNTY, TEXAS

700 523

Being 111.181 acres out of the Benjamin F. Hanna League number 428, abstract 222, Hays County, Texas, and also being the same property described in deed from M. Z. Piland, receiver of the estate of Nona Ennis Pollis, to Billy Floyd Peel recorded in volume 229, page 295, of the Real Property Records of Hays County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at the intersection of the centerline of Onion Creek also known as Archers Creek, and the centerline of Boiling Springs Branch, a point for corner of the herein described tract.

Thence S 64° 39' 27" E with the centerline of Onion Creek 2.91 feet to a point for corner of the herein described tract and the southwest corner of a 5.24 acre tract conveyed by Nona E. Pollis to N. B. Hutto and wife by deed recorded in volume 217 page 340 of the Real Property Records of Hays County, Texas.

Thence with the west line of said 5.24 acre tract N 64° 53' 57" E, at 147.60 feet pass a fence corner and a 12 inch corner post in the south margin of County Road 190 (also known as Dripping Springs-Mt. Sharp Road) a total distance in all of 181.42 feet to a point in the centerline of said road and the northwest corner of the said 5.24 acre tract.

Thence with the centerline of County Road 190 the following courses and distances:

- 1) S 82° 36' 05" E 14.77 feet;
- 2) S 69° 50' 44" E 1327.88 feet;
- 3) S 82° 46' 16" E at 49.39 feet pass the northeast corner of said 5.24 acre tract and the northwest corner of a 3.5 acre tract exempted out of Tract One in volume 229 page 295 of the Hays County Real Property Records, a total distance in all of 85.67 feet;
- 4) N 67° 25' 45" E 76.81 feet;
- 5) N 44° 38' 27" E 310.65 feet;
- 6) N 28° 23' 27" E 70.85 feet;

Thence S 62° 23' 33" E 25.60 feet to a 5/8 inch iron rod set in the east margin of the said county road.

Thence N 02° 49' 45" E with the east line of the B. F. Hanna League as occupied and the west line of a 388 acre tract of land conveyed to Lois E. Slaughter by deed recorded in volume 184 page 597 of the Real Property Records of Hays County, Texas, at 600.99 feet pass a fence corner in the south margin of County Road 190 a total distance in all of 739.97 feet to a point in the north margin of County Road 190.

Thence N 85° 20' 15" W with an existing fence line 37.84 feet to a found fence corner.

Thence continuing with the east line of the B. F. Hanna League as fenced and occupied the following courses and distances:

- 1) N 04° 39' 45" E 636.32 feet to fence corner;
- 2) N 81° 02' 23" W 16.44 feet to a fence corner;
- 3) N 02° 21' 24" E 1426.91 feet to angle point;
- 4) N 03° 40' 47" E 275.86 feet to a fence post for angle point on the break of high bank of Cave Springs Branch;
- 5) N 29° 58' 14" E 33.90 feet to a point in the centerline of a stream known as Cave Springs Branch.

Bk Vol Ps
11011538 OPR 4118 686

700 52.

111.181 Acres
Page 2 of 2:

Thence with the centerline of said Cave Spring Branch the following meanders:

- 1) N 79° 46' 10" W 236.15 feet;
- 2) S 18° 53' 53" W 275.86 feet;
- 3) N 88° 36' 12" W 95.57 feet;
- 4) S 57° 07' 24" W 299.07 feet;
- 5) S 54° 04' 50" W 250.12 feet;
- 6) S 30° 01' 34" W 265.33 feet to the southeast corner of a called 8.35 acre tract described as Tract Two in volume 229, page 295 of the Hays County Real Property Records.

Thence leaving the centerline of Cave Spring Branch N 45° 31' 46" W at 25.29 feet pass a 1/2 inch iron rod found at a fence corner, a total distance in all of 204.83 feet to a 1/2 inch iron rod found at a fence corner.

Thence N 04° 56' 28" W with an existing fence line 277.78 feet to a 1/2 inch iron rod found for corner.

Thence N 44° 24' 00" W 277.89 feet to a 1/2 inch iron rod found for corner.

Thence S 86° 00' 39" W with the north line of the said 8.35 acre tract at 304.57 feet pass a 2 inch diameter iron fence post a total distance in all of 342.09 feet to the centerline of Boiling Springs Branch.

Thence with the centerline of Boiling Springs Branch the following meanders:

- 1) S 22° 16' 51" E 381.36 feet;
- 2) S 03° 50' 08" W 155.83 feet;
- 3) S 01° 59' 34" W 72.67 feet;
- 4) S 01° 47' 39" E 223.94 feet;
- 5) S 06° 22' 14" E 212.65 feet;
- 6) S 00° 31' 37" W 80.91 feet to the intersection with the centerline of Cave Springs Branch;
- 7) S 05° 41' 47" W 336.24 feet;
- 8) S 24° 36' 40" W 261.13 feet;
- 9) S 62° 01' 53" W 56.80 feet;
- 10) S 24° 40' 24" W 205.33 feet;
- 11) S 21° 51' 23" W 422.89 feet;
- 12) S 31° 26' 29" W 294.74 feet;

Thence continuing with the centerline of said Boiling Springs Branch S 24° 18' 47" E at 352.62 feet pass a "+" in the deck of a concrete bridge across Onion Creek a total distance in all of 361.97 feet to the place of beginning containing in all 4,843,041 square feet or 111.181 acres more or less.

5/6/87
870601
GWH/ts



G. W. Hans
Gordon W. Hans
Registered Public Surveyor #1748
COBB, FENDLEY AND ALLEN COMPANY
3355 BEE CAVE, SUITE 606
AUSTIN, TEXAS, 78746
(512) 329-8208

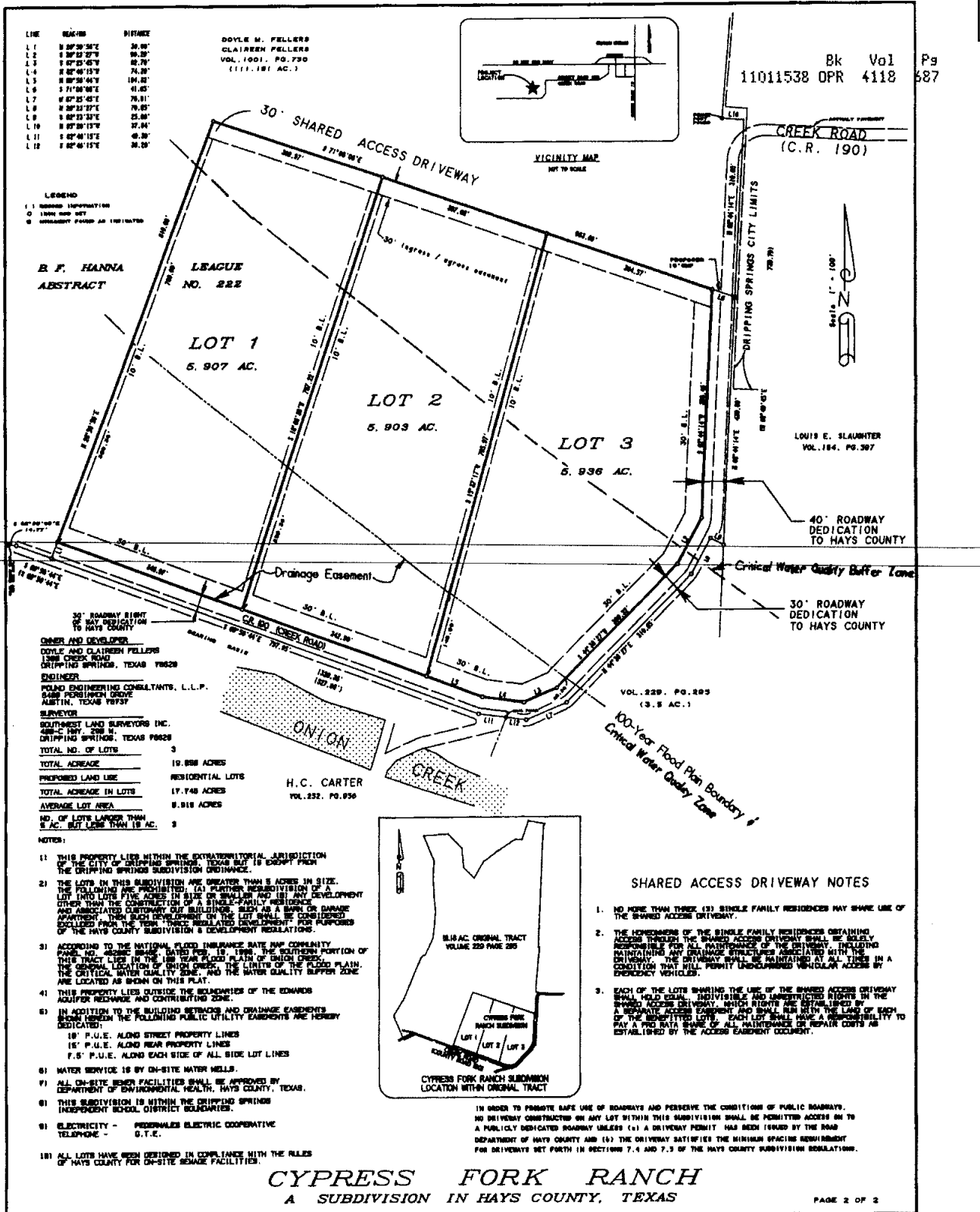
STATE OF TEXAS
COUNTY OF HAYS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED, in the Volume and Page of the named RECORDS of Hays County, Texas, as stamped hereon by me.



James D. Dandley
COUNTY CLERK
HAYS COUNTY, TEXAS

OCT 9 1987



Bk Vol Ps
11011538 OPR 4118 488STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS: THAT WE, DOYLE M. FELLERS AND WIFE, CLAIREEN FELLERS OWNERS OF 111.181 ACRES OF LAND OUT OF THE S.P. MANNA LEAGUE, ABSTRACT NO. 282, HAYS COUNTY, TEXAS, AS CONVEYED TO US BY DEED DATED JUNE 28, 1993, AND RECORDED IN VOLUME 1001, PAGE 730, HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY SUBDIVIDE 18.959 ACRES OUT OF SAID 111.181 ACRE TRACT TO BE KNOWN AS "CYPRESS FORK RANCH" IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF STREETS AND EASEMENTS SHOWN HEREON.

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, WARRANT THAT ANY RIGHT, PRIVILEGE, OBLIGATION, OR REMEDY GRANTED TO ME BY THE SUBDIVISION ORDINANCE AND OTHER RELEVANT LAWS OF HAYS COUNTY, TEXAS, SHALL ALSO RUN IN FAVOR OF MY SUCCESSORS IN INTEREST, AGENTS, EMPLOYEES, OR ANY OTHER PERSON, NO PURSUANT TO THE DIRECTIONS OF ANY OF THE FOREGOING, OR UNDER COLOR OF THE SAME.

IN WITNESS WHEREOF, DOYLE M. FELLERS AND CLAIREEN FELLERS HAS CAUSED THESE PRESENTS TO BE EXECUTED, AND THERE DULY AUTHORIZED.

THIS THE 9th DAY OF JULY A.D., 1998.

Doyle M. Fellers
DOYLE M. FELLERS
OWNER

Claireen Fellers
CLAIREEN FELLERS
OWNER

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DOYLE M. FELLERS AND CLAIREEN FELLERS, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.



Deborah G. Galt
NOTARY PUBLIC IN AND FOR HAYS
COUNTY, TEXAS.
COMMISSION EXPIRES 1-22-02
PRINT NAME Deborah Galt

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH, SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANNING AND LOCATION PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS COURT OF HAYS COUNTY ASSUMES NO LIABILITY TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE 100 YEAR FLOODPLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON.

Deborah A. Pounds
DALE A. POUNDS, P.E.
P.E. NO. 61576

7-14-98
DATE

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE HAYS COUNTY SUBDIVISION SPECIFICATIONS AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

Gary P. Pennington
GARY P. PENNINGTON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4808 - STATE OF TEXAS
SOUTHWEST LAND SURVEYORS, INC.
4001C HIGHWAY 280 WEST
DRIPPING SPRINGS, TEXAS 76620

7-14-98
DATE



HEALTH DEPARTMENT NOTES:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED WATER TREATMENT PLANT. PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY THE COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABLE FOR USE. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER SOURCE.

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 ENVIRONMENTAL HEALTH.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

Allen G. Walther
ALLEN G. WALTHER, DIRECTOR
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

STATE OF TEXAS
COUNTY OF HAYS

I, MARGIE T. VILLALPANDO, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 14th DAY OF JULY A.D., 1998.

THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN ENTERED IN THE MINUTES OF SAID COURT IN BOOK 2, PAGE 72.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 14th DAY OF JULY A.D., 1998.

Margie T. Villalpando
MARGIE T. VILLALPANDO
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

I, MARGIE T. VILLALPANDO, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE

ON THE 14th DAY OF JULY A.D., 1998 AT 4:00 O'CLOCK P. M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN BOOK 2 PAGE(S) 167-168 WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 14th DAY OF JULY A.D., 1998.



Margie T. Villalpando
MARGIE T. VILLALPANDO
COUNTY CLERK
HAYS COUNTY, TEXAS

CYPRESS FORK RANCH

A SUBDIVISION IN HAYS COUNTY, TEXAS

PAGE 1 OF 2

12.374 ACRES
ARROWHEAD RANCH

FN NO. 07-836(TM)
December 27, 2007
BPI JOB NO. 1161538-01
Vol Pg
4118 689

Item 2.

DESCRIPTION

OF 12.374 ACRES OF LAND OUT OF THE B.F. HANNA SURVEY, ABSTRACT NO. 222; SITUATED IN HAYS COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 111.181 ACRE TRACT DESCRIBED IN THE DEED TO DOYLE M. FELLERS AND WIFE, CLAIREEN FELLERS, OF RECORD IN VOLUME 1001, PAGE 750, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 12.374 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the southerly most corner of that certain 18.37 acre "Tract One" described in the deed to Lester E. R. Doty, of record in Volume 1197, Page 162, of the said Official Public Records, being an angle point in the northerly line of said 111.181 acre tract, also being in the approximate centerline of a creek locally known as Cave Springs Branch, for an angle point in the easterly line hereof, from which a 1/2-inch iron rod found in the southerly line of said 18.37 acre tract, bears along the approximate centerline meanders of Cave Springs Branch, N24°50'24"E, a distance of 120.80 feet;

THENCE, leaving the southerly line of said 18.37 acre tract, over and across said 111.181 acre tract along a portion of the easterly and irregular southerly lines hereof, the following ten (10) courses and distances:

- 1) S09°42'35"E, a distance of 23.08 feet to a 1/2-inch iron rod with cap set;
- 2) S62°49'07"E, a distance of 67.45 feet to a 1/2-inch iron rod with cap set;
- 3) S15°12'57"W, a distance of 309.27 feet to a 1/2-inch iron rod with cap set;
- 4) S47°32'45"W, a distance of 188.44 feet to a 1/2-inch iron rod with cap set;
- 5) S43°49'18"W, a distance of 191.91 feet to a 1/2-inch iron rod with cap set;

FN 07-836
December 27, 2007
Page 2 of 6

Bk Vol Pg
11011538 OPR 4118 690

- 6) N42°24'49"W, a distance of 263.24 feet to a 1/2-inch iron rod with cap set;
- 7) S77°25'19"W, a distance of 43.88 feet to a 1/2-inch iron rod with cap set;
- 8) S05°23'39"E, a distance of 287.17 feet to a 1/2-inch iron rod with cap set;
- 9) S25°06'46"W, a distance of 37.38 feet to a 1/2-inch iron rod with cap set;
- 10) N87°22'16"W, a distance of 21.35 feet to a 1/2-inch iron rod with cap set in the approximate centerline meander of a creek locally known as Boiling Springs Creek, being on the easterly line of that certain 361.83 acre tract described in the deed to Forestar (USA) Real Estate Group, Inc., of record in Volume 3083, Page 733, of said Official Public Records, for the southwesterly corner hereof;

THENCE, along the approximate centerline meanders of said Boiling Springs Creek, being a portion of the easterly line of said 361.83 acre tract, for the westerly line hereof, the following seven (7) courses and distances:

- 1) N02°45'03"E, a distance of 240.39 feet to a calculated point;
- 2) N02°25'07"W, a distance of 80.90 feet to a calculated point;
- 3) N09°18'58"W, a distance of 212.62 feet to a 1/2-inch iron rod with cap set;
- 4) N04°44'23"W, a distance of 223.91 feet to a calculated point;
- 5) N08°20'46"W, a distance of 245.40 feet to a calculated point;
- 6) N28°21'28"W, a distance of 295.23 feet to a calculated point;

FN 07-836
December 27, 2007
Page 3 of 6

Bk Vol Pg
11011538 OPR 4118 691

- 7) N03°42'45"E, a distance of 51.04 feet to a calculated point for the southwesterly corner of said 18.37 acre tract, and the northwesterly corner of said 111.181 acre tract and hereof, from which a 1/2-inch iron rod found for an angle point in the westerly line of said 18.37 acre tract, same being the easterly line of said 361.83 acre tract, bears N03°42'45"E, a distance of 173.70 feet;

THENCE, leaving the easterly line of said 361.83 acre tract and the approximate centerline meanders of Boiling Springs Creek, along a portion of the northerly line of said 111.181 acre tract, being a portion of the southerly line of said 18.37 acre tract, the following five (5) courses and distances:

- 1) N82°55'33"E, a distance of 340.85 feet to a 1/2-inch iron rod found;
- 2) S47°24'23"E, a distance of 277.77 feet to a 1/2-inch iron rod found;
- 3) S08°01'22"E, a distance of 277.75 feet to a 1/2-inch iron rod found;
- 4) S48°33'56"E, a distance of 179.56 feet to a 1/2-inch iron rod found;

FN 07-836
December 27, 2007
Page 4 of 6

Bk Vol Pg
11011538 OPR 4118 692

- 5) S52°45'32"E, a distance of 26.36 feet to the **POINT OF BEGINNING**, and containing an area of 12.374 acres of land, more or less, within these metes and bounds.

BEARING BASIS: THE BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS COORDINATE SYSTEM, NAD83-HARN CENTRAL ZONE, UTILIZING GPS CALIBRATION TO LCRA HARN NETWORK CONTROL STATIONS AZB4, AZB5, A728, & A730,

I, MARK A. ZIENTEK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT THIS DESCRIPTION IS BASED UPON A SURVEY MADE ON THE GROUND BY BURY+PARTNERS, INC., UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES. A SURVEY SKECTH PLAT WAS PREPARED TO ACCOMPANY THIS DESCRIPTION

BURY + PARTNERS, INC.
ENGINEERING-SOLUTIONS
221 SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701

MARK A. ZIENTEK, R.P.L.S.
NO. 5683
STATE OF TEXAS

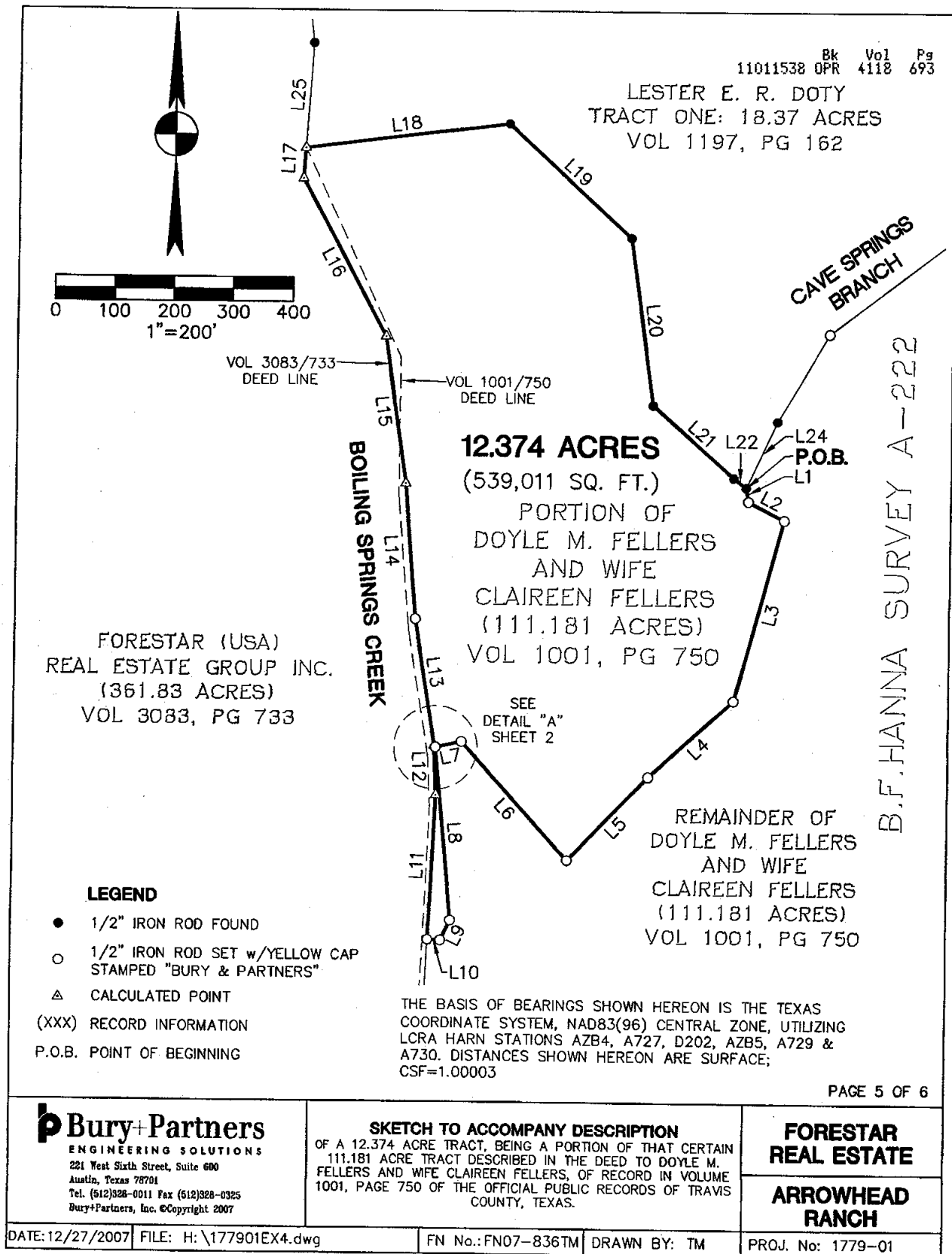
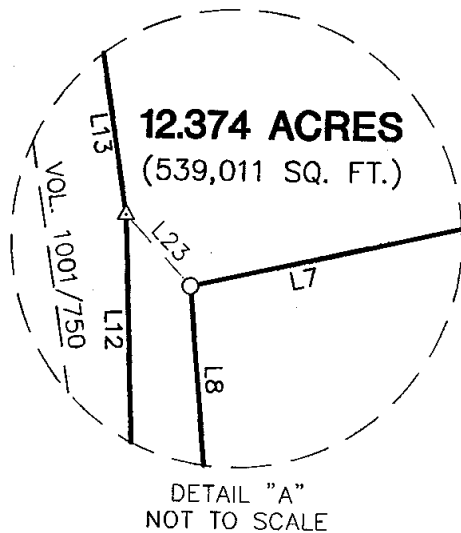


Exhibit "A"-Page 10 of 14

Bk Vol Pg
11011538 OPR 4118 694



LINE TABLE

NO.	BEARING	DISTANCE
L1	S09°42'35"E	23.08'
L2	S62°49'07"E	67.45'
L3	S15°12'57"W	309.27'
L4	S47°32'45"W	188.44'
L5	S43°49'18"W	191.91'
L6	N42°24'49"W	263.24'
L7	S77°25'19"W	43.88'
L8	S05°23'39"E	287.17'
L9	S25°06'46"W	37.38'
L10	N87°22'16"W	21.35'
L11	N02°45'03"E	240.39'
L12	N02°25'07"W	80.90'
L13	N09°18'58"W	212.62'
L14	N04°44'23"W	223.91'
L15	N08°20'46"W	245.40'
L16	N28°21'28"W	295.23'
L17	N03°42'45"E	51.04'
L18	N82°55'33"E	340.85'
L19	S47°24'23"E	277.77'
L20	S08°01'22"E	277.75'
L21	S48°33'56"E	179.56'
L22	S52°45'32"E	26.36'
L23	N43°37'48"W	3.00'
L24	N24°50'24"E	120.80'
L25	N03°42'45"E	173.70'

PAGE 6 OF 6

Bury+Partners
ENGINEERING SOLUTIONS
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512)328-0011 Fax (512)328-0325
Bury+Partners, Inc. ©Copyright 2008

SKETCH TO ACCOMPANY DESCRIPTION
OF A 12.374 ACRE TRACT, BEING A PORTION OF THAT
CERTAIN 111.181 ACRE TRACT DESCRIBED IN THE DEED TO
DOYLE M. FELLERS AND WIFE CLAIREEN FELLERS, OF RECORD
IN VOLUME 1001, PAGE 750 OF THE OFFICIAL PUBLIC RECORDS
OF TRAVIS COUNTY, TEXAS.

**FORESTAR
REAL ESTATE**

**ARROWHEAD
RANCH**

DATE: 12/27/2007 FILE: H:\177901EX4.dwg

FN No.: FN07-836TM

DRAWN BY: TM

PROJ. No: 1779-01

Exhibit "A"-Page 11 of 14

Legal Description
Hays County, Texas

Bk Vol Pg
 11011538 OFR 4118 695
D&A Job No. 1039-002

EXHIBIT "A"

DESCRIPTION OF A TRACT OF LAND CONTAINING 7.0532 ACRE (307,237 SQUARE FEET), SITUATED IN HAYS COUNTY TEXAS, BEING OUT OF THE BENJAMIN F. HANNA LEAGUE SURVEY NO. 428, ABSTRACT NO. 222, AND BEING A PORTION OF THE DOYLE M. FELLERS, AND WIFE, CLAIREEN FELLERS TRACT PER DEED RECORDED IN VOLUME 1001, PAGE 750, OF OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 7.0532 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (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 1.000080832644):

BEGINNING, at a 1/2-inch iron rod with "Bury" cap found at the most southerly corner of that certain 12.374 acre tract conveyed by Doyle Fellers and wife, Claireen Fellers to Forestar (USA) Real Estate Group, Inc., per warranty deed recorded as Instrument No. 2010-10000170, in Volume 3802, Page 475 of the Official Public Records of Hays County, Texas;

THENCE, along the boundary of said 12.374 acre tract the following four (4) courses:

1. N25°48'45"E, a distance of 37.37 feet to a found ½-inch iron rod with "Bury" cap,
2. N04°41'40"W, a distance of 287.17 feet to a found ½-inch iron rod with "Bury" cap,
3. N78°18'13"E, a distance of 44.20 feet to a found ½-inch iron rod with "Bury" cap, and the most northerly corner hereof,
4. S41°41'26"E, a distance of 263.28 feet to a found ½-inch iron rod with "Bury" cap,

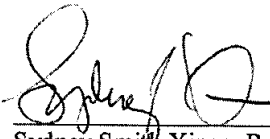
THENCE, departing the boundary of said 12.374 acre tract, and continuing over and across said Doyle Fellers and wife, Claireen Fellers tract the following nine (9) courses and distances:

1. S48°57'59"E, a distance of 355.80 feet to a calculated point for the most easterly corner hereof and the beginning of a non-tangent 387.00 foot radius curve concave southeasterly, a radial to which bears N48°57'59"W,
2. Southwesterly along the arc of said curve a distance of 63.26 feet through a central angle of 9°21'58" to a calculated point,
3. Tangent to said curve, S31°40'03"W, a distance of 191.17 feet to a calculated point and the beginning of a tangent 237.00 foot radius curve concave easterly,

Bk Vol Pg
11011538 OFR 4118 696

4. Southerly along the arc of said curve a distance of 169.33 feet through a central angle of 40°56'08" to a calculated point,
5. S83°09'01"W, a distance of 563.50 feet to a calculated point for the most westerly corner hereof,
6. N22°25'39"E, a distance of 195.10 feet to a calculated point,
7. N59°47'08"E, a distance of 56.79 feet to a calculated point,
8. N22°21'55"E, a distance of 261.10 feet to a calculated point,
9. N03°27'02"E, a distance of 95.81 feet to a found ½-inch iron rod with "Bury" cap at a corner of said 12.374 acre tract;

THENCE, S86°40'21"E, a distance of 21.35 feet along the boundary of said 12.374 acre tract to the **POINT OF BEGINNING** and containing 7.0532 acres of land, more or less.


Sydney Smith Xinos, R.P.L.S. 5361 12/3/10 Date
Doucet & Associates Inc.,
7401 B Hwy. 71 West, Suite 160,
Austin, Texas 78735



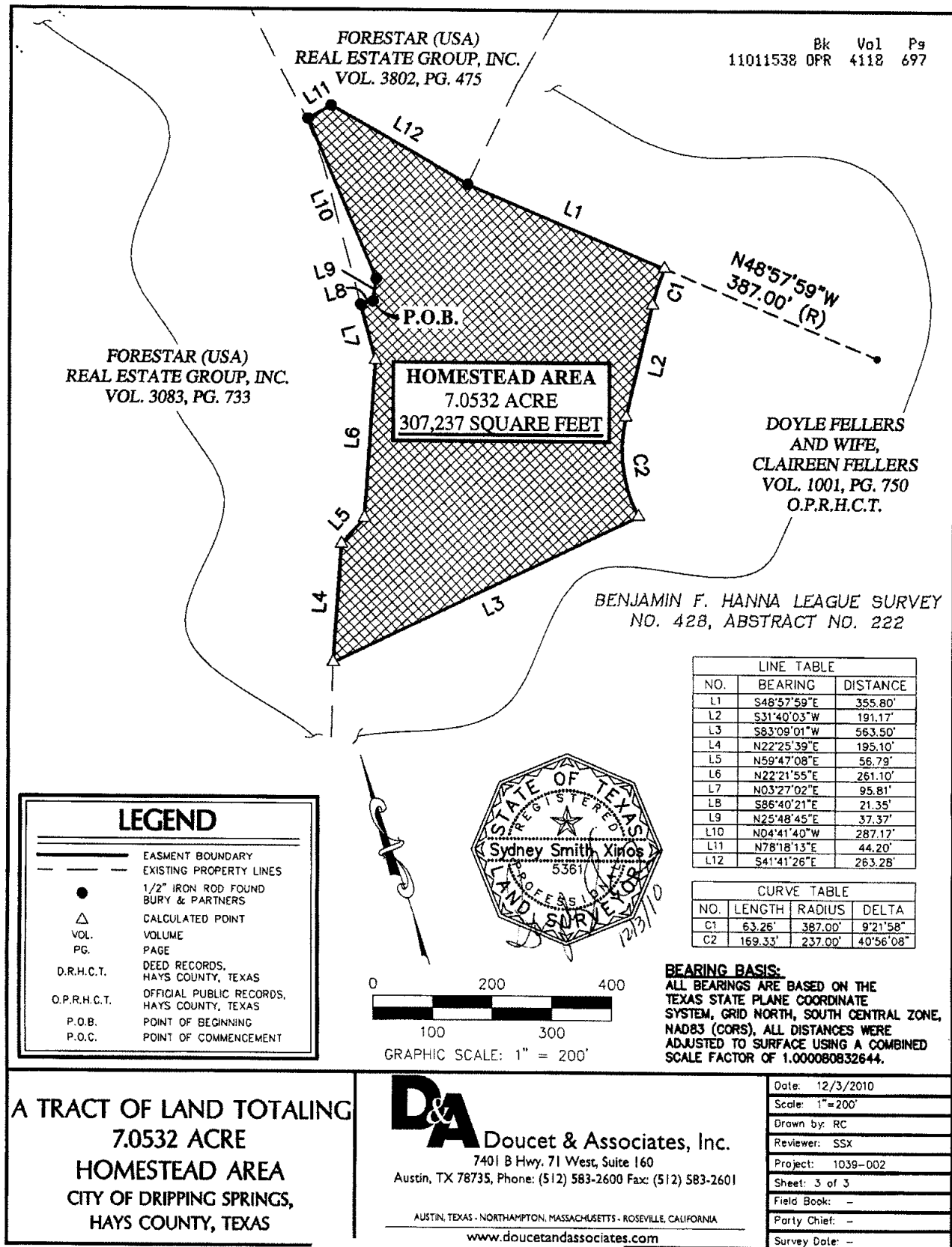
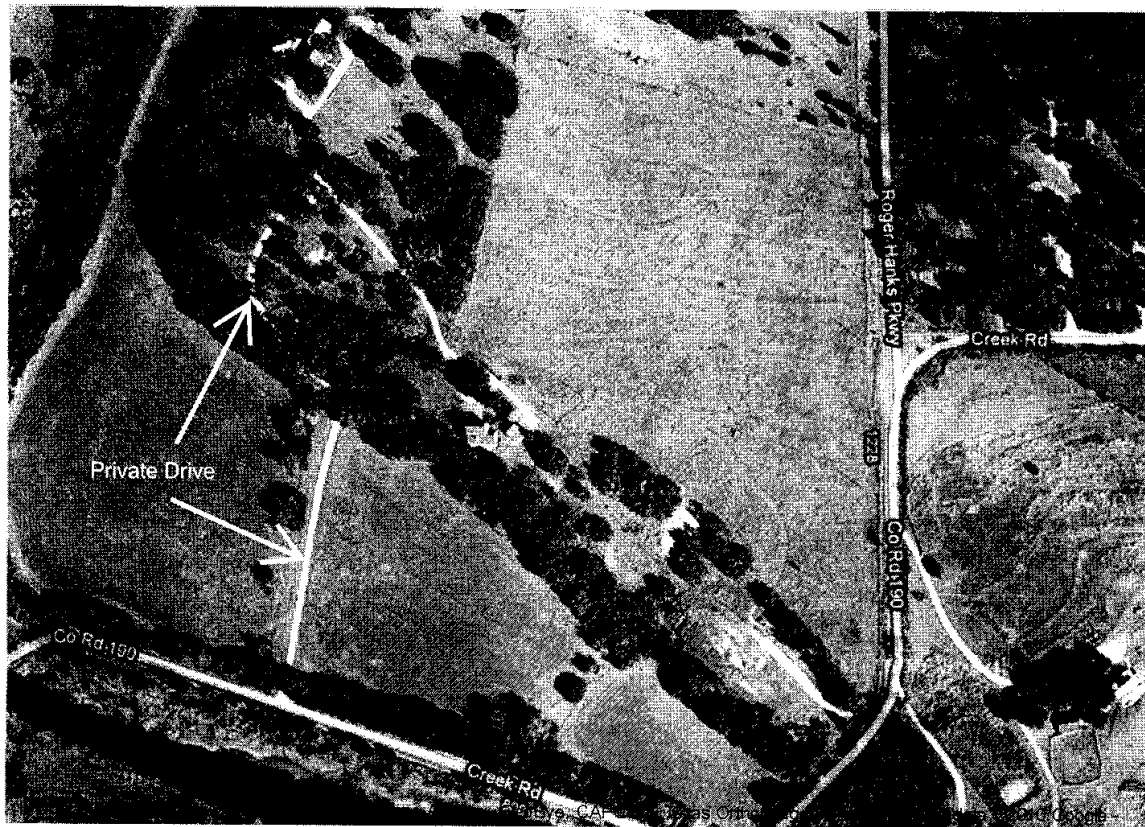


Exhibit "A"-Page 14 of 14

To see all the details that are visible on the screen, use the "Full Screen" button in the top right corner.

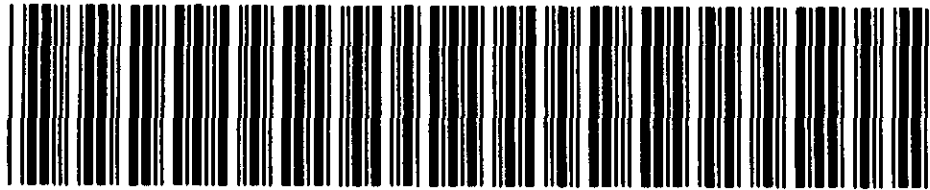
Homestead Location



Map showing existing private drive to Creek Road

Exhibit "B"

Hays County
Liz Q. Gonzalez
County Clerk
San Marcos, Texas 78666



70 2012 12008148

Item 2.

Instrument Number: 2012-12008148

As

Recorded On: March 30, 2012

OPR RECORDINGS

Parties: FELLERS DOYLE M

Billable Pages: 2

To CYPRESS FORK RANCH LP

Number of Pages: 3

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

OPR RECORDINGS 20.00

Total Recording: 20.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2012-12008148

Receipt Number: 299689

Recorded Date/Time: March 30, 2012 03:04:06P

Book-Vol/Pg: BK-OPR VL-4310 PG-698

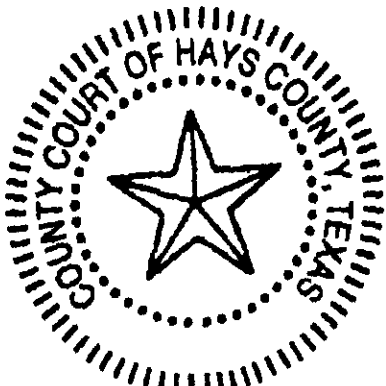
User / Station: L Curry - Cashiering #4

Record and Return To:

STEVEN RAY HAKE

1306 GUADALUPE STREET

AUSTIN TX 78701



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and
time stamped hereon and was recorded on the volume and page of the named records
of Hays County, Texas

Liz Q. Gonzalez

Liz Q. Gonzalez, County Clerk

Correction Deed

State of Texas §
County of Hays §

This deed of correction is made on March 28, 2012, by Doyle M. Fellers and wife Claireen Fellers of 1300 Creek Road, Dripping Springs, Hays County, Texas 78620, referred to as Grantor, and Cypress Fork Ranch, L.P., a Texas limited partnership, of 1300 Creek Road, Dripping Springs, Hays County, Texas 78620, referred to as Grantee.

Recitals

1. Grantor conveyed a parcel of land to Grantee by Special Warranty Deed dated May 5, 2011, which instrument is recorded as Instrument Number 2011-11011538 in the Real Property Records of Hays County, Texas.

2. In that instrument, the property conveyed was, by mistake, incorrectly described in that the legal description failed to exclude from the parcel described a strip of land comprising 2.14 acres of land that was not conveyed and should have been excluded from the legal description, for that 2.14 acres had previously been dedicated by Grantor to the public for roadway purposes as shown on the face of the final approved plat for the Roger Hanks Park Subdivision, recorded in Volume 11, Page 324-326, of the Official Public Records of Hays County, Texas.

3. In order to correct the error and to reflect the true agreement of the parties in every respect, Grantor and Grantee desire to make and execute this Correction Deed.

Now, therefore, Grantor, in and for the considerations expressed in the above-described Special Warranty Deed paid by Grantee, the receipt and sufficiency of which are acknowledged and confessed, grants, sells, and conveys to Grantee that certain property in Hays County, Texas described on the Exhibit "A" attached to that certain Special Warranty Deed dated May 5, 2011 recorded as Instrument Number 2011-11011538 in the Real Property Records of Hays County, Texas, except that the following described tract of land is hereby excluded from the legal description of the property as conveyed:

- (5) And also excluding that certain parcel containing 2.14 acres of land previously dedicated by Grantor to the public for roadway purposes as shown on the final approved plat for the Roger Hanks Park Subdivision, recorded in Volume 11, Page 324-326, of the Official Public Records of Hays County, Texas.

Thus, the Property conveyed consists of a tract of land of 111.181 acres (1) less 1.304 acres, (2) less 17.746 acres, (3) less 12.374 acres, (4) less 7.0532 acres, and (5) less 2.14 acres, **for a resulting tract of approximately 70.5638 acres more or less.**

This Correction Deed is subject to the same Reservations from Conveyance and the same Exceptions to Conveyance and Warranty as stated in the original Special Warranty Deed described above.


To have and to hold the above-described Property, together with all and singular the rights, ways, and appurtenances belonging or appertaining to the premises, to Grantee and Grantee's heirs, successors, and assigns, and Grantor by this instrument binds Grantor and Grantor's heirs,

successors, and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS", with any and all latent and patent defects, and that there is no warranty by Grantor that the Property is fit for a particular purpose. Grantee acknowledges that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for the limited warranties of title set forth in this deed. When the context requires, singular nouns and pronouns include the plural.

This deed is executed as a correction deed given and accepted in place of that deed executed by the Grantor to the Grantee as above set forth and is made to correct the above-mentioned error and confirm the deed, and it will be effective as of, and retroactive to, the date of the original deed. Except as corrected, the original deed shall remain in full force and effect.

Executed on the date first above mentioned.



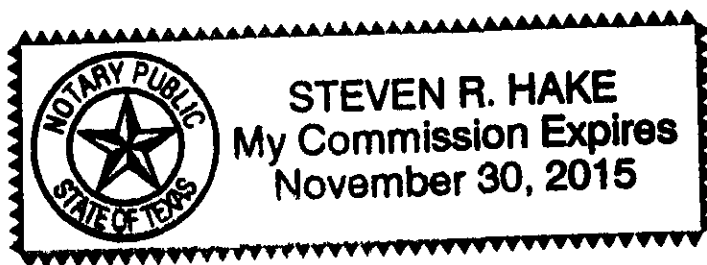
Doyle M. Fellers

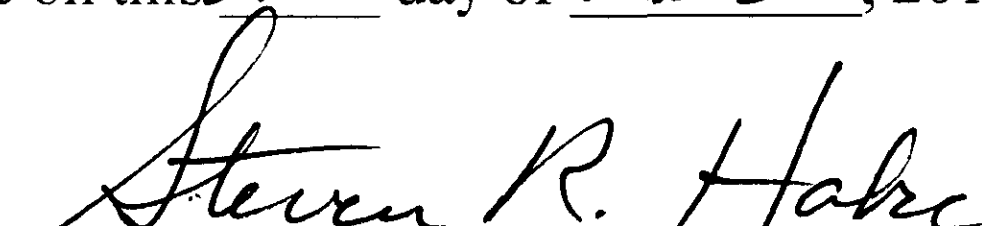


Claireen Fellers

State of Texas §
§
County of Hays §

This instrument was acknowledged before me on this 28th day of March, 2012 by Doyle M. Fellers and wife, Claireen Fellers.





Notary Public, State of Texas

After recording, please return to:

Steven R. Hake
1306 Guadalupe Street
Austin, TX 78701

Exhibit “D”

Capacity Reservation

WHEREAS, Owner has agreed to grant to City a Wastewater Easement, as further detailed in this Agreement; and

WHEREAS, City, as further consideration for that Wastewater Easement being granted by Owner, has agreed to reserve capacity in its wastewater collection system as set forth in this Agreement; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

A. Definitions.

“City” means the City of Dripping Springs, an incorporated Type A, general law municipality located in Hays County, Texas.

“Land” means that certain approximately 54.0822-acre tract of land in Hays County, Texas, with the legal description of the tracts of land as described in Document No. 2012-12008148 recorded 3/30/2012, and Document No. 20058437 recorded 12/16/2020, save and except the property sold in Document No. 20044978 recorded 10/6/2020, and save and except the property conveyed in Document No. 22008563 recorded 2/22/2022, Official Public Records of Hays County, Texas.

“LUE” means Living Unit Equivalent of sewer usage, as established from time to time by City Ordinance.

“Owner” means Cypress Fork Ranch, L.P., a Texas limited partnership.

B. City’s Obligations

1. Reserve Capacity. City will reserve 80 LUEs of capacity in the Wastewater Collection System for Owner for up to eight (8) years, with the term beginning after notification from the City that the TPDES WWTP permitted under WQ0014488003 is operational. City will not charge any reservation fees to reserve this capacity. If the Land is fully platted within this eight-year-period and all 80 LUEs are not utilized, all remaining reserved LUEs are terminated.

C. Owners’ Obligations

1. Prior to obtaining wastewater service, Owner must negotiate and execute a Wastewater Utility Agreement with the City.

2. Facilities on the Land. Owner and future wastewater customers on Owner's property shall be responsible for the cost, construction, installation and maintenance of all sewer lines, wastewater taps, and other wastewater infrastructure between the service connection that has been constructed by the City and the facilities on the Land. Further, notwithstanding this Agreement, the Owner and all future wastewater customers on the Land remain subject to but not limited to applicable City ordinances, as these ordinances may be amended from time to time, including requirements related to development plans or site plans, and all provisions related to wastewater service availability, application, and commencement of retail wastewater service; payment of all wastewater rates, fees and charges, including all connection fees and Impact Fees; all applicable pretreatment requirements; and service termination, interest, and other charges as provided in the ordinance for delinquent accounts.

D. Assignment

1. Assignment. Owner may assign this Agreement as to all or part of the reserved LUEs without the written consent of the City to transferees of the Land from Owner.

EXECUTED this the 4th day of April, 2022.

CITY:

CITY OF DRIPPING SPRINGS, TEXAS

By: Bill Foulds
Mayor Bill Foulds

OWNER:

CYPRESS FORK RANCH, L.P.

BY: Cypress Fork Management, LLC, its General Partner

By: Doyle M. Fellers
Doyle M. Fellers, Manager

By: Claireen Fellers
Claireen Fellers, Manager

City of Dripping Springs**Fellers Residential Project (ZA2025-002) Zoning Amendment Ordinance****ORDINANCE No. 2026-O##**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), REZONING ONE TRACT OF LAND, TOTALING APPROXIMATELY 14.06 ACRES FROM AGRICULTURAL (AG) DISTRICT TO MODERATE DENSITY RESIDENTIAL (SF-2) AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; EFFECTIVE DATE; AUTHORIZING THE CITY ADMINISTRATOR TO NOTE THE CHANGE ON THE OFFICIAL ZONING MAP OF THE CITY; PROPER NOTICE & MEETING.

- WHEREAS,** the City Council of the City of Dripping Springs (“City Council”) seeks to promote orderly land use and development within the City; and
- WHEREAS,** the City Council finds to be reasonable and necessary the rezoning of the tract, described more fully and shown in Attachment “A” and totaling approximately 14.06 acres, from Agricultural (AG) to Moderate Density Residential (SF-2); and
- WHEREAS,** the City Council recognizes changed conditions and circumstances in the particular location; and
- WHEREAS,** the City Council finds that the zoning change is compatible with the surrounding area and with the City’s Zoning Ordinance and Comprehensive Plan; and
- WHEREAS,** after notice and hearing required by law, a public hearing was held before the Dripping Springs Planning and Zoning Commission on January 27, 2026, to consider the proposed amendment and the Planning and Zoning Commission recommended approval of the proposed change; and
- WHEREAS,** after public hearing held by the City Council on February 17, 2026, the City Council voted to approve the recommendation of the Planning and Zoning Commission; and
- WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to zone and rezone property; and

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

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

1. FINDINGS OF FACT

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

2. ENACTMENT

One tract of land totaling approximately 14.06 acres and described more fully and shown in Attachment “A”, is hereby rezoned Agricultural (AG) to Moderate Density Residential (SF-2).

3. REPEALER

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

4. SEVERABILITY

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

5. CHANGE ON ZONING MAP

The City Administrator is hereby authorized to and shall promptly note the zoning change on the official Zoning Map of the City of Dripping Springs, Texas.

6. EFFECTIVE DATE

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

7. PROPER NOTICE & MEETING

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

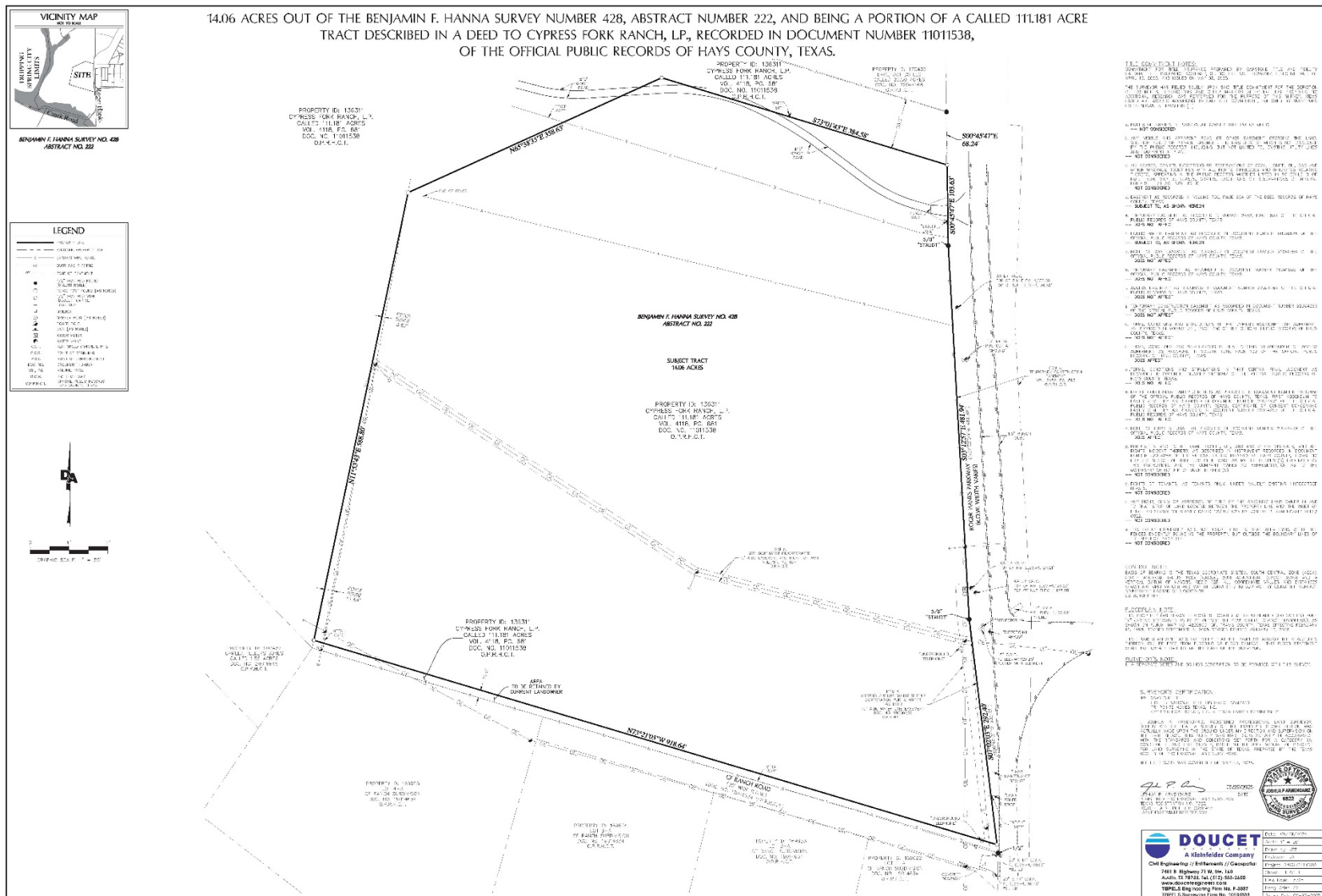
PASSED & APPROVED this, the ____ day of _____, _____, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretar



Cypress Fork/Roger Hanks (Fellers Tract)

Request for SF-2 Zoning

> About Tri Pointe

> Proposed homes

January 27, 2026

About Tri Pointe Homes

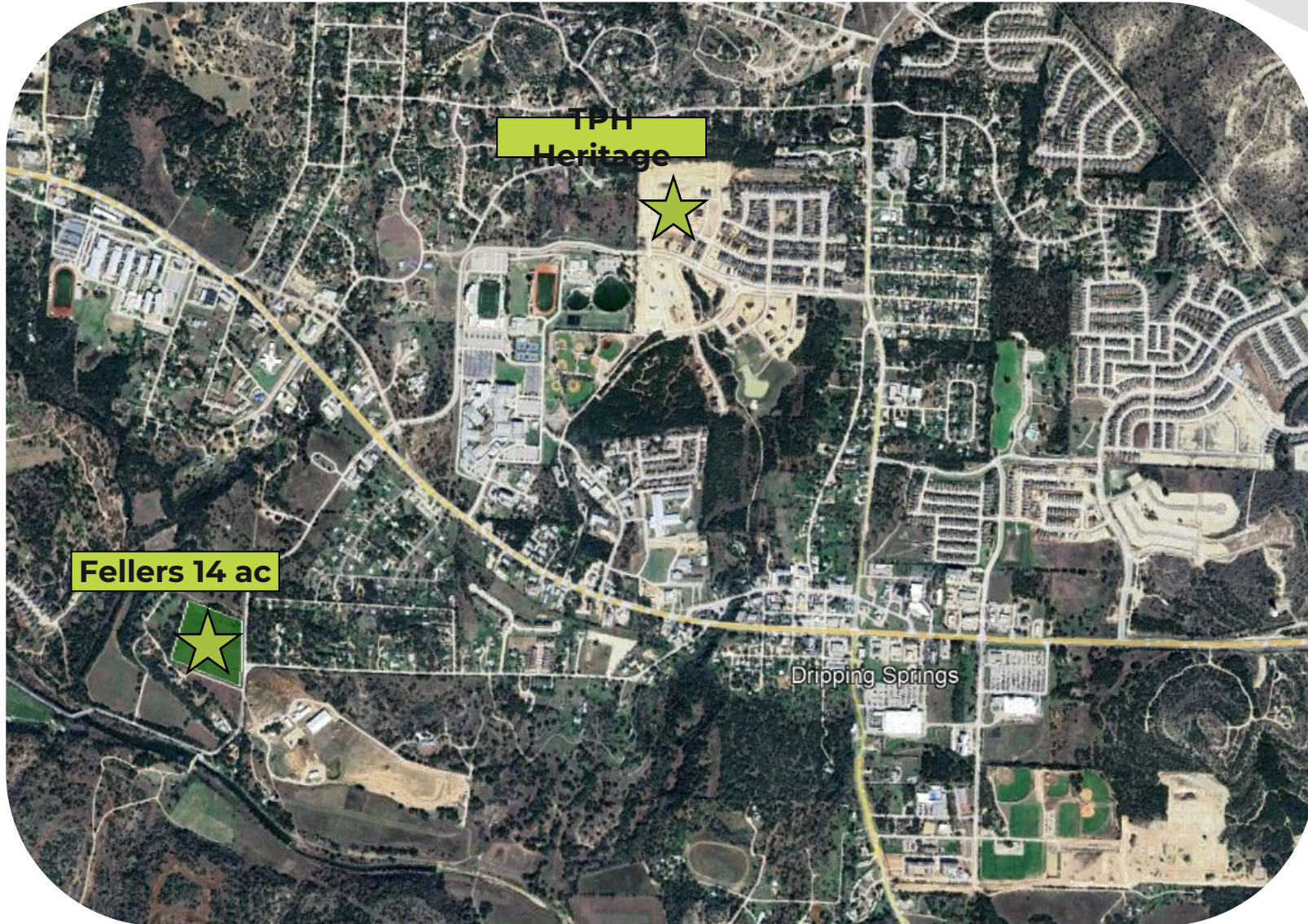
► History of Tri Pointe

- Tri Pointe Homes acquired Trendmaker Homes in 2014, and is one of the largest homebuilders in the country.
- Trendmaker operated in Texas beginning in 1971 and provided thousands of new homes to Texans, including homes in Headwaters and in Belterra.
- Actively building in Heritage master plan community on RR12

► Awards

- **Builder of the Year:** Awarded by “Builder and Developer Magazine” in 2019 and Builder Magazine 2015.
- Recognized as one of the **100 Best Companies to Work for by Fortune Magazine in 2025**
- Recognized as one of the **World’s Most Admired Companies by Fortune Magazine in 2024**

Tri Pointe Existing and Proposed Communities in Dripping Springs



Summary Continued

► Annexation

- ANNEX2025-002 and ZA2025-002
- Subject property annexation request and zoning amendment will be reviewed and decided by City Council on February 17, 2026

► Zoning

- Requested Zoning: **Moderate Density (SF-2)**
 - i. **Compatible with neighboring zoning and uses**
 - ii. **Aligns with City Comprehensive Plan Conceptual Future Land Use Map (Fellers Project area identified as Medium Density Residential)**
 - iii. **No variances requested. Typical city standards will be utilized**

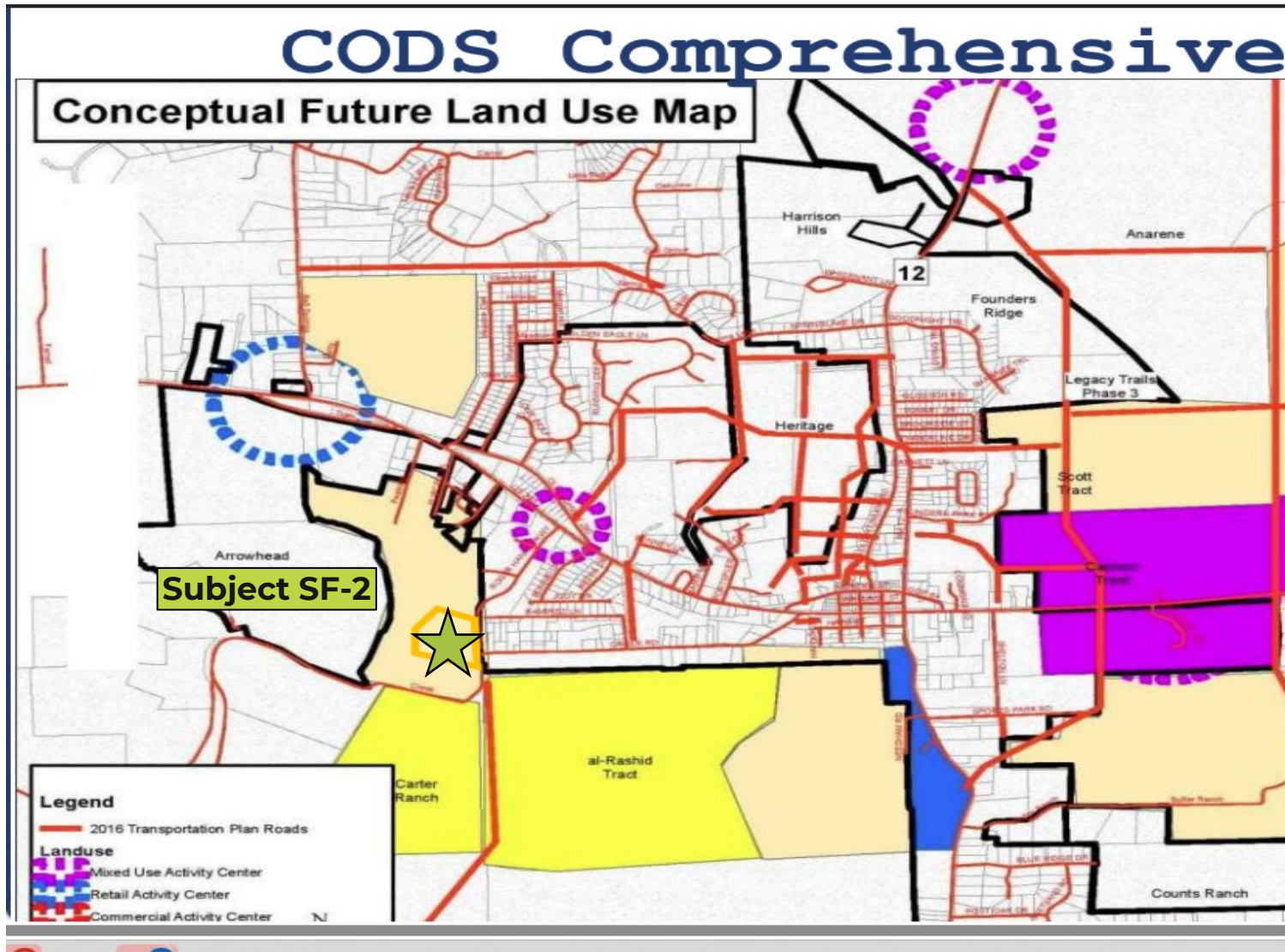
► Water and Wastewater

- Board of DSWSC approved the NSSA for water service on December 1, 2025
- Wastewater Reservation Agreement secured LUE's, as well as 3rd party easement required to service the homes

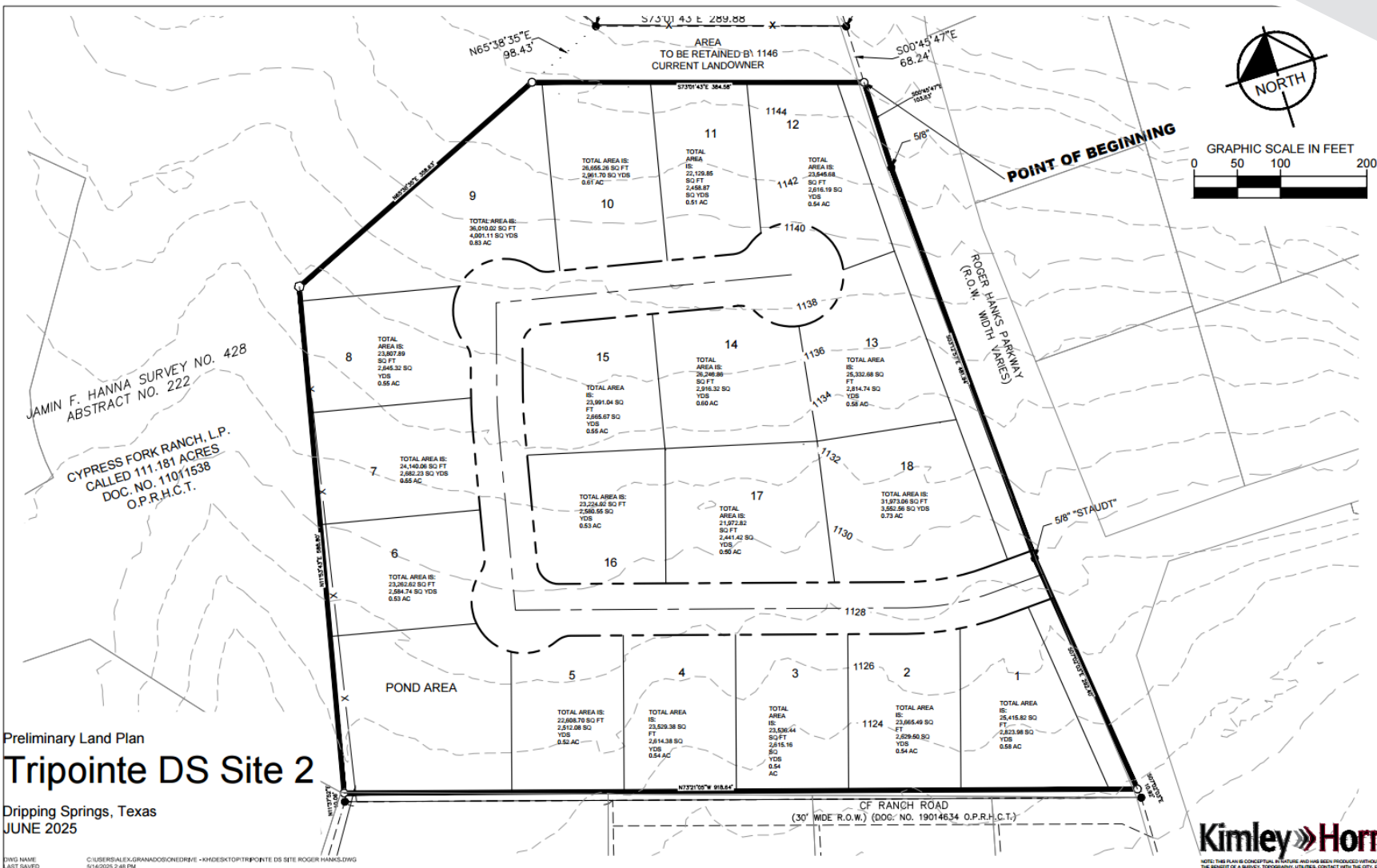
► Proposed Timeline

- Land Dev Start: **March-2027**
- Finished Lots: **July-2027**
- Home Construction Start: **July-2027**
- Grand Opening: **Feb-2028**

Fellers Tract-FLUM & Comp Plan



Fellers Tract – Concept Plan



Large Lot Demand

- ▶ Large lots are in demand in Dripping Springs (lots greater than 10,000 sqft) have seen strong pricing and sales in subdivisions such as Caliterra and Headwaters.
- ▶ Supply of large lots in Dripping Springs is low, with Caliterra having an estimated 10 lots remaining in their current section, and only 21 in Headwaters
- ▶ Developing the Fellers Tract presents a new opportunity for home buyers desiring larger homes on larger lots
- ▶ Our planned 60' wide product on ½ acre lots will fill a high demand, low supply niche.
 - *Larger homes on larger lots have high sales values (\$900k), thereby increased the assessed value of the property from its current Ag exemption to over \$16M increase property tax revenues to the City of Dripping Springs.*

Proposed Product Examples



Square footages from 2950 – 4400 SF

PLAN NAME	SQ. FT.	# LVLS	# BRMS	BATH ROOMS
Elysia	2958	1	4	3.5
Aurelia	3257	1	4	3.5
Altura	3627	2	4	3.5
Echelon	4114	2	4	4.5
Zenith	4400	2	5	4.5

Shown product examples are currently built in Houston, TX, and will be modified for the Dripping Springs Market

Planned Product Examples



Shown product examples are currently built in Houston, TX, and will be modified for the Dripping Springs Market

Planned Product Examples

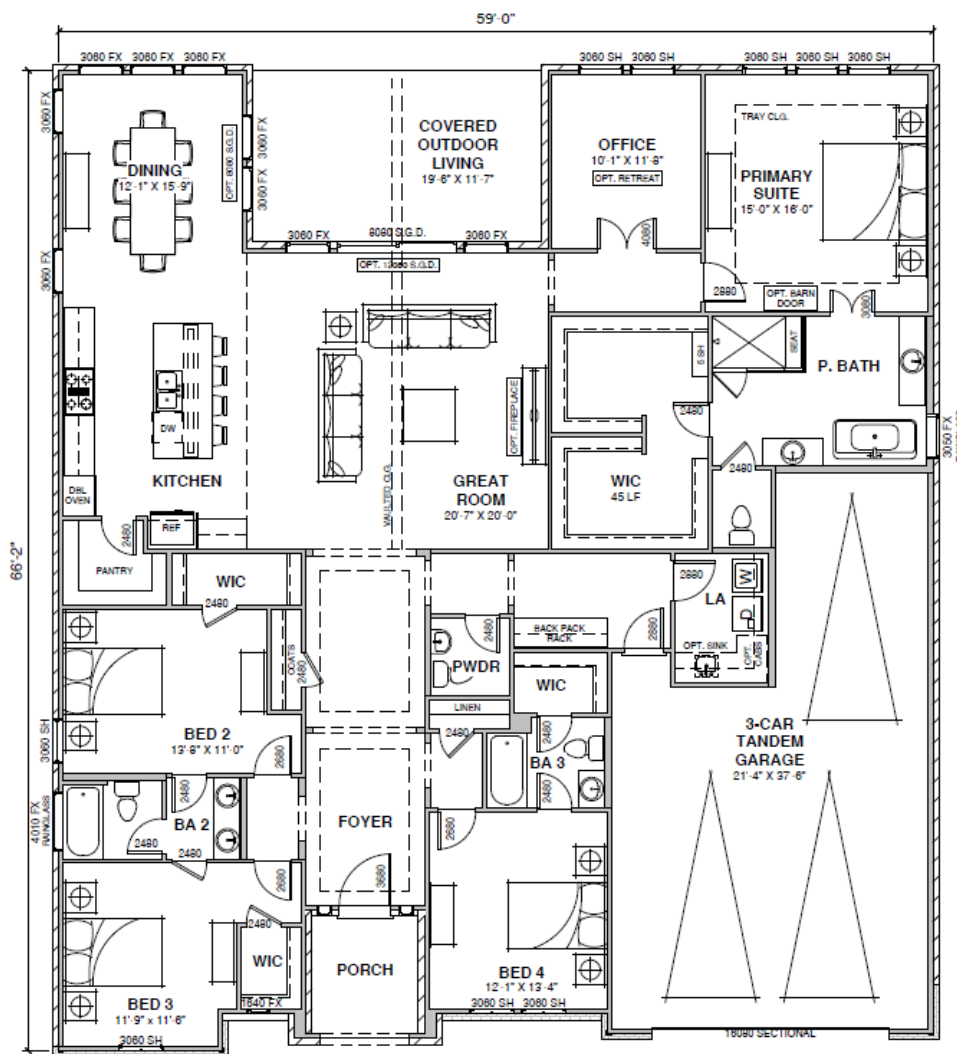


Shown product examples are currently built in Houston, TX, and will be modified for the Dripping Springs Market

Draft Floorplans – Single Story

► Plan 1

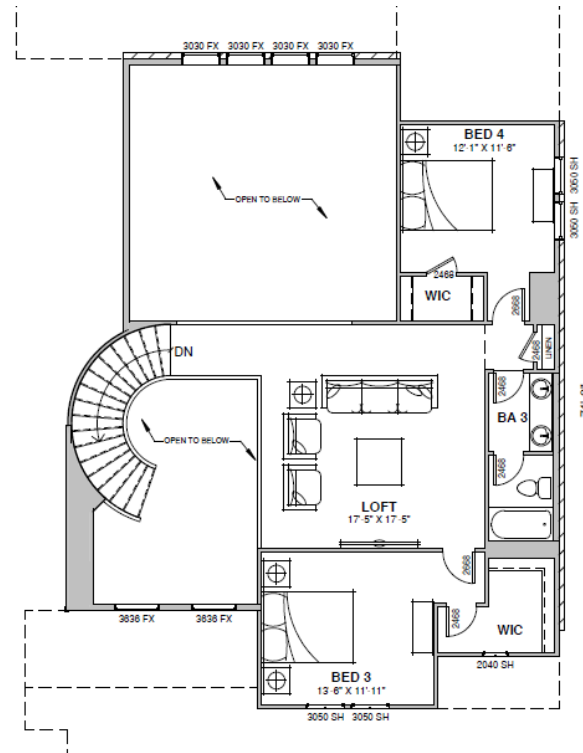
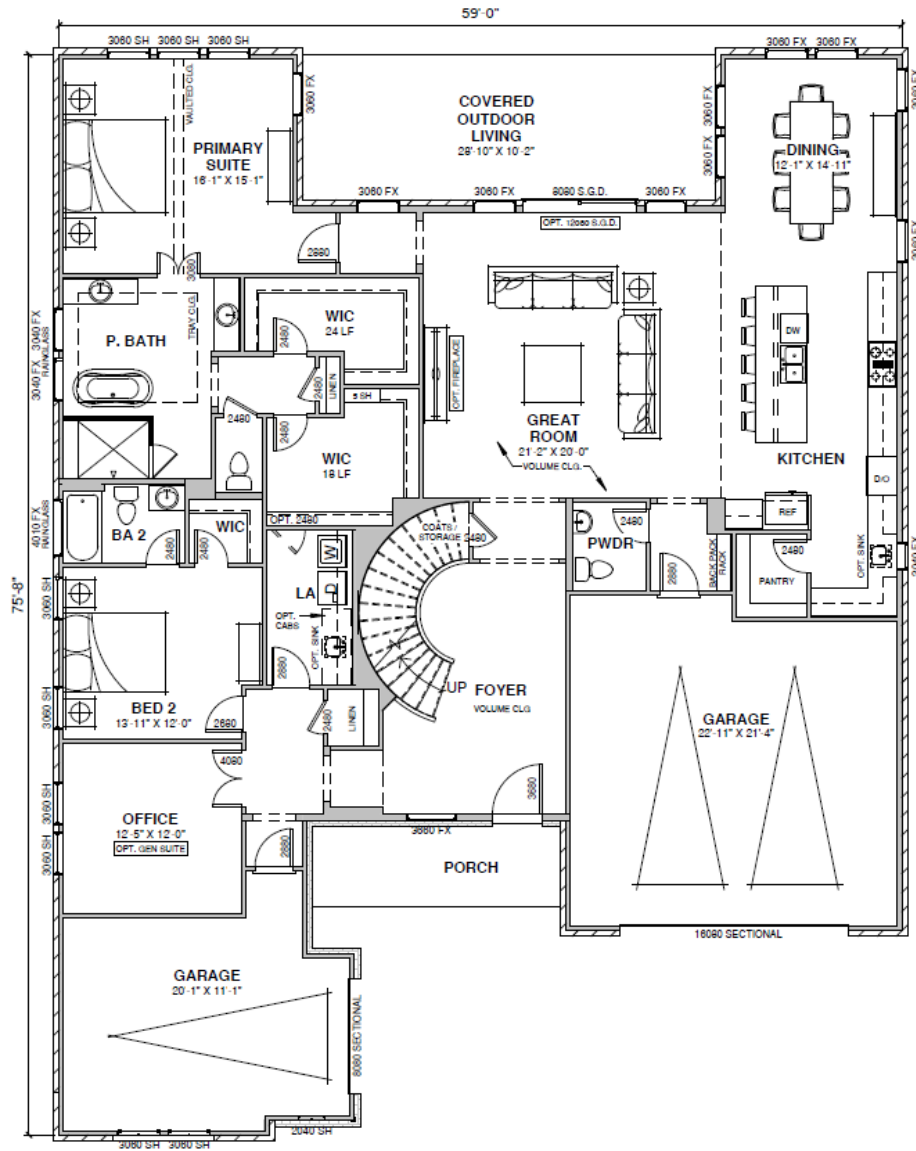
- Single story
- Target of 2,900 square feet
- 4 bedrooms, 3.5 baths
- 3-car tandem garage



FIRST FLOOR PLAN

1/8" = 1'-0"

Draft Floorplans – 2 Story



► Plan 3

- Two-story
- Target of 3,600 square feet, largest plan is ~4,400 SF
- 4 bedrooms, 3.5 baths
- 3-car garage
- Spiral staircase

SF-2 Zoning Breakdown

- Current proposed land plan follows all City of Dripping Springs guidelines for SF-2 zoning which are outlined below, with **no variances requested.**

Table 2: Dimensional Standards for Development

Lot Dimensions*	
Minimum Area	0.50 Acres
Site Standards	
Maximum Height	40'
Maximum Height for Accessory Structures	25'
Impervious Cover Limits	40% Maximum
Setbacks	
Front	25'
Side	15'
Rear	25'
Roadway Buffer	35' for Arterials, 25' for Collectors

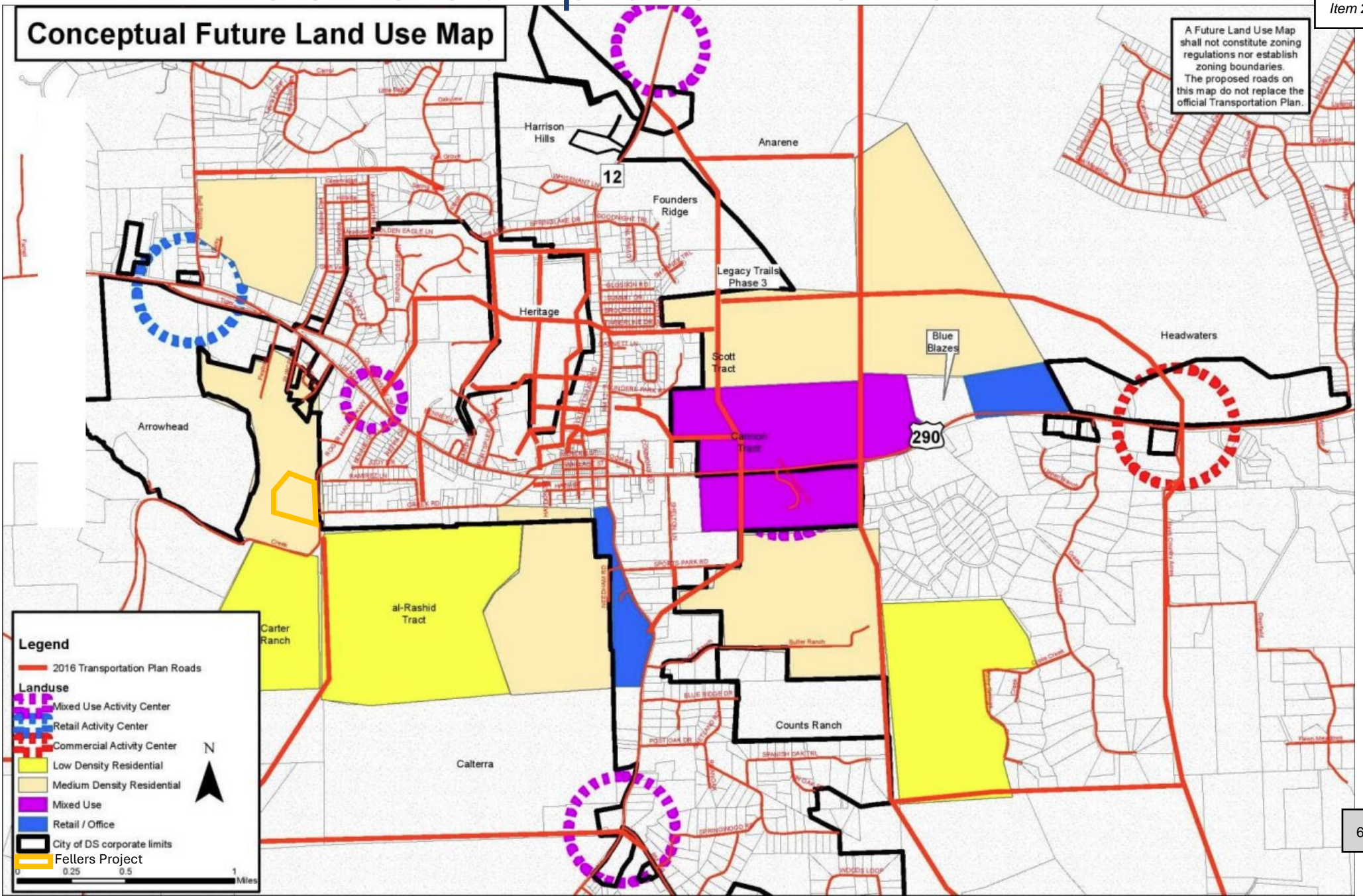
▶ Thank you

Attachment 4 CODS Comprehensive Plan

Item 2.

Conceptual Future Land Use Map

A Future Land Use Map shall not constitute zoning regulations nor establish zoning boundaries. The proposed roads on this map do not replace the official Transportation Plan.



The CODS Conceptual Future Land Use Map identifies the Fellers Project area as a Medium Density Residential Area

**MUNICIPAL SERVICES AGREEMENT BETWEEN THE
CITY OF DRIPPING SPRINGS, TEXAS AND
CYPRESS FORK RANCH, L.P. (FELLERS RESIDENTIAL PROJECT)**

This Municipal Services Agreement (“Agreement”) is entered into on ____ day of _____ 2026, by and between the City of Dripping Springs, Texas, a General Rule municipality of the State of Texas, (“City”) and CYPRESS FORK RANCH, L.P. (“Owner”).

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Owner owns certain parcels of land situated in Hays County, Texas, which consists of approximately 14.06 acres of land situated in the A0222 Benjamin Hanna Survey, in the City’s extraterritorial jurisdiction, such property being more particularly described and set forth in **Exhibit “A”** attached and incorporated herein by reference (“Property”);

WHEREAS, City and Owner desire to set out the City services and Owner duties to be provided for the Property on or after the effective date of annexation; and

WHEREAS, Sections 43.0671 and 43.0672 of the Texas Local Government Code authorizes the City and the Owner to enter into an Agreement for annexation and provision of city services.

NOW THEREFORE, in exchange for the mutual covenants, conditions, and promises contained herein, City and Owner agree as follows:

- 1. PROPERTY.** This Agreement is only applicable to the Property, more specifically described in **Exhibit “A”**.
- 2. INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
- 3. MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City.

The City of Dripping Springs hereby declares the following services to be made available to the property and its owner(s):

a. POLICE PROTECTION

The City does not provide municipal police protection but works with Hays County for

protection through the Hays County Sheriff's Office and Hays County Constable's Office for our precinct.

b. FIRE SERVICE

The City does not provide municipal fire services, but this area is served by the North Hays County Fire/Rescue—Emergency Services District # 6. Fire prevention activities will be provided by the Hays County Fire Marshal's Office.

c. BUILDING INSPECTION/CODE ENFORCEMENT SERVICES

The City will provide Building and Code Enforcement Services upon annexation. This includes issuing building, electrical, mechanical, and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Dripping Springs.

d. LIBRARIES

The City does not own a municipal library. A community library is provided by the Dripping Springs Community Library.

e. ENVIRONMENTAL HEALTH AND HEALTH CODE ENFORCEMENT SERVICES

The City has a septic system/on-site sewage facility ordinance. Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance. Septic permitting services, where applicable, is also provided by the City.

f. PLANNING AND ZONING

The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance.

g. PARKS AND RECREATION

All services and amenities associated with the City's Parks and Recreation activities will extend to this area on the effective date of the annexation ordinance.

h. STREET AND DRAINAGE MAINTENANCE

The City will provide street and drainage maintenance to public streets in the area in accordance with standard City Policy as the area develops.

i. STREET LIGHTING

The City provides street lighting to public streets in the area in accordance with standard City Policy as the area develops.

j. TRAFFIC ENGINEERING

The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area for any public roads.

k. SANITATION/SOLID WASTE COLLECTION AND DISPOSAL

The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to a company, which will be notified of all newly-annexed parcels. Access to information related to solid waste service can be found on the city's website.

l. WATER SERVICE

The City is a water provider however, the City will not be the water provider for this property. Dripping Springs Water Supply Corporation is the water provider for this area.

m. SEWER SERVICE

The City municipal sewage collection treatment and disposal system is limited in geographic scope and ability to serve. However, per the Agreement referenced in **Exhibit "B"**, the City will reserve 80 LUEs of capacity in the Wastewater Collection System for Owner for up to eight (8) years, with the term beginning after notification from the City that the TPDES WWTP permitted under WQ0014488003 is operational. Refer to agreement (**Exhibit "B"**) for further details. A wastewater utilities agreement must be negotiated and approved prior to sewage service being available.

n. MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with policies established by the City of Dripping Springs.

4. ANNEXED PROPERTY REQUIREMENTS.

a. LIGHTING

The Property Owner agrees to bring the property into compliance with City's adopted regulations for outdoor lighting within one year after completion of the annexation process.

b. ZONING

The property shall be zoned Agriculture upon annexation unless zoning occurs concurrently with annexation process. If zoning does not occur concurrently, the Property Owner shall request rezoning to occur on or before the 120th day after annexation as required by City Ordinance.

5. AUTHORITY. City and Owner represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement.

6. SEVERABILITY. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable

7. INTERPRETATION. The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted

according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

8. **GOVERNING LAW AND VENUE.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Travis County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Travis County, Texas.
9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
13. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
14. **ENTIRE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

[Signature page follows.]

CITY OF DRIPPING SPRINGS:

 Bill Foulds, Jr., Mayor

ATTEST:

 Diana Boone, City Secretary

CYPRESS FORK RANCH, L.P. (Doyle M. and Claireen Fellers)

 Signature

 Printed Name

 Title

STATE OF TEXAS §

§

COUNTY OF HAYS §

§

This instrument was acknowledged before me on the ____ day of _____, 2022
 by, _____ [Name and title of individual signing] of on behalf of said
 _____ [insert name of company or individual if applicable].

 Notary Public, State of Texas

Exhibit "A"

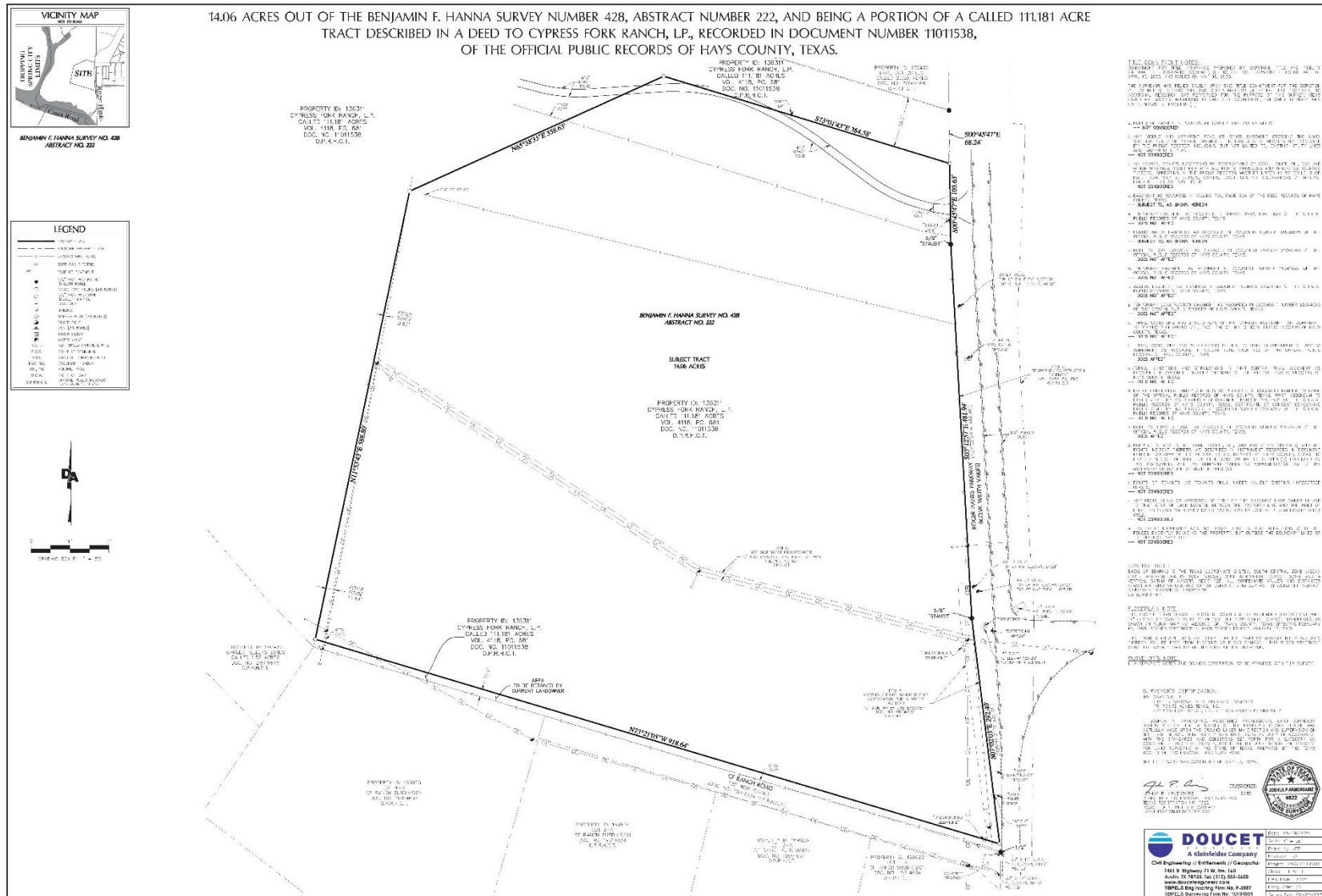


EXHIBIT B

Agreement with Fellers related to LUEs

EXHIBIT B

Capacity Reservation

WHEREAS, Owner has agreed to grant to City a Wastewater Easement, as further detailed in this Agreement; and

WHEREAS, City, as further consideration for that Wastewater Easement being granted by Owner, has agreed to reserve capacity in its wastewater collection system as set forth in this Agreement; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

A. Definitions.

“City” means the City of Dripping Springs, an incorporated Type A, general law municipality located in Hays County, Texas.

“Land” means that certain approximately 54.0822-acre tract of land in Hays County, Texas, with the legal description of the tracts of land as described in Document No. 2012-12008148 recorded 3/30/2012, and Document No. 20058437 recorded 12/16/2020, save and except the property sold in Document No. 20044978 recorded 10/6/2020, and save and except the property conveyed in Document No. 22008563 recorded 2/22/2022, Official Public Records of Hays County, Texas.

“LUE” means Living Unit Equivalent of sewer usage, as established from time to time by City Ordinance.

“Owner” means Cypress Fork Ranch, L.P., a Texas limited partnership.

B. City’s Obligations

1. **Reserve Capacity.** City will reserve 80 LUEs of capacity in the Wastewater Collection System for Owner for up to eight (8) years, with the term beginning after notification from the City that the TPDES WWTP permitted under WQ0014488003 is operational. City will not charge any reservation fees to reserve this capacity. If the Land is fully platted within this eight-year-period and all 80 LUEs are not utilized, all remaining reserved LUEs are terminated.

C. Owners’ Obligations

1. **Prior to obtaining wastewater service,** Owner must negotiate and execute a Wastewater Utility Agreement with the City.

2. Facilities on the Land. Owner and future wastewater customers on Owner's property shall be responsible for the cost, construction, installation and maintenance of all sewer lines, wastewater taps, and other wastewater infrastructure between the service connection that has been constructed by the City and the facilities on the Land. Further, notwithstanding this Agreement, the Owner and all future wastewater customers on the Land remain subject to but not limited to applicable City ordinances, as these ordinances may be amended from time to time, including requirements related to development plans or site plans, and all provisions related to wastewater service availability, application, and commencement of retail wastewater service; payment of all wastewater rates, fees and charges, including all connection fees and Impact Fees; all applicable pretreatment requirements; and service termination, interest, and other charges as provided in the ordinance for delinquent accounts.

D. Assignment

1. Assignment. Owner may assign this Agreement as to all or part of the reserved LUEs without the written consent of the City to transferees of the Land from Owner.

EXECUTED this the 4th day of April, 2022.

CITY:
CITY OF DRIPPING SPRINGS, TEXAS

By: Bill Foulds
Mayor Bill Foulds

OWNER:
CYPRESS FORK RANCH, L.P.
BY: Cypress Fork Management, LLC, its General Partner

By: Doyle M. Fellers
Doyle M. Fellers, Manager

By: Claireen Fellers
Claireen Fellers, Manager

**NON-STANDARD RETAIL WATER SERVICE AGREEMENT
BETWEEN
DRIPPING SPRINGS WATER SUPPLY CORPORATION
AND
CYPRESS FORK RANCH, L.P.
FOR THE
FELLERS PROJECT**

This Non-Standard Retail Water Service Agreement (“Agreement”) is between Dripping Springs Water Supply Corporation (“Dripping Springs WSC”), a Texas nonprofit, member-owned water supply corporation operating under the authority of Texas Water Code chapter 67, and Cypress Fork Ranch, L.P. (“Developer”), a Texas limited partnership having its principal place of business at 1300 Creek Road, Dripping Springs, Texas 78620.

Background

- Dripping Springs WSC operates, maintains, and controls facilities that provide water service within its certificated service area under certificate of convenience and necessity (“CCN”) number 10315.
- Developer owns about 14.1 acres of land called Fellers and identified by Hays County Appraisal District property-identification number R136311 (“Property”), which is further described by the Property’s most recent survey in Exhibit B (attached and incorporated into this Agreement).
- The Property is located in Dripping Springs WSC’s certificated service area.
- Developer plans to develop the Property into 18 single-family, residential lots and wants Dripping Springs WSC to provide water service to the Property.
- Developer wants Dripping Springs WSC to connect the Property to Dripping Springs WSC’s existing Water System.

In consideration of the promises stated in this Agreement, the parties agree as follows:

The Agreement

1. **Water service.**
 - 1.1 **Retail water service.** Dripping Springs WSC will provide up to 18 living-unit equivalents (“LUEs”) of retail water service to Developer for use within the Property.
 - 1.2 **Water-service and Project definitions.**
 - (A) “LUE” means an amount of water service sufficient for 1 living-unit equivalent: an annual daily average of 864 gallons per day per connection served by 1 standard 5/8" × 3/4" meter.
 - (B) “Project” means all water transmission or distribution facilities, lines, mains, storage facilities, reservoirs, pump stations, connections, and other

components necessary to transmit water from the existing Water System to the Property and distribute water within the Property but does not include any facilities constructed on a customer's side of an individual meter located within the Property.

- (C) "Tariff" means the Tariff for Dripping Springs Water Supply Corp, as amended on May 22, 2023; February 19, 2024; and May 19, 2025, and as it may be further amended from time to time.
- (D) "Water System" means all water supply, treatment, transmission, or distribution facilities, lines, mains, reservoirs, pump stations, connections, and other components that compose Dripping Springs WSC's public water system, including all extensions, expansions, improvements, enlargements, betterments, and replacements of those facilities.

1.3 LUE reservation. Dripping Springs WSC will not reserve an LUE for Developer until Developer pays the first installment payment under § 2.5(A) for the Project or phase of the Project that includes the LUE. When Developer pays the first installment payment under § 2.5(A) for the Project or phase of the Project that includes the LUE, Dripping Springs WSC will reserve the LUE for Developer.

1.4 LUE-reservation termination. Until Dripping Springs WSC reserves an LUE for Developer under § 1.3, Dripping Springs WSC may terminate its agreement to provide that LUE to Developer without recourse and may sell or reserve the LUE to another person.

1.5 Developer's preservice requirements. Notwithstanding § 1.1 of this Agreement, Dripping Springs WSC has no obligation to provide water service to the Property until Developer:

- (A) obtains approval from the applicable governmental authority of a final plat for the Property and records that final plat in the Official Public Records of Hays County, Texas;
- (B) completes the design, construction, installation, inspection, and testing of the Project in accordance with the plans and specifications approved by Dripping Springs WSC and any other agency or entity with jurisdiction;
- (C) obtains Dripping Springs WSC's acceptance (which must not be unreasonably withheld or delayed) of the Project;
- (D) pays all required fees and charges to Dripping Springs WSC and reimburses Dripping Springs WSC for all applicable expenses and costs as required by this Agreement or the Tariff; and
- (E) complies with all other applicable requirements for water service under this Agreement and the Tariff.

1.6 Modification of total LUEs. Before Developer pays the first installment under § 2.5(A) for the Project or a phase of the Project, Developer may request and

Dripping Springs WSC's general manager may approve a modification to the number of LUEs under § 1.1, but this request must not exceed 18 LUEs for the Project.

- 1.7 Water service nontransferable.** The water service that Dripping Springs WSC will provide under this Agreement applies to only the Property, and Developer must not assign or transfer the water service to any other property without Dripping Springs WSC's prior written consent.

2. Charges to Developer.

- 2.1 Reservation fee.** Beginning with the first month after Developer pays the first installment payment under § 2.5(A), Developer will pay Dripping Springs WSC a monthly \$17.50 reservation fee (half of Dripping Springs WSC's current base rate for retail residential service) for each reserved LUE until the LUE is connected to Dripping Springs WSC's system. For example, in the first month after Developer pays the first installment payment under § 2.5(A), this would be the calculation: $\$17.50 \times 18 = \315 .
- 2.2 Capital contribution fee.** In accordance with § 2.5's payment schedule and to compensate Dripping Springs WSC for its investment in the water supply, treatment, transmission, or distribution facilities that Developer will use, Developer will pay a capital contribution fee of \$8,614 per LUE.
- 2.3 Membership fee.** When Developer pays the first installment payment under § 2.5(A), Developer will become a Dripping Springs WSC member and pay a \$100 membership fee.
- 2.4 Hays Trinity Groundwater Conservation District ("HTGCD") fee.** In accordance with HTGCD's rules as they may be further amended from time to time, when Developer pays the second installment payment under § 2.5(B) for the Project or a phase of the Project, Developer will give Dripping Springs WSC a separate check payable to HTGCD for HTGCD's service connection fee of \$1,000 per LUE in the Project or phase of the Project, and Dripping Springs WSC will promptly give that check to HTGCD. For example, for a single-phase project or the first phase of a multi-phase project, this would be the calculation: $\$1,000$ (HTGCD's current service connection fee) \times 18 (LUEs in the Project or phase of the Project) = \$18,000.
- 2.5 Payment schedule for capital contribution fee.** Developer will pay the capital contribution fee in 2 installments for the Project or each phase of the Project as applicable.
- (A) First installment payment.** Within 48 hours after Developer records a plat for the Project or a phase of the Project in the Official Public Records of Hays County, Texas, Developer will pay Dripping Springs WSC a non-refundable first installment payment of 50% of the capital contribution fee for the Project or phase of the Project. For example, for a single-phase project or the first phase of a multi-phase project, this would be the calculation:

Step 1: 18 (platted LUEs) × \$8,614 (capital contribution fee) = \$155,052 (total capital contribution fee payment); and

Step 2: \$155,052 (Step 1 amount) × 50% = **\$77,526** (first installment payment).

- (B) **Second installment payment.** After Dripping Springs WSC inspects and accepts the Project or a phase of the Project and before Developer dedicates the Project or phase of the Project to Dripping Springs WSC under § 4.15, Developer will pay Dripping Springs WSC a non-refundable second installment payment for the remainder of the capital contribution fee for the Project or phase of the Project. For example, for a single-phase project or the first phase of a multi-phase project, this would be the calculation: \$155,052 (total capital contribution fee payment) – \$77,526 (first installment payment) = **\$77,526** (second installment payment).

- 2.6 Modification of fees.** Dripping Springs WSC may modify the fees in §§ 2.1–2.3 as appropriate to recover Dripping Springs WSC’s system costs in a just and reasonable manner. And HTGCD may modify its service connection fee described in § 2.4. If Dripping Springs WSC modifies the fees in §§ 2.1–2.3 or HTGCD modifies the service connection fee in § 2.4 before Developer makes a payment, Dripping Springs WSC will notify Developer of the modification, and Developer will make all future payments based on the modified fees. For example, if Dripping Springs WSC increased the capital contribution fee by \$500 per LUE after Developer paid the first installment payment but before Developer paid the second installment payment, this would be the calculation for the second installment payment:

Step 1: 18 (platted LUEs) × \$9,114 (capital contribution fee) = \$164,052 (total capital contribution fee payment); and

Step 2: \$164,052 (total capital contribution fee payment) – \$77,526 (first installment payment) = **\$86,526** (second installment payment).

3. Additional obligations of Developer.

- 3.1 Operations tract or well and operations tract.** By indicating in the signature block below, Dripping Springs WSC may require Developer to provide Dripping Springs WSC with either an operations tract or a well and operations tract as follows:

- (A) **Operations tract.** Dripping Springs WSC may require Developer to give Dripping Springs WSC an easement for an up to 15' × 15' tract of land within the Property for Dripping Springs WSC to build, operate, and maintain a remote-meter-reader antenna for the Project. Developer will pay Dripping Springs WSC for the cost to acquire the antenna and will ensure that this tract has:

- (1) a fence with a gate surrounding the tract;
- (2) 120-volt electric service stubbed out to the tract; and

- (3) antenna-mounting facilities inside the fence and constructed to the dimensions that Dripping Springs WSC determines are necessary for the antenna to function properly.
 - (B) **Well and operations tract.** Dripping Springs WSC may require Developer to convey to Dripping Springs WSC, by general warranty deed, a 0.5-acre tract of land within the Property for Dripping Springs WSC to build, operate, and maintain a remote-meter-reader antenna for the Project, 1 water well, and any other necessary appurtenances or improvements. Developer will pay Dripping Springs WSC for the cost to acquire the antenna and will ensure that this tract has:
 - (1) a driveway capable of providing all-weather access to the tract;
 - (2) a fence with a gate surrounding the tract;
 - (3) three-phase, 480-volt electric service stubbed out to the tract;
 - (4) telecommunication facilities stubbed out to the tract;
 - (5) antenna-mounting facilities inside the fence and constructed to the dimensions that Dripping Springs WSC determines are necessary for the antenna to function properly; and
 - (6) minimum setbacks of 375' from the Property's boundaries.
 - (C) **Access to operations tract or well and operations tract.** After Developer identifies the operations tract or well and operations tract, Dripping Springs WSC may access and use the operations tract or well and operations tract, but this access and usage must not interfere with Developer's other uses of the Property. Developer will provide Dripping Springs WSC with permanent access to the operations tract or well and operations tract by ingress-and-egress easement or other instrument approved by Dripping Springs WSC.
- 3.2 **Approved plat copies.** Developer will give Dripping Springs WSC 1 reproducible copy of the approved Property plat before recording the plat.
 - 3.3 **Compliance with Tariff.** Developer will comply with the Tariff, and all rights accruing to Developer under this Agreement are subject to the Tariff.
 - 3.4 **Private-water-well prohibition.** Developer will record deed restrictions that prohibit private water wells within the Property except water wells that Dripping Springs WSC builds or operates.
 - 3.5 **Water conservation.** To maximize water conservation and in accordance with Tariff §§ F.11 and H, Developer will:
 - (A) comply with Dripping Springs WSC's drought restrictions, including outdoor-water-use restrictions and Dripping Springs WSC's Drought Contingency Plan;

- (B) encourage the use of rainwater-collection systems, including by ensuring that any property-owners'-association rules allow for installation of rain-water-collection systems in accordance with Texas Property Code § 202.007;
- (C) ensure that locations within the Property that Dripping Springs WSC will provide water service to use permanent water conservation-oriented fixtures and devices;
- (D) design, construct, and install all landscaping and related facilities to comply with the City of Dripping Springs Residential and Commercial Landscape Ordinance in the form that was effective on the Effective Date except the provisions of the ordinance relating to removal or protection of existing trees if the Property is not located in the City of Dripping Springs's city limits or extraterritorial jurisdiction;
- (E) install only drought-tolerant native grasses, landscaping vegetation, and trees;
- (F) not install Saint Augustine grass at any time;
- (G) not irrigate new landscapes or turf grass during drought stage 4 or stage 5;
- (H) not request an irrigation variance during drought stage 4 or stage 5; and
- (I) not fill or refill a pool during drought stage 4 or stage 5 unless Developer sources the water outside of Dripping Springs WSC's certificated service area.

3.6 Water conservation applicable to purchasers. Developer will require each developer, contractor, builder, or other person who purchases a lot within the Property to comply with § 3.5's requirements.

4. Design, construction, installation, and maintenance of water facilities.

- 4.1 Project in Developer's name.** Developer will design, construct, and install the Project and acquire all equipment, materials, and supplies in Developer's name.
- 4.2 Contract provision.** In all design, construction, or installation contracts for the Project, Developer will include a provision that requires the contractor, supplier, or other party to look solely to Developer for payment under the contract and states that Dripping Springs WSC has no obligations to the party.
- 4.3 Soft costs.** Within 30 calendar days after Dripping Springs WSC requests payment, Developer will pay Dripping Springs WSC for all soft costs incurred by Dripping Springs WSC and associated with the Project, including costs for:
 - (A) reviewing, inspecting, and testing the Project;
 - (B) acquiring, validating, and retaining waterline easements; and
 - (C) administrative and professional expenses, including expenses for outside engineering and legal consultants.

- 4.4 Project costs.** Developer will pay all design, construction, and installation costs for the Project, including all planning; design; surveying; geotechnical; materials; labor; inspection; testing; workers' compensation and general liability insurance; payment, performance, and maintenance bond coverage; capital; and easement-acquisition costs.
- 4.5 Easements.** Developer will use reasonable efforts to acquire all necessary easements and provide the easements to Dripping Springs WSC.
- (A) **Cooperation.** The parties will work together to:
 - (1) determine the most cost-effective route for the Project; and
 - (2) use public rights-of-way to the maximum degree possible.
 - (B) **Routing.** Developer may determine the routes of all water easements in the Property subject to Dripping Springs WSC's engineer's and Dripping Springs WSC's general manager's final approval, which must not be unreasonably withheld or delayed.
 - (C) **Eminent domain.** If necessary, Developer may request that Dripping Springs WSC obtain the easements by eminent domain, and Dripping Springs WSC may determine to exercise eminent-domain power in a manner it considers appropriate.
- 4.6 Design, construction, and installation standards.**
- (A) **Compliance with standards and specifications.** The design, construction, and installation of the Project must meet the standards and specifications established by the Tariff, Dripping Springs WSC Waterline Construction Guidelines and Details, Texas Commission on Environmental Quality ("TCEQ"), Public Utility Commission of Texas ("PUC"), and any municipality, county, or other governmental entity with jurisdiction.
 - (B) **Design documents.** Before beginning construction or installation of the Project, Developer will prepare the designs (including phases of construction), plans (including engineering plans), specifications, and other contract documents for the Project and will submit those documents to:
 - (1) Dripping Springs WSC for its review and approval, which must not be unreasonably withheld or delayed; and
 - (2) any municipality, agency, or other governmental entity with jurisdiction for review and approval.
 - (C) **Construction and installation standards.** Developer will construct and install the Project in a good and workmanlike manner, so that it is fit for its intended purpose, and using only new, not used, materials that are free from defects.
- 4.7 Water-facility oversizing.** Dripping Springs WSC may require Developer to oversize any part of the Project in anticipation of the needs of other members.

- (A) **Oversizing notification.** Dripping Springs WSC will notify Developer in writing of any Project-oversizing requirement when Dripping Springs WSC reviews Developer's Project bid forms.
- (B) **Oversizing cost responsibility.** Dripping Springs WSC is responsible for any additional construction costs attributable to the oversizing, as reasonably determined by Dripping Springs WSC's engineer and Developer's engineer.
- (C) **Oversizing cost payment.** Within 30 calendar days after Developer notifies Dripping Springs WSC in writing that Developer incurred costs attributable to oversizing, Dripping Springs WSC will pay Developer for the oversizing costs.

4.8 Dead-end mains.

- (A) **Tanks.** Developer may install an adequately sized tank (as determined by Dripping Springs WSC's engineer) at or near each dead-end main within the Project to allow Dripping Springs WSC to capture the water that Dripping Springs WSC flushes from the hydrant at the dead-end main.
- (B) **Water usage.** If Developer installs a tank at or near each dead-end main within the Project under § 4.8(A), Developer or the Property's property-owners' association may use the water that Dripping Springs WSC captures in each dead-end tank at no additional cost and for any beneficial purpose, including irrigation or fire suppression.

4.9 Developer's insurance requirements.

- (A) **Workers' compensation insurance.** Developer will ensure that all non-Dripping Springs WSC workers constructing or installing the Project are covered by workers' compensation insurance in accordance with Texas law.
- (B) **General liability insurance.** Before beginning construction and installation of the Project and through the date that Dripping Springs WSC inspects and accepts the Project, Developer will maintain comprehensive general liability insurance insuring against the risks of bodily injury, property damage, and personal injury liability occurring from or arising out of construction or installation of the Project in the amount of a combined single limit of liability of at least \$500,000 and a general aggregate limit of at least \$1,000,000.
- (C) **Certificate of insurance.** Before beginning construction and installation of the Project, Developer will provide Dripping Springs WSC with a certificate of insurance evidencing the insurance required by § 4.9(B).

4.10 Contractor warranty.

Before beginning construction and installation of the Project, Developer will require each of its contractors to remain responsible for material, construction, or installation defects that occur within a warranty period of 2 years after the date that Dripping Springs WSC accepts the Project or applicable phase of the Project.

- (A) **Dripping Springs WSC's responsibilities.** Within the warranty period, Dripping Springs WSC will notify Developer's contractor in writing upon Dripping Springs WSC's discovery of any Project defects and give Developer's contractor 30 calendar days to correct the defects or pay Dripping Springs WSC to correct the defects. But if delaying the correction of the defects would cause serious risk of loss or damage to Dripping Springs WSC or its members, Dripping Springs WSC may correct the defects itself and charge Developer's contractor for all expenses that Dripping Springs WSC incurs.
- (B) **Developer's contractors' responsibilities.** Developer will require each of its contractors to correct any Project defects or pay Dripping Springs WSC to correct any defect that occurs within the warranty period within 30 calendar days of Dripping Springs WSC notifying Developer's contractor of the defects.

4.11 Bonds. Before beginning construction and installation of the Project, Developer will post payment, performance, and maintenance bonds in forms acceptable to Dripping Springs WSC.

- (A) **Payment and performance bonds requirements.** Developer's payment and performance bonds must:
 - (1) be posted for 110% of the Project's construction and installation costs (as stated in the applicable construction contract);
 - (2) allow Dripping Springs WSC to use the bonds to complete or repair (as applicable) the Project if Developer or Developer's contractor defaults; and
 - (3) must be issued by an approved surety company holding a permit from the State of Texas, indicating that the surety company is authorized and admitted to write surety bonds in Texas.
- (B) **Payment and performance bonds submission.** Within 10 calendar days after Developer notifies Dripping Springs WSC that Developer has awarded a construction contract for the Project, Developer will satisfy its payment and performance bonds requirement by either:
 - (1) submitting the payment and performance bonds to Dripping Springs WSC for its approval (which must not be unreasonably withheld or delayed) and designating Dripping Springs WSC as a beneficiary; or
 - (2) upon prior written approval from Dripping Springs WSC, assigning to Dripping Springs WSC the payment and performance bonds posted by the contractor for the Project.
- (C) **Maintenance bond requirements.** Developer's maintenance bond must:
 - (1) have a 2-year term from the date that Developer dedicates the Project to Dripping Springs WSC under § 4.15; and

(2) be posted for 35% of the Project's final construction and installation costs.

(D) **Bond copies.** Developer will provide 1 original copy of the payment, performance, and maintenance bonds to Dripping Springs WSC and retain 1 original copy for itself or its contractor.

4.12 Construction notices.

(A) **Commencement notice.** Before beginning construction and installation of the Project, Developer will give Dripping Springs WSC at least 2 weeks of written notice of the start date, so that Developer and Dripping Springs WSC can schedule a pre-construction meeting.

(B) **Tap or connection notice.** Developer will give Dripping Springs WSC's engineer at least 48 hours of written notice before making any tap or connection into the Water System.

4.13 **Dripping Springs WSC water-facility inspection.** Dripping Springs WSC may inspect, test, and approve all phases of the Project construction for compliance with the approved designs, plans, and specifications and will inspect, test, and approve all taps or connections made to the Water System. Dripping Springs WSC's approval must not be unreasonably withheld or delayed.

4.14 **Post-construction requirements.** After completing construction of the Project or a phase of the Project, Developer will promptly complete the following requirements.

(A) **Water-facility drawings.** Developer will give Dripping Springs WSC 1 reproducible copy of the Project's or phase of the Project's as-built or record drawings.

(B) **Bacteriological samples and pressure tests.** In accordance with TCEQ regulations, Developer will:

- (1) obtain bacteriological samples and perform pressure tests for the Project or phase of the Project in the presence of Dripping Spring WSC's general manager or another representative;
- (2) have an experienced water-sampling contractor perform the bacteriological sampling and test the bacteriological samples at a TCEQ-accredited laboratory;
- (3) promptly give Dripping Springs WSC the pressure-test results after completing the pressure tests; and
- (4) promptly give Dripping Springs WSC the bacteriological-testing results after the contractor completes the bacteriological tests.

(C) **Concurrence letter.** Developer will give Dripping Springs WSC a concurrence letter from Developer's engineer certifying that:

- (1) the construction of the Project or phase of the Project has been completed in accordance with the designs, plans, specifications, and change orders approved by Dripping Springs WSC;
- (2) the facilities have been tested and approved for use in accordance with the approved contract documents, the Tariff, the Dripping Springs WSC Waterline Construction Guidelines and Details, and TCEQ regulations; and
- (3) the facilities are properly located within rights-of-way or legal easements.

4.15 Water-facility dedication to Dripping Springs WSC. Within 30 calendar days after the date that Dripping Springs WSC inspects and accepts the Project or a phase of the Project, Developer will dedicate the Project or phase of the Project (including all easements necessary to access, operate, maintain, and repair the Project) to Dripping Springs WSC clear of all liens and other encumbrances through a document that:

- (A) is in a form approved by Dripping Springs WSC's attorney;
- (B) includes a representation by Developer that the Project or phase of the Project has been constructed within rights-of-way or within legal easements that are at least 15' wide and dedicated to Dripping Springs WSC; and
- (C) binds Developer and its successors and assigns to warrant and defend the title to the Project or phase of the Project, including against any claims that the Project or phase of the Project was constructed illegally or outside of proper rights-of-way or easements.

4.16 Post-dedication responsibility. Except as provided by § 4.10, Dripping Springs WSC will be solely responsible for operating, maintaining, and administering the Project or a phase of the Project upon Dripping Springs WSC inspecting and accepting the Project or phase of the Project and Developer dedicating the Project or phase of the Project to Dripping Springs WSC.

4.17 Water-meter installation. Dripping Springs WSC will install water meters to service each approved service address within the Property receiving water service from Dripping Springs WSC in accordance with the Tariff and § 5.

5. Water service application, charges and fees, and payment. To receive water service from Dripping Springs WSC, individual property owners within the Property must apply for service and meet all terms and conditions of service and membership in accordance with the Tariff, including being a Dripping Springs WSC member and retail customer and paying the applicable meter and installation fee, membership fee, and customer service inspection fee.

6. Regulatory permits and approvals.

6.1 Developer responsibility. Developer is responsible for obtaining any permits and approvals required by a regulatory agency for construction, installation, or operation

of the Project, including permits and approval issued by TCEQ, the United States Environmental Protection Agency, the United States Fish and Wildlife Services, or the United States Army Corps of Engineers.

6.2 Cooperation. Developer and Dripping Springs WSC will cooperate fully in all applications for any permits and approvals required by regulatory agencies for the construction, installation, or operation of the Project.

6.3 Costs. Developer will:

- (A) obtain any permits and approvals required by regulatory agencies for the construction, installation, or operation of the Project at no cost to Dripping Springs WSC;
- (B) pay Dripping Springs WSC in advance for the reasonable expenses that Dripping Springs WSC expects to incur under § 6.2; and
- (C) settle the expected expenses that Developer paid to Dripping Springs WSC under § 6.3(B) with the actual expenses incurred by Dripping Springs WSC.

6.4 Failure to obtain permits and approvals. Dripping Springs WSC is not responsible for any default or failure under this Agreement caused by Developer's failure to obtain in a timely manner any permits and approvals required by regulatory agencies for the construction, installation, or operation of the Project.

6.5 Enforcement matters. Developer is not responsible for any costs pertaining to any regulatory-enforcement matters against Dripping Springs WSC that impact water delivery to the Property.

7. Disclaimers, representations, and warranties.

7.1 Dripping Springs WSC's disclaimers.

- (A) **No fire-flow guarantee.** Dripping Springs WSC's system is designed to provide fire flow, but Dripping Springs WSC does not guarantee fire flow of any kind.
- (B) **No responsibility for development.** Notwithstanding § 3.5, Dripping Springs WSC is not responsible for the development of the Property.
- (C) **No responsibility for non-water-service facilities.** Dripping Springs WSC is not responsible for designing, constructing, installing, owning, operating, or maintaining any wastewater, drainage, or other non-water-service facilities.
- (D) **No responsibility for damage to landscaping and improvements in easements.** Dripping Springs WSC is not responsible for any damage to landscaping or improvements located in easements that occurs due to damage to, failures of, or repairs to the Project or Water System.

7.2 Developer's representations and warranties. Developer represents and warrants that:

- (A) Developer is a Texas limited partnership qualified to conduct business in Texas;
- (B) the signatory for Developer is signing on behalf of Developer and has full authority to bind Developer;
- (C) Developer has not created or permitted any third person to create any liens or other encumbrances, leases, options, claims, or other adverse rights, claims, or interests regarding the Project that would impair Developer's ability to transfer good and warrantable title in the Project to Dripping Springs WSC;
- (D) Developer or its successor or assignee will be the true and lawful owner of the Project to be conveyed to Dripping Springs WSC, and no other third person will possess a legal or equitable right or interest, lien or other encumbrance, or other present or contingent adverse claim in or to the Project that would impair Developer's ability to transfer good and warrantable title in the Project to Dripping Springs WSC clear of any third-party interests, rights, encumbrances, or claims;
- (E) dedicating the Project to Dripping Springs WSC under § 4.15 will not violate any agreement to which Developer is a party or the United States Constitution, the Texas Constitution, or any federal, state, or local law, ordinance, or regulation;
- (F) signing this Agreement and completing its provisions will not constitute an event of default under any agreement binding on Developer; and
- (G) Developer has not previously entered into any agreement or caused or authorized any action that would impair Dripping Springs WSC's ownership or use of the Project or its value upon its dedication to Dripping Springs WSC under § 4.15.

7.3 Dripping Springs WSC's representations and warranties. Dripping Springs WSC represents and warrants that:

- (A) Dripping Springs WSC duly and validly signed and delivered this Agreement;
- (B) this Agreement is a legal, valid, and binding agreement of Dripping Springs WSC enforceable against it in accordance with the Agreement's terms;
- (C) the signatory for Dripping Springs WSC is signing on behalf of Dripping Springs WSC and has full authority to bind Dripping Springs WSC;
- (D) Dripping Springs WSC has taken all actions required by applicable laws and its constituent documents to carry out this Agreement;
- (E) Dripping Springs WSC has the financial ability to complete this Agreement's provisions;

- (F) Dripping Springs WSC possesses a water CCN that either includes the Property or will be amended to include the Property; and
- (G) Dripping Springs WSC is not subject to any order or enforcement action from the TCEQ or PUC prohibiting it from providing retail water service to the Property in the quantities specified in this Agreement.

8. Agreement term and termination.

- 8.1 **Effective Date.** This Agreement is effective on the date when both parties have signed it, as indicated by the last date in the signature blocks below.
- 8.2 **Term.** The term of this Agreement begins on the Effective Date and continues after that time unless it is terminated under this Agreement.
- 8.3 **Developer's deadlines.** If Developer does not meet the following deadlines, Dripping Springs WSC may terminate or renegotiate the Agreement.
 - (A) **Agreement signing.** Developer will sign this Agreement within 45 calendar days after Dripping Springs WSC signs and delivers the Agreement to Developer.
 - (B) **Project commencement.** Developer will begin substantial construction of the Project within 1 year after the later of the Effective Date or the date that Developer receives final land-use approval for the Property from all applicable governmental authorities.
 - (C) **Meter connection.** Developer will connect the first Project meter within 3 years after the Effective Date.
 - (D) **Project completion.** Developer will complete the Project within 5 years after the Effective Date.
- 8.4 **Termination responsibilities.** If Dripping Springs WSC terminates this Agreement under § 8.3:
 - (A) Developer is responsible for all liability, costs, and damages incurred by Dripping Springs WSC under this Agreement and will reimburse Dripping Springs WSC for all costs and expenses incurred by Dripping Springs WSC under this Agreement;
 - (B) Dripping Springs WSC is not responsible for any liability, costs, or damages incurred by Developer under this Agreement and will not reimburse Developer for any costs or expenses incurred by Developer under this Agreement;
 - (C) Developer will not continue constructing or installing the Project; and
 - (D) if Developer wants to continue constructing and installing the Project, Developer will enter into a new agreement with Dripping Springs WSC establishing the terms and conditions under which Dripping Springs WSC will provide water service to the Property.

9. Default.

9.1 Notice and opportunity to cure. If a party defaults on the payment of an amount due or the performance of a material obligation under this Agreement, the other party may temporarily limit its performance under this Agreement until the defaulting party cures its default. Before temporarily limiting its performance, the non-defaulting party must give the defaulting party 90 calendar days of written notice and opportunity to cure the default.

9.2 Failure to cure within 90 calendar days. If the defaulting party fails to cure the default within § 9.1's 90-calendar-day period, then the non-defaulting party may permanently limit its performance under this Agreement to a level commensurate with the financial or operational impact of the default on the non-defaulting party after an additional:

(A) 15 calendar days if the default is on the payment of an amount due; or

(B) 30 calendar days if the default is on the performance of a material obligation.

9.3 Dripping Springs WSC's limitation of performance. Notwithstanding § 9.2, if Developer defaults under § 9.1 and fails to cure the default within § 9.1's 90-calendar-day period, Dripping Springs WSC may stop making new retail connections to individual property owners within the Property and terminate its obligation to provide water service to all areas within the Property other than to individual property owners receiving water service at that time after giving Developer an additional 30 calendar days of written notice that Dripping Springs WSC intends to do so.

9.4 Default remedies. This Agreement does not specify an exclusive remedy for any default, but the non-defaulting party may avail itself of the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (except termination of this Agreement) because money damages alone cannot adequately compensate the non-defaulting party for the defaulting party's failure to perform a material obligation under this Agreement.

10. Force majeure. Neither party will be liable to the other for failure or delay in performing its obligations under this Agreement to the extent that failure or delay is due to a contingency beyond the affected party's reasonable control, including war, fire, flood, strike, labor trouble, breakdown of equipment or machinery, failure of manufacturing processes, shortage of raw materials, accident, riot, act of court having jurisdiction, act or request of government authority, reasons relating to health or safety of employees or the general public or to environmental protection, or act of God. The causes of failure or delay must be remedied by the affected party to the extent reasonably possible without undue delay, and performance must be resumed at the earliest practical time after cessation of the failure or delay. But neither party will be required to settle a labor dispute against its own best judgment. If any event specified in this § 10 occurs, the affected party must promptly notify the other party of the event and potential duration of the interruption.

11. INDEMNITY. Except for liabilities attributable to the other party's negligence or willful misconduct, each party will indemnify and defend the other party from all

liabilities (including reasonable attorneys' fees) arising from or in connection with this Agreement, including liabilities associated with:

- a breach of this Agreement;
- delays completing the Project construction;
- water pressure or adequacy of service of the Project;
- noncompliance with any applicable laws, regulations, or ordinances; or
- a failure to obtain any required permits or approvals.

12. General provisions.

- 12.1 Entire agreement.** This Agreement represents the entire agreement between the parties. It cannot be changed except by written agreement signed by the parties.
- 12.2 No assignment.** Neither party may assign this Agreement without the other party's prior written consent, which must not be unreasonably withheld or delayed. A party's entering into contracts with subcontractors is not considered an assignment. Dripping Springs WSC's general manager may consent on behalf of Dripping Springs WSC to Developer's assignment of this Agreement. Developer will promptly notify Dripping Springs WSC of an assignment of this Agreement using the notice of assignment in Exhibit A (attached and incorporated into this Agreement).
- 12.3 No waiver.** If either party fails to require the other to perform any provision of this Agreement, that failure does not prevent the party from later enforcing that provision. If either party waives the other's breach of a provision that waiver is not treated as waiving a later breach of the provision.
- 12.4 Indemnity survival.** Section 11 of this Agreement survives the termination of this Agreement.
- 12.5 Successors and representatives.** This Agreement binds and inures to the benefit of the parties and their heirs, personal representatives, successors, and (where permitted) assignees.
- 12.6 Further actions.** The parties will take all further actions that are reasonably required to fulfill their respective obligations and agreements under this Agreement and to ensure the binding effect of this Agreement.
- 12.7 Severability.** If a court having jurisdiction rules that any provision of this Agreement is invalid or otherwise unenforceable, the parties want the court to interpret this Agreement as follows:
- (A) by modifying the provision to the minimum degree necessary to make it enforceable or, if that modification is not allowed by law, by disregarding the provision;
 - (B) by giving effect to the rest of this Agreement; and

- (C) by holding the entire Agreement unenforceable if modifying or disregarding the unenforceable provision would destroy an essential purpose of this Agreement.
- 12.8 “Including.”** Unless the context requires otherwise, the word “including” means “including but not limited to.”
- 12.9 Headings.** Headings are for convenience only and do not affect the interpretation of this Agreement.
- 12.10 Exhibits.** The exhibits attached to this Agreement are an inherent part of it.
- 12.11 Governing law.** Texas law applies to all matters arising under or relating to this Agreement without regard to any choice-of-law rules that might direct the application of another jurisdiction’s laws.
- 12.12 Venue.** Venue for all matters relating to this Agreement is Hays County, Texas, unless Texas law requires mandatory venue in another county.
- 12.13 Counterparts.** This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute a single instrument.
- 12.14 Notices.** All notices and other communications required or permitted under this Agreement must be in writing and must be sent or emailed to the party at that party’s address set forth below or at whatever other address the party specifies in writing.

Glossary of Definitions

Definition:	Meaning:	Location:
Agreement	This Non-Standard Retail Water Service Agreement	Preamble
CCN	Certificate of convenience and necessity	Background
Dripping Springs WSC	Dripping Springs Water Supply Corporation	Preamble
HTGCD	Hays Trinity Groundwater Conservation District	§ 2.4
Including	Including but not limited to	§ 12.8
LUE	An amount of water service sufficient for 1 living-unit equivalent: an annual daily average of 864 gallons per day per connection served by 1 standard 5/8" × 3/4" meter	§ 1.2(A)
Project	All water transmission or distribution facilities, lines, mains, storage facilities, reservoirs, pump stations, connections, and any other components necessary to transmit water from the existing Water System to the Property and distribute water within the Property but does not include any facilities constructed on the customer's side of all individual meters located within the Property	§ 1.2(B)
Property	About 14.1 acres of land called Fellers and identified by Hays County Appraisal District property-identification number R136311	Background
PUC	Public Utility Commission of Texas	§ 4.6(A)
Developer	Cypress Fork Ranch, L.P.	Preamble
Tariff	The Tariff for Dripping Springs Water Supply Corp, as amended on May 22, 2023; February 19, 2024; and May 19, 2025, and as it may be further amended from time to time	§ 1.2(C)
TCEQ	Texas Commission on Environmental Quality	§ 4.6(A)
Water System	All water supply, treatment, transmission, and distribution facilities, lines, mains, reservoirs, pump stations, connections, and any other components that compose Dripping Springs WSC's public water system, together with all extensions, expansions, improvements, enlargements, betterments, and replacements of those facilities	§ 1.2(D)

[Signature pages follow.]

Signatures

DRIPPING SPRINGS WATER SUPPLY CORPORATION

By: Charles B. BusbyPrint Name: CHARLES BUSBYTitle: BOARD PRESIDENTDate: DECEMBER 1, 2025

Print Dripping Springs WSC's mailing and email addresses for notices:

101 Hays StreetSuite 416Dripping Springs, Texas 78620Attention: General ManagerRickB@drippingspringswater.com

PRINT ADDITIONAL REQUIREMENT IN ACCORDANCE WITH § 3.1:

Operations tract or well and operations tract (§ 3.1): Not required.

CYPRESS FORK RANCH, L.P.

By: Ally S.

Print Name: Clairvee Fellers

Title: Owner Manager

Date: 12/12/25

Print Developer's mailing and email addresses for notices:

501 South Austin Avenue

Suite 1310

Georgetown, Texas 78626

Attention: Alex Granados

alex.granados@kimley-horn.com

Print Developer's additional mailing and email addresses for notices:

13640 Briarwick Drive

Suite 170

Austin, Texas 78729

Attention: Pat Helgeson

Pat.Helgeson@TriPointeHomes.com

Exhibit A: Notice of Assignment

[DATE]

Dripping Springs Water Supply Corporation
 Attention: General Manager
 101 Hays Street, Suite 416
 Dripping Springs, Texas 78620

Re: Notice of Assignment of Fellers NSA

Dear General Manager:

We hereby notify you that, following receipt of your consent, an assignment was made on [DATE] by Cypress Fork Ranch, L.P. to us of the Non-Standard Retail Water Service Agreement, dated as of [DATE] between Cypress Fork Ranch, L.P. and Dripping Springs Water Supply Corporation ("Agreement"). As of the assignment's effective date, we have assumed all of Cypress Fork Ranch, L.P.'s rights and obligations under the Agreement.

[ASSIGNEE] is a [STATE OF ORGANIZATION] [ENTITY TYPE], with offices located at [ADDRESS]. In accordance with Agreement § 12.14, all notices and other communications required or permitted under the Agreement should be sent to:

Contact Name: _____

Mailing Address: _____

Email Address: _____

Phone Number: _____

In the future, you should deal with us about all matters relating to the Agreement. All invoices, questions, and correspondence relating to the Agreement should be sent to us at the contact information listed above. The Agreement will continue on its existing terms in all other respects.

We have attached a copy of the assignment agreement with this notice. If you have any questions about the assignment, please contact [NAME/RELEVANT DEPARTMENT] at [PHONE NUMBER] or at [EMAIL ADDRESS].

Sincerely,

[ASSIGNEE]

By: _____

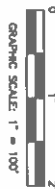
Name: _____

Title _____

Exhibit B: Property Survey



CYPRESS FORK RANCH, L.P.
CALLED 111.181 ACRES
DOC. NO. 11011538
O.P.R.H.C.T.



SURVEYORS NOTE:
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMENTARY
ON THE TITLE, AND MAY BE SUBJECT TO ADDITIONAL COMMENTS OR
REVISIONS AND SHOULD BE USED AS A GENERAL GUIDELINE. RESEARCH
IS DONE FOR THE PURPOSE OF THIS SURVEY.
2. A SEPARATE LETTER AND BOUNDS DISCUSSION IS PROVIDED WITH THIS
SURVEY.

FLOODPLAIN NOTE:
THIS PROPERTY (AS SHOWN HEREON) IS LOCATED WITHIN UNSHADOWED ZONE "X" (AREA OF MINIMAL FLOOD HAZARD). AS SHOWN ON FIRM MAP NO. 4900C0115E, TRAVIS COUNTY, TEXAS EFFECTIVE FEBRUARY 18, 1990 AND REVISED SEPTEMBER 2, 2003.

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.

12/01/2023



DOUCET

A Reinhardt Company

Civil Engineering // Environments // Geopolitics

7401 S. Highway 71 W. Ste. 160

7401 S. Highway 71 W., Ste. 160
Austin, TX 78735, Tel: (512)-583-2400

Austin, TX 78735, tel (512)-583-2600
www.doucengineers.com

www.doucengineers.com
Tape Form Number: 3937

TAPE Form Number: 3137
TAPEIS Form Number: 10194551

REF ID: A63531

U.S. VINEYARD & WINE CO. 10011 10TH AVE. S. SEASIDE, CA 94060

100

**DRIPPING SPRINGS WATER SUPPLY CORPORATION'S
WAIVER OF DEADLINE ENFORCEMENT AND CONSENT TO TRANSFER THE
NON-STANDARD RETAIL WATER SERVICE AGREEMENT
FOR THE
FELLERS PROJECT**

Background

- On November 17, 2025, Dripping Springs Water Supply Corporation ("Dripping Springs WSC") approved a Non-Standard Retail Water Service Agreement ("Agreement") between Dripping Springs WSC and Cypress Fork Ranch, L.P. ("Developer"), a Texas limited partnership having its principal place of business at 1300 Creek Road, Dripping Springs, Texas 78620, for the Fellers Project.
- Agreement § 12.2 prohibits Developer from assigning the Agreement without Dripping Springs WSC's prior written consent.
- Agreement § 8.3(C) allows Dripping Springs WSC to terminate or renegotiate the Agreement if Developer does not connect the first Fellers Project meter within 3 years after the Agreement's Effective Date.
- Developer plans to sell the Property that is subject to the Agreement to Tri Pointe Homes Texas, Inc. ("Tri Pointe"), a Texas for-profit corporation having its principal place of business at 3161 Michelson Drive, Suite 1500, Irvine, California 92612.
- Developer requested that Dripping Springs WSC consent to Developer's assignment or transfer of the Agreement to Tri Pointe or a subsidiary, parent company, or affiliate of Tri Pointe.
- Developer and Tri Pointe stated that the time required to complete the City of Dripping Springs's planning-and-development process will prevent Developer and Tri Pointe from meeting the deadline in Agreement § 8.3(C).

Consent

Dripping Springs WSC hereby consents to Developer assigning or transferring the Agreement to Tri Pointe or a subsidiary, parent company, or affiliate of Tri Pointe.

Waiver

Dripping Springs WSC hereby waives its rights to terminate or renegotiate the Agreement under Agreement § 8.3(C) if Developer or Tri Pointe connects the first Fellers Project meter within 4 years after the Agreement's Effective Date.

Signature

DRIPPING SPRINGS WATER SUPPLY CORPORATION

By: Charlie B BusbeyPrint Name: CHARLIE BUSBEYTitle: BOARD PRESIDENTDate: DECEMBER 1, 2025

Sara Varvarigos

From: Planning
Subject: Records Request | ZA2025-002 (Creek Road zoning change to SF-2)

From: Dade Shields <[REDACTED]>
Sent: Thursday, January 8, 2026 10:13 PM
To: Planning <planning@cityofdrippingsprings.com>
Subject: Records Request | ZA2025-002 (Creek Road zoning change to SF-2)

Hello Planning & Development Department,

My name is Dade Shields, and my family and are moving immediately next door to the property involved in Case ZA2025-002.

I'm writing to submit public comment and to request the full application materials. I'm concerned about the proposed zoning change to SF-2 because it appears to increase allowable residential density and would further erode the rural, low-density character of Creek Road.

Could you please provide me with the following:

1. The current zoning designation of the subject tract and the proposed zoning (SF-2).
2. The total acreage of the tract being considered under ZA2025-002.
3. A clear "before vs. after" density comparison, including:
 - minimum lot size requirements,
 - the maximum number of lots/homes that could be created under current zoning vs SF-2
4. site plan, concept plan, utility/water/wastewater plans, tree/impervious cover etc.
5. Confirmation of the public hearing schedule

I plan to attend the hearings, and I respectfully request that the City deny this rezoning or require a lower-density alternative that better matches the existing Creek Road pattern and preserves the area's country character.

Thank you for your time and help. Please let me know the best way to access the full packet.

Sincerely,
Dade Shields



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

Submitted By: Diana Boone, City Secretary

Commission Meeting Date: January 27, 2026

Agenda Item Wording: **Discuss and consider approval of the 2026 Planning & Zoning Commission meeting calendar.**

Agenda Item Requestor: Mim James, Chair

Summary/Background: Each year the Planning & Zoning Commission annual meeting calendar is drafted according to the commission's meeting frequency and the approved City Holiday Calendar. Currently, the PZC has been meeting once a month, on the 4th Tuesday of each month.

Attached for review is the 2026 meeting calendar with approved city holidays and the PZC meeting dates highlighted in green. No meeting dates conflict with city holidays; however, the November and December meetings fall on the same week as Thanksgiving and Christmas holidays. No changes were made to the November meeting date, but the Commission may choose to reschedule the meeting, if preferred. Meetings can also be rescheduled or canceled throughout the year. The suggested meeting date for December is **December 29, 2026**.

Committee: **Should there be any changes to the attached meeting dates, please provide those changes in the motion.**

Attachments: PZC 2026 Proposed Calendar & CODS Holiday Calendar

Next Steps/Schedule: Add to all calendars.

2026 Planning & Zoning Commission Meeting Calendar

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JUNE

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

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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



DRIPPING SPRINGS
Texas

CODS HOLIDAY

Planning & Zoning Commission Meeting Date

Proposed Meeting Date(s)

MEETING DATES:

01/27/26 PZC Meeting

02/24/26 PZC Meeting

03/24/26 PZC Meeting

04/28/26 PZC Meeting

05/26/26 PZC Meeting

06/23/26 PZC Meeting

07/28/26 PZC Meeting

08/25/26 PZC Meeting

09/22/26 PZC Meeting

10/27/26 PZC Meeting

11/24/26 PZC Meeting

12/29/26 PZC Meeting

2026 City of Dripping Springs Holiday Calendar

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JUNE

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

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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



DRIPPING SPRINGS
Texas

01/01/26 New Year's Day
 01/19/26 Martin Luther King Jr. Day
 02/16/26 Presidents' Day
 04/03/26 Good Friday
 05/25/26 Memorial Day
 06/19/26 Juneteenth
 07/03/26 Pre-Independence Day
 09/07/26 Labor Day
 10/12/26 Columbus Day
 11/11/26 Veterans Day
 11/26/26 Thanksgiving Day
 11/27/26 Thanksgiving Holiday
 12/24/26 Christmas Eve
 12/25/26 Christmas Day



Subdivision Projects				
Subdivision Project Name	City Limits / ETJ	Location	Description	Status
SUB2021-0011 Double L Phase 1 Prelim Plat	ETJ	1.5 miles N of US 290 & RR 12	PP for 243 residential units and 1 amenity center	Approved w/ Conditions
SUB2022-0033 The Ranch at Caliterra	ETJ	Premier Park Loop	Preliminary plat of the Carter tract with 243 lots	Approved w/ Conditions
SUB2022-0043 Howard Ranch Sec 4 Lots 62 & 63 AP	ETJ	590 Cypress Creek Dr	An amending plat to remove a site parking area from the single family lot. This request is by the property	Waiting on Resubmittal
SUB2022-0052 Village Grove Phase 1 Construction Plans	CL	Sports Park Rd	Approved- back in review for landscape revisions.	Approved w/ Conditions
SUB2022-0048 Wild Ridge Phase 1 CP	CL	E US 290	Construction plans for phase 1 of Wild Ridge	Waiting on Resubmittal
SUB2023-0001 Village Grove Phase 2B CP	CL	Sports Park Rd	Residential townhome infrastructure improvements. Construction of 16 Townhome lots and roadways.	Approved w/ Conditions
SUB2023-0003 The Ranch at Caliterra CP	ETJ	Soaring Hill Rd at HC Carter Way	Construction Plans for the Carter tract.	Approved w/ Conditions
SUB2023-0006 Wild Ridge Phase 1 FP	CL	E US 290	Approximately 62.1 acres to include 136 residential lots, roadways, and a commercial lot	Approved w/ Conditions
SUB2023-0028 Arrowhead Commercial Final Plat	CL	US Hwy 290 W	Subdividing 6.6 acres as 1 lot.	Waiting on Resubmittal
SUB2023-0034 Lunaroya Subdivision Final Plat	ETJ	Silver Creek Rd	28 single family large residential lots with on site sewage for each lot	Approved w/ Conditions
SUB2023-0037 Amending Plat of Final Subdivision Plat of Roger Hanks Park	CL	US 290 at Roger Hanks Pkwy	Revised plat to include north bound turn lane on Roger Hanks Pkwy, Improvements to Hamilton Crossing and	Waiting on Resubmittal
SUB2023-0038 The Ranch at Caliterra Final Plat	ETJ	HC Carter Way	234 single family lots on 200.024 acres	Approved w/ Conditions
SUB2023-0039 Wild Ridge Phase 2 Construction Plans	CL	Shadow Ridge Parkway	142 single family lots, minor amenity and local roadways, 2 water quality ponds, utilities, lift station,	Waiting on Resubmittal
SUB2023-0042 Hardy Construction Plans	CL	2901 West US 290	78.021 acres subdivided into 73 single family lots	Approved w/ Conditions
SUB2023-0048 Driftwood Falls Estates Subdivision	ETJ	609 S Creekwood Dr	Replat two lots in one.	Approved w/ Conditions
SUB2023-0050 Sanctuary Dripping Springs CP	ETJ	1111 Hays Country Acres	Revising approved construction plans.	Waiting on Resubmittal
SUB2024-005 Roger Hanks Construction Plans	CL	US 290 at Roger Hanks Pkwy	Public improvements from southern boundary to intersection with 290.	Waiting on Resubmittal
SUB2024-012 St. Martin's Subdivision, Lots 1 & 2 Amending Plat	CL/ETJ	230 Post Oak Drive	Combine two existing lots into one.	Approved w/ Conditions
SUB2024-015 Gateway Village Phase 1	CL	US 290	Final plat for 144 single family subdivision.	Waiting on Resubmittal
SUB2024-017 Wild Ridge Phase 2 Final Plat	CL	Shadow Ridge Parkway	152 single family residential lots.	Approved w/ Conditions
SUB2024-019 Driftwood Subdivision, Phase 5, Preliminary Plat	ETJ	Thurman Roberts Way	13 lots. 10 residential, 2 open space, and 1 private.	Approved w/ Conditions
SUB2024-021 Village Grove Phase 2A Subdivision	CL	Village Grove Parkway	Infrastructure for 64 single family residential lots on 18.206 acres	Waiting on Resubmittal
SUB2024-024 Heritage Phase 4 Subdivision	CL	Sportsplex Drive	115 single family lots on 31.80 acres	Waiting on Resubmittal
SUB2024-025 Village Grove Phase 3 Subdivision	CL	Village Grove Parkway	115 single family lots on 30.04 acres	Waiting on Resubmittal
SUB2024-030 Heritage Phase 3 Final Plat	CL	Sportsplex Drive	164 lot subdivision plat	Waiting on Resubmittal
SUB2024-034 Village Grove Phase 2A Final Plat	CL	Village Grove Parkway	Final plat for 165 single family lots.	Approved w/ Conditions
SUB2024-036 Mitchell Property Preliminary Plat	ETJ	Silver Creek Rd	33 residential lots.	Waiting on Resubmittal
SUB2025-001 Village Grove Phase 2B Final Plat	CL	Village Grove Parkway	262 single family residential lots.	Approved
SUB2025-002 Lunaroya PH 3 Preliminary Plat	ETJ	13755 Silver Creek Dr	9 single family residential lots.	Waiting on Resubmittal
SUB2025-005 Ewald Kubota Minor Plat	ETJ	3981 E US 290	3.9 acre plat	Waiting on Resubmittal
SUB2025-006 Cannon Ranch Phase 3 and 4 Construction Plans	CL	Rushmore Drive at Lone Peak Way	Public roadways, utilities, and storm drainage infrastructure for 156 residential and 3 open space lots.	Waiting on Resubmittal
SUB2025-007 Double L Ranch Reclaimed Water Production Facility and Pump and Haul	ETJ	Northwest of RR 12 and Event Center Dr	Reclaimed water facility	Waiting on Resubmittal
SUB2025-008 Cannon Ranch Phases 3 & 4 Subdivision Final Plat	CL	Rushmore Drive	3 open space lots and 156 40', 45', or 60' residential lots.	Approved w/ Conditions
SUB2025-009 Wild Ridge Subdivision Wastewater Treatment Plant Final Plat	CL	Goose Island Dr and Lost Maples Dr	0.8873 acre lot	Approved w/ Conditions
SUB2025-011 Double L Pod A1, A2, A3 Arterial Preliminary Plat	ETJ	Pecos River Xing	Public infrastructure.	Waiting on Resubmittal
SUB2025-012 Double L Pod A3 Preliminary Plat	ETJ	Pecos River Xing	46 residential units.	Waiting on Resubmittal
SUB2025-013 Double L Pod A1 and A2 Preliminary Plat	ETJ	Pecos River Xing	99 residential units.	Waiting on Resubmittal
SUB2025-014 Village Grove Wastewater Treatment Plant	CL	S Rob Shelton Blvd	WWTP for the Village Grove Development.	Waiting on Resubmittal
SUB2025-015 Wild Ridge Wastewater Treatment Plant	CL	Goose Island Drive	Phase one of the temporary WWTP.	Waiting on Resubmittal
SUB2025-017 Lunaroya Phase 2 Construction Plans	ETJ	Silver Creek Road	28 single family residential lots (minimum 1.5 acre) with on site sewage, paving, utilities, and open space.	Waiting on Resubmittal
SUB2025-018 Double L Pod B4 Preliminary Plat	ETJ	153 El Capitan Lp	Plat for 62 residential lots	Waiting on Resubmittal
SUB2025-019 Double L Pod B4 Arterial Preliminary Plat	ETJ	153 El Capitan Lp	Single lot plat for arterial road adjacent to pod B4	Waiting on Resubmittal
SUB2025-020 Double L Pod A4 and B1 Preliminary Plat	ETJ	843 Pecos River Xing	Plat for 102 residential lots	Waiting on Resubmittal
SUB2025-021 Double L Pod A4 and B1 Arterial Preliminary Plat	ETJ	843 Pecos River Xing	Single lot plat for arterial road adjacent to pods A4 and B1	Waiting on Resubmittal
SUB2025-023 Double L Ranch Pod A3 Construction Plans	ETJ	29300 RR 12	46 residential units with paving, utilities, drainage, and water quality improvements.	Waiting on Resubmittal
SUB2025-024 Double L Ranch Pod A1 & A2 Construction Plans	ETJ	29300 RR 12	99 residential units with paving, utilities, drainage, and water quality improvements.	Waiting on Resubmittal
SUB2025-025 Double L Ranch Pod A1, A2, A3 Arterial Construction Plans	ETJ	29300 RR 12	46 residential units with paving, utilities, drainage, and water quality improvements.	Waiting on Resubmittal
SUB2025-026 Parten Ranch Phase 8 Final Plat	ETJ	600 Two Creeks Lane	84 residential and 3 open space/drainage lots.	Waiting on Resubmittal
SUB2025-027 Driftwood Subdivision, Phase 1, Section 2, Block A, Lots 30 & 31	ETJ	1574 Thurman Roberts Way	Combine lots 30 and 31.	Approved w/ Conditions
SUB2025-028 Amending Plat of Cannon Ranch Subdivision Phase 2	CL	Crater Lake Drive	Amend common lot line for Block 7 lots 4 and 5.	Approved
SUB2025-029 Village Grove Phase 2A-2 Final Plat	CL	Village Grove Parkway	51 residential lot plat.	Approved w/ Conditions
SUB2025-030 Caliterra Prep School Final Plat	CL	26025 RR 12	4.983-acre final plat consisting of 2 non-residential lots.	Approved w/ Conditions
SUB2025-031 Lunaroya Phase 2 Subdivision	ETJ	Silver Creek Road	39 lot final plat with 34 residential lots, open space lots and drainage lots.	Waiting on Resubmittal
SUB2025-032 Headwaters Station Phase 1 Preliminary Plat	CL	Hwy 290 and Canyonwood Dr	7 commercial lots and 1 drainage lot on 55.13 acres.	Waiting on Resubmittal
SUB2025-033 Haydon Place Preliminary Plat	CL	265 College Street	34 residential lot subdivision. 8 lots within City Limits and remaining in Hays County. 2 drainage lots.	Waiting on Resubmittal
SUB2025-034 WTCPUA 20 Inch Cross Country Transmission Main Seg. 3	ETJ	Silver Creek Road	4,020 linear feet of potable water transmission main.	Under Review
SUB2025-035 Wild Ridge 16 Inch Water Line	CL	E US Hwy 290	7,800 linear feet of 16" ductile iron water transmission mains.	Under Review
SUB2025-036 Fitzhugh Reserve Minor Plat	ETJ	11704 Crumley Ranch Rd	1.189 acre single lot plat.	Under Review
Blue rows indicate new applications				

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 treatment plant.	HOLD
SD2021-0021 RR 12 Commercial Kitchen	CL	28707 RR 12	Commercial kitchen that will support a catering business, no on-site dining is proposed.	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, and overall drainage & water quality.	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 supporting driveways, water quality and detention pond, rainwater harvesting, and other utilities.	Waiting on Resubmittal
SD2022-0013 DS Flex Business Park	CL	28513 RR 12	Construction of two shell buildings with accompanying site improvements.	Waiting on Resubmittal
SD2022-0011 Skybridge Academy	CL	519 Old Fitzhugh Road	Remodel, repurpose or existing historic structures, add new construction to tie together the house and garage with additional parking and revised driveway.	Approved w/ Conditions
SD2022-0014 Bell Springs Site Plan (Travis Flake)	ETJ	5307 Bell Springs Rd	Office and Warehouse with drives, parking, waterline connection, and pond.	Approved w/ Conditions
SD2022-0018 Office 49	ETJ	241 Frog Pond Lane	The construction of eleven office buildings of varying sizes along with the related paving, grading, drainage, and utility improvements.	Waiting on Resubmittal
SD2022-0020 Merigian Studios	ETJ	105 Daisy Lane	Art studio with driveway, parking, and external structures.	Approved w/ Conditions
SD2022-0024 4400 US 290 SP	ETJ	4400 US 290	7 Commercial Buildings in the ETJ.	Approved w/ Conditions
SD2022-0025 Hardy Drive	ETJ	2901 US 290	Construction of a road for the Hardy and Bunker Ranch development to meet fire code.	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 portable buildings and pavilion; additional parking.	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 and consists of 14.76 acres of drip irrigation fields only.	Approved w/ Conditions
SD2023-0008 102 Rose Drive	CL	102 Rose Dr	Construction of two additional duplexes w/ accompanying site improvements.	Waiting on Resubmittal
SD2023-0010 Creek Road Horse Farms	CL/ETJ	1225 Creek Rd	Horse training facility with covered riding arena, barn, storage building and open-air riding.	Waiting on Resubmittal
SD2023-0011 Amazing Explorers Academy	ETJ	Ledgestone	Daycare facility, including driveways, parking areas; and water, wastewater, and stormwater facilities.	Waiting on Resubmittal
SD2023-0014 BR Dripping Springs	CL	27010 RR 12	3 commercial buildings with parking, stormwater and water quality.	Waiting on Resubmittal
SD2023-0018 Sunset Canyon Storage Facility	ETJ	950 S. Sunset Canyon Drive	Proposed storage facility with associated parking and drive.	Waiting on Resubmittal
SD2023-0019 3980 US 290 Warehouse	ETJ	3980 US 290	Construction of 4 - 5k sq ft warehouse/office buildings.	Under Review
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 warehouse buildings with associated site improvements	Waiting on Resubmittal
SD2024-007 New Growth at Roger Hanks	CL	US 290 at Roger Hanks Pkwy	Mix land use and 240 residential units with parkland and roadway connections.	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 and associated improvements.	Under Review
SD2024-014 Pear Tree Commercial	ETJ	27322 RR 12	Existing commercial space. Pave the parking area and provide water quality treatment of that area.	Approved w/ Conditions
SD2024-020 Lost Lizard	ETJ	10730 FM 967	Four residential accessory structures and gravel parking.	Waiting on Resubmittal
SD2024-022 Stephenson Building Addition and Parking Improvements	CL	101 Old Fitzhugh Rd	Phase 1:Stephenson building addition. Phase 2: parking lot improvements.	Approved w/ Conditions
SD2025-002 Ewald Kubota	ETJ	3981 E US 290	Kubota sales and service center with customer and display parking.	Waiting on Resubmittal
SD2025-003 The Ranch at Calterra Amenity Center	ETJ	Whiskey Barrel Dr.	Office, bathrooms, remodel pavillion out of an existing barn, pool, pickleball courts, and parking.	Waiting on Resubmittal
SD2025-006 AAA Storserv Dripping Springs LLC Phase 2	CL	1300 E US 290	Expansion of developed area including buildings, drives and parking.	Under Review
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

Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2025-009 Gracie Barra Dripping Springs Expansion	ETJ	261 Frog Pond Lane	Existing 2432 sq ft building w/ parking; adding 2354 sq ft space with grading and drainage improvements.	Waiting on Resubmittal
SD2025-008 Driftwood Utility Access Corridor	ETJ	FM 967 and RM 1826	Joint use access easement that will tunnel under existing TxDOT ROW.	Waiting on Resubmittal
SD2025-010 Dripping Springs High School No. 2	ETJ	11091 Darden Hill Rd	482,844 s.f. two-story building, associated parking, sidewalks, utilities, grading, drainage, storm water detention and water quality improvements	Waiting on Resubmittal
SD2025-011 Hemphill 1862 Dripping Springs	ETJ	1511 W Hwy 290	Wireless communication tower on existing commercial lot.	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-million-gallon elevated storage tank.	Waiting on Resubmittal
SD2025-013 Hays County ESD 6 Fire Station 72	CL	404 Headwaters Blvd	A new fire station. Building, parking, and utilities.	Waiting on Resubmittal
SD2025-014 FM 1826 Retail Center	ETJ	16514 RR 1826	Gas Station development with a 10,000sf convenience store, parking lot and driving aisles.	Waiting on Resubmittal
SD2025-015 Uriegas Dental	CL	28495 RR 12	New dental office and a second professional office building with associated parking and drives.	Waiting on Resubmittal
SD2025-016 St. Martin de Porres	CL	230 Post Oak	Construction of new Church area approx. 17,656 sqft gross floor area, with parking, detention, and utilities.	Waiting on Resubmittal
SD2026-001 MVMT C-Store Dripping Springs	CL	26207 Ranch Road 12	5,585 sqft convenience store with 10 fueling positions.	Under Review
Blue rows indicate new applications				

In Administrative Completeness	Filing Date
SD2025-009 Gracie Barra Dripping Springs Expansion	14-Jan
SUB2025-030 Caliterra Prep School Final Plat	21-Jan
SUB2025-032 Headwaters Station Phase 1 Preliminary Plat	21-Jan