



DRIPPING SPRINGS
Texas

CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, May 02, 2023 at 6:00 PM

AGENDA

CALL TO ORDER AND ROLL CALL

City Council Members

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

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Treasurer Shawn Cox
People & Communications Director Lisa Sullivan
City Secretary Andrea Cunningham
IT Director Jason Weinstock
Public Works Director Aaron Reed
Deputy Public Works Director Craig Rice
Building Official Shane Pevehouse

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

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

CONSENT AGENDA

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

- 1. Approval of the April 18, 2023, City Council regular meeting minutes.**
- 2. Approval of a Letter to USDA Rural Development for Dripping Springs Community Library Evidence of Significant Community Support for Essential Community Facilities Project. Sponsor: Mayor Pro Tem Taline Manassian.**
- 3. Approval of a Professional Services Agreement between the City of Dripping Springs and Felix Media regarding Audio-Visual section of the Dripping Springs Ranch Park Technology Renovation. Sponsor: Council Member Sherrie Parks.**
- 4. Approval of a Professional Services Agreement between the City of Dripping Springs and UniVista regarding Network section of the Dripping Springs Ranch Park Technology Renovation. Sponsor: Council Member Sherrie Parks.**
- 5. Approval of Authorization for staff to negotiate and the Mayor to execute Agreements related to Easement Acquisition from DS Properties, Siepiela Development Corporation, CF CSLK Carter LLC, and CF CSLK Caliterra LLC.**
- 6. Approval of Authorization for staff to negotiate an Agreement with HCID #1 relating to Management of Effluent Irrigation at Caliterra and Carter.**
- 7. Approval of an assignment of the Caliterra Development Agreement. Applicant: Development Solutions CAT, LLC.**
- 8. Approval of an Extension of the Grounds Maintenance Agreement between the City of Dripping Springs and Elk Ridge Mowing.**
- 9. Approval of a Professional Services Agreement between the City of Dripping Springs and BB Inspections Services for Building Inspection Services. Sponsor: Mayor Bill Foulds, Jr.**

BUSINESS AGENDA

- 10. Public hearing, presentation and discussion regarding the Plan of Finance of Special Revenue Bonds, Series 2023 (Heritage Public Improvement District Improvement Area #1 Project).**
 - a. Applicant Presentation
 - b. Staff Report
 - c. Public Hearing

- 11. Public hearing and consideration of approval of a Resolution of the City of Dripping Springs approving the Preliminary Service and Assessment Plan, Cost Determination Resolution, and Calling of Public Hearing on May 16, 2023.**
 - a. Staff Report
 - b. Public Hearing
 - c. Resolution

- 12. Public hearing and consideration of approval of a Resolution of the City Council of the City of Dripping Springs, Texas, Approving the Form and Authorizing the Distribution of a Preliminary Limited Offering Memorandum for "City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2023 (Heritage Public Improvement District Area #1 Project)".**
 - a. Staff Report
 - b. Public Hearing
 - c. Resolution

- 13. Discuss and consider approval of Resolution repealing the Co-Sponsorship Policy.**
Sponsor: Council Member Geoffrey Tahuahua

- 14. Approval of a Reimbursement Agreement between the City and Dripping Springs Water Supply Corporation for the Relocation of a Waterline.** *Sponsor: Mayor Bill Foulds Jr.*

REPORTS

Reports of Staff, Boards, Commissions, Committees, Boards and Agencies. All reports are on file and available for review upon request. The City Council may provide staff direction; however, no action may be taken.

15. Planning Department Report

EXECUTIVE SESSION AGENDA

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

- 16. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater Discharge, and Amendment 2 Permits, Water Service, and related items.** *Consultation with Attorney, 551.071*

- 17. Consultation with Attorney regarding legal issues related to coordination with the Dripping Springs Visitors Bureau.** *Consultation with Attorney, 551.071*

18. **Consultation with Attorney related to legislative program and matters regarding water, wastewater, utility issues, and other municipal issues at the Texas Legislature.** *Consultation with Attorney, 551.071*
19. **Consultation with Attorney and Deliberation of Real Property regarding legal and real estate issues related to potential civic sites and street extensions and expansions.** *Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072*
20. **Deliberate the appointment, employment, evaluation, reassignment, or duties of the city administrator and deputy city administrator.** *Deliberation of Personnel Matters, 551.074*

UPCOMING MEETINGS

City Council & BOA Meetings

May 16, 2023, at 6:00 p.m. (CC)
June 6, 2023, at 6:00 p.m. (CC & BOA)
June 20, 2023, at 6:00 p.m. (CC)
July 5, 2023, at 6:00 p.m. (CC & BOA)

Board, Commission & Committee Meetings

May 3, 2023, DSRP Board at 11:00 a.m.
May 4, 2023, Historic Preservation Commission at 4:00 p.m.
May 8, 2023, Parks & Recreation Commission at 6:00 p.m.
May 8, 2023, Founders Day Commission at 6:30 p.m.
May 9, 2023, Planning & Zoning Commission at 6:00 p.m.
May 10, 2023, Utility Commission at 4:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

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

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **April 28, 2023, at 9:30 a.m.***

City Administrator Michelle Fischer

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



CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, April 18, 2023 at 6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

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

City Council Members present were:

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

Staff, Consultants & Appointed/Elected Officials present were:

City Administrator Michelle Fischer
 City Attorney Laura Mueller
 City Treasurer Shawn Cox
 City Secretary Andrea Cunningham
 IT Director Jason Weinstock
 Planning Director Tory Carpenter
 Building Official Shane Pevehouse
 Parks & Community Services Director Andy Binz
 DSRP Manager Emily Nelson
 Public Works Director Aaron Reed
 Emergency Management Coordinator Roman Baligad
 Special Counsel Dottie Palumbo, Bojorquez Law Firm
 City PID Administrator Jon Snyder, P3 Works
 Financial Advisor Andre Ayala, Hilltop Securities, Inc.

PLEDGE OF ALLEGIANCE

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

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a

translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

No one spoke during Presentation of Citizens.

PRESENTATIONS

1. Presentation and discussion regarding the Heritage Public Improvement District issuance of bonds.

Laura Mueller gave a presentation which is on file. City PID team members Dottie Palumbo, Jon Snyder and Andre Ayala were available for questions from the City Council.

EXECUTIVE SESSION

A motion was made by Council Member Tahuahua to adjourn into Executive Session under Texas Government Code Section 551.071, Consultation with Attorney, and regarding Consent Agenda items 6 and 7. Council Member Parks seconded the motion which carried unanimously 5 to 0.

The City Council met in Executive Session from 6:10 – 6:29 p.m. No vote or action was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 6:29 p.m.

OPEN SESSION

CONSENT AGENDA

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

- 2. Approval of the March 21, 2023, City Council regular meeting minutes.**
- 3. Approval of the April 4, 2023, City Council workshop and regular meeting minutes.**
- 4. Approval of the March 2023 City Treasurer's Report.**
- 5. Approval of Agreement for Disclosure of Confidential Tax Information between the City of Dripping Springs and Los Olivos Market Dripping Springs LLC.**

6. **Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and Pride of Dripping Springs for the Pride of Dripping Springs Festival on June 24, 2023.** *Applicant: Juana Searcy, President, Pride of Dripping Springs*
7. **Approval of a Professional Services & Use Agreement between the City of Dripping Springs and Hell Country Productions, Inc. for a Haunted House at Dripping Springs Ranch Park.** *Applicant: Aaron Sulser, Hell Country Productions, Inc.*
8. **Approval of Resolution Designating the Mayor, Mayor Pro Tem, and Certain City Staff as Authorized Signatories regarding Financial and Budgetary Procedures.** *Sponsor: Mayor Bill Foulds, Jr.*

Filed as Resolution No. 2023-R16

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda items 2 – 8. Council Member Crow seconded the motion. Upon further discussion, Mayor Pro Tem Manassian and Council Member Crow withdrew their motion and second respectively.

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda items 2 – 5, and 8. Council Member Crow seconded the motion which carried unanimously 5 to 0.

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda item 6. Council Member Crow seconded the motion which carried 4 to 0 to 1, with Council Member Tahuahua abstaining.

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda item 7. Council Member Crow seconded the motion which carried 4 to 0 to 1, with Council Member Tahuahua abstaining.

BUSINESS AGENDA

9. **Discuss and consider approval of the selection of a contractor and authorization for city staff to negotiate an agreement for Building Inspection and Plan Review Services based on responses to the Request for Proposals.** *Sponsor: Mayor Bill Foulds, Jr.*

Shane Pevehouse presented the staff report which is on file. Staff recommends the selection of WLB Inspections, LLC.

A motion was made by Council Member Tahuahua to approve of the selection of WLB Inspections, LLC, as recommend by staff, for Building Inspection and Plan Review Services based on responses to the Request for Proposals, and to authorize staff to negotiate the agreement for services. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

10. **Discuss and consider approval of an Ordinance annexing and an Ordinance rezoning a 97.44-acre property to Planned Development District with a base zoning of SF-3 and GR, with 68.38-acres of residential uses, approximately 6.7-acres of commercial uses, and approximately 22.36-acres of open space, as amended by the ordinance language herein, for property located on U.S. 290 and north of the intersection of Drifting Wind**

Run commonly known as “Gateway Village”. Applicant: John Doucet, Doucet and Associates

a. Applicant Presentation – Peter Verdicchio with SEC Planning gave a presentation on the annexation, planned development district and associated agreements listed in Business Agenda Item 11. The presentation is on file.

b. Staff Report – Tory Carpenter presented the staff report which is on file. Staff recommends approval of the annexation ordinance and agreement, and the zoning ordinance.

c. Planning & Zoning Commission Report – Laura Mueller presented the Planning & Zoning Commission report. The Commission did not consider the annexation ordinance and agreement; however, they recommended approval of the zoning ordinance.

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

Following the Public Hearing, Laura Mueller and Aaron Reed presented the staff reports for Business Items 11, 12 and 13, which are on file. Staff recommends approval of the agreements and resolution.

EXECUTIVE SESSION

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Section 551.071, Consultation with Attorney, and regarding Business Agenda Item 11. Council Member Crow seconded the motion which carried unanimously 5 to 0.

The City Council met in Executive Session from 7:10 – 7:17 p.m. No vote or action was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 7:17 p.m.

OPEN SESSION

Laura Mueller and Aaron Reed continued with the staff reports and questions from the City Council.

e. Annexation Ordinance and Agreement

f. Zoning Ordinance

A motion was made by Council Member Tahuahua to approve an Ordinance annexing and an Ordinance rezoning a 97.44-acre property to Planned Development District with a base zoning of SF-3 and GR, with 68.38-acres of residential uses, approximately 6.7-acres of commercial uses, and approximately 22.36-acres of open space, as amended by the ordinance language herein, for property located on U.S. 290 and north of the intersection of Drifting Wind Run commonly known as “Gateway Village”. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

Annexation Filed as Ordinance No. 2023-14

Zoning Filed as Ordinance No. 2023-15

11. Discuss and consider approval of Agreements related to the Gateway Village Subdivision. *Applicant: Matthew Scrivener*

- a. **Staff Report** – Staff report was presented earlier in the meeting.
- b. **Offsite Road Agreement**
- c. **Wastewater Agreement**
- d. **Water Agreement**
- e. **Line Extension Agreement**

A motion was made by Mayor Pro Tem Manassian to approve Agreements related to Gateway Village. Council Member Parks seconded the motion which carried unanimously 5 to 0.

Items 12 and 13 were considered together.

12. Discuss and consider approval of a Resolution of the City of Dripping Springs, Texas consenting to the Annexation of Land commonly known as Gateway Village into Dripping Springs Municipal Utility District No. 1 and containing related findings and provisions. *Applicant: Matthew Scrivener*

Filed as Resolution No. 2023-R17

13. Discuss and consider approval of a First Amendment to Agreement Concerning Creation and Operation of Dripping Springs Municipal Utility District No. 1. *Applicant: Matthew Scrivener*

A motion was made by Mayor Pro Tem Manassian to approve a Resolution of the City of Dripping Springs, Texas consenting to the Annexation of Land commonly known as Gateway Village into Dripping Springs Municipal Utility District No. 1 and containing related findings and provisions; and, to approve the First Amendment to Agreement Concerning Creation and Operation of Dripping Springs Municipal Utility District No. 1. Council member Parks seconded the motion which carried unanimously 5 to 0.

REPORTS

Reports of Staff, Boards, Commissions, Committees, Boards and Agencies are on file and available for review upon request. The City Council may provide staff direction; however, no action may be taken.

Reports are on file and available for review upon request.

14. March 2023 Maintenance Report
Craig Rice, Deputy Public Works Director

15. Emergency Management Report
Roman Baligad, Emergency Management Coordinator

16. Planning Department Report
Tory Carpenter, Planning Director

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code sections 551.071, Consultation with Attorney, and regarding Executive Session Agenda Items 17 – 20. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

EXECUTIVE SESSION AGENDA

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

- 17. Consultation with Attorney related to settlement of litigation related to code enforcement and open government.** *Consultation with Attorney, 551.071*
- 18. Consultation with Attorney regarding legal issues related to coordination with the Dripping Springs Visitors Bureau.** *Consultation with Attorney, 551.071*
- 19. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Water Service, and related items.** *Consultation with Attorney, 551.071*
- 20. Consultation with Attorney related to legislative program and matters regarding water, wastewater, utility issues, and other municipal issues at the Texas Legislature.** *Consultation with Attorney, 551.071*

The City Council met in Executive Session from 7:29 – 8:04 p.m.

No vote or action was taken during Executive Session. Mayor Foulds, Jr., returned the meeting to Open Session at 8:04 p.m.

OPEN SESSION

A motion was made by Mayor Pro Tem Manassian to consider Executive Session Agenda Items 17 and 19 in Open Session. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

- 17. Consultation with Attorney related to settlement of litigation related to code enforcement and open government.** *Consultation with Attorney, 551.071*

A motion was made by Council Member Crow to authorize City Attorney Laura Mueller to reject the counteroffer from Bent Sky and to continue with the code enforcement lawsuit. Council Member. Council Member King seconded the motion which carried unanimously 5 to 0.

19. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Water Service, and related items. *Consultation with Attorney, 551.071*

A motion was made by Mayor Pro Tem Manassian to reject the counteroffer from the Wastewater Lawsuit. Council Member Crow seconded the motion which carried unanimously 5 to 0.

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

May 2, 2023, at 6:00 p.m. (CC & BOA)

May 16, 2023, at 6:00 p.m. (CC)

June 6, 2023, at 6:00 p.m. (CC & BOA)

June 20, 2023, at 6:00 p.m. (CC)

Board, Commission & Committee Meetings

April 20, 2023, Emergency Management Commission at 12:00 p.m.

April 24, 2023, Transportation Committee at 3:30 p.m.

April 25, 2023, Planning & Zoning Commission at 6:00 p.m.

April 26, 2023, Economic Development Committee at 4:00 p.m.

April 27, 2023, Farmers Market Committee at 10:00 a.m.

May 1, 2023, Parks & Recreation Commission at 6:00 p.m.

ADJOURN

A motion was made by Mayor Pro Tem Manassian to adjourn the meeting. Council Member King seconded the motion which carried unanimously 5 to 0.

APPROVED ON: May 2, 2023

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



May 2, 2023

USDA Rural Development
505 W University Ave., Suite G
Georgetown, TX 78627

Re: Dripping Springs Community Library
Evidence of Significant Community Support for Essential Community Facilities Project

To Whom It Concerns:

This letter serves as certification of support for the Dripping Springs Community Library in their request for financial assistance from the USDA Rural Development to build a 37,000 square foot, two story library to better serve our growing community. This is necessary to improve or prevent a loss of service to their service area.

The library's current population served as assigned by the Texas State Library and Archives is 52,117. Anyone who lives or works in the Dripping Springs Independent School District or Hays County can get a free library card.

The library does not have the space to grow its services, programs, and materials for a community that is rapidly growing. Currently, adding print materials to their shelves requires a significant removal of other titles to make room. They are often unable to meet community requests for meeting space because there is barely enough room to offer programming. In 2022, they offered over 750 programs with a total attendance of over 12,000 people. They had about 80,000 visits and a total circulation of print and eResources of over 184,000.

The new facility will provide indoor/outdoor meeting and learning spaces, programs for all ages, flexible community meeting spaces, a drive-thru material pick-up and return window, increased parking, free computer and Wi-Fi use, and a welcoming, more open and naturally lighted space for all of our community. Access to print and eResources and life-long learning and collaboration opportunities will be available for everyone.

The need for the new library is to improve essential community facilities; to provide an essential service to rural residents, and when necessary, improve or prevent a loss of service.

Organization: Dripping Springs Community Library

Address: 501 Sportsplex Drive
Dripping Springs, Texas 78620

Open spaces, friendly faces.



Service Provided: Community Library

This certificate of support acknowledges that the facility will provide needed services to the community and will have no adverse impact on other community facilities providing similar services.

The City of Dripping Springs City Council strongly supports the Dripping Springs Community Library's request for USDA Rural Development financial assistance.

Sincerely,

Bill Foulds, Jr., Mayor
City of Dripping Springs
PO Box 384 / 511 Mercer St.
Dripping Springs, TX 79620

Open spaces, friendly faces.

NOTE TO APPLICANT: The sample wording briefly supports the applicant - however, other comments may be made by the local government in support of the application.

**SAMPLE
(LETTERHEAD
LOCAL GOVERNMENT)**

(Date)

USDA Rural Development
505 W University Ave., Suite G
Georgetown, TX 78627

SUBJECT: **(applicant)**
Evidence of Significant Community Support for Essential
Community Facilities Projects

This certification of support is for **(applicant)** in their request for financial assistance to **(purpose of funding / describe project)** which is necessary to improve or prevent a loss of service to the servicing community area(s) of **(county/counties)**.

The need for the **(purpose of funding / describe project)** is to improve essential community facilities; to provide an essential service to rural residents, and when necessary, improve or prevent a loss of service.

ORGANIZATION:
ADDRESS:
SERVICE PROVIDED:

This certificate of support acknowledges that the facility will provide needed services to the community and will have no adverse impact on other community facilities providing similar services.

The **(public body)** supports **(applicant)** request for USDA Rural Development financial assistance.

Sincerely,

NAME:
TITLE:
PUBLIC BODY:
ADDRESS: CITY:
STATE:



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

Submitted By: Jason Weinstock, IT Director

Council Meeting Date: May 2, 2023

Agenda Item Wording: **Approval of Professional Services Agreement between the City of Dripping Springs and Felix Media regarding Audio-Visual section of the Dripping Springs Ranch Park Technology Renovation.** *Sponsor: Council Member Sherrie Parks.*

Agenda Item Requestor: Jason Weinstock, IT Director

Summary/Background: Council approved contract negotiations with Felix Media at the March 21, meeting.

The final proposal for the Audio-Visual section has come in under budget at \$231,713.39, and Staff is requesting approval for Administration to sign contracts with Felix Media for the AV section of the DSRP Technology Renovation.

Recommended Council Actions: Approval of the Professional Services Agreement with Felix Media regarding Audio-Visual section for DSRP Technology Renovation.

Attachments: PSA, Felix Media Audio-Visual Proposal

Next Steps/Schedule: Sign contracts.

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the 2nd day of May, 2023 by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **Felix Media Solutions, Inc.**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

- 1. Project Summary:** Ranch Park Event Center Audio-Visual Retrofit plan and procurement and installation of equipment.
- 2. Description of Services.** The City and Contractor agree to the following:
 - a. Contractor shall deliver reports to the IT Director via mail, in person, or other electronic means as appropriate.
 - b. Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
 - c. Contractor will report to the City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
 - d. Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City's public information policies.
 - e. Performs other related duties as needed.
- 3. Scope of Work:** Scope of Work includes all work in Attachment “A”.
- 4. Attachments:** All attachments to this Professional Service Agreement are hereby made part hereof as if fully set out herein
 - a. Attachment A: Proposal
 - b. Attachment B: Certificate of Insurance
- 5. Payment for Services:** The City will pay the Contractor for the performance of the Contract, in current funds, not to exceed two hundred thirty-one thousand seven hundred thirteen dollars and thirty-nine cents (\$231,713.39). Invoices will be submitted monthly based on delivered receivables and payment is due within 30 days of City’s receipt and approval of the invoice.
- 6. Term:** The work will be commenced on or before May 2, 2023, and be completed by August 31, 2023. This Agreement shall be in effect for a period of one year (12 months), unless terminated as provided below or if all work associated with Agreement is completed. Contractor shall start work immediately after the execution of this Agreement.

7. **Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.
8. **Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for engineering services.
9. **Limitations:** During the period the Contractor is covered by this agreement, the Contractor will contact the City in writing if a potential conflict of interest with a third-party client may exist. If the City Council finds that a project for a third-party client of the Contractor has a direct conflict with the City, the City Council shall contact the Contractor in writing. If the conflict of interest cannot be resolved to either party's satisfaction, either the Contractor or the City Council may terminate this Agreement with seven (7) days' notice to the other party.
10. **Employees:** Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.
11. **Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; and (4) Contractor does not boycott energy companies. In addition, a Form 1295 as approved by the Texas Ethics Commission must be submitted through the Ethics Commission website prior to commencement of work.
12. **Injuries/Insurance:** Contractor acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Contractor's employees, if any. Contractor waives the rights to recovery from City for any injuries that Contractor and/or Contractor's employees may sustain while performing services under this Agreement. Contractor is to provide a copy of a certificate of insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City.
13. **INDEMNIFICATION:** CONTRACTOR AGREES TO INDEMNIFY AND HOLD CITY HARMLESS FROM ALL CLAIMS, LOSSES, EXPENSES, FEES, INCLUDING REASONABLE ATTORNEY'S FEES, COSTS, AND JUDGMENTS THAT MAY BE INCURRED BY CITY TO THE EXTENT THAT RESULT FROM NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, CONTRACTOR'S EMPLOYEES, IF ANY, AND CONTRACTOR'S AGENTS.

14. Assignment: Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.

15. Notice: All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Administrator
City of Dripping Springs City
P.O. Box 384
Dripping Springs, TX 78620
512-858-4725

For the Contractor:

Attention: Lionel Felix
Felix Media Solutions, Inc.
3601 South Congress Avenue, H200
Austin, Texas 78704
512-572-1777

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

16. Entire Agreement: This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties. If a conflict exists between this Agreement and Attachment "A", this Agreement shall prevail.

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

18. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

19. Waiver of Contractual Right: The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

20. Applicable Law: The laws of the State of Texas shall govern this Agreement.

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

22. Consequential Damages. Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

23. Site Access and Safety. City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions

for any third parties, including City’s contractors, subcontractors, or other parties present at the site.

CITY OF DRIPPING SPRINGS:

FELIX MEDIA SOLUTIONS, INC.

Michelle Fischer, City Administrator

Date

Date

ATTACHMENT A

ATTACHMENT B



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

Submitted By: Jason Weinstock, IT Director

Council Meeting Date: May 2, 2023

Agenda Item Wording: **Approval of Professional Services Agreement between the City of Dripping Springs and UniVista regarding Network section of the Dripping Springs Rach Park Technology Renovation.** *Sponsor: Council Member Sherrie Parks.*

Agenda Item Requestor: Jason Weinstock, IT Director

Summary/Background: The Council approved contract negotiations with UniVista at the March 21, meeting.

The final proposal for the Network section has come in under budget at \$76,496.84, and Staff is requesting approval for Administration to sign contracts with UniVista for the Network section of the DSRP Technology Renovation.

Recommended Council Actions: Approval of the Professional Services Agreement with UniVista regarding Network section for DSRP Technology Renovation.

Attachments: PSA, UniVista Network Proposal

Next Steps/Schedule: Sign contracts.

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the 2nd day of May, 2023 by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **UniVista LLC**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

- 1. Project Summary:** Ranch Park Event Center Network Retrofit plan and procurement and installation of equipment.
- 2. Description of Services.** The City and Contractor agree to the following:
 - a. Contractor shall deliver reports to the IT Director via mail, in person, or other electronic means as appropriate.
 - b. Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
 - c. Contractor will report to the City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
 - d. Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City's public information policies.
 - e. Performs other related duties as needed.
- 3. Scope of Work:** Scope of Work includes all work in Attachment “A”.
- 4. Attachments:** All attachments to this Professional Service Agreement are hereby made part hereof as if fully set out herein
 - a. Attachment A: Proposal
 - b. Attachment B: Certificate of Insurance
- 5. Payment for Services:** The City will pay the Contractor for the performance of the Contract, in current funds, not to exceed seventy-six thousand five hundred sixty six dollars and ninety-two cents (\$76,566.92). Invoices will be submitted monthly based on delivered receivables or service performed and payment is due within 30 days of City’s receipt and approval of the invoice.
- 6. Term:** The work will be commenced on or before May 2, 2023, and completed by August 31, 2023. This Agreement shall be in effect for a period of one year (12 months), unless terminated as provided below or if all work associated with Agreement is completed.

Contractor shall start work immediately after the execution of this Agreement.

7. **Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.
8. **Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for engineering services.
9. **Limitations:** During the period the Contractor is covered by this agreement, the Contractor will contact the City in writing if a potential conflict of interest with a third-party client may exist. If the City Council finds that a project for a third-party client of the Contractor has a direct conflict with the City, the City Council shall contact the Contractor in writing. If the conflict of interest cannot be resolved to either party's satisfaction, either the Contractor or the City Council may terminate this Agreement with seven (7) days' notice to the other party.
10. **Employees:** Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.
11. **Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; and (4) Contractor does not boycott energy companies. In addition, a Form 1295 issued by the Texas Ethics Commission must be submitted through the Ethics Commission website prior to commencement of work.
12. **Injuries/Insurance:** Contractor acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Contractor's employees, if any. Contractor waives the rights to recovery from City for any injuries that Contractor and/or Contractor's employees may sustain while performing services under this Agreement. Contractor is to provide a copy of a certificate of insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City.
13. **INDEMNIFICATION:** CONTRACTOR AGREES TO INDEMNIFY AND HOLD CITY HARMLESS FROM ALL CLAIMS, LOSSES, EXPENSES, FEES, INCLUDING REASONABLE ATTORNEY'S FEES, COSTS, AND JUDGMENTS THAT MAY BE INCURRED BY CITY TO THE EXTENT THAT RESULT FROM NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, CONTRACTOR'S EMPLOYEES, IF ANY, AND CONTRACTOR'S AGENTS.

- 14. Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
- 15. Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Administrator
 City of Dripping Springs City
 P.O. Box 384
 Dripping Springs, TX 78620
 512-858-4725

For the Contractor:

Attention: Larry Whelan
 UniVista LLC
 P.O Box 218
 Cedar Park, TX 78630
 512-832-6209

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

- 16. Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties. If a conflict exists between this Agreement and Attachment "A", this Agreement shall prevail.
- 17. Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 18. Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 19. Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- 20. Applicable Law:** The laws of the State of Texas shall govern this Agreement.
- 21. Venue:** The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.
- 22. Consequential Damages.** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
- 23. Site Access and Safety.** City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measures for

its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including City’s contractors, subcontractors, or other parties present at the site.

CITY OF DRIPPING SPRINGS:

UNIVISTA LLC

Michelle Fischer, City Administrator

Date

Date

ATTACHMENT A

ATTACHMENT B



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

Submitted By: Aaron Reed, Public Works Director

Council Meeting Date: 05/02/2023

Agenda Item Wording: **Approval of Authorization for Staff to Negotiate and the Mayor to Execute Agreements Related to Easement Acquisition from DS Properties, Siepiela Development Corporation, CF CSLK Carter LLC, and CF CSLK Caliterra LLC.**

Agenda Item Requestor:

Summary/Background: The City needs easements for the West Interceptor from the Caliterra/Carter (Developer) properties. The Developer is required to provide the easements per previous agreements. The City has approved by a Line Extension Ordinance to pay the Developer it's pro rata share of the lines previously constructed in the development. City staff needs to negotiate these agreements and the Mayor or designated representative will need to execute the agreements.

**Commission
 Recommendations:**

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

Attachments:

Next Steps/Schedule:



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

Submitted By: Aaron Reed, Public Works Director

Council Meeting Date: 05/02/2023

Agenda Item Wording: **Approval of Authorization for Staff to Negotiate an Agreement with HCID #1 Relating to Management of Effluent Irrigation at Caliterra and Carter.**

Agenda Item Requestor:

Summary/Background: The Caliterra wastewater utility agreement requires HCID #1 (District) to cover 100% of the costs of O&M of the effluent disposal fields located in the development in exchange for the use of the treated effluent. In the past, the City utilized the same third party to operate the wastewater plant as the District used for the effluent disposal system. Now that the City has taken operations in house, City staff wishes to negotiate an operations agreement with the District for the system. The system is operated under the City's wastewater permit so it is beneficial for the City to have operational control of the system. The City will charge the District a monthly rate to be negotiated for the services plus 100% of all contractor or consultant costs.

**Commission
 Recommendations:**

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

Attachments:

Next Steps/Schedule:



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

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: May 2, 2023

Agenda Item Wording: **Approval of an assignment of the Caliterra Development Agreement.** *Applicant: Development Solutions CAT, LLC.*

Agenda Item Requestor: Development Solutions CAT, LLC

Summary/Background: Development Solutions CAT, LLC has assigned the development to CF CSLK Caliterra LLC. The assignment and assumption agreement meets the requirements in the Development Agreement.

Commission Recommendations: N/A

Recommended Council Actions: Approval of Assignment.

Attachments: Assignment and Assumption Agreement; Development Agreement from 2014.

Next Steps/Schedule: Inform Assignor and Assignee.

After Recording Return to:

CF CSLK Caliterra LLC

1345 Avenue of the Americas

45 Floor

New York, New York, 10105

15/ITC/_____-COM/GMH

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

[CALITERRA]

This Assignment and Assumption of Development Agreement (this "Assignment and Assumption") is entered into to be effective as of December 13, 2021 (the "Effective Date"), by and between DEVELOPMENT SOLUTIONS CAT, LLC, a Delaware limited liability company ("Assignor"), and CF CSLK CALITERRA LLC, a Delaware limited liability company ("Assignee").

RECITALS

- A. Assignor is a party to that certain Development Agreement: Caliterra Subdivision dated effective January 14, 2014, between Development Solutions CAT, LLC, and the City of Dripping Springs, recorded in Vol. 4978, Page 214 of the Official Public Records of Hays County, Texas (the "Development Agreement"), a true, correct and complete copy of which is attached hereto as Exhibit A.
- B. The Development Agreement covers the development of certain real property in Hays County, Texas, more particularly described therein.
- C. Assignor is conveying to Assignee the real property described on Exhibit B attached hereto (the "Transferred Property").
- D. As a part of the conveyance of the Transferred Property, Assignor shall assign all of Assignor's rights and obligations under the Development Agreement and Assignee has agreed to assume all of such rights and obligations under the Development Agreement as more particularly set forth herein.
- E. Assignor and Assignee desire to set forth the terms and provisions regarding the assignment and assumption of the Development Agreement pursuant to the terms of this Assignment.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby sells, conveys, assigns and transfers to Assignee all of Assignor's rights as developer under the Development Agreement with respect to the Transferred Property now existing or hereafter arising or to be obtained, and all other benefits,

variances, approvals, waivers, and exceptions applicable to Assignor and/or the Transferred Property accruing under the Development Agreement.

2. Assumption. Assignee does hereby become the Developer for purposes of the Development Agreement and assume and promise to perform all agreements, obligations, requirements, duties and covenants pursuant to the Development Agreements with respect to the Transferred Property, but only to the extent first accruing from and after the date hereof, as the same relates to the Transferred Property, including, but not limited to all indemnity and defense obligations under the Development Agreement first arising after the Effective Date. Assignor hereby acknowledges that Assignor has retained, and Assignee shall not assume, or be responsible for, any of the obligations or liabilities under the Development Agreements arising or accruing prior to the date hereof.

3. Notices. From and after the date hereof, copies of all notices required to be delivered to Assignee under the Development Agreement with respect to defaults, events of default, or failure to perform shall be delivered to at the following address: c/o Fortress Investment Group, 1345 Avenue of the Americas, 46th Floor, New York, NY 10105 Attention: General Counsel – Credit Funds.

4. Additional Documents. Assignor and Assignee agree to execute and deliver, upon request by the other, such further documents as may be reasonably necessary to evidence the Assignment and Assumption set forth herein and contemplated hereby.

5. Severability. If any word, phrase, clause, paragraph, sentence, part, portion or provision hereof, or the application thereof to any person, entity or circumstance is held to be invalid, the remainder thereof shall nevertheless be valid as though it had been entered into without such invalid word, phrase, clause, paragraph, sentence, part, portion, provision or application.

6. Law/Venue. This Assignment and Assumption is made under and shall be construed under the laws of the State of Texas. This Assignment is made and performable in all respects in Hays County, Texas where venue is hereby laid for all purposes.

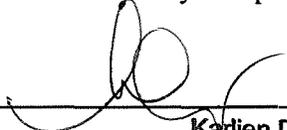
7. Counterparts. This Assignment and Assumption may be executed in multiple counterparts, each of which, executed by the parties, shall be deemed to be an original, but all of which, taken together, shall constitute but one and the same Assignment and Assumption.

[Signature pages follow.]

Item # 7.

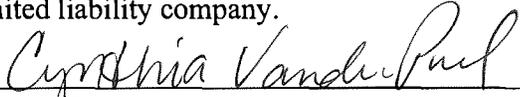
ASSIGNOR:

DEVELOPMENT SOLUTIONS CAT, LLC,
a Delaware limited liability company

By: 
Vice President Karlien De Clerco
Vice President

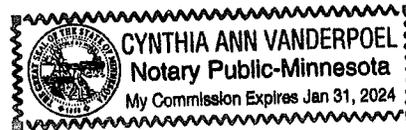
STATE OF MINNESOTA
COUNTY OF HENNEPIN

This instrument was acknowledged before me on the 23rd day of November, 2021, by Karlien De Clerco, as Vice President of DEVELOPMENT SOLUTIONS CAT, LLC, a Delaware limited liability company, on behalf of said limited liability company.


Notary Public in and for the
State of Minnesota

Cynthia Vander Poel
Printed or Typed Name of Notary

My Commission Expires: Jan. 31, 2024



ASSIGNEE:

CF CSLK CALITERRA LLC,
a Delaware limited liability company

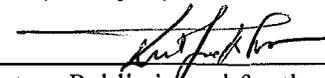
By:



CONSTANTINE M. DAKOLIAS
MANAGING PARTNER

STATE OF New York
COUNTY OF New York

This instrument was acknowledged before me on the 29th day of November,
2021, by Constantine Dakolias as Managing Partner of CF CSLK Caliterra LLC, a Delaware limited
liability company, on behalf of said limited liability company.



Notary Public in and for the
State of New York

Ken Yook Tan

Printed or Typed Name of Notary

My Commission Expires: 11/5/2022

Ken Yook Tan
Notary Public, State of New York
No. 01TA6382883
Qualified in Kings County
Commission Expires November 5, 2022

Item # 7.

Exhibit A

Development Agreement

[See attached.]

Item # 7.

ORIGINAL

14021130 Bk Vol Pg
OPR 4978 215

STATE OF TEXAS

COUNTY OF HAYS

Development Agreement:
Caliterra Subdivision

between:

City of Dripping Springs

and

Development Solutions CAT, LLC, Owner

January 14, 2014

Item # 7.

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 City of Dripping Springs

Approved by City Council
 January 14, 2014

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Calterra Subdivision
 City of Drippings Springs

Approved by City Council
 January 14, 2014

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Caliterra Subdivision
 City of Drippings Springs

Approved by City Council
 January 14, 2014

Development Agreement
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14021130 8k Vol Pg
0PR 4978 219**DEVELOPMENT AGREEMENT**

STATE OF TEXAS

COUNTY OF HAYS

This Development Agreement ("Agreement") is between the City of Dripping Springs, (the "City"), and Development Solutions CAT, LLC, a Texas limited liability company ("Owners"). In this Agreement, the City and Owners are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS:

- WHEREAS,** Owners own approximately 592 acres of land (the "Land") located primarily within the extraterritorial jurisdiction (ETJ) of the City and in Hays County, Texas (the "County"), which is more fully described on the attached *Exhibit A*; and
- WHEREAS,** Owners intend to develop the Land as a master-planned, mixed-use community that will include commercial and residential uses, together with open space, environmental preservation areas, and commercial development to benefit the residents and property owners of the community, as well as other residents of the City, the City's ETJ, and the County; and
- WHEREAS,** the development may also include facilities that will attract and serve tourists and visitors to the area. In this Agreement, the Land, as it will be developed, is sometimes referred to as the "Project;" and
- WHEREAS,** this Land (more or less) is subject to an agreement executed in 1999 (amended in 2002) between the City and Coyote Crew Ranch, Ltd. (to whom the Owners are successors in interest), which addresses annexation (and other matters), which survives enactment of this Agreement; and
- WHEREAS,** the City is located in a rapidly growing area of the County and new construction and land development will impact the future character of the City; and
- WHEREAS,** the City has adopted a Comprehensive Plan to guide the City in planning for future growth and development and the City Council finds that this Development Agreement is consistent with the Comprehensive Plan; and
- WHEREAS,** the City has determined that development agreements with developers of master-planned communities such as the Project will benefit the City by establishing land

Caliterra Subdivision
City of Dripping SpringsApproved by City Council
January 14, 2014Development Agreement
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Bk Vol Ps
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use controls; providing for the construction of appropriate and necessary utility, roadway and drainage infrastructure; encouraging economic development; protecting the environment and helping preserve native habitat and endangered species; and promoting the welfare of the citizens of the City and its ETJ; and

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

WHEREAS, the City and Owners desire that the entire Land be governed by this Agreement.

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

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

WHEREAS, this Agreement *runs with the land*, and thus shall be notarized, then filed in and among the land records of Hays County, and is binding upon subsequent purchasers of the Property, or any portions thereof; and

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

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

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

ARTICLE 1. DEFINITIONS

1.1 General. Words and phrases used in this Agreement shall have the meanings set forth in this section. Terms that are not defined below, but are defined in the City's Code of Ordinances, shall be given the meanings set forth in the Code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words

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used in the present tense shall include the future tense; words in the plural number shall include the singular number (and *vice versa*); and words in the masculine gender shall include the feminine gender (and *vice versa*). The word "shall" is always mandatory, while the word "may" is merely directory.

- 1.2 **Agreement:** This contract between the City of Dripping Springs, Texas and Owners, including all exhibits, which are incorporated herein for all intents and purposes.
- 1.3 **Applicable Fees:** The fees and charges to be paid by Owners to the City with respect to the development of the Land.
- 1.4 **Applicable Rules:** The City Rules that, as modified by the Project Approvals and variances, existed as of the Effective Date. This term does not include regulations mandated by state law, or that are necessary to prevent imminent harm to human safety or property.
- 1.5 **Association:** A community group that is organized with respect to the Land in which individual owners of lots share common interests and responsibilities for costs and upkeep of common space or facilities. The group may take the form of a Property Owners Association or Home Owners Association. The Project may allow for more than one Association.
- 1.6 **Building Code:** The most recent versions of the following building codes adopted by the City by ordinance: International Building Code, International Residential Code, National Electrical Code, International Plumbing Code, International Mechanical Code, International Energy Conservation Code, and the International Fire Code.
- 1.7 **Building Height:** The vertical distance from the average line of the highest and lowest finished grade points of that portion of the lot covered by the building (i.e., newly-established grade after construction) to the highest point of the building. The term shall not include the height of chimneys, spires, towers, and mechanical appurtenances.
- 1.8 **City:** The City of Dripping Springs, an incorporated Type A, general-law municipality located in Hays County, Texas.
- 1.9 **City Administrator:** The chief administrative officer of the City of Dripping Springs, Texas. The term also includes the Deputy City Administrator.
- 1.10 **City Council:** The governing body of the City of Dripping Springs, Texas.
- 1.11 **City Engineer:** The person or firm designated by the City Council as the engineer for the City of Dripping Springs, Texas.

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- 1.12 City Rules:** The entirety of the City's ordinances, regulations and official policies, except as modified by this Agreement.
- 1.13 Conceptual Plan:** The conceptual plan of the Project attached as *Exhibit B*, as it may be amended from time to time in accordance with this Agreement.
- 1.14 County:** Hays County, Texas.
- 1.15 District(s):** The Hays County Development District No. 1, a conservation and reclamation district authorized pursuant to Texas Constitution Articles III, Section 52, or Article XVI, Section 59, possessing the powers under Chapter 49 and 51 of the Texas Water Code, and Chapters 375 and 383 of the Texas Local Government Code, as more fully described in Chapter 1503, Acts 77th Legislature, Regular Session 2001, that includes the Land or portions thereof and any subsequent district or districts.
- 1.16 Dwelling Unit:** Real property improved with a house, apartment, condominium, or similar improvement that provides basic living accommodations including sleeping space, bathroom and cooking facilities.
- 1.17 Effective Date:** The date upon which this Agreement is executed by all Parties.
- 1.18 Impervious Cover:** Buildings, parking areas, roads, and other impermeable man-made improvements covering the natural land surface that prevents infiltration. For further clarification on what is considered impervious cover under this Agreement, the TCEQ's Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer (Revised) shall be utilized by the Parties. Additionally, impervious cover assumptions for residential tracts, identified in the TCEQ publication RG 348A, shall be utilized to determine impervious cover on residential lots.
- 1.19 Impervious Cover Percentage:** The percentage calculated by dividing the total acres of impervious cover on the Land by the total number of acres included in the Land. In the calculation of impervious cover, the following shall be characterized as *pervious* for all purposes: open space, greenbelt, mitigation land, parkland, irrigation field, flood plain, unlined water quality and/or drainage facility and/or area, unlined detention facility, effluent holding pond, swale, irrigation area, playground, athletic fields, trails and sidewalks constructed of pervious materials as determined by the City Engineer adjacent to public rights-of-way, recreational facilities, and open space.
- 1.20 Land:** Approximately 592 acres of land, in Hays County, Texas, more fully described on the attached *Exhibit A*.
- 1.21 Mitigation Land:** A tract of real property designated by Owners to alleviate or lessen any adverse impacts of the Project. Mitigation land shall be preserved in perpetuity through conservation easements and/or deed restrictions.

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- 1.22 Open Space:** A tract of real property not occupied by any structures or impervious surfaces. A tract of real property designated by a public or private entity as accessible by the public for active or passive recreation shall qualify as Open Space. Property included within the confines of individual residential lots shall *not* qualify as Open Space under this Agreement.
- 1.23 Owners:** Development Solutions CAT LLC, and any subsequent owner(s).
- 1.24 P&Z:** The Planning and Zoning Commission, a volunteer citizen advisory board of the City of Dripping Springs that has been granted specific land use and development regulatory authority pursuant to City ordinances and state statutes.
- 1.25 Project:** The Land, as it will be developed under this Agreement pursuant to the Conceptual Plan, attached as *Exhibit B*. The City may consider and approve modified Conceptual Plans that become necessary for Owners to obtain governmental permits, licenses and other approvals. The Project may include multiple phases for platting purposes.
- 1.26 Project Approvals:** The approvals, variances, alternative standards, waivers and exceptions to the Applicable Rules approved by the City with respect to the development of the Land, as set forth on the attached *Exhibit C*.
- 1.27 Recreation:** Leisure time activities. Active Recreation involves active or energetic activities that are often performed with others, involves the use of equipment, and takes place at prescribed places, sites or fields (including, but not limited to, playground activities, swimming, hiking and cycling). Passive Recreation involves activities that are relatively inactive or less energetic (including, but not limited to, board games, picnicking, and walking).
- 1.28 TCEQ:** Texas Commission on Environmental Quality, or its predecessor or successor agencies.
- 1.29 TxDOT:** Texas Department of Transportation, or its successor agencies.
- 1.30 Effective Date:** The date that this Agreement is executed by duly-authorized representatives of both the City and Owners.
- 1.31 WTCPUA:** The West Travis County Public Utility Agency, being a publicly owned water and wastewater utility, servicing Western Travis County and Northern Hays County, Texas.

ARTICLE 2. PUBLIC BENEFITS, INFRASTRUCTURE & AMENITIES

- 2.1 Orderly Growth:** The City desires that development within its ETJ occur in an orderly manner in order to protect the health, safety and welfare of the City's present and future citizens; preserve the environment; enhance property values; and provide for expansion of the City's tax base and municipal boundaries. This Agreement will benefit the City by facilitating the development of a master-planned community within an appropriate area of the City's ETJ and its municipal boundaries, which will allow for thoughtful and high-quality planning, the development of necessary roadways and utility facilities, the provision of required fire protection services, and the development of a balanced community that includes commercial, residential, civic and recreational uses. Through this Agreement, the City is furthering its land planning objectives by imposing in the ETJ components of the City's rules for Zoning, Lighting, Building, Exterior Design (for Commercial tracts), Signs and Landscaping.
- 2.2 Economic Development:** The development of the Project as a master-planned, mixed-use community will benefit the City by providing new employers and an expanded job market for the residents of the City and its ETJ; furthering the development of an expanded commercial tax base; and increasing the services that will be available to residents of the City and its ETJ.
- 2.3 Provision of Housing:** The development of the Land under this Agreement is intended to provide a range of housing prices for the City's present and future citizens and, as currently contemplated by the City's Comprehensive Plan, to allow the development of housing that will minimize negative environmental impacts and promote the aesthetic enhancement of the City and its ETJ. Further, the development of housing in accordance with this Agreement will promote safe and attractive housing conditions and a self-sustaining community.
- 2.4 Water & Wastewater Infrastructure:**
- 2.4.1. Water:** Potable water service will be provided by the Dripping Springs Water Supply Corporation (retail).
- 2.4.2. HCDD No. 1 Wastewater:** The District has obtained a permit from the TCEQ to treat wastewater and dispose of treated effluent within the Project. If the City does not have capacity to treat and dispose of wastewater from the Project, wastewater may be treated and disposed of via the District's permit and facilities.
- 2.5 Recreation & Tourism:** The City has established goals of increasing the availability of park and recreational facilities to serve the residents of the area, and enhancing the attractiveness of the City as a tourist destination. The development of the Project, as

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contemplated by this Agreement, will further these current City goals in the following ways:

- 2.5.1 Open Space:** The Project will include approximately 150 acres of community parkland, playgrounds, and open space, that may include (among other items) greenbelts, irrigation, parks, community parkland, open space, active recreational areas, greenbelts, and mitigation land and conservation easements. At the discretion of Owners, portions may be dedicated to the City with the City's acceptance and approval, the County, a homeowner's association with assessment powers, or the District. The Conceptual Plan attached as *Exhibit B* describes the open space usage.
- 2.5.2 Operation & Maintenance:** The operation and maintenance of the dedicated open space shall be the responsibility of the District, or other non-city sources approved by the City until such open space is dedicated to another entity for operations and maintenance as approved by the City.
- 2.5.3 Public Access:** The Owners and the City may at a later date agree to designate certain portions of Open Space as open to the public for environmental or safety purposes as shown on *Exhibit B* (Conceptual Plan).
- 2.5.4 Master Parks & Open Space Plan; Parkland Dedication:** Owners agree to comply with the City's Parkland Dedication Ordinance. Owners agree to prepare a Master Parks & Open Space Plan ("MP & OS Plan"), subject to the City's approval, governing all parkland and open space within the Project. Owners shall submit to the City a MP & OS Plan within one (1) year of the Effective Date. Under this Agreement, it is not sufficient to meet parkland requirements on an individual plat basis; instead, all parkland requirements shall be tracked collectively through a matrix within the MP & OS Plan. Elements of the MP & OS Plan shall include a schedule and budget for proposed improvements and location of parkland. The MP & OS Plan shall delineate the extent of public use of the Open Space and address any limitations on public access. Owners agree to provide public access to Onion Creek, as will be specified in the MP and OS Plan, which may contain reasonable restrictions on use, such as posted hours, and limitations on camping and swimming.

Prior to MP and OS Plan approval, concurrent with platting of each phase of the project, Owners will designate specific parcels as parkland for the lots being platted at that time in compliance with the Parkland Dedication Ordinance. Following MP and OS Plan approval, each plat submission will comply with the approved MP and OS Plan.

- 2.6 Fees:** In consideration of the City's covenants and concessions contained within this Agreement, and in order to assure that the City does not incur uncompensated expenses

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in connection with this Agreement and the development of the Land under this Agreement, Owners agree to pay to City certain development fees (as herein defined) as follows:

2.6.1 Administrative and Professional Fees: Owners have established an initial deposit of the Administrative & Professional Fees of Fifteen Thousand dollars (\$15,000.00) with the City, which is intended to cover all actual City costs comprised of legal, architectural, land planning and engineering fees, and related administrative expenses, directly associated with the evaluation, negotiation and drafting of this Agreement and the City's consent to the creation of the District within the City's extraterritorial jurisdiction. If the initial deposit proves to be insufficient, Owners shall remit additional funds as directed and deemed necessary by the City. Excess funds in escrow will be credited toward other fees owed by Owners to City (if any). Any final balance remaining in escrow shall be refunded to the Owners upon completion of the Project.

2.6.2 Development Agreement Fees:
Development Agreement Fee: Owners will pay balance (i.e., remaining 50%) of the Development Agreement Fee upon approval of the Agreement by the City Council and prior to execution of the Agreement by the City.

2.6.3 Subsequent Development Fees: Fees for all other applications or portions of applications not covered by Section 2.6.2 for the Project shall be subject to the then current applicable City fee schedules and charges.

2.7 Environmental Protection: Owners will comply with the following natural resource laws and regulations, to the extent applicable and consistent with the TCEQ Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer (Revised):

2.7.1 Aquifer Protection: The Land lies within the Barton Springs Segment of the contributing zone to the Edwards Aquifer. Accordingly, Owners will comply with all applicable TCEQ regulations, including but not limited to Edwards Aquifer Rules, 30 TAC 213, as may be amended.

2.7.2 Waterway Protection: Owners shall obtain authorization from and comply with the rules and regulations established by federal, state and local governmental entities regarding waterway protection.

2.7.3 Stormwater Controls: Owners will prepare and implement a stormwater pollution prevention plan in compliance with the TCEQ's Texas Pollution Discharge Elimination System stormwater general permit, or the National Pollution Discharge Elimination System general permit, for construction related stormwater discharges.

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- 2.7.4 Endangered Species:** Owners will seek to ensure that the Project will not jeopardize the continued existence of listed endangered species or destroy or adversely modify their critical habitat in accordance with the federal Endangered Species Act. Owners must provide City with documentation verifying the Project's compliance with the TCEQ Optional Enhanced Measures prior to construction.
- 2.7.5 Voluntary Measures:** Owners will implement numerous voluntary environmental protection measures for the benefit of the Project, including:
- (a) Owner Education:** Owners will implement an education program to further the protection of the environmental resources in the Project. The program shall include, but shall not be limited to, the dissemination of pamphlets and newsletters to educate residents and property owners within the Project about the natural resources of the area and methods of environmental resource protection. Specifically, the educational program will address watershed protection; water conservation; native landscaping; species preservation; rain water harvesting; the dangers of using pesticides, fertilizers, and herbicides in the Onion Creek watershed; the promotion of organic fertilizers and herbicides; and the proper disposal of wastes.
 - (b) Public Education:** Owners agree to collaborate with the City, the County, WTCPUA, USFWS and local school districts to explore the opportunities for public education regarding preservation of the environment using the Project as an example.
- 2.7.6 Required Measures:** Owners shall implement numerous environmental protection measures for the benefit of the Project, including:
- (a) Buffering:** In order to protect water quality, Owners shall provide buffering of sensitive drainage areas within the Project in accordance with TCEQ's Optional Enhanced Measures. The approximate location of all buffer zones required by TCEQ shall be identified on *Exhibit D*.
 - (b) Landscaping; Landscapes:** Owners shall comply with the City's Landscaping Ordinance as amended in all commercial areas. Owners may require residential areas to comply with the City's Landscape Ordinance. Owners agree that the use of native species of plant materials will be utilized throughout the Project attached as *Exhibit E*. Turf grasses on any lot within the Project shall be limited to Zoysia, Buffalo or Bermuda grasses. Other grasses may be approved by the City Administrator for lots utilizing drip irrigation systems. In no event may St. Augustine grass be used. The plant list attached as *Exhibit E* is approved and may be used.

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(c) **Exterior Design & Architectural Standards:** Within the commercial area, Owners shall comply with the City's Exterior Design & Architectural Standards Ordinance, as may be amended.

2.7.7 Wells; Water Conservation Plan: City agrees that water wells are permitted to be drilled on the Land. Existing and new wells may be utilized only for wet pond make-up water, effluent holding pond make-up water, all agricultural uses, community gardens, and irrigation of open space, except during times of drought, as permitted by the Hays Trinity Groundwater District.

2.8 Water Quality Protection: The District and Owners shall comply with the standards in TCEQ's RG-348A publication in lieu of the City's Water Quality Protection Ordinance. Except as City allows by variance, Owners shall comply with the City's Water Quality Ordinance and Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer, and said Ordinance shall apply to this Agreement.

As indicated in *Exhibit D (Buffer Zones)*, the Project's water quality protection plan will include the establishment of natural buffer areas adjacent to streams and natural drainage ways to help maintain predevelopment water quality. The natural buffer areas will also provide an area to filter overland flow from adjacent development. Therefore, streams shall have a native vegetation buffer on each side as follows:

- Streams draining 640 acres (one square mile) or greater shall have a minimum buffer of 300 feet from the centerline on each side of the stream.
- Streams draining less than 640 acres but 320 or more acres shall have a minimum buffer of 200 feet from the centerline on each side of the stream.
- Streams draining less than 320 acres but 128 or more acres shall have a minimum buffer of 100 feet from the centerline on each side of the stream.
- Streams or swales draining less than 128 acres but 40 or more acres shall have a minimum buffer of 50 feet from the centerline on each side of the drainage.
- Streams or swales draining less than 40 acres but 5 or more acres shall have a minimum buffer of 25 feet from the centerline on each side of the drainage.

Additionally, in an effort to achieve a higher pollutant load removal than required by the TCEQ's Optional Enhanced Measures and to demonstrate to the City the Owners' interest in preserving water quality, rather than just providing one water quality best management practice (BMP), the Owners shall operate 2 or 3 BMPs in series to help preserve water quality. The following table lists the BMPs proposed to be operated in series to satisfy both the TCEQ's and the City's water quality protection requirements.

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Proposed BMPs Operating in Series		
1st BMP	2nd BMP	3rd BMP (if applicable)
Sand Filtration	Engineered Filter Strip	Natural Filter Strip
Wet Pond	Engineered Filter Strip	None
Bioretention	Engineered Filter Strip	None
Engineered Filter Strip	Grassy Swale	None
Engineered Filter Strip	Natural Filter Strip	None
Grassy Swale	Sand Filtration	Natural Filter Strip
Grassy Swale	Wet Pond	Natural Filter Strip
Grassy Swale	Bioretention	Natural Filter Strip
Extended Detention	Bioretention	Natural Filter Strip

Storm water runoff from the project will be treated by a combination of the water quality treatment strategies identified above. For residential lots draining away from roadways and sheet flowing onto adjacent open areas, natural buffers areas, or natural filter strips, no further treatment or water quality easements will be necessary. Given that the project is subject to an Integrated Pest Management (IPM) plan, adequate water quality treatment for these residential lots will be achieved by the vegetated pervious areas located within each respective lot and/or the adjacent open areas, natural buffers areas, or natural filter strips lying down gradient.

ARTICLE 3. PROPERTY DEVELOPMENT

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

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

Owners have authority to develop the Property in accordance with the Applicable Rules, as modified by any exceptions contained in the Project Approvals and this Agreement.

3.2 Project Approvals & Entitlements:

3.2.1 Project Approvals & Variances; Future Modifications: The Project Approvals set forth in *Exhibit C* (the "Project Approvals"), and the variances, special exceptions and alternative standards also in *Exhibit C*, upon approval by all required City boards and commissions and the City Council, will be granted by the City with respect to the development of the Land. Any additional variance affecting and relevant to this Project shall be subject to any and all applicable ordinary City variance approval procedures. Future modifications to this Agreement mutually agreed upon by City and Owners shall not subject any other portion of this Agreement to modifications.

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

3.2.3 Density of Development:

- (a) **Residential:** Owners will have the right to develop no more than 600 Single-Family residential lots on the Land within the area identified on the Conceptual Plan as *Residential*.
- (b) **Commercial:** Notwithstanding any other allowed uses or limitations established by the City Rules, Owners will have the right to develop no more than 170 Dwelling Units on the Land within the area identified on the Conceptual Plan as *Commercial*.

3.2.4 Land Use; Zoning Change: For purposes of this Agreement the following shall be allowed within areas noted as residential areas: single-family residences and related structures; duplex residential units; townhomes, condominiums; schools, parks, sports and playground facilities; community centers; churches; fire/police/medical protection facilities; water and wastewater facilities; amenities centers; and similar type uses (the "Residential Uses"). Commercial uses for purposes of this Agreement may include multi-family, hotels, spa, related facilities, maintenance facilities, and other commercial/retail and office uses. Open space will include the open space/landscape areas. Areas classified as street right-of-way (R.O.W.) will include all public street R.O.W., shared access drive

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easements within the final plat, and Ranch Road 12 dedicated R.O.W. Any use that would be allowed in a residential use area will be allowed in commercial use areas. Upon the effective date of this Agreement, Owners shall apply for a zoning change to General Retail (GR) for the approximate 24 acres marked as Commercial in the Conceptual Plan.

3.2.5 Impervious Cover: Owners may develop the Project with an Impervious Cover Percentage that does not exceed cumulatively and in the aggregate **twenty-five percent (25%)** over the entire Project, including the commercial area. Owners shall have the right to apportion impervious cover limits on a lot by lot or use by use basis, and may apportion such limits as it deems desirable so long as the overall limitation herein specified is not exceeded. Owners may count in density and impervious cover calculations land designated as landscape/open space, parks, or similar areas as pervious areas. Areas within City limits upon execution must comply with the City's impervious coverage regulations in place at time of execution.

3.2.6 Phasing of Development: The calculation of impervious cover, parkland requirements, lot averaging and similar requirements shall be determined and calculated on a whole project basis. Each plat filed with the City shall contain a chart indicating the amount of impervious cover, LUE use, and parkland required for the entire Land, the amount associated with prior platted areas and the amount associated with the area subject to such plat. The chart shall also show the average lot size computation for the Land as a whole and resulting from the plat and prior platted areas.

3.2.7 Replatting: Any portion of the Property may be replatted to change the use or designation of that previously platted portion so long as the entire platted portion of the Property meets the requirements of this Agreement, the Applicable Rules, and state law. No replat shall result in the Project increasing the density as defined in Section 3.2.3. Such replatting shall be deemed controlled by this Agreement as if the same were an original platting of such replatted portions.

3.2.8 Height: Building Height is limited to forty feet (40').

3.3 Further Approvals:

3.3.1. Upon the Effective Date of this Agreement, Owners have the authority to develop the Land consistent with the Project Approvals and in accordance with this Agreement. Any future approvals granted in writing by the City for such development, as well as any written amendments to the Project Approvals, will become a part of the Project Approvals.

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- 3.3.2. The City agrees that preliminary plats, final subdivision plats and construction documents submitted in accordance with this Agreement will be reviewed, and processed in accordance with this Agreement, the Code of Ordinance, and state law.
- 3.3.3. Notice of the submission of final subdivision plats and construction documents shall be given in accordance with the Subdivision Ordinance. The final authority for approval of final subdivision plats and construction documents shall be as designated by the Subdivision Ordinance.
- 3.3.4. Construction plans consistent with this Agreement and the Applicable Rules can be approved prior to approval of Final Plat.
- 3.4 **Standard for Review:** The City's review and approval of any submissions by Owners will not be unreasonably withheld, conditioned, or delayed. The City will review any plans, plat or other filing by Owners in accordance with the applicable City's ordinances, state law and this Agreement within 30 days of submittal. If any submittal is not approved, the City will provide written comments to Owners within the 30 day review period specifying in detail all of the changes that will be required for the approval of the submittal. Within fourteen (14) days of the date the changes specified in the City's written comments are made by Caliterra and the revised submittal is delivered to the City, the City will approve the submittal or request a revised resubmittal. Time does not begin (i.e., is not deemed submitted) until any submittal/resubmittal is deemed administratively complete by the City.
- 3.5 **Conceptual Plan Amendments:**
- 3.5.1 Due to the fact that the Project comprises a significant land area and its development will occur in phases over a number of years, modifications to the Conceptual Plan may become necessary due to changes in market conditions or other factors. In order to provide flexibility with respect to certain details of the development of the Project, Owners may seek changes in the location and configuration of the use classifications shown on the Conceptual Plan, including changes within the proposed residential, commercial, mitigation land or open space areas shown on the Conceptual Plan. Such changes will require an amendment to the Conceptual Plan by the Planning & Zoning Commission, and City Council.
- 3.5.2 The City acknowledges that Owners and/or District may, in the future, desire to acquire and add additional land into the District's boundary that has a shared boundary with the Land. If Owners acquire any such additional property that it desires to add to the Project and make subject to this Agreement, the Owners will give written notice to the City of the acquisition, which will include a description of the property that has been acquired and a proposed conceptual plan for that

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property. The Owners shall properly apply to the City for an amendment to this Agreement to add the Land and shall pursue the City's ordinary development agreement approval process. The City's approval of the addition of property will be processed in accordance with the Applicable Rules and fees.

3.5.3 The City Administrator shall be responsible for consideration and approval of such administrative amendments to the Conceptual Plan. The City Administrator may defer such approval to the City Council at the City Administrator's discretion. Further, minor changes as defined by the City Administrator, that are proposed for the Conceptual Plan that do not result in an increase in the overall density of development of the Land or increase the Impervious Cover Percentage of the Project, and which otherwise comply with the Applicable Rules and this Agreement may be approved by the City Council. Similarly, minor variations of a preliminary plat or final plat from the Conceptual Plan that are approved by the City Administrator that do not increase the overall density of development of the Land or increase the overall Impervious Cover limit of twenty five percent (25%), and which otherwise comply with the Applicable Rules, and this Agreement will not require an amendment to the Conceptual Plan.

3.6 Term of Approvals: The Conceptual Plan, the Project Approvals, and any preliminary plat or final plat approved pursuant to this Agreement will be effective for the term of this Agreement unless otherwise agreed by the Parties.

3.7 Extension of Permits & Approvals: In no instance shall any permits or approvals be extended beyond the duration of this Agreement; however, any permit or approval under this Agreement or granted by the City pursuant to, or in accordance with, this Agreement shall be extended for any period during which performance by any Owner is prevented or delayed by action of a court or administrative agency, or an Owner is delayed due to failure to receive a governmental permit despite demonstrable diligent efforts to obtain said permit.

3.8 Initial Brush Removal: Owners may mechanically remove brush without material soil surface disruption prior to receiving approval of plats in order to determine the location of roads, lots, utilities and drainage areas with regard to preservation of environmental features. Prior to the phase plat approval, Owners may remove any tree with a trunk having a diameter less than six (6") inches measured four (4) feet above the base (ground elevation) of the tree. Prior to that plat approval, Owners will not materially alter the existing drainage patterns prior to receiving City approval for Construction Plans. Owners shall ensure that as much area as possible is left undisturbed for as long as reasonably possible.

3.8.1 The use of track vehicles is acceptable provided that a preconstruction conference is held on-site with the Owners (or Owners' representative as Developer),

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contractor, and City Administrator. During the conference the Owners will provide the City with the following information:

- (a) the area to be cleared.
- (b) a current aerial photograph that is 3" pixel resolution with Texas State Plane Coordinate, South Central Zone, NAD 83, survey feet is an adequate substitute for a ground tree survey.
- (c) the area to be cleared having been marked on a survey with the Water Quality Buffer Zones (WQBZ) and other environmental features marked out for being avoided.
- (d) an erosion control plan must be submitted showing what will be in place to manage stormwater runoff, to include silt fencing, rock berms, etc.

3.8.2 Work within a WQBZ must be limited to rubber-tired vehicles or hand-clearing only taking care to stay out of the stream itself. A written plan for work to be done within a WQBZ must be submitted to and approved by City staff prior to any work, describing: (a) work methods, (b) proposed equipment, (c) scope of work, and (d) restoration plans for once work is done.

3.9 Oak Wilt:

- (a) During construction of streets, drainage and utilities, Owners will utilize reasonable measures to prevent the spread of Oak Wilt caused by the fungus *Ceratocystis Fagacearum*. Tree removal will be in accordance with generally-accepted best practices. Owners will include the requirement to utilize reasonable Oak Wilt measures in all agreements for construction of streets, drainage and utilities for the Project.
- (b) Deed restrictions for all plats of the Property will include covenants imposing reasonable Oak Will prevention measures on all subsequent owners of the Property.

3.10 Building Code: Owners agree that all habitable buildings shall be constructed in accordance with all building or construction codes that have been adopted by the City. Fees for all building permits or building inspections by the City or the City's designee under this section shall be paid by builders. Building permit and building inspection fees are not included among the fees specifically listed in this Agreement.

3.11 Fiscal Security for Improvements: The Owners shall be required to provide fiscal security prior to recording the associated approved final plat. In lieu of providing fiscal security, the Owners may secure approval of the final plat and construction plans and then construct the improvements in accordance with the approved construction plans. Only once the improvements are constructed and accepted for maintenance, the Owners may then record the approved final plat. The City Administrator recognizes that the

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County and/ or District may require construction and maintenance bonds for improvements.

- 3.12 Deed Restrictions:** Owners agree that all restrictive covenants for the Project shall reinforce the provisions of this section and be applied to all builders and subsequent buyers, and shall be appropriately drafted and filed to effectuate this intent and Agreement. Deed restrictions shall not be construed to replace or supersede the Applicable Rules.
- 3.13 Highway Access:** The roadway cuts shown on *Exhibit B* are approved by the City as of the Effective Date. All roadway and driveway cuts onto Ranch Road 12 not shown on *Exhibit B* shall be subject to the approval of the City, which approval shall not be unreasonably withheld. Owners and/or the District agree to construct and fund acceleration lanes, deceleration lanes, and traffic control devices required by TxDOT.
- 3.14 Option for Private Gated Section(s):** The Owners and the City hereby agree that the Owners may elect to develop one or more sections of the Project as private, gated sections, under the following conditions:
- 3.14.1** The City or County shall not be responsible for the ownership or maintenance of private streets within such sections; and
- 3.14.2** Streets within such sections shall be owned and maintained by the HOA, a District, or such other entity as chosen by the Owners and approved by the City; and
- 3.14.3** Dripping Springs Independent School District ("DSISD") and the providers of fire, law enforcement and emergency medical services for the Project must approve the street standards and design and operation and private gates to be utilized for such streets prior to construction. The design and operation of private, gated sections shall comply with all applicable requirements of the DSISD or such Independent School District with jurisdiction over the Property.
- 3.15 Slope Protection & Treatment:** The Property has bands of existing slopes that exceed fifteen percent (15%). Owner has minimized the construction in these areas; however, development will necessitate some construction in these areas in order to develop the site. Construction may occur on slopes that exceed 15% if the following criteria and design standards are met:
- 3.15.1.** Designs shall be based on commonly accepted Geotechnical, Structural, Drainage and Water Quality Engineering practices, including local design criteria.
- 3.15.2.** Designs and aesthetic treatments shall be consistent throughout the Project. Aesthetic treatments of exposed graded slopes, retaining walls and foundations shall be designed and graded in accordance with generally accepted engineering

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practices. To the extent reasonably practical, Owners will require builders to shield exposed retaining walls and foundations with vegetation and/or fencing or other methods where reasonably practical or desirable to shield view of the exposed retaining wall or foundation. The methods will be included by the Owners in the subject to Deed Restrictions / CCRs.

ARTICLE 4. ADDITIONAL MATTERS

- 4.1 Fire Protection:** Upon consultation with Emergency Services District (ESD) 6, Owners shall submit to City plans for emergency access points (e.g., crash gates) – if any -- during the platting phase of each development.
- 4.2 Lighting:** Except as provided herein and in *Exhibit C*, Owners agree to comply with the City's Lighting Ordinance in effect as of the Effective Date. Street lighting must first be approved by the City prior to installation.
- 4.3 Signage:** Owners agree to comply with the City's Sign Ordinance in effect as of the Effective Date, except as follows:
- 4.3.1 Master Signage Plan:**
Owners will submit a Master Signage Plan within one year of the effective date of this Agreement.
- 4.3.2 Subdivision Identification Sign:** Notwithstanding anything to the contrary in the City's Sign Ordinance, Owners may incorporate three subdivision identification sign features into the subdivision entry monumentation and architectural features at the Project's main entrance along Ranch Road 12 (the "Entry Features"). Without a variance, the area of each sign incorporated into the Entry Features may not exceed thirty-two (32) square feet, measured as the rectangular area including the signage lettering but excluding the other area of the hardscape Entry Features. The Entry Features shall not exceed thirty-six feet (36') in height. The subdivision identification sign cannot be more than six feet (6') measured at the average grade of the road (i.e., a cross-section of Ranch Road 12 measured at the edge of the pavement).
- 4.3.3 Neighborhood Signs and Monuments:** Owners may construct a subdivision monument sign (in accordance with the size limitations of Section 26.06.064 of the City's Sign Ordinance, as amended) at the entrance to each discreet neighborhood, subdivision, or section of lots within the Project.
- 4.3.4 Future Variances to Sign Ordinance:** Future variances to the City's Sign Ordinance required for the Project or alternative signage standards for the Project

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are subject to City Council approval in accordance with the City's Sign Ordinance.

- 4.4 Annexation:** Within 180 days of the Effective Date, Owners and City will enter into a separate agreement regarding future annexation of land within the District, and will reach a conforming agreement with the District on a Dissolution Agreement to be executed by the City and the District. During that six-month period, the City will not annex or attempt to commence annexation of Land within the District prior to execution of the annexation and dissolution agreements.

4.4.1 Land Uses. Contemporaneously with the annexation of land located within the Project as described on *Exhibit B*, the City will zone any undeveloped property within the District consistently with the land uses shown on the Conceptual Plan, as it may be amended or adjusted by the District, and will zone all developed property consistently with the land uses in existence on the date of annexation.

- 4.5 Infrastructure Construction & Inspections:** The District will be responsible for construction, operation and maintenance of all water, wastewater and drainage infrastructure within its boundaries except as provided in this Agreement. The District and the Dripping Springs Water Supply Corporation will have the right to review and approve all plans and specifications for water system infrastructure, and to inspect all such infrastructure during construction and prior to acceptance for operation and maintenance. In order to avoid duplication of effort and unnecessary costs, no City review of water plans and specifications or City inspection of these facilities will be required. However, the City, may, at its option, review plans and specifications for infrastructure other than the water system, and provide comments to the District within thirty (30) days of requesting the plans and specifications to review. The District shall consider all comments promptly provided by the City. The City will collect no related fees other than those fees provided elsewhere in this Agreement. A copy of each set of approved plans and specifications and a copy of all inspection certificates will be filed with the City. All water, wastewater, and drainage infrastructure within the Land shall be designed and built in accordance with the rules, regulations and specifications of the TCEQ, which rules, regulations and specifications are adopted as the governing rules, regulations and specifications for the water utility infrastructure constructed to serve the Land.

- 4.6 Cemetery:** Owner will erect a fence where the Project's lots abut Phillips Cemetery. The fencing will be consistent with *Exhibit F*. Owners must apply for and receive a building permit from the City prior to construction of the fence. Owners' permit application to the City shall include a letter of support for the fence design from the cemetery's board of directors.

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ARTICLE 5. AUTHORITY

5.1 Term:

- 5.1.1 Initial Term.** The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years thereafter ("Initial Term"), unless sooner terminated under this Agreement. After the Initial Term, the Agreement may be extended for up to three successive five (5) year periods by Owners, with City's approval, by delivering written notice of such election to the City on or before the expiration of the then-current term.
- 5.1.2 Extensions.** In order to extend the term of this Agreement beyond the Initial Term and the three five-year extension periods described in 5.1.1, Owners must notify the City in writing at least one hundred eighty (180) days prior to the last day of the then-current term that it wishes to renew this Agreement. The City will then place the renewal of this Agreement on the agenda for the next regularly scheduled meeting of the City Council for consideration. The renewal of this Agreement by the City after the Initial Term and three (3) five (5) year extension periods will be at both the City's and Owners' discretion, and the parties agree that neither the City nor Owners is under any obligation to renew this Agreement after the Initial Term. The total duration of this Agreement and any successive renewals shall not exceed thirty (30) years.
- 5.1.3 Expiration.** After the Initial Term and any extension, this Agreement will be of no further force and effect, except that termination will not affect any right or obligation arising from Project Approvals previously granted.
- 5.1.4 Termination or Amendment.** This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the City and Owners, or may be terminated or amended only as to a portion of the Land by the mutual written consent of the City and the Owners of only the portion of the Land affected by the amendment or termination.
- 5.2 Authority:** This Agreement is entered under the statutory authority of Sections 42.044 and 212.172 of the *Local Government Code*. The Parties intend that this Agreement guarantee the continuation of the extraterritorial status of portions of the Land as provided in this Agreement; authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning upon annexation of any portion of the Land to the City.
- 5.3 Applicable Rules:** As of the Effective Date, Owners have initiated the subdivision and development permit process for the Project. The City agrees that, in accordance with

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Chapter 245, *Local Government Code*, the City will consider the approval of any further approvals necessary for the Project based solely on the Applicable Rules, as modified by the Project Approvals and this Agreement. Further, the City agrees that, upon the Effective Date, Owners have vested authority to develop the Land in accordance with the Applicable Rules, as modified by any exceptions contained in the Project Approvals and this Agreement.

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

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deferral of the County's plat and plan approval powers to the City for all plats and public infrastructure within the Project, other than roadway infrastructure that will be dedicated to the County for operation and maintenance after construction. Roads shall be subject to County review, inspection and approval prior to dedication to the County, unless the property is annexed by the City in which case the City would maintain the roads.

- 5.6.3** The City acknowledges that the District(s) may in the future seek State or federal grant matching funds to finance certain park, recreational and environmental facilities within the Project. The City agrees to cooperate with and support these efforts to obtain grant funding that do not interfere with or conflict with the City's efforts to secure similar funding, including entering into joint use agreements with the District, in furtherance of the City's goal of making additional park, environmental and recreational facilities available to the area. Provided, however, the City will have no financial obligation associated with this activity.
- 5.6.4** Owners, the District, and the City agree to cooperate in granting each other easements, as necessary, for water and wastewater transmission lines, or other utility easements to effectuate the purpose of this Agreement.
- 5.7** **Litigation:** In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Owners and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the City Council. The filing of any third party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction. The City agrees not to stipulate or agree to the issuance of any court order that would impede or delay the City's processing or issuance of approvals for the Project.

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ARTICLE 6. GENERAL PROVISIONS

6.1 Assignment & Binding Effect:

- 6.1.1 This Agreement, and the rights and obligations of Owners hereunder, may be assigned by Owners to a subsequent purchaser of all or a portion of the undeveloped property within the Project provided that the assignee assumes all of the obligations hereunder. Any assignment must be in writing, specifically describe the property in question, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City and recorded in the real property records as may be required by applicable law. Upon any such assignment, the assignor will be released of any further obligations under this Agreement as to the property sold and obligations assigned.
- 6.1.2 If Owners assign its rights and obligations hereunder as to a portion of the Project, then the rights and obligations of any assignee and Owners will be non-severable, and Owners will be liable for the nonperformance of the assignee and vice-versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, even if such remedies will impede development activities of any performing developer as a result of that nonperformance.
- 6.1.3 The provisions of this Agreement will be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement will not, however, be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Project.
- 6.1.4 Owners agree that all restrictive covenants for the Project shall reinforce this Agreement. Owners further agree to memorialize the terms of this Agreement through inclusion in the plat notes. The Agreement *shall be recorded* in the *Hays County* land records to place subsequent purchasers on notice.

6.2 **Severability:** If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

6.3 **Governing Law, Jurisdiction & Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The parties acknowledge that this Agreement is performable in *Hays County*, Texas and hereby submit to the jurisdiction of the courts of that County, and

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hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.

- 6.4 No Third Party Beneficiary:** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.
- 6.5 Mortgagee Protection:** This Agreement will not affect the right of Owners to encumber all or any portion of the Land by mortgage, deed of trust or other instrument to secure financing for the Project. The City understands that a lender providing financing for the Project ("Lender") may require interpretations of or modifications to this Agreement and agrees to cooperate with Owners and its Lenders' representatives in connection with any requests for interpretations or modifications. The City agrees not to unreasonably withhold or delay its approval of any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City agrees as follows:
- 6.5.1** Neither entering into this Agreement, nor any breach of this Agreement, will affect any lien upon all or any portion of the Land.
- 6.5.2** The City will, upon written request of a Lender given in compliance with Section 6.17, consider providing the Lender with a copy of any written notice of default given to Owners under this Agreement within ten (10) days of the date such notice is given to Owners.
- 6.5.3** In the event of default by Owners under this Agreement, a Lender may, but will not be obligated to, cure any default during any cure period extended to Owners, either under this Agreement or under the notice of default.
- 6.5.4** Any Lender who comes into possession of any portion of the Land by foreclosure or deed in lieu of foreclosure will take such property subject to the terms of this Agreement. No Lender will be liable for any defaults or monetary obligations of Owners arising prior to the Lender's acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to that property until all delinquent fees and other obligations of Owners under this Agreement that relate to the property in question have been paid or performed.
- 6.5.5** The City hereby consents to Owner collaterally assigning to such lender Owner's interest in this Agreement as additional security for such loan, and will execute and deliver to such lender such consents to assignment as such lender may reasonably require.
- 6.6 Certificate of Compliance:** Within thirty (30) days of written request by either Party given accordance with Section 6.17, the other Party will execute and deliver to the

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requesting Party a statement certifying that: (a) this Agreement is unmodified and in full force and effect or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification; (b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and (c) any other information that may be reasonably requested. A Party's failure to deliver a requested certification within this 30-day period will conclusively be deemed to constitute a confirmation that this Agreement is in full force without modification, and that there are no uncured defaults on the part of the requesting Party. The City Administrator or City Development Coordinator will be authorized to execute any requested certificate on behalf of the City.

- 6.7 Default:** If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. The City may issue Stop Work Orders for violations arising under this Agreement or the regulations applied herein.
- 6.8 Remedies for Default:** If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement. The City acknowledges that any refusal of or delay by the City to perform its obligations under this Agreement may have a substantial and material impact of Owners, and its ability to exercise its rights and perform its obligations under this Agreement. In the event of a default by the City, Owners will be entitled to seek a writ of mandamus, in addition to seeking any other available remedies. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.
- 6.9 Reservation of Rights:** To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.
- 6.10 Attorneys Fees:** The prevailing Party in any dispute under this Agreement will be entitled to recover from the non-prevailing Party its reasonable attorneys fees, expenses and court costs in connection with any original action, any appeals, and any post-judgment proceedings to collect or enforce a judgment.

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- 6.11 Waiver:** Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of the length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.
- 6.12 Exhibits, Headings, Construction & Counterparts:** All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and *vice-versa*. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.
- 6.13 Time:** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.
- 6.14 Authority for Execution:** The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Owners certify, represent, and warrant that the execution of this Agreement is duly authorized in conformity with their authority.
- 6.15 Property Rights:** Owners expressly and unconditionally waive and release the City from any obligation to perform a takings impact assessment under the Texas Private Real Property Rights Act, Texas Government Code Chapter 2007, as it may apply to this Agreement, the Land, and the Project.
- 6.16 Jurisdictional Compliance:** Owner understands and agrees it shall comply with all regulations of each entity having authority over any portions of the Project.

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6.17 Notices: Any notices or approvals under this Agreement must be in writing may be sent by hand delivery, facsimile (with confirmation of delivery) or certified mail, return receipt requested, to the Parties at the following addresses or as such addresses may be changed from time to time by written notice to the other Parties:

CITY:

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

Copy to: Bojorquez Law Firm, PC
Attention: Alan J. Bojorquez
12325 Hymeadow Dr., Ste. 2-100
Austin, Texas 78750
Fax: (512) 250-0749

OWNERS:

Original: Development Solutions CAT, LLC
c/o James A. Siepiela
15400 Knoll Trail, Suite 201
Dallas, Texas 75248
Facsimile: (972) 960-2660

Copy to: Andrew N. Barrett
Andrew Barrett and Associates, PLLC
3300 Bee Cave Road, Suite 650 #189
Austin, Texas 78746

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

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

- Exhibit A- Metes and Bounds Description of the Land
- Exhibit B- Conceptual Plan
- Exhibit C- Project Approvals, including Variances, Exceptions, Alternative Standards
- Exhibit D- Buffer Zones
- Exhibit E- Approved Plant List
- Exhibit F- Phillips Cemetery Fencing

Item # 7.

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STATE OF TEXAS §
COUNTY OF HAYS §

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below, to be effective on the date the last party signs.

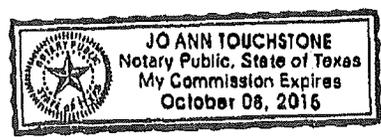
CITY OF DRIPPING SPRINGS:

by: [Signature]
Todd Purcell, Mayor

date: 2/12/14

This instrument was executed by **Todd Purcell** before me on this, the 12th day of February 2014.

[Signature]
Notary Public, State of Texas



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STATE OF TEXAS
COUNTY OF HAYS

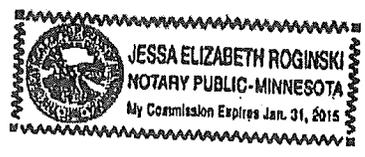
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§

OWNERS, Development Solutions CAT,
LLC, a Texas limited liability company:

Julie K. Brann
BY: Julie K. Brann
ITS: Vice President

This instrument was executed by Julie K. Brann before me on this, the 18 day of February 2014.

Jessa Elizabeth Roginski
Notary Public, State of ~~Texas~~
Minnesota



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EXHIBIT A

Metes and Bounds Description of the Land

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**HOLT CARSON INCORPORATED
PROFESSIONAL LAND SURVEYORS**

1904 FORTVIEW ROAD
AUSTIN, TEXAS 78704
TELEPHONE: (512) 442-0990
FACSIMILE: (512) 442-1084

April 24, 2013

FIELD NOTE DESCRIPTION OF 591.858 ACRES OF LAND OUT OF THE P.A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, IN HAYS COUNTY, TEXAS, BEING COMPRISED OF ALL OF THAT CERTAIN (580.064 ACRE) TRACT 1, TOGETHER WITH ALL OF THAT CERTAIN (11.488 ACRE) TRACT 2, AS CONVEYED TO CALITERRA PARTNERS, LLC, BY DEED RECORDED IN VOLUME 3027, PAGE 145 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND ALSO TOGETHER WITH ALL OF THAT CERTAIN (0.316 ACRE) TRACT OF LAND AS CONVEYED TO CALITERRA PARTNERS, LLC BY DEED RECORDED IN VOLUME 3028, PAGE 156 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with a plastic cap imprinted "RDS" found in the curving West right-of-way line of Ranch Road No. 12 at the Northeast corner of that certain (580.064 acre) tract of land, identified as "Tract 1", as conveyed to Caliterra Partners, LLC by deed recorded in Volume 3027, Page 145 of the Official Public Records of Hays County, Texas, same being the Southeast corner of Lot 3, Country Homes Subdivision, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 12, Page 68 of the Plat Records of Hays County, Texas and the Northeast corner and **PLACE OF BEGINNING** of the herein described tract, from which a concrete highway monument found 40 feet right of record station 66+63.6 bears, N 14 deg. 02'13" E 304.91 ft. (chord bearing and distance);

THENCE with the West right-of-way line of Ranch Road No. 12 and the East line of said (580.064 acre) Caliterra Partners, LLC tract, the following two (2) courses:

- 1.) along a curve to the left with radius of 2904.65 ft. for an arc length of 410.51 ft. and which chord bears, S 06 deg. 57'10" W 410.17 ft. to a concrete highway monument found at a point of tangency 40 feet right of record station 73+69.4;
- 2.) S 02 deg. 55'04" W 880.43 ft. to a ½" iron pipe found for an angle corner of said (580.064 acre) Caliterra Partners, LLC tract, same being the Northeast corner of that certain (4.00 acre) tract of land as conveyed to F. Gayle Needham by deed recorded in Volume 1633, Page 259 of the Official Public Records of Hays County, Texas and an angle corner of the herein described tract;

THENCE leaving the West right-of-way line of Ranch Road No. 12 with the common line of said (580.064 acre) Caliterra Partners, LLC tract and said (4.00 acre) Needham tract, N 85 deg. 59'35" W 592.04 ft. to a 5/8" iron rod found for an angle corner of said (580.064 acre) Caliterra Partners, LLC tract, same being the Northwest corner of said (4.00 acre) Needham tract and an angle corner of the herein described tract;

THENCE with an East line of said (580.064 acre) Caliterra Partners, LLC tract, which deviates from the West line of said (4.00 acre) Needham tract, S 02 deg. 38'55" E at a distance of 304.42 ft. passing a ½" iron pipe found at the Southwest corner of said (4.00 acre) Needham tract, same being the Northwest corner of that certain (1.00 acre) tract of land as conveyed to Margaret Falcon, et al. by deed recorded in Volume 4552, Page 536 of the Official Public Records of Hays County, Texas, continuing along said bearing for a total distance of 382.95 ft. to a 5/8" iron rod found at the Southwest corner of said (1.00 acre) Falcon tract, same being the Northwest corner of that certain (1.28 acre) tract of land as conveyed to Purcell Spillar Family Partnership, Ltd. by deed recorded in Volume 4518, Page 577 of the Official Public Records of Hays County, Texas and further described by metes and bounds by deed recorded in Volume 381, Page 132 of the Deed Records of Hays County, Texas;

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THENCE continuing with an East line of said (580.064 acre) Caliterra Partners, LLC tract, which deviates from the West line of said (1.28 acre) Purcell Spillar Family Partnership tract, S 01 deg. 08'18" E 99.46 ft. to a ½" iron with a plastic cap imprinted "RDS" found at the Northwest corner of that certain (1.488 acre) tract of land identified as "Tract 2" as conveyed to Caliterra Partners, LLC by deed recorded in Volume 3027, Page 145 of the Official Public Records of Hays County, Texas, same being an angle corner of the herein described tract;

THENCE with the North line of said (1.488 acre) Caliterra Partners, LLC tract; S 85 deg. 19'11" E at a distance of 4.7 ft. passing a 6" treated wood fence corner post at the Southwest corner of said (1.28 acre) Purcell Spillar Family Partnership tract, continuing along said bearing for a total distance of 539.77 ft. to a 6" treated wood fence corner post found in the curving West right-of-way line of Ranch Road No. 12 at the Northeast corner of said (1.488 acre) Caliterra Partners, LLC tract, same being the Southeast corner of said (1.28 acre) Purcell Spillar Family Partnership tract and an angle corner of the herein described tract, from which a concrete highway monument found 40 feet right of record station 84+27.9 bears, N 04 deg. 28'00" E 307.35 ft. (chord bearing and distance);

THENCE with the West right-of-way line of Ranch Road No. 12 and the East line of said (1.488 acre) Caliterra Partners, LLC tract, the following five courses:

- 1.) along a curve to the right with a radius of 5688.79 ft. for an arc length of 356.14 ft. and which chord bears, S 07 deg. 48'30" W 356.08 ft. to a concrete highway monument found at a point of tangency 40 feet right of record station 90+96.2;
- 2.) S 09 deg. 29'31" W 201.07 ft. to a concrete highway monument found at a point of curvature 40 feet right of record station 92+97.2;
- 3.) along a curve to the right with a radius of 914.93 ft. for an arc length of 289.01 ft. and which chord bears, S 18 deg. 41'00" W 287.81 ft. to a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." set at a point of tangency 40 feet right of record station 95+98.9;
- 4.) S 27 deg. 38'32" W 214.34 ft. to a concrete highway monument found at a point of curvature 40 feet right of record station 98+12.3;
- 5.) along a curve to the left with a radius of 994.35 ft. at an arc length of 295.56 ft. passing a 5/8" iron rod found at the Southeast corner of said (1.488 acre) Caliterra Partners, LLC tract, same being the Northeast corner of that certain (0.316 acre) tract of land as conveyed to Caliterra Partners, LLC by deed recorded in Volume 3028, Page 156 of the Official Public Records of Hays County, Texas, continuing for a total arc length of 372.58 ft. and which chord bears, S 16 deg. 55'37" W 370.41 ft. to a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." for the Southeast corner of said (0.316 acre) Caliterra Partners, LLC tract, same being the Northeast corner of the Old Phillips Cemetery tract and an angle corner of the herein described tract;

THENCE leaving the West right-of-way line of Ranch Road No. 12 with the South line of said (0.316 acre) Caliterra Partners, LLC tract and the North line of the Old Phillips Cemetery, S 80 deg. 16'03" W 131.34 ft. to a ½" iron rod found at the Southwest corner of said (0.316 acre) Caliterra Partners, LLC tract, same being an angle corner of said (580.064 acre) Caliterra Partners, LLC tract;

THENCE continuing with the common line of the Old Phillips Cemetery and said (580.064 acre) Caliterra Partners, LLC tract, S 80 deg. 26'01" W 297.86 ft. to a chain link fence post found at the Northwest corner of the Old Phillips Cemetery, same being the Northeast corner of that certain (2 3/10 acre) tract of land as conveyed to Phillips Cemetery Association by deed recorded in Volume 125, Page 197 of the Deed Records of Hays County, Texas, also being the Northeast corner of that certain (2.03 acre) tract of land as conveyed to Phillips Cemetery Association by deed recorded in Volume 1072, Page 40 of the Official Public Records of Hays County, Texas;

THENCE with the common line of said (2 3/10 acre) and (2.03 acre) Phillips Cemetery Association tracts and said (580.064 acre) Caliterra Partners, LLC tract the following three courses:

- 1.) S 80 deg. 08'24" W 209.97 ft. to a ½" iron rod found for the Northwest corner of said (2 3/10 acre) and (2.03 acre) Phillips Cemetery Association tracts, same being an angle corner of said (580.064 acre) Caliterra Partners, LLC tract and an angle corner of the herein described tract;

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- 2.) S 07 deg. 31'25" E 426.93 ft. to a 5/8" iron rod found for the Southwest corner of said (2 3/10 acre) and (2.03 acre) Phillips Cemetery Association tracts, same being an angle corner of said (580.064 acre) Caliterra Partners, LLC tract and an angle corner of the herein described tract;
- 3.) N 80 deg. 09'17" E 209.64 ft. to a chain link fence post found for the Southeast corner of said (2 3/10 acre) and (2.03 acre) Phillips Cemetery Association tracts, same being the Southwest corner of the Old Phillips Cemetery, also being the Northwest corner of an unrecorded (1.16 acre) tract of land set aside for the Phillips Cemetery Association, and also being an angle corner of said (580.064 acre) Caliterra Partners, LLC tract and an angle corner of the herein described tract;

THENCE with an East line of said (580.064 acre) Caliterra Partners, LLC tract and the West line of said (1.16 acre) Phillips Cemetery Association tract, S 06 deg. 51'43" E 212.09 ft. to a chain link fence corner post for the Southeast corner of said (580.064 acre) Caliterra Partners, LLC tract, same being the Southwest corner of said (1.16 acre) Phillips Cemetery Association tract and the Southeast corner of the herein described tract;

THENCE with the South line of said (580.064 acre) Caliterra Partners, LLC tract, which deviates from the North line of that certain (538.2 acre) tract of land as conveyed to Carole J. Smith as Trustee of The 1991 Penn Family Trust by deed recorded in Volume 1140, Page 278 of the Official Public Records of Hays County, Texas, and further described by metes and bounds in deed recorded in Volume 296, Page 600 of the Deed Records of Hays County, Texas, the following five (5) courses:

- 1.) S 88 deg. 58'39" W 350.93 ft. 1/4" iron rod set with a plastic cap imprinted "Holt Carson, Inc.";
- 2.) S 88 deg. 51'28" W 594.44 ft. 1/4" iron rod set with a plastic cap imprinted "Holt Carson, Inc.";
- 3.) S 88 deg. 48'14" W at a distance of 171.89 ft. passing a treated wood fence post in the North line of said (538.2 acre) 1991 Penn Family Trust tract, continuing along said bearing for a total distance of 460.07 ft. 1/4" iron rod set with a plastic cap imprinted "Holt Carson, Inc.";
- 4.) S 88 deg. 47'51" W 168.62 ft. 1/2" iron rod set with a plastic cap imprinted "Holt Carson, Inc.";
- 5.) S 88 deg. 49'19" W 1358.34 ft. to a 5/8" iron rod found in the North line of said (538.2 acre) 1991 Penn Family Trust tract, same being an angle point in the South line of said (580.064 acre) Caliterra Partners, LLC tract and an angle point in the South line of the herein described tract;

THENCE continuing with the South line of said (580.064 acre) Caliterra Partners, LLC tract and the North line of said (538.2 acre) 1991 Penn Family Trust tract, the following two (2) courses:

- 1.) S 88 deg. 44'30" W 2499.88 ft. to a 5/8" iron rod found;
- 2.) S 88 deg. 41'50" W 1482.33 ft. to a 5/8" iron rod found on the East side of a large cedar fence post for the Southwest corner of said (580.064 acre) Caliterra Partners, LLC tract, same being the Southeast corner of that certain (274.70 acre) tract of land as conveyed to Janice H. Campbell by deed recorded in Volume 855, Page 232 of the Official Public Records of Hays County, Texas and the Southwest corner of the herein described tract;

THENCE with the West line of said (580.064 acre) Caliterra Partners, LLC tract, which deviates from the East line of said (274.70 acre) Campbell tract, N 00 deg. 26'42" E 2018.51 ft. to a 5/8" iron rod found on the East side of a large cedar fence post for the Northeast corner of said (274.70 acre) Campbell tract, same being the Southeast corner of that certain (105.54 acre) tract of land identified as "Tract One" as conveyed to John Coleman Hornton III, Trustee by deed recorded in Volume 4224, Page 673 of the Official Public Records of Hays County, Texas and further described by metes and bounds in deed recorded in Volume 713, Page 247 of the Real Property Records of Hays County, Texas;

THENCE continuing with the West line of said (580.064 acre) Caliterra Partners, LLC tract, and with the East line of said (105.54 acre) Hornton tract, the following three (3) courses:

- 1.) N 00 deg. 36'12" E 1048.48 ft. to a 1/2" iron rod found;
- 2.) N 01 deg. 46'56" W 229.37 ft. to a 1/2" iron rod found;
- 3.) N 01 deg 40'18" W 226.59 ft. to a 1/2" iron rod found on the North side of a large cedar fence post, for the Northwest corner of said (580.064 acre) Caliterra Partners, LLC tract, same being the Southwest corner of that certain (453.709 acre) tract of land as conveyed to Limestone-Dripping Springs, LLC by deed recorded in Volume 4438, Page 870 of the Official Public Records of Hays County, Texas, and the

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Northwest corner of the herein described tract, from which a 1/4" iron rod found at the Northeast corner of said (105.54 acre) Horton tract bears, N 04 deg. 41'06" W 256.59 ft.;

THENCE with the North line of said (580.064 acre) Caliterra Partners, LLC tract, which deviates from the South line of said (453.709 acre) Limestone-Dripping Springs, LLC tract, the following five (5) courses:

- 1.) S 79 deg. 00'17" E 670.77 ft. to a 5/8" iron rod found under the root of a 16" Elm tree;
- 2.) N 87 deg. 41'56" E 1628.55 ft. to a 5/8" iron rod found at an 8" treated wood fence post;
- 3.) N 83 deg. 59'15" E 1507.83 ft. to a 5/8" iron rod found at the top of a bluff and 4 feet North of the fence;
- 4.) N 89 deg. 04'18" E 640.96 ft. to a 1/2" iron rod set with a plastic cap imprinted "Holt Carson, Inc.", from which a 60D nail with shiner imprinted "Pro-Tech" found in the top of a fence post at an angle corner of said (453.709 acre) Limestone-Dripping Springs, LLC tract bears, S 84 deg. 38'W 1.05 ft.;
- 5.) N 88 deg. 03'58" E at a distance of 70.02 ft. passing a calculated point at the Southeast corner of said (453.709 acre) tract, from which a calculated point at the Southwest corner of Lot 10, The Beulah Marie Needham Estate, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 2, Page 102 of the Plat Records of Hays County, Texas bears, S 76 deg. 46'E 33.6 ft., continuing along said bearing of N 88 deg. 03'58" E with the North line of said (580.064 acre) Caliterra Partners, LLC tract, which deviates from the South line The Beulah Marie Needham Estate for a total distance of 970.86 ft. to a 1/2" iron rod found at an angle corner of said (580.064 acre) Caliterra Partners, LLC tract, same being an angle corner of Lot 4, The Beulah Marie Needham Estate and an angle corner of the herein described tract;

THENCE N 09 deg. 21'51" E 10.32 ft. to a 1/2" iron rod found at an angle corner of said (580.064 acre) Caliterra Partners, LLC tract, same being an angle corner of Lot 4, The Beulah Marie Needham Estate and an angle corner of the herein described tract;

THENCE with the North line of said (580.064 acre) Caliterra Partners, LLC tract and the South line of Lot 4, The Beulah Marie Needham Estate, N 88 deg. 12'53" E 339.87 ft. to a 1/2" iron rod found;

THENCE continuing with the North line of said (580.064 acre) Caliterra Partners, LLC tract, which deviates from the South line of Lot 4, The Beulah Marie Needham Estate, N 88 deg. 05'09" E 1306.42 ft. to a 5/8" iron rod found at the Southeast corner of said Lot 4, same being an angle corner of said (580.064 acre) Caliterra Partners, LLC tract and an angle corner of the herein described tract;

THENCE N 00 deg. 48'18" W 256.68 ft. to a 1/2" iron rod with a plastic cap imprinted "RDS" found at an angle corner of said (580.064 acre) Caliterra Partners, LLC tract, same being the Southwest corner of Lot 2, Country Homes Subdivision and an angle corner of the herein described tract;

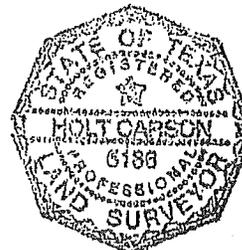
THENCE with a North line of said (580.064 acre) Caliterra Partners, LLC tract and the South Line of Country Homes Subdivision N 89 deg. 10'26" E at a distance of 247.70 ft. passing a 1/2" iron rod with a plastic cap imprinted "RDS" found at the common South corner of Lot 2 and Lot 3, Country Homes Subdivision, continuing along said bearing for a total distance of 710.93 ft. to the **PLACE OF BEGINNING** and containing 591.858 acres of land.

SURVEYED: April 24th, 2013



Holt Carson

Registered Professional Land Surveyor No. 5166



reference map no. B 877002

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EXHIBIT B
Conceptual Plan

Caliterra Subdivision
City of Drippings Springs

Approved by City Council
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EXHIBIT C

Project Approvals, including Variances and Exceptions

Calterra Subdivision
City of Drippings Springs

Approved by City Council
January 14, 2014

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January 14, 2014

AUSTIN DATA, INC.

GR AD114190 HY 2014021130.044

EXHIBIT C - LIST OF VARIANCES & ALTERNATIVE STANDARDS				
Ordinance	Description	Requirement	Requested Variance	Justification
Chapter 22, Water Quality Protection				
1	22.05.018(a)(2) Maximum Impervious Cover	Sets maximum impervious cover for site development plans within the Edwards Aquifer contributing zone and the ETJ to 35%	Maximum impervious cover for site development plans within the Edwards Aquifer contributing zone and the ETJ will be 50%	Overall project impervious cover to be 25% maximum
Chapter 23, Zoning				
2	3.11.4(b) Building Setbacks	Minimum front yard= 25' Minimum rear yard= 25' Minimum side yard= 25' Minimum side yard adjacent to public street = 25'	For Residential Use: Minimum front yard= 20' Minimum rear yard= 20' Minimum side yard= 5' Minimum side yard adjacent to public street = 10'	To have the ability to respond to evolving and diversified housing market. To provide a variety of housing types with variety of lot sizes.
3	3.11.4(a),(2)&(3) Lot Widths and Depths	Width = 100' Depth = 150'	For Residential Use: Width= 50' Depth= 120'	
4	3.11.4(a)(1) Minimum Lot Area	20,000 sf.	For Residential use: 6,000 sf.	
Chapter 24, Building Regulations				
5	24.06.006 (e&f) Shielding and Total Outdoor Light Output Standards	Government owned street lights in public rights-of-way and outdoor recreation facilities are not included in the total lumens per site.	All street lights, public or private, are excluded from total lumens count per site.	To have the ability to create a master planned community that includes lighting improvements that generally do not occur in typical subdivisions.
Chapter 26, Signs				
6	26.01.005 Sign Area	When referring to area limitations of monument signs, area and signable area refers to an area within a continuous perimeter that includes the sign structure as well as the lettering, illustrations, ornamentations, or other figures.	The definition of Sign Area as applied to the subdivision identification sign (aka, monument sign for subdivisions) will not be include the monument sign's base.	

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AUSTIN DATA, INC.

GR AD114190 HY 2014021130.045

#	Ordinance	Description	Requirement	Requested Variance	Justification
7	26.06.064	Number	Only one monument sign is permitted for each entrance to a subdivision from a public right-of-way.	Three Subdivision Identification Sign features can be incorporated into the subdivision entry monumentation and architectural features at the project's main entrance along RR 12.	
8	26.01.005 (b)	Height (3)	Height will be measured from the highest attached component of the sign or of its supporting structure (whichever is higher) and the increased grade.	Height will be measured from the highest component of the sign and the average grade of the road measured from the pavement edges.	To have the ability to provide the appropriate entry signage required in creating a true master planned community.
<i>Chapter 28, Subdivisions and Site Development</i>					
9	(Exhibit A), 3.13	Lapse of plat approval	Final plat approved by the City Council but not yet filed with Hays County - All materials necessary to file the plat at the County, including plat mylars, filing fees, etc., shall be submitted to the City within thirty (30) calendar days of the date of final approval (The thirty-day period shall commence upon County approval of final plat if the property is in the ETJ).	Final plat approved by the City but not yet filed with Hays County - All materials necessary to file the plat at the County, including plat mylars, filing fees, etc., shall be submitted to the City within three hundred and sixty five (365) calendar days of the date of final approval.	Allows time for the construction of infrastructure improvements prior to recordation of plats.
10	(Exhibit A), 11.3.4	Approach Roads and Access	All subdivisions with fifty (50) or more lots must have at least two points of vehicular access	Either a second vehicular access point or an emergency vehicle access point will be provided	Access points along North and West property lines will be provided. Terrain largely prohibits access from South.
11	(Exhibit A), 11.13.2	Frontage on Residential Collector Streets	Shall not exceed 20%	Applicable only to major collectors, minor arterials, and major arterials.	To showcase the lively neighborhood character with homes fronting streets where possible.
12	(Exhibit A), 11.21.1	Residential block lengths	Shall not exceed one thousand two hundred (1,200) feet between centerlines of street intersections	Shall not exceed three thousand (3,000) feet between centerlines of street intersections	To respond to topographic conditions.

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Item #	Ordinance	Description	Requirement	Requested Variance	Justification
13	(Exhibit A), 13.2	Intersecting Streets	Blocks shall not be less than four hundred feet (400') in length	Blocks shall not be less than two hundred feet (200') in length	Considering unique topographic conditions that may reduce intersection distances.
14	(Exhibit A), 14.6	Minimum Lot Sizes	For lots using surface water and public wastewater system is 0.75 acres	For lots using surface water and public wastewater system is 6,000 square feet	To have the ability to respond to evolving and diversified housing market. To provide a variety of housing types with variety of lot sizes.
15	(Exhibit A), 15.1	Sidewalks	Required on both sides of collector and arterial streets without open ditch drainage	Sidewalks and/or trails will be provided on both sides of collector and arterial streets without open ditch drainage	To fuse the hill country character within the community.
16	(Exhibit A), 20.1.3(g)	Sidewalks	Both sides of street in both residential and non-residential developments utilizing curb (not open ditch drainage). Required in conjunction with sewer line installation.	One side of street in both residential and non-residential developments utilizing curb (not open ditch drainage). Constructed by the home builders at the time of home construction.	To fuse the hill country character within the community.
17	(Exhibit A), 30.2	Performance Guarantees	Required for public improvements	No performance guarantees will be required for public improvements to be owned and maintained by Hays County, the Dripping Springs Water Supply Corporation, or Hays County Development District No. 1.	Performance standards will be provided to owner/user of public improvements.
18		Subdivision related cuts and fills	No provision	ROW outside FEMA: 8' cut/14' fill Bridge crossing FEMA: 8' cut/24' fill Residential lots: 6' cut/14' fill Stormwater Facilities: 20' cut/10' fill Effluent Pond: 20' cut/10' fill Existing Borrow Pit: 20' fill	No subdivision ordinance requirements. Self-imposed limitations.

Austin Data, Inc.

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#	Ordinance	Description	Requirement	Requested Variance	Justification
19	28.04.018	Cuts and fills	No fill or cut on any building site shall exceed a maximum of six (6) feet of depth	Improvements requiring a site development permit will be held to no more than 10' of cut and/or fill.	To respond to topographic conditions.
20	(Exhibit A), 14.3	Irregular-Shaped lots	flag lots shall be avoided	No more than five flag lots with minimum 20 foot ROW frontage, per occurrence	To respond to topographic conditions.
TCSS					
21	Section 2.3.2, Hays Cnty Dev. Regs Table 721.02	Design Speed	Minor Collector= 35 mph Major Collector= 45 mph Minor Arterial= 55 mph	Minor Collector= 30 mph Major Collector= 35 mph Minor Arterial= 35 mph	Enhance Transportation Safety.
22	Section 2.3.2, Hays Cnty Dev. Regs Table 721.02	Minimum Centerline Radius	Urbanized Local = 200 feet Minor Collector = 375 feet Major Collector= 675 feet Minor Arterial= 975 feet	Urbanized Local = 180 feet Minor Collector = 300 feet Major Collector= 500 feet Minor Arterial= 500 feet	Complies with AASHTO standards relative to proposed design speeds. Preserves natural character by minimizing impacts to existing topography.
23	Section 2.3.2, Hays Cnty Dev. Regs Table 721.02	Minimum Tangent Length	Major Collector= 300 feet Minor Arterial= 500 feet	Major Collector= 150 feet Minor Arterial= 200 feet	Complies relative to proposed design speed.
24	Section 2.3.2, Hays Cnty Dev. Regs Table 721.02	Minimum Lot Frontage	Minor Collector= 100 feet	Minor Collector= 60 feet	To have the ability to respond to evolving and diversified housing market. Provide a variety of housing types and lot sizes.
25	Section 2.3.2, Hays Cnty Dev. Regs Table 721.02	Minimum Drive Spacing	Minor Collector= 75 feet	Minor Collector= 60 feet	To have the ability to respond to evolving and diversified housing market. Provide a variety of housing types and lot sizes.
26	Section 2.3.2, Hays Cnty Dev. Regs Table 721.02	Width of Shoulder	Minor Arterial = 8' Major Collector = 6' Minor Collector = 5'	Minor Arterials = No Shoulder Major Collector = 3' Minor Collector = 4'	Minor Arterials - second lane available for passing stopped vehicles. Major/Minor Collectors-reduced speeds.
27	Section 2.3.2, Hays Cnty Dev. Regs Table 721.02	Cul-de-sac ROW/ Pavement Radius (feet)	70/45 for Urbanized Local and Minor Collector	60/45 for Urbanized Local and Minor Collector. Islands are allowed in the cul-de-sac.	To preserve the natural character of the site by minimizing roadway impacts.
28		Knuckles	No provision	Knuckles are allowed. Minimum ROW radius is 50 feet. Minimum pavement radius is 40 feet.	Preserves natural character by minimizing roadway impacts and concentrating residential density.
29	Section 9.2.2(a)(1)	Side slopes on swales	No steeper than 1 vertical to 6 horizontal	No steeper than 1 vertical to 3 horizontal	Complies with City of Austin, Drainage Criteria Manual 6.4.1.D

Austin Data, Inc.

GR ADD14190 HY 2014021130.047

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EXHIBIT D

Buffer Zones

Caliterra Subdivision
City of Drippings Springs

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Legend
 --- Water Quality Buffer Zone

Note
 Final buffer zone locations will be verified using the ground survey information to determine the actual location of the proposed features. The location of the proposed features is shown for the purpose of Water Quality in the General Aquifer (Banned Appendix A 19) (B-19B).

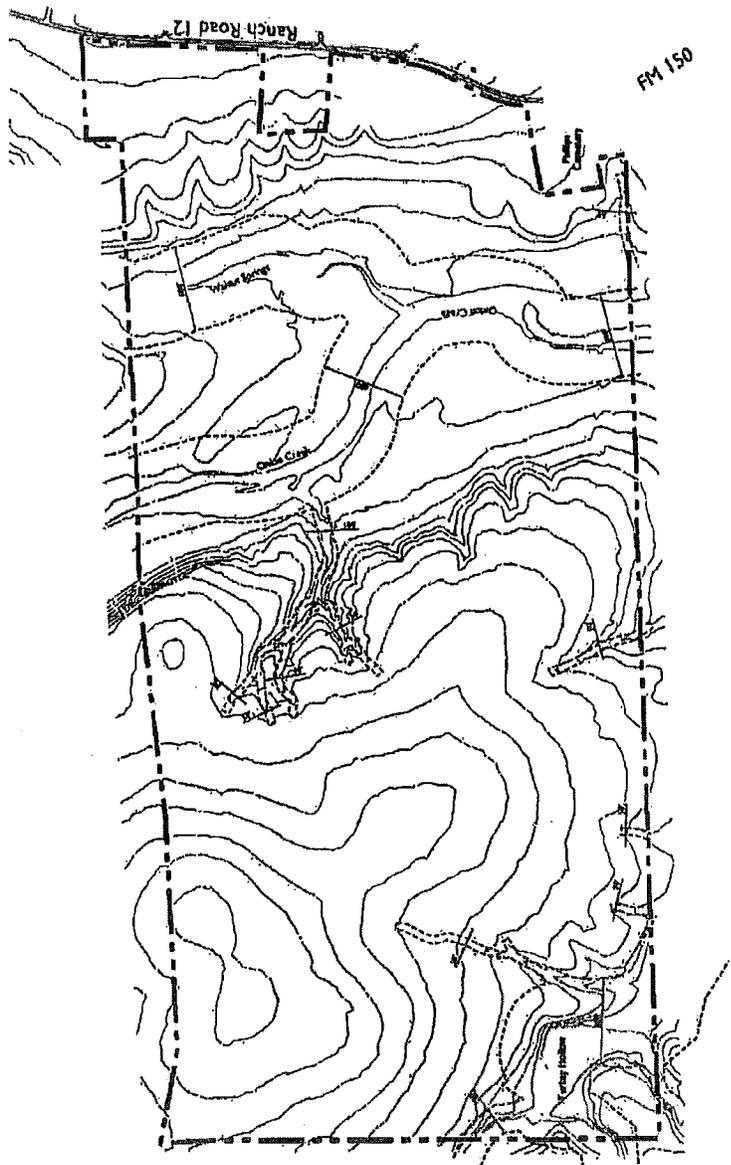


EXHIBIT D - BUFFER ZONES

Calterra
Dripping Springs, Texas

OWA Engineering, Inc.
11111

DATE: 08-23-11
SCALE: AS SHOWN
PROJECT: 14021130 OPR 4978 262
SHEET: 53 OF 84

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EXHIBIT E
APPROVED PLANT LIST

Caliterra Subdivision
City of Drippings Springs

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Exhibit E – Approved Plant List

For landscaping, developer, builders, and home owners will follow guidelines as specified for Western Zone, Edwards Plateau in ***Native and Adapted Landscape Plants an earthwise guide for Central Texas Fifth Edition, 2013*** published by Texas A&M Agrilife Extension, City of Austin, and growgreen.org (commonly referred to as Austin Grow Green booklet). Any plant listed as invasive on page 53 of Austin Grow Green Fifth Edition is prohibited from use.

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EXHIBIT F



Calterra Subdivision
City of Drippings Springs

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Maximum Number of Dwelling Units by Category
For the Land within the area identified on the Conceptual Plan as *Commercial*

Category	Maximum Number of Dwelling Units
Single Family Residential	85
Duplex	85
Townhomes	121
Condominiums	170
Apartments	171
Maximum Dwelling Units on Commercial:	171

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Phillips Cemetery Fencing

Calterra Subdivision
City of Drippings Springs

Approved by City Council
January 14, 2014

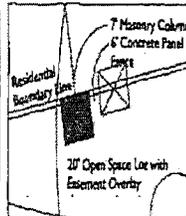
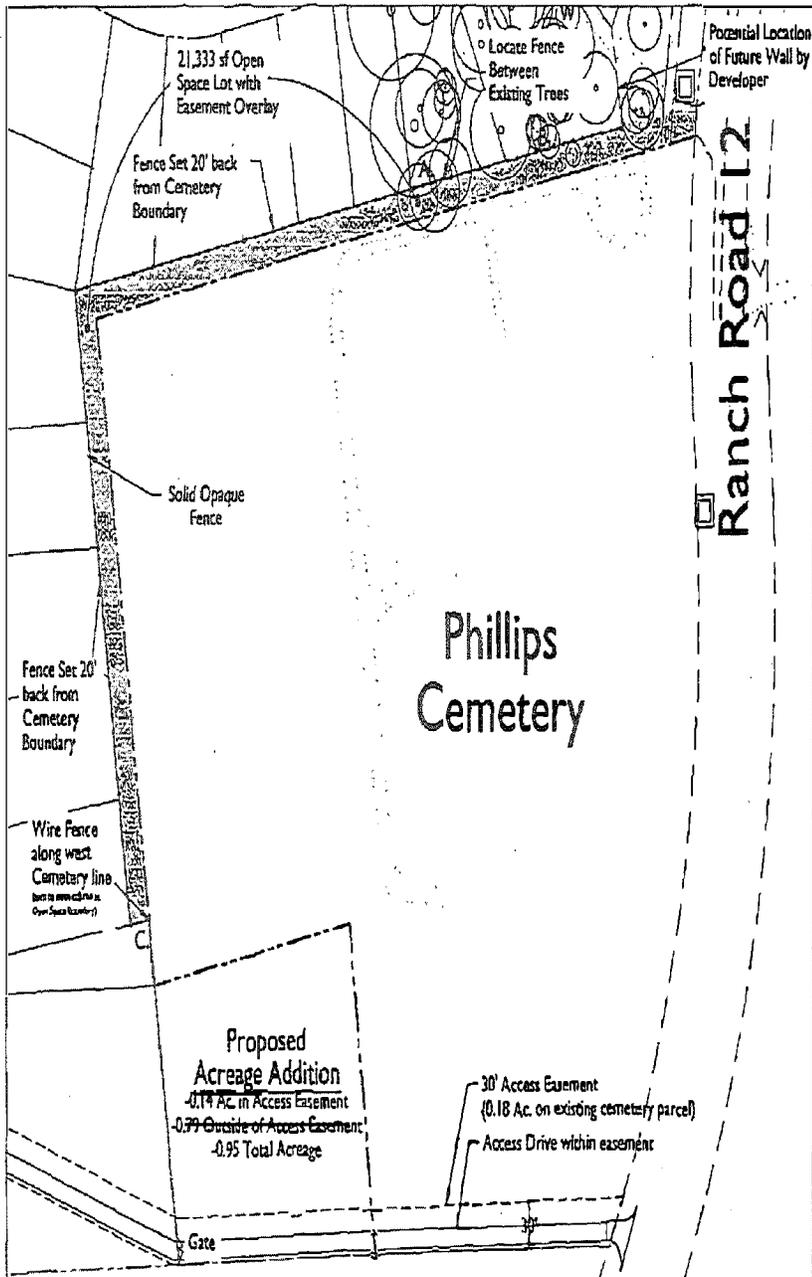
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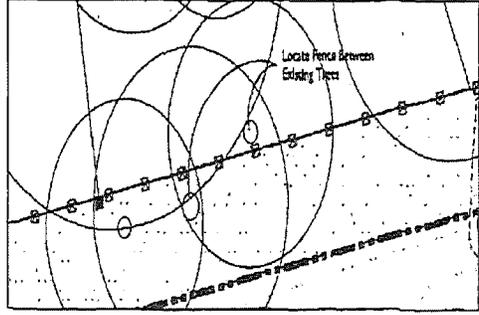
AUSTIN DATA, INC.

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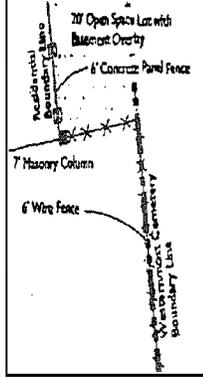


A. Condition at Column

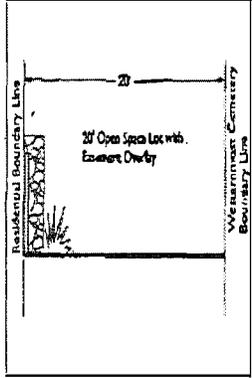
Fence Legend	
A.	6' Concrete Panel Fence
B.	6' Wire Fence
	7.2x2' Masonry Column



B. Condition at Existing Trees



C. Condition at End of 20' Open Space



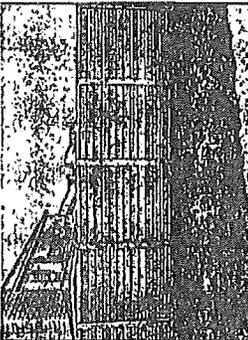
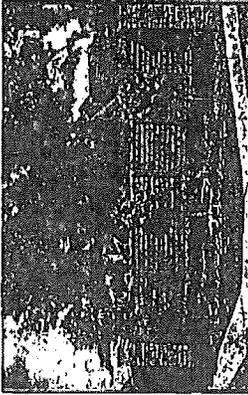
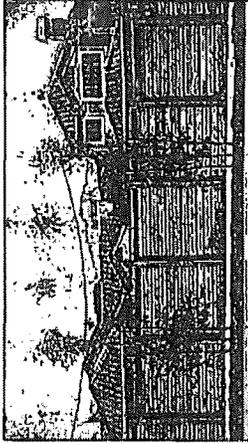
D. Sectional Diagram

<p>Caliterra Dripping Springs, Texas</p>	<p>Phillips Cemetery - (Exhibit ___)</p>	<p>711 Capital Ave., Suite 200 Austin, TX 78704 Tel: (512) 454-4142 Fax: (512) 454-4111 www.austindata.com</p>
	<p>SCALE: 1" = 40'</p> <p>DATE: 01-28-2014</p> <p>ACRTH (F. Cooper Interiors)</p>	

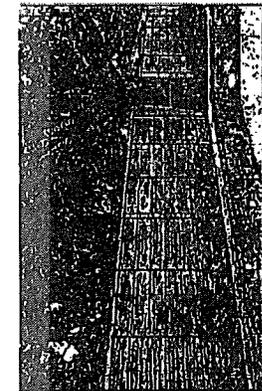
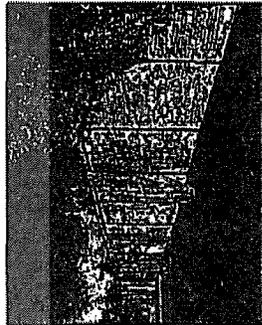
Item # 7.

Bk Vol Pg
14021130 OFR 4978 269

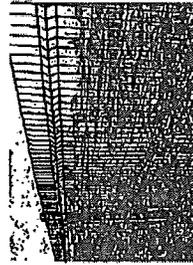
© 2014 RVI



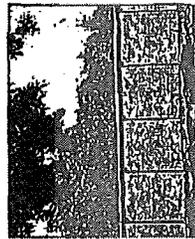
Concrete (Wood Look)



Concrete (Stone Look)



Welded Wire - Powder Coated



Concrete (Stucco Look)

Calterra
Dripping Springs, Texas

RVI
RVI International, Inc.
10000 Rte. 190, Suite 100
Dallas, Texas 75244
Phone: 972.382.1100
Fax: 972.382.1101
www.rvi.com

Phillips Cemetery - EXAMPLES OF CONCRETE AND WIRE FENCING - (EXHIBIT)

EXACT COLOR AND PATTERN SUBJECT TO FINAL SELECTION BY OWNER
DATE: 01-04-2014

Item # 7.

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



Instrument Number: 2014-14021130

Recorded On: July 22, 2014

As
OPR RECORDINGS

Parties: CALITERRA SUBDIVISION
To DRIPPING SPRINGS CITY OF

Billable Pages: 55
Number of Pages: 56

Comment:

(Parties listed above are for Clerks reference only)

** THIS IS NOT A BILL **

OPR RECORDINGS 242.00
Total Recording: 242.00

***** 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: 2014-14021130
Receipt Number: 372735
Recorded Date/Time: July 22, 2014 11:07:34A
Book-Vol/Pg: BK-OPR VL-4978 PG-214
User / Station: O Mejia - Cashiering #7

Record and Return To:

CITY OF DRIPPING SPRINGS
ORIGINAL TO CUSTOMER
SAN MARCOS TX 78666



State of Texas |
County of Hays

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

Liz Q. Gonzalez
Liz Q. Gonzalez, County Clerk

Item # 7.

Exhibit B

Transferred Property

[See attached.]

Exhibit "B" Transferred Property
(Caliterra)

Tract 1: Lots 1, 31, Block A, and Lot 1, Block C of Amended Plat of Caliterra Phase One Section One, a subdivision in Hays County, Texas, according to the map or plat of record in Volume 18, Pages 318-322 of the Plat Records of Hays County, Texas.

Tract 2: Lots 1, 12, 18, Block D, of Amended Plat of Caliterra Phase One Section Two, a subdivision in Hays County, Texas, according to the map or plat of record in Volume 18, Pages 323-325 of the Plat Records of Hays County, Texas.

Tract 5: Lot 23, Block D, and Lots 5, 19, Block E, of Caliterra Phase One Section Three, a subdivision in Hays County, Texas, according to the map or plat of record in Volume 18, Pages 347-349 of the Plat Records of Hays County, Texas.

Tract 6: Lots 25, 44, 45, Block E, of Amended Plat of Caliterra Phase One Section Four, a subdivision in Hays County, Texas, according to the map or plat of record in Volume 19, Pages 138-142 of the Plat Records of Hays County, Texas.

Tract 7: Lot 32, Block E, of Caliterra Phase Two Section Five, a subdivision in Hays County, Texas, according to the map or plat of record in Document No. 17019690 of the Plat Records of Hays County, Texas.

Tract 8: Lots 15, 20, Block A, Lot 11, Lot 10, Block C, Lot 9, Block F, of Caliterra Phase Two Section Seven, a subdivision in Hays County, Texas, according to the map or plat of record in Document No. 17019691 of the Plat Records of Hays County, Texas.

Tract 10: Lot 1, Block G, Lot 5, 14, Block H, Lots 7, 14, Block J, Lots 4, 15-16, Block K, Lot 15, Block L, of Caliterra Phase Two Section Eight, a subdivision in Hays County, Texas, according to the map or plat of record in Document No. 18010022 of the Plat Records of Hays County, Texas.

Tract 11: Lots 18, 39, Block D, Lots 15-18, Block E, Lot 31, Block F, of Caliterra Phase Three Section Nine, a subdivision in Hays County, Texas, according to the map or plat of record in Document No. 21011156 of the Plat Records of Hays County, Texas.

Item # 7.

Tract 12: Phase 4 Section 11 (37.910 Acres)

BEING ALL OF THAT CERTAIN 37.910 ACRE TRACT OR PARCEL OF LAND OUT OF THE PHILIP A. SMITH SURVEY NUMBER 26, ABSTRACT NUMBER 415, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THE REMAINDER OF A CALLED 591.858 ACRE TRACT OF LAND CONVEYED TO DEVELOPMENT SOLUTIONS CAT, LLC., IN VOLUME 4682, PAGE 342 OF THE

OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 37.910 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a ½" iron rod found, being a western corner of said 591.858 acre tract, being also the southeastern corner of a called 105.54 acre tract of land conveyed to John Coleman Horton III, in Volume 4224, Page 673 (O.P.R.H.C.TX), and being also the northeastern corner of a called 274.70 acre tract of land conveyed to Janice H. Campbell in Volume 855, Page 232 (O.P.R.H.C.TX.), for the POINT OF BEGINNING of the herein described tract,

THENCE, with the common boundary line of said 591.858 acre tract and said 105.54 acre tract, N00° 03'44"W, a distance of 543.88 feet to a capped ½" iron rod found set stamped "CBD SETSTONE", being a point on said western boundary line of said 591.858 acre tract and being also a point on an eastern boundary line of said 105.54 acre tract, for the northwestern corner of the herein described tract, from which a ½" iron rod found, being a western corner of said 591.858 acre tract and being also an eastern corner of said 105.54 acre tract, bears N00°03'44"W, a distance of 504 64 feet,

THENCE, crossing said 591.858 acre tract, the following 16 courses and distances, numbered 1 through 16,

1. N89°55'39"E, a distance of 732.82 feet to a capped ½" iron rod found set stamped "CBD SETSTONE", at a point of curvature, for a curve to the right,
2. with said curve to the right, having a radius of 20.00 feet, an arc length of 31.42 feet, and whose chord bears S45°04'21"E, a distance of 28.28 feet to a capped ½" iron rod found set stamped "CBD SETSTONE",
3. S00°04'21"E, a distance of 4.60 feet to a capped ½" iron rod found set stamped "CBD SETSTONE",
4. N89°55'39"E, a distance of 50.00 feet to a capped ½" iron rod found set stamped "CBD SETSTONE", at a point of curvature, for a curve to the right,
5. with said curve to the right, having a radius of 20.00 feet, an arc length of 34.28 feet, and whose chord bears N49°01'43"E, a distance of 30.23 feet to a capped ½" iron rod found set stamped "CBD SETSTONE", at a point of compound curvature, for a curve to the right,

6. with said curve to the right, having a radius of 470.00 feet, an arc length of 208.94 feet, and whose chord bears S69°08'05"E, a distance of 207.23 feet to a capped ½" iron rod found set stamped "CBD SETSTONE",
7. S56°23'57"E, a distance of 174.94 feet to a capped ½" iron rod found set stamped "CBD SETSTONE", at a point of curvature, for a curve to the right,
8. with said curve to the right, having a radius of 20.00 feet, an arc length of 28.55 feet, and whose chord bears S15°30'20"E, a distance of 26.19 feet to a capped ½" iron rod found set stamped "CBD SETSTONE",
9. S64°36'44"E, a distance of 60.00 feet to a capped ½" iron rod found set stamped "CBD SETSTONE", for the northeastern corner of the herein described tract, at a point of curvature, for a curve to the left,
10. with said curve to the left, having a radius of 270.00 feet, an arc length of 105.26 feet, and whose chord bears S14°13'10"W, a distance of 104.59 feet to a capped ½" iron rod found set stamped "CBD SETSTONE",
11. S03°03'04"W, a distance of 265.54 feet to a capped ½" iron rod found set stamped "CBD SETSTONE", at a point of curvature, for a curve to the right,
12. with said curve to the right, having a radius of 430.00 feet, an arc length of 97.16 feet, and whose chord bears S09°31'27"W, a distance of 96.95 feet to a capped ½" iron rod found set stamped "CBD SETSTONE",
13. S15°59'50"W, a distance of 212.98 feet to a capped ½" iron rod found set stamped "CBD SETSTONE", at a point of curvature, for a curve to the left,
14. with said curve to the left, having a radius of 270.00 feet, an arc length of 644.61 feet, and whose chord bears S52°23'53"E, a distance of 502.06 feet to a capped ½" iron rod found set stamped "CBD SETSTONE",
15. N59°12'23"E, a distance of 192.44 feet to a capped ½" iron rod found set stamped "CBD SETSTONE", at a point of curvature, for a curve to the right, and
16. with said curve to the right, having a radius of 830.00 feet, an arc length of 406.71 feet, and whose chord bears N73°14'40"E, a distance of 402.65 feet to a capped ½" iron rod found set stamped "CBD SETSTONE", being an eastern corner of said 591.858 acre tract and being also a northwestern terminus point of Premier Park Loop (60' R.O.W.), same being a northwestern corner of Caliterra, Phase 2, Section 8, a subdivision recorded in Instrument Number 18010022 (O.P.R.H.C.TX.),

THENCE, with the common boundary line of said 591.858 acre tract and said Caliterra, Phase 2, Section 8, the following four (4) courses and distances, numbered 1 through 4,

1. S02°43'05"E, a distance of 60.00 feet to a calculated point, at a point of curvature, for a curve to the right,

2. with said curve to the right, having a radius of 770.00 feet, an arc length of 19.55 feet, and whose chord bears $N88^{\circ}00'22''E$, a distance of 19.55 feet to a calculated point, at a point of compound curvature, for a curve to the right,
3. with said curve to the right, having a radius of 20.00 feet, an arc length of 32.75 feet, and whose chord bears $S44^{\circ}21'04''E$, a distance of 29.21 feet to a calculated point, and
4. $S02^{\circ}33'18''W$, a distance of 129.82 feet to a calculated point, being a point on an eastern boundary line of said 591.858 acre tract and being also a point on a western boundary line of said Caliterra, Phase 2, Section 8, for the southeastern corner of the herein described tract,

THENCE, crossing said 591.858 acre tract, the following fifteen (15) courses and distances, numbered 1 through 15,

1. $S84^{\circ}57'05''W$, a distance of 103.55 feet to a calculated point,
2. $S75^{\circ}47'48''W$, a distance of 95.38 feet to a calculated point,
3. $S66^{\circ}58'24''W$, a distance of 95.38 feet to a calculated point,
4. $S59^{\circ}27'15''W$, a distance of 34.03 feet to a calculated point,
5. $S59^{\circ}17'16''W$, a distance of 80.00 feet to a calculated point,
6. $S58^{\circ}38'00''W$, a distance of 239.98 feet to a calculated point,
7. $N16^{\circ}13'37''W$, a distance of 169.97 feet to a calculated point, at a point of curvature, for a curve to the right,
8. with said curve to the right, having a radius of 330.00 feet, an arc length of 310.21 feet, and whose chord bears $N79^{\circ}17'49''W$, a distance of 298.91 feet to a calculated point,
9. $S37^{\circ}37'59''W$, a distance of 68.27 feet to a calculated point,
10. $S59^{\circ}45'29''W$, a distance of 216.11 feet to a calculated point,
11. $S77^{\circ}04'52''W$, a distance of 82.67 feet to a calculated point,
12. $S85^{\circ}03'30''W$, a distance of 82.49 feet to a calculated point,
13. $N85^{\circ}37'38''W$, a distance of 82.49 feet to a calculated point,
14. $N78^{\circ}12'52''W$, a distance of 48.85 feet to a calculated point, and
15. $N65^{\circ}16'37''W$, a distance of 710.89 feet to a calculated point, being a point on a western boundary line of said 591.858 acre tract and being also a point on an eastern boundary line of said 274.70 acre tract, for the southwestern corner of the herein described tract,

THENCE, with the common boundary line of said 591.858 acre tract and said 274.70 acre tract, N00° 13'24"W, passing at a distance of 200.12 feet, a ½" iron rod found, and continuing a total of distance of 559.04 feet to the POINT OF BEGINNING and containing 37.910 acres of land.

Tract 13: Section 10 (20.190 Acres)

BEING ALL OF THAT CERTAIN 20.190 ACRE TRACT OR PARCEL OF LAND OUT OF THE PHILIP A. SMITH SURVEY NUMBER 26, ABSTRACT NUMBER 415, SITUATED IN HAYS COUNTY, TEXAS,

BEING A PORTION OF A CALLED 591.858 ACRE TRACT OF LAND CONVEYED TO DEVELOPMENT SOLUTIONS CAT, LLC. IN VOLUME 4682, PAGE 342 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 20.190 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a capped ½" iron rod found, being a point on a northern boundary line of said 591.858 acre tract, same being a northeastern corner of Lot 3, Block F of Caliterra Phase Two, Section Seven,

Instrument Number 17019691 (O.P.R.H.C.TX.), and being also a point on a southern boundary line of a called 453.709 acre tract of land conveyed to Limestone-Dripping Springs, LLC. in Volume 4438, Page 870 (O.P.R.H.C.TX.), for the westernmost corner and the POINT OF BEGINNING of the herein described tract,

THENCE, with the common boundary line of said 591.858 acre tract and said 453.709 acre tract, the following two (2) courses and distances, numbered 1 and 2,

1. N83°20'35"E, a distance of 466.10 feet to a 60D nail with washer stamped "PRO-TECH" found in a fence post, and
2. N83°04'21"E, a distance of 292.22 feet to a capped ½" iron rod set stamped "CBD SETSTONE", being a northern corner of said 591.858 acre tract, and being also a southern corner of said 453.709 acre tract, for the northernmost corner of the herein described tract,

THENCE, crossing said 591.858 acre tract, the following nine (9) courses and distances, numbered 1 through 9,

1. S33°34'34"E, a distance of 369.48 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
2. S14°49'59"E, a distance of 529.66 feet to a capped ½" iron rod set stamped "CBD SETSTONE",

Item # 7.

- 3. S12°38'29"W, a distance of 157.73 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
- 4. S57°26'00"E, a distance of 41.41 feet to a capped ½" iron rod set stamped "CBD SETSTONE", at a point of curvature, for a curve to the right,
- 5. with said curve to the right, having a radius of 330.00 feet, an arc length of 354.51 feet, and whose chord bears S26°39'27"E, a distance of 337.71 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
- 6. S04°07'06"W, a distance of 106.97 feet to a capped ½" iron rod set stamped "CBD SETSTONE", at a point of curvature, for a curve to the right,
- 7. with said curve to the right, having a radius of 330.00 feet, an arc length of 67.16 feet, and whose chord bears S09°56'55"W, a distance of 67.05 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
- 8. S15°46'44"W, a distance of 37.39 feet to a capped ½" iron rod found stamped "CBD SETSTONE", at a point of curvature, for a curve to the left, and
- 9. with said curve to the left, having a radius of 25.00 feet, an arc length of 38.43 feet, and whose chord bears S28°15'27"E, a distance of 34.76 feet to a capped ½" iron rod set stamped "CBD SETSTONE", being a point on a northern right-of-way line of Caliterra Parkway (80' R.O.W.), for the southernmost corner of the herein described tract,

THENCE, with the common boundary line of said 591.858 acre tract and said Caliterra Parkway, N73°34'17"W, a distance of 108.89 feet to a capped ½" iron rod set stamped "CBD SETSTONE", at a point of curvature, for a curve to the left, being a point on a northern right-of-way line of said Caliterra Parkway,

THENCE, crossing said 591.858 acre tract, and with the common boundary line of said 591.858 acre tract and said Caliterra Phase Two, Section Seven, the following ten (10) courses and distances, numbered 1 through 10,

- 1. with said curve to the left, having a radius of 25.00 feet, an arc length of 39.00 feet, and whose chord bears N60°27'55"E, a distance of 35.16 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
- 2. N15°46'44"E, a distance of 36.15 feet to a capped ½" iron rod set stamped "CBD SETSTONE", at a point of curvature, for a curve to the left,
- 3. with said curve to the left, having a radius of 270.00 feet, an arc length of 54.95 feet, and whose chord bears N09°56'55"E, a distance of 54.86 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
- 4. N04°07'06"E, a distance of 106.97 feet to a capped ½" iron rod set stamped "CBD SETSTONE", at a point of curvature, for a curve to the left,

5. with said curve to the left, having a radius of 270.00 feet, an arc length of 77.28 feet, and whose chord bears N04°04'53"W, a distance of 77.02 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
6. S69°45'42"W, a distance of 151.16 feet to a capped ½" iron rod set stamped "CBD SETSTO NE",
7. N57°26'00"W, a distance of 527.94 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
8. N40°30'04"W, a distance of 111.88 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
9. N55°28'58"W, a distance of 462.24 feet to a capped ½" iron rod set stamped "CBD SETSTONE", and
10. N14°14'41"W, a distance of 565.95 feet to the POINT OF BEGINNING and containing 20.190 acres of land.

Tract 14: Section 12 (64.964 Acres)

BEING ALL OF THAT CERTAIN 64.964 ACRE TRACT OR PARCEL OF LAND OUT OF THE PHILIP A. SMITH SURVEY NUMBER 26, ABSTRACT NUMBER 415, SITUATED IN HAYS COUNTY, TEXAS,

BEING A PORTION OF A CALLED 591.858 ACRE TRACT OF LAND CONVEYED TO DEVELOPMENT SOLUTIONS CAT, LLC. IN VOLUME 4682, PAGE 342 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 64.964 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 5/8" iron rod found, being the southwestern corner of said 591.858 acre tract, same being a point on a northern boundary line of a called 538.20 acre tract of land conveyed to Carole J. Smith as Trustee of the 1991 Penn Family Trust in Volume 1140, Page 278 (O.P.R.H.C TX.), and being also a southeastern corner of a called 274.70 acre tract of land conveyed to Janice H. Campbell in Volume 855, Page 232 (O.P.R.H.C.TX.), for the southwestern corner and the POINT OF BEGINNING of the herein described tract,

THENCE, with the common boundary line of said 591.858 acre tract and said 274.70 acre tract, N00°13'24"W, a distance of 1459.40 feet to a capped ½" iron rod set stamped "CBD SETSTONE", being a point on a western boundary line of said 591 858 acre tract and being also a point on an eastern boundary line of said 274.70 acre tract, for the northwestern corner of the herein described tract,

THENCE, crossing said 591.858 acre tract, the following fifteen (15) courses and distances, numbered 1 through 15,

1. S65°16'37"E, a distance of 710.89 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
2. S78°26'21"E, a distance of 52.83 feet to a capped ½" iron rod set stamped "CBD SETSTONE",

3. S86°08'21"E, a distance of 83.59 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
4. N84°25'18"E, a distance of 83.59 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
5. N76°50'25"E, a distance of 76.48 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
6. N59°45'29"E, a distance of 222.82 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
7. N35°18'00"E, a distance of 62.10 feet to a capped ½" iron rod set stamped "CBD SETSTONE", at a point of curvature, for a curve to the left,
8. with said curve to the left, having a radius of 330.00 feet, an arc length of 310.21 feet, and whose chord bears S79°17'49"E, a distance of 298.91 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
9. S16°13'37"E, a distance of 169.97 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
10. N58°38'00"E, a distance of 239.98 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
11. N59°17'16"E, a distance of 80.00 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
12. N59°27'15"E, a distance of 34.03 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
13. N66°58'24"E, a distance of 95.38 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
14. N75°47'48"E, a distance of 95.38 feet to a capped ½" iron rod set stamped "CBD SETSTONE", and
15. N84°57'05"E, a distance of 103.55 feet to a capped ½" iron rod set stamped "CBD SETSTONE", being a point on a western right-of-way line of Misty Meadow (60' R.O.W.), a right-of-way dedicated in Caliterra Phase Two Section Eight, a subdivision recorded in Instrument Number 18010022 (O.P.R.H.C.TX.),

THENCE, with the common boundary line of said 591.858 acre tract and said Caliterra Phase Two Section Eight, the following seventeen (17) courses and distances, numbered 1 through 17,

1. S02°33'18"W, a distance of 115.52 feet to a ½" iron rod found, at a point of curvature, for a curve to the right,
2. with said curve to the right, having a radius of 15.00 feet, an arc length of 22.23 feet, and whose chord bears S45°00'10"W, a distance of 20.25 feet to a ½" iron rod found, at a point of curvature, for a curve to the left,
3. with said curve to the left, having a radius of 490.00 feet, an arc length of 37.99 feet, and whose chord bears S85°13'44"W, a distance of 37.98 feet to a ½" iron rod found,
4. S06°59'33"E, a distance of 60.00 feet to a ½" iron rod found, at a point of curvature, for a curve to the right,

5. with said curve to the right, having a radius of 430.00 feet, an arc length of 133.20 feet, and whose chord bears S88°07'05"E, a distance of 132.67 feet to a ½" iron rod found,
6. S79°14'37"E, a distance of 24.12 feet to a ½" iron rod found,
7. S10°45'23"W, a distance of 260.00 feet to a ½" iron rod found,
8. N79°14'37"W, a distance of 19.30 feet to a ½" iron rod found,
9. S10°45'23"W, a distance of 60.00 feet to a ½" iron rod found,
10. S79°14'37"E, a distance of 72.95 feet to a ½" iron rod found,
11. S10°45'23"W, a distance of 130.00 feet to a ½" iron rod found,
12. S79°14'37"E, a distance of 320.00 feet to a ½" iron rod found,
13. S02°52'14"W, a distance of 122.73 feet to a ½" iron rod found,
14. S01°03'14"E, a distance of 155.91 feet to a ½" iron rod found, at a point of curvature, for a curve to the left,
15. with said curve to the left, having a radius of 3030.00 feet, an arc length of 25.79 feet, and whose chord bears S88°42'08"W, a distance of 25.79 feet to a ½" iron rod found,
16. S01°32'30"E, a distance of 60.00 feet to a ½" iron rod found,
17. S01°39'15"E, a distance of 232.17 feet to a ½" iron rod found, being a point on a southern boundary line of said 591.858 acre tract, same being a southwestern corner of Lot 15, Block L of said Caliterra Phase Two Section Eight, and being also a point on a northern boundary line of said 538.20 acre tract, for the southeastern corner of the herein described tract,

THENCE, with the common boundary line of said 591.858 acre tract and said 538.20 acre tract, the following two (2) courses and distances, numbered 1 and 2,

1. S88°05'25"W, a distance of 976.44 feet to a ?" iron rod found, and
2. S88°00'01"W, a distance of 1482.49 feet to the POINT OF BEGINNING and containing 64.964 acres of land.

Tract 15: Section 13 (4.898 Acres)

BEING ALL OF THAT CERTAIN 4.898 ACRE TRACT OR PARCEL OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY NUMBER 26, ABSTRACT NUMBER 415, SITUATED IN HAYS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 591.858 ACRE TRACT OF LAND CONVEYED TO DEVELOPMENT SOLUTIONS CAT, LLC. IN VOLUME 4682, PAGE 342, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 4.898 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found in the northeast right-of-way line of Kelsey Lane (60' R.O. W.), same being in the northeast line of Caliterra, Phase Two, Section Eight, a subdivision recorded in Instrument Number 18010022, Official Public Records of Hays County, Texas, for a western corner and the POINT OF BEGINNING of the herein described tract,

THENCE, N31°40'42"W, over and across said 591.858 acre tract of land, and with the northeast line of said Kelsey Lane, a distance of 313.62 feet to a calculated point for the westernmost corner of the herein described tract of land, from which a 1/2 inch iron rod found in the northeast line of said Kelsey Lane, being a the southernmost corner of Lot 14, Block K, said Caliterra, Phase Two, Section Eight, bears N31° 40'42"W, a distance of 40.16 feet,

THENCE, with over and across said 591.858 acre tract of land, the following five (5) courses and distances, numbered 1 through 5,

- 1) N53°42'16"E, a distance of 113.96 feet to a calculated point for corner,
- 2) N30°23'23"E, a distance of 140.20 feet to a calculated point for the northernmost corner of the herein described tract of land, being at the beginning of a curve to the right,
- 3) Along said curve to the right, having a radius of 273.50 feet, an arc length of 386.81 feet, and a chord that bears S87°27'55"E, a distance of 355.37 feet to a calculated point for corner, being at the beginning of a curve to the right,
- 4) Along said curve to the right, having a radius of 220.71 feet, an arc length of 389.04 feet, and a chord that bears S00°09'45"E, a distance of 340.59 feet to a calculated point for corner, and
- 5) S71°39'07"W, a distance of 363.39 feet to a calculated point in the northeast line of said Kelsey Lane, being at the beginning of a curve to the left, for the southernmost corner of the herein described tract of land,

THENCE, along said curve to the left and with the northeast line of said Kelsey Lane, having a radius of 530.00 feet, an arc length of 17.92 feet, and a chord that bears N30°42'35"W, a distance of 17.92 feet to a calculated point for corner to the POINT OF BEGINNING and containing 4.898 acres of land.

Tract 16: Section 14 (50.947 Acres)

BEING ALL OF THAT CERTAIN 50.947 ACRE TRACT OR PARCEL OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY NUMBER 26, ABSTRACT NUMBER 415, SITUATED IN HAYS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 591.858 ACRE TRACT OF LAND CONVEYED TO DEVELOPMENT SOLUTIONS CAT, LLC. OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 50.947 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 5/8" iron rod found, being a southern corner of Lot 1, Block A of The Amended Plat of Caliterra, Phase One, Section One, a subdivision recorded in Book 18, Page 318-322 of the Plat Records of Hays County, Texas (P.R.H.C.TX.), and being also a northern corner of a called 538.20 acre tract of land conveyed to Carole J. Smith as Trustee of The 1991 Penn Family Trust in Volume 1140, Page 278 of the Official Public Records of Hays County, Texas (O.P.R.H.C.TX.), for the POINT OF COMMENCEMENT of the herein described tract,

THENCE, with the common boundary line of said 591.858 acre tract and said 538.20 acre tract, S88°08'45"W, a distance of 308.01 feet to a calculated point, being a point on a southern boundary line of said 591.858 acre tract and being also a point on a northern boundary line of said 538.20 acre tract, for the

POINT OF BEGINNING of the herein described tract,

THENCE, continuing with the common boundary line of said 591.858 acre tract and said 538.20 acre tract, S88°08'45"W, a distance of 354.33 feet to a calculated point, being a point on a southern boundary line of said 591.858 acre tract, same being a point on a northern boundary line of said 538.20 acre tract, and being also a southeastern corner of Lot 15, Block L of Caliterra Phase Two, Section Eight, a subdivision recorded in Document Number 18010022 (O.P.R.H.C.TX.), from which a 1/2" iron rod found, being a southern corner of said Lot 15 and being also a point on a northern boundary line of said 538.20 acre tract bears S88°08'45"W, a distance of 696.06 feet,

THENCE, with the common boundary line of said 591.858 acre tract and said Caliterra Phase Two, Section Eight, the following eleven (11) courses and distances, numbered 1 through 11,

1. N00°15'31"W, a distance of 383.03 feet to a calculated point,
2. S89°59'11"W, a distance of 393.09 feet to a calculated point,
3. N00°00'49"W, a distance of 9 65 feet to a calculated point,
4. N83°52'39"W, a distance of 429.47 feet to a calculated point,
5. N35°27'26"W, a distance of 357.35 feet to a calculated point,
6. N55°18'33"W, a distance of 128.17 feet to a calculated point,
7. N70°58'48"W, a distance of 112.44 feet to a calculated point,
8. N86°32'30"W, a distance of 129.57 feet to a calculated point,
9. S73°49'11"W, a distance of 95.06 feet to a calculated point, being a point on the eastern right-of-way line of Kelsey Lane (60' R.O.W.), as dedicated in said Caliterra Phase Two, Section Eight,
10. N24°03'12"W, a distance of 19.22 feet to a calculated point, at a point of-curvature, for a curve to the left,
11. with said curve to the left, having a radius of 530.00 feet, an arc length of 52.58 feet, and whose chord bears N26°53'43"W, a distance of 52.56 feet to a calculated point, being a point on an eastern right-of-way line of said Kelsey Lane,

THENCE, crossing said 591.858 acre tract, the following five (5) courses and distances, numbered 1 through 5,

1. N71°39'07"E, a distance of 363 39 feet to a calculated point, at a point of curvature, for a curve to the left,
2. with said curve to the left, having a radius of 220.71 feet, an arc length of 389.04 feet, and whose chord bears N00°09'45"W, a distance of 340.59 feet to a calculated point, at a point of curvature, for a curve to the left,
3. with said curve to the left, having a radius of 273.50 feet, an arc length of 386.81 feet, and whose chord bears N87°27'55"W, a distance of 355.37 feet to a calculated point,
4. S30°23'23"W, a distance of 140.20 feet to a calculated point, and
5. S53°42'16"W, a distance of 113.96 feet to a calculated point, being a point on an eastern right-of-way line of said Kelsey Lane,

THENCE, with the common boundary line of said 591.858 acre tract and said Caliterra Phase Two Section Eight, the following four (4) courses and distances, numbered 1 through 4,

1. N31°40'42"W, a distance of 40.16 feet to a calculated point,
2. N53°42'17"E, a distance of 102.48 feet to a calculated point,
3. N30°23'23"E, a distance of 272.15 feet to a calculated point, and
4. N61°25'40"W, a distance of 153.53 feet to a calculated point, being a point on a southeastern right-of-way line of Premier Park Loop (60' R.O.W.), same being the northernmost corner of Lot 16, Block K of said Caliterra Phase Two, Section Eight, from which a capped ½" iron rod found stamped "CMA", being the westernmost corner of said Lot 16, same being the northernmost corner of Lot 15, Block K of said Caliterra Phase Two, Section Eight, and being also a point on a southeastern right-of-way line of said

Premier Park Loop, bears S28°34'20"W, a distance of 100.00 feet,

THENCE, with the common boundary line of said 591.858 acre tract, said Premier Park Loop, and Caliterra Parkway (80' R.O.W.), the following ten (10) courses and distances, numbered 1 through 10,

1. N28°34'20"E, a distance of 4.25 feet to a calculated point, at a point of curvature, for a curve to the left,
 2. with said curve to the left, having a radius of 330.00 feet, an arc length of 30.48 feet, and whose chord bears N25°55'38"E, a distance of 30.47 feet to a calculated point, at a point of curvature, for a curve to the right
 3. with said curve to the right, having a radius of 20.00 feet, an arc length of 20.21 feet, and whose chord bears N52°13'24"E, a distance of 19.36 feet to a calculated point, at a point of curvature, for a curve to the left,
 4. with said curve to the left, having a radius of 120.00 feet, an arc length of 115.18 feet, and whose chord bears N53°40'04"E, a distance of 110.81 feet to a calculated point, at a point of curvature, for a curve to
- the right,
5. with said curve to the right, having a radius of 30.00 feet, an arc length of 29.94 feet, and whose chord

bears N54°45'22"E, a distance of 28.71 feet to a calculated point, at a point of curvature, for a curve to the left,

6. with said curve to the left, having a radius of 540.00 feet, an arc length of 219.20 feet, and whose chord bears N71°42'45"E, a distance of 217.70 feet to a calculated point,
7. N60°05'00"E, a distance of 280.43 feet to a calculated point, at a point of curvature, for a curve to the right,
8. with said curve to the right, having a radius of 460.00 feet, an arc length of 372.08 feet, and whose chord bears N83°15'20"E, a distance of 362.02 feet to a calculated point,
9. S73°34'19"E, a distance of 253.79 feet to a calculated point, at a point of curvature, for a curve to the left, and
10. with said curve to the left, having a radius of 540.00 feet, an arc length of 323.69 feet, and whose chord bears N89°15'20"E, a distance of 318.87 feet to a calculated point, being a point on a southern right-of-way line of said Caliterra Parkway and being also the westernmost corner of Lot 32, Block A of Caliterra Phase One, Section Five, a subdivision recorded in Document Number 17019690 (O.P.R.H.C.TX.),

THENCE, with the common boundary line of said 591.858 acre tract and said Lot 32, S23°05'13"E, a distance of 1043.73 feet to a calculated point, being the southernmost corner of said Lot 32 and being also a northwestern corner of said Lot 1, Block A,

THENCE, with the common boundary line of said 591.858 acre tract and said Lot 1, S02°03'10"E, a distance of 907.39 feet to the POINT OF BEGINNING and containing 50.947 acres of land.

Tract 17: Intentionally Deleted

Tract 18: Commercial Parcel (4.980 Acres)

BEING ALL OF 4.980 ACRES OF LAND, BEING OUT OF AND A PART OF THE PHILIP A SMITH SURVEY NUMBER 26, ABSTRACT NUMBER 415, SITUATED IN HAYS COUNTY, TEXAS, SAID 4.980 ACRE TRACT BEING A PORTION OF A CALLED 591.858 ACRE TRACT OF LAND CONVEYED TO DEVELOPMENT SOLUTIONS CAT, LLC., IN VOLUME 4682, PAGE 342 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 4.980 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a concrete monument found, being an eastern corner of a called 4.00 acre tract of land conveyed to F. Gayle Needham in Volume 1633, Page 259 of the Deed Records of Hays County,

Texas (D.R.H.C.TX.), and being also a point on a western right-of-way line of Ranch Road 12 (80' R.O.W.), for the POINT OF COMMENCEMENT of the herein described tract,

THENCE, crossing said 4.00 acre tract, a called 1.00 acre tract of land conveyed to 1DOWN RR 12, LLC Instrument Number 15013497 (O.P.R.H.C.TX.), and a called 1.277 acre tract of land conveyed to Tina Johnson in Instrument Number 19033634 (O.P.R H.C.TX.), S10°17'55"W, a distance of 308.77 feet to a calculated point, at a point of curvature, for a curve to the right,

being a northeastern corner of said 591.858 acre tract, same being a point on a southern boundary line of said 1.277 acre tract and being also a point on a western right-of-way line of said Ranch Road 12, for a northeastern corner and the POINT OF BEGINNING of the herein described tract,

THENCE, with the common boundary line of said 591.858 acre tract and said Ranch Road 12, the following two (2) courses and distances, numbered 1 and 2,

1. with said curvature to the right, having a radius of 5653.79 feet, an arc length of 353.13 feet, and whose chord bears S07°08'18"W, a distance of 353.07 feet to a calculated point, and
2. S08°49'06"W, a distance of 25.59 feet to a calculated point, being a point on an eastern boundary line of said 591.858 acre tract, same being a point on a western right-of-way line of said Ranch Road 12, and being also a northeastern corner of Lot 1, Block D of the Amended Plat of Caliterra Phase One, Section Two, a subdivision recorded in Volume 18, Page 323, for a southeastern corner of the herein described tract,

THENCE, with the common boundary line of said 591.858 acre tract and said Amended Plat of Caliterra Phase One, Section Two, the following four (4) courses and distances, numbered 1 through 4,

1. S60°37'51"W, a distance of 89.06 feet to a calculated point,
2. S79°07'16"W, a distance of 283.83 feet to a calculated point,
3. S88°14'32"W, a distance of 83.62 feet to a calculated point, and
4. N01°46'19"W, a distance of 510.95 feet to a calculated point, being an eastern corner of said 591.858 acre tract, same being the northeastern corner of Lot 11, Block, being also a southeastern corner of Lot 12, Block D, both of said The Amended Plat of Caliterra,

Phase One, Section Two, and being also a southwestern corner of said 1.277 acre tract, for the northwestern corner of the herein described tract,

THENCE, with the common boundary line of said 591.858 acre tract and said 1.277 acre tract, S85°59'37"E, a distance of 504.76 feet to the POINT OF BEGINNING and containing 4.980 acres of land.

Tract 19: Open Space (6.708 Acres)

BEING ALL OF 6.708 ACRES OF LAND, BEING OUT OF AND A PART OF THE PHILIP A. SMITH

SURVEY NUMBER 26, ABSTRACT NUMBER 415, SITUATED IN HAYS COUNTY, TEXAS, SAID 6.708 ACRE TRACT BEING A PORTION OF A CALLED 591.858 ACRE TRACT OF LAND CONVEYED TO DEVELOPMENT SOLUTIONS CAT, LLC., IN VOLUME 4682, PAGE 342 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 6 708 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at 60D nail with shiner stamped "PRO-TECH", found at a fence post, being a southern corner of a called 453.709 acre tract of land conveyed to Limestone-Dripping Springs, LLC., in Volume 4438, Page 870 (O.P.R.H.C.TX.), and being also a point on a called western boundary line of Lot 44, Block E of The Amended Plat of Caliterra Phase One, Section Four, a subdivision recorded in Volume 19, Page 138 (O.P.R.H.C.TX.), for a northeastern corner and the POINT OF BEGINNING of the herein described tract, from which a capped $\frac{1}{2}$ " iron rod found stamped "5911", bears N22°58'21"W, a distance of 9.05 feet,

THENCE, crossing said 591.858 acre tract and with the western boundary line of said Lot 44, the following three (3) courses and distances, numbered 1 through 3,

1. S22°58'21"E, a distance of 291.04 feet to a calculated point,
2. S09°59'44"E, a distance of 463.74 feet to a calculated point, and
3. S23°06'13"E, a distance of 898.01 feet to a calculated point, at a point of curvature, for a curve to the right, being a southwestern corner of said Lot 44 and being also a point on a northern right-of-way line of Caliterra Parkway (80' R.O.W.), for a southeastern corner of the herein described tract,

THENCE, continuing across said 591.858 acre tract and with the northern right-of-way line of said Caliterra Parkway, the following two (2) courses and distances, numbered 1 and 2,

1. with said curve to the right, having a radius of 460.00 feet, an arc length of 269.06 feet, and whose chord bears S89°40'17"W, a distance of 265.25 feet to a calculated point, and

2. N73°34'19"W, a distance of 50.46 feet to a calculated point, at a point of curvature, for a curve to the right, being a point on a northern right-of-way line of said Caliterra Parkway, for a southwestern corner of the herein described tract,

THENCE, continuing across said 591.858 acre tract, the following nine (9) courses and distances, numbered 1 through 9,

1. with said curve to the right, having a radius of 25.00 feet, an arc length of 38.43 feet, and whose chord bears N28°15'27"W, a distance of 34.76 feet to a calculated point,
2. N15°46'44"E, a distance of 37.39 feet to a calculated point, at a point of curvature, for a curve to the left,
3. with said curve to the left, having a radius of 330.00 feet, an arc length of 67.16 feet, and whose chord bears N09°56'55"E, a distance of 67.05 feet to a calculated point,
4. N04°07'06"E, a distance of 106.97 feet to a calculated point, at a point of curvature, for a curve to the left,
5. with said curve to the left, having a radius of 330.00 feet, an arc length of 354.51 feet, an arc length of 354.51 feet, and whose chord bears N26°39'27"W, a distance of 337.71 feet to a calculated point,
6. N57°26'00"W, a distance of 41.41 feet to a calculated point,
7. N12°38'29"E, a distance of 157.73 feet to a calculated point,
8. N14°49'59"W, a distance of 529.66 feet to a calculated point, and
9. N33°34'34"W, a distance of 369.48 feet to a calculated point, being a point on a southern boundary line of said 453.709 acre tract,

THENCE, with the common boundary line of said 591.858 acre tract and said 453.709 acre tract, the following three (3) courses and distances, numbered 1 through 3,

1. N69°48'33"E, a distance of 44.75 feet to a calculated point,
2. S79°56'11"E, a distance of 103.28 feet to a calculated point, and
3. N88°08'53"E, a distance of 102.40 feet to the POINT OF BEGINNING and containing 6.708 acres of land.

Tract 20: Open Space (5.620 Acres)

BEING ALL OF 5.620 ACRES OF LAND, BEING OUT OF AND A PART OF THE PHILIP A. SMITH SURVEY NUMBER 26, ABSTRACT NUMBER 415, SITUATED IN HAYS COUNTY, TEXAS, SAID 5.620 ACRE TRACT BEING A PORTION OF A CALLED 591.858 ACRE TRACT OF LAND CONVEYED TO DEVELOPMENT SOLUTIONS CAT, LLC., IN VOLUME 4682, PAGE 342 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 5.620 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a ½' iron rod found, being the southeastern corner of Lot 6, Block F, of Caliterra Phase Two, Section Seven, a subdivision recorded in Instrument Number 1701961 (O.P.R.H.C.TX.), for a northeastern corner and the POINT OF BEGINNING of the herein described tract,

THENCE, crossing said 591.858 acre tract, the following ten (10) courses and distances, numbered 1 through 10,

1. S14°14'41"E, a distance of 77.62 feet to a calculated point,
2. S55°28'58"E, a distance of 462.24 feet to a calculated point,
3. S40°30'04"E, a distance of 111.88 feet to a calculated point,
4. S57°26'00"E, a distance of 527.94 feet to a calculated point,
5. N69°45'42"E, a distance of 151.16 feet to a calculated point, at a point of curvature, for a curve to the right,
6. with said curve to the right, having a radius of 270.00 feet, an arc length of 77.28 feet, and whose chord bears S04°04'53"E, a distance of 77.02 feet to a calculated point,
7. S04°07'06"W, a distance of 106.97 feet to a calculated point, at a point of curvature, for a curve to the right,
8. with said curve to the right, having a radius of 270.00 feet, an arc length of 54.95 feet, and whose chord bears S09°56'55"W, a distance of 54.86 feet to a calculated point,
9. S15°46'44"W, a distance of 36.15 feet to a calculated point, at a point of curvature, for a curve to the right, and
10. with said curve to the right, having a radius of 25.00 feet, an arc length of 39.00 feet, and whose chord bears S60°27'55"W, a distance of 35.16 feet to a calculated point, being a point on a northern right-of-way line of Caliterra Parkway (80' R.O.W.), for a southeastern corner of the herein described tract,

THENCE, continuing across said 591.858 acre tract and with a northern right-of-way line of said Caliterra Parkway, the following two (2) courses and distances, numbered 1 and 2,

1. N73°34'17"W, a distance of 94.44 feet to a calculated point, at a point of curvature, for a curve to the left, and
2. with said curve to the left, having a radius of 540.00 feet, an arc length of 291.15 feet, and whose chord bears N89°00'56"W, a distance of 287.64 feet to a calculated point, being a point on a northern right-of-way line of said Caliterra Parkway and being also a southeastern corner of Lot 9, Block F of said Caliterra Phase Two, Section Seven, for a southwestern corner of the herein described tract,

THENCE, continuing across 591.858 acre tract and with the eastern boundary line of said Lot 9, the following two (2) courses and distances, numbered 1 and 2,

1. N14°20'03"W, a distance of 218.94 feet to a capped ½" iron rod found stamped "CMA", and
2. N46°38'53"W, a distance of 793.09 feet to a capped ½" iron rod found stamped "CMA", being a northeastern corner of said Lot 9 and being also northeastern corner of Lot 7, Block F of said Caliterra Phase Two, Section Seven,

THENCE, continuing across said 591.858 acre tract and with a northern boundary line of said Lot 7, the following two (2) courses and distances, numbered 1 and 2,

1. N51°13'43"W, a distance of 122.95 feet to a capped ½" iron rod found stamped "ALL POINTS", and
2. N70°43'41"W, a distance of 86.31 feet to a capped ½" iron rod found stamped "ALL POINTS", at a point of curvature, for a curve to the left, being a northwestern corner of said Lot 7 and being also a point on an eastern right-of-way line of Parkside Drive (60' R.O.W.),

THENCE, continuing across said 591.858 acre tract and with an eastern right-of-way line of said Parkside Drive, with said curve to the left, having a radius of 330.00 feet, an arc length of 58.24 feet, and whose chord bears N07°34'41"E, a distance of 58.16 feet to a 60d nail found, being a point on an eastern right-of-way line of said Parkside Drive and being also a southwestern corner of said Lot 6, for a northwestern corner of the herein described tract,

THENCE, continuing across said 591.858 acre tract and with a southern boundary line of said Lot 6, S87° 28'40"E, a distance of 171.63 feet to the POINT OF BEGINNING and containing 5.620 acres of land.

Tract 21: Central Park (25.161 Acres)

BEING ALL OF 25.161 ACRES OF LAND, BEING OUT OF AND A PART OF THE PHILIP A. SMITH SURVEY NUMBER 26, ABSTRACT NUMBER 415, SITUATED IN HAYS COUNTY, TEXAS, SAID 25.161 ACRE TRACT BEING A PORTION OF A CALLED 591.858 ACRE TRACT OF LAND CONVEYED TO DEVELOPMENT SOLUTIONS CAT, LLC., IN VOLUME 4682, PAGE 342 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 25.161 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a capped 1/2" iron rod found stamped "CBD SETSTONE", at a point of curvature, for a curve to the right, being a southeastern terminus point of Premier Park Loop (60' R.O.W.) as dedicated in Replat of Caliterra Phase Three, Section Nine, a subdivision recorded in Instrument Number 21011156 (O.P.R.H.C.TX.), same being the southernmost corner of said Replat of Caliterra Phase Three, Section Nine, for a northwestern corner and the POINT OF BEGINNING of the herein described tract,

THENCE, crossing said 591.858 acre tract and with the southern right-of-way line of said Premier Park Loop, the following four (4) courses and distances, numbered 1 through 4,

1. with said curve to the right, having a radius of 270.00 feet, an arc length of 469.13 feet, and whose chord bears N75°09'50"E, a distance of 412.30 feet to a calculated point,
2. S55°03'32"E, a distance of 208.89 feet to a calculated point, at a point of curvature, for a curve to the left,
- 3 with said curve to the left, having a radius of 1030.00 feet, an arc length of 689.49 feet, and whose chord bears S74°14'10"E, a distance of 676.69 feet to a calculated point, and
4. N86°35'12"E, a distance of 31.17 feet to a capped "A" iron rod found stamped "CBD SETSTONE", being a point on a southern right-of-way line of said Premier Park Loop, and being also a northwestern corner of Lot 1, Block G of Caliterra Phase 2, Section 8, a subdivision recorded in Instrument Number 18010022 (O.P.R.H.C.TX.), for a northeastern corner of the herein described tract,

THENCE, continuing across said 591.858 acre tract and with the western boundary line of said Lot 1, the following three (3) courses and distances, numbered 1 through 3,

1. S01°13'48"E, a distance of 453.16 feet to a capped 3/4" iron rod found stamped "CBD SETSTONE",
2. S30°16'09"E, a distance of 90.60 feet to a capped 1/2" iron rod found stamped "CBD SETSTONE",
and
3. S04°38'27"E, a distance of 99.85 feet to a capped 1/2" iron rod found stamped "CBD SETSTONE",
being a southwestern corner of said Lot 1 and being also a point on a northern right-of-way line of said
Premier Park Loop, for a southeastern corner of the herein described tract,

THENCE, continuing across said 591.858 acre tract and with the southern right-of-way line of said
Premier Park Loop, the following eight (8) courses and distances, numbered 1 through 8,

1. N79°14'37"W, a distance of 292.44 feet to a calculated point, at a point of curvature, for a curve
to the left,
2. with said curve to the left, having a radius of 830.00 feet, an arc length of 601.89 feet, and
whose chord bears S79°58'53"W, a distance of 588.78 feet to a calculated point,
3. S59°12'23"W, a distance of 192.44 feet to a calculated point, at a point of curvature, for a curve
to the right,
4. with said curve to the right, having a radius of 270.00 feet, an arc length of 644.61 feet, and
whose chord bears N52°23'53"W, a distance of 502.06 feet to a calculated point,
5. N15°59'50"E, a distance of 212.98 feet to a calculated point, at a point of curvature, for a curve
to the left,
6. with said curve to the left, having a radius of 430.00 feet, an arc length of 97.16 feet, and whose
chord bears N09°31'27"E, a distance of 96.95 feet to a calculated point,
7. N03°03'04"E, a distance of 265.54 feet to a calculated point, at a point of curvature, for a curve
to the right, and
8. with said curve to the right, having a radius of 270.00 feet, an arc length of 105.26 feet, and
whose chord bears N14°13'11"E, a distance of 104.59 feet to the POINT OF BEGINNING and containing
25.161 acres of land.

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

21070221 ASSIGNMENT
12/22/2021 03:21:59 PM Total Fees: \$354.00

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



ORIGINAL

STATE OF TEXAS

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COUNTY OF HAYS

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Development Agreement:

Caliterra Subdivision

between:

City of Dripping Springs

and

Development Solutions CAT, LLC, Owner

January 14, 2014

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use controls; providing for the construction of appropriate and necessary utility, roadway and drainage infrastructure; encouraging economic development; protecting the environment and helping preserve native habitat and endangered species; and promoting the welfare of the citizens of the City and its ETJ; and

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

WHEREAS, the City and Owners desire that the entire Land be governed by this Agreement.

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

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

WHEREAS, this Agreement *runs with the land*, and thus shall be notarized, then filed in and among the land records of Hays County, and is binding upon subsequent purchasers of the Property, or any portions thereof; and

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

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

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

ARTICLE 1. DEFINITIONS

1.1 General. Words and phrases used in this Agreement shall have the meanings set forth in this section. Terms that are not defined below, but are defined in the City’s Code of Ordinances, shall be given the meanings set forth in the Code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words

used in the present tense shall include the future tense; words in the plural number shall include the singular number (and *vice versa*); and words in the masculine gender shall include the feminine gender (and *vice versa*). The word "shall" is always mandatory, while the word "may" is merely directory.

- 1.2 **Agreement:** This contract between the City of Dripping Springs, Texas and Owners, including all exhibits, which are incorporated herein for all intents and purposes.
- 1.3 **Applicable Fees:** The fees and charges to be paid by Owners to the City with respect to the development of the Land.
- 1.4 **Applicable Rules:** The City Rules that, as modified by the Project Approvals and variances, existed as of the Effective Date. This term does not include regulations mandated by state law, or that are necessary to prevent imminent harm to human safety or property.
- 1.5 **Association:** A community group that is organized with respect to the Land in which individual owners of lots share common interests and responsibilities for costs and upkeep of common space or facilities. The group may take the form of a Property Owners Association or Home Owners Association. The Project may allow for more than one Association.
- 1.6 **Building Code:** The most recent versions of the following building codes adopted by the City by ordinance: International Building Code, International Residential Code, National Electrical Code, International Plumbing Code, International Mechanical Code, International Energy Conservation Code, and the International Fire Code.
- 1.7 **Building Height:** The vertical distance from the average line of the highest and lowest finished grade points of that portion of the lot covered by the building (i.e., newly-established grade after construction) to the highest point of the building. The term shall not include the height of chimneys, spires, towers, and mechanical appurtenances.
- 1.8 **City:** The City of Dripping Springs, an incorporated Type A, general-law municipality located in Hays County, Texas.
- 1.9 **City Administrator:** The chief administrative officer of the City of Dripping Springs, Texas. The term also includes the Deputy City Administrator.
- 1.10 **City Council:** The governing body of the City of Dripping Springs, Texas.
- 1.11 **City Engineer:** The person or firm designated by the City Council as the engineer for the City of Dripping Springs, Texas.

- 1.12 City Rules:** The entirety of the City's ordinances, regulations and official policies, except as modified by this Agreement.
- 1.13 Conceptual Plan:** The conceptual plan of the Project attached as *Exhibit B*, as it may be amended from time to time in accordance with this Agreement.
- 1.14 County:** Hays County, Texas.
- 1.15 District(s):** The Hays County Development District No. 1, a conservation and reclamation district authorized pursuant to Texas Constitution Articles III, Section 52, or Article XVI, Section 59, possessing the powers under Chapter 49 and 51 of the Texas Water Code, and Chapters 375 and 383 of the Texas Local Government Code, as more fully described in Chapter 1503, Acts 77th Legislature, Regular Session 2001, that includes the Land or portions thereof and any subsequent district or districts.
- 1.16 Dwelling Unit:** Real property improved with a house, apartment, condominium, or similar improvement that provides basic living accommodations including sleeping space, bathroom and cooking facilities.
- 1.17 Effective Date:** The date upon which this Agreement is executed by all Parties.
- 1.18 Impervious Cover:** Buildings, parking areas, roads, and other impermeable man-made improvements covering the natural land surface that prevents infiltration. For further clarification on what is considered impervious cover under this Agreement, the TCEQ's Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer (Revised) shall be utilized by the Parties. Additionally, impervious cover assumptions for residential tracts, identified in the TCEQ publication RG 348A, shall be utilized to determine impervious cover on residential lots.
- 1.19 Impervious Cover Percentage:** The percentage calculated by dividing the total acres of impervious cover on the Land by the total number of acres included in the Land. In the calculation of impervious cover, the following shall be characterized as *pervious* for all purposes: open space, greenbelt, mitigation land, parkland, irrigation field, flood plain, unlined water quality and/or drainage facility and/or area, unlined detention facility, effluent holding pond, swale, irrigation area, playground, athletic fields, trails and sidewalks constructed of pervious materials as determined by the City Engineer adjacent to public rights-of-way, recreational facilities, and open space.
- 1.20 Land:** Approximately 592 acres of land, in Hays County, Texas, more fully described on the attached *Exhibit A*.
- 1.21 Mitigation Land:** A tract of real property designated by Owners to alleviate or lessen any adverse impacts of the Project. Mitigation land shall be preserved in perpetuity through conservation easements and/or deed restrictions.

- 1.22 Open Space:** A tract of real property not occupied by any structures or impervious surfaces. A tract of real property designated by a public or private entity as accessible by the public for active or passive recreation shall qualify as Open Space. Property included within the confines of individual residential lots shall *not* qualify as Open Space under this Agreement.
- 1.23 Owners:** Development Solutions CAT LLC, and any subsequent owner(s).
- 1.24 P&Z:** The Planning and Zoning Commission, a volunteer citizen advisory board of the City of Dripping Springs that has been granted specific land use and development regulatory authority pursuant to City ordinances and state statutes.
- 1.25 Project:** The Land, as it will be developed under this Agreement pursuant to the Conceptual Plan, attached as *Exhibit B*. The City may consider and approve modified Conceptual Plans that become necessary for Owners to obtain governmental permits, licenses and other approvals. The Project may include multiple phases for platting purposes.
- 1.26 Project Approvals:** The approvals, variances, alternative standards, waivers and exceptions to the Applicable Rules approved by the City with respect to the development of the Land, as set forth on the attached *Exhibit C*.
- 1.27 Recreation:** Leisure time activities. Active Recreation involves active or energetic activities that are often performed with others, involves the use of equipment, and takes place at prescribed places, sites or fields (including, but not limited to, playground activities, swimming, hiking and cycling). Passive Recreation involves activities that are relatively inactive or less energetic (including, but not limited to, board games, picnicking, and walking).
- 1.28 TCEQ:** Texas Commission on Environmental Quality, or its predecessor or successor agencies.
- 1.29 TxDOT:** Texas Department of Transportation, or its successor agencies.
- 1.30 Effective Date:** The date that this Agreement is executed by duly-authorized representatives of both the City and Owners.
- 1.31 WTCPUA:** The West Travis County Public Utility Agency, being a publicly owned water and wastewater utility, servicing Western Travis County and Northern Hays County, Texas.

ARTICLE 2. PUBLIC BENEFITS, INFRASTRUCTURE & AMENITIES

- 2.1 Orderly Growth:** The City desires that development within its ETJ occur in an orderly manner in order to protect the health, safety and welfare of the City's present and future citizens; preserve the environment; enhance property values; and provide for expansion of the City's tax base and municipal boundaries. This Agreement will benefit the City by facilitating the development of a master-planned community within an appropriate area of the City's ETJ and its municipal boundaries, which will allow for thoughtful and high-quality planning, the development of necessary roadways and utility facilities, the provision of required fire protection services, and the development of a balanced community that includes commercial, residential, civic and recreational uses. Through this Agreement, the City is furthering its land planning objectives by imposing in the ETJ components of the City's rules for Zoning, Lighting, Building, Exterior Design (for Commercial tracts), Signs and Landscaping.
- 2.2 Economic Development:** The development of the Project as a master-planned, mixed-use community will benefit the City by providing new employers and an expanded job market for the residents of the City and its ETJ; furthering the development of an expanded commercial tax base; and increasing the services that will be available to residents of the City and its ETJ.
- 2.3 Provision of Housing:** The development of the Land under this Agreement is intended to provide a range of housing prices for the City's present and future citizens and, as currently contemplated by the City's Comprehensive Plan, to allow the development of housing that will minimize negative environmental impacts and promote the aesthetic enhancement of the City and its ETJ. Further, the development of housing in accordance with this Agreement will promote safe and attractive housing conditions and a self-sustaining community.
- 2.4 Water & Wastewater Infrastructure:**
- 2.4.1. Water:** Potable water service will be provided by the Dripping Springs Water Supply Corporation (retail).
- 2.4.2. HCDD No. 1 Wastewater:** The District has obtained a permit from the TCEQ to treat wastewater and dispose of treated effluent within the Project. If the City does not have capacity to treat and dispose of wastewater from the Project, wastewater may be treated and disposed of via the District's permit and facilities.
- 2.5 Recreation & Tourism:** The City has established goals of increasing the availability of park and recreational facilities to serve the residents of the area, and enhancing the attractiveness of the City as a tourist destination. The development of the Project, as

contemplated by this Agreement, will further these current City goals in the following ways:

- 2.5.1 Open Space:** The Project will include approximately 150 acres of community parkland, playgrounds, and open space, that may include (among other items) greenbelts, irrigation, parks, community parkland, open space, active recreational areas, greenbelts, and mitigation land and conservation easements. At the discretion of Owners, portions may be dedicated to the City with the City's acceptance and approval, the County, a homeowner's association with assessment powers, or the District. The Conceptual Plan attached as *Exhibit B* describes the open space usage.
- 2.5.2 Operation & Maintenance:** The operation and maintenance of the dedicated open space shall be the responsibility of the District, or other non-city sources approved by the City until such open space is dedicated to another entity for operations and maintenance as approved by the City.
- 2.5.3 Public Access:** The Owners and the City may at a later date agree to designate certain portions of Open Space as open to the public for environmental or safety purposes as shown on *Exhibit B* (Conceptual Plan).
- 2.5.4 Master Parks & Open Space Plan; Parkland Dedication:** Owners agree to comply with the City's Parkland Dedication Ordinance. Owners agree to prepare a Master Parks & Open Space Plan ("MP & OS Plan"), subject to the City's approval, governing all parkland and open space within the Project. Owners shall submit to the City a MP & OS Plan within one (1) year of the Effective Date. Under this Agreement, it is not sufficient to meet parkland requirements on an individual plat basis; instead, all parkland requirements shall be tracked collectively through a matrix within the MP & OS Plan. Elements of the MP & OS Plan shall include a schedule and budget for proposed improvements and location of parkland. The MP & OS Plan shall delineate the extent of public use of the Open Space and address any limitations on public access. Owners agree to provide public access to Onion Creek, as will be specified in the MP and OS Plan, which may contain reasonable restrictions on use, such as posted hours, and limitations on camping and swimming.

Prior to MP and OS Plan approval, concurrent with platting of each phase of the project, Owners will designate specific parcels as parkland for the lots being platted at that time in compliance with the Parkland Dedication Ordinance. Following MP and OS Plan approval, each plat submission will comply with the approved MP and OS Plan.

- 2.6 Fees:** In consideration of the City's covenants and concessions contained within this Agreement, and in order to assure that the City does not incur uncompensated expenses

in connection with this Agreement and the development of the Land under this Agreement, Owners agree to pay to City certain development fees (as herein defined) as follows:

2.6.1 Administrative and Professional Fees: Owners have established an initial deposit of the Administrative & Professional Fees of Fifteen Thousand dollars (\$15,000.00) with the City, which is intended to cover all actual City costs comprised of legal, architectural, land planning and engineering fees, and related administrative expenses, directly associated with the evaluation, negotiation and drafting of this Agreement and the City's consent to the creation of the District within the City's extraterritorial jurisdiction. If the initial deposit proves to be insufficient, Owners shall remit additional funds as directed and deemed necessary by the City. Excess funds in escrow will be credited toward other fees owed by Owners to City (if any). Any final balance remaining in escrow shall be refunded to the Owners upon completion of the Project.

2.6.2 Development Agreement Fees:
Development Agreement Fee: Owners will pay balance (i.e., remaining 50%) of the Development Agreement Fee upon approval of the Agreement by the City Council and prior to execution of the Agreement by the City.

2.6.3 Subsequent Development Fees: Fees for all other applications or portions of applications not covered by Section 2.6.2 for the Project shall be subject to the then current applicable City fee schedules and charges.

2.7 Environmental Protection: Owners will comply with the following natural resource laws and regulations, to the extent applicable and consistent with the TCEQ Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer (Revised):

2.7.1 Aquifer Protection: The Land lies within the Barton Springs Segment of the contributing zone to the Edwards Aquifer. Accordingly, Owners will comply with all applicable TCEQ regulations, including but not limited to Edwards Aquifer Rules, 30 TAC 213, as may be amended.

2.7.2 Waterway Protection: Owners shall obtain authorization from and comply with the rules and regulations established by federal, state and local governmental entities regarding waterway protection.

2.7.3 Stormwater Controls: Owners will prepare and implement a stormwater pollution prevention plan in compliance with the TCEQ's Texas Pollution Discharge Elimination System stormwater general permit, or the National Pollution Discharge Elimination System general permit, for construction related stormwater discharges.

2.7.4 Endangered Species: Owners will seek to ensure that the Project will not jeopardize the continued existence of listed endangered species or destroy or adversely modify their critical habitat in accordance with the federal Endangered Species Act. Owners must provide City with documentation verifying the Project's compliance with the TCEQ Optional Enhanced Measures prior to construction.

2.7.5 Voluntary Measures: Owners will implement numerous voluntary environmental protection measures for the benefit of the Project, including:

(a) Owner Education: Owners will implement an education program to further the protection of the environmental resources in the Project. The program shall include, but shall not be limited to, the dissemination of pamphlets and newsletters to educate residents and property owners within the Project about the natural resources of the area and methods of environmental resource protection. Specifically, the educational program will address watershed protection; water conservation; native landscaping; species preservation; rain water harvesting; the dangers of using pesticides, fertilizers, and herbicides in the Onion Creek watershed; the promotion of organic fertilizers and herbicides; and the proper disposal of wastes.

(b) Public Education: Owners agree to collaborate with the City, the County, WTCPUA, USFWS and local school districts to explore the opportunities for public education regarding preservation of the environment using the Project as an example.

2.7.6 Required Measures: Owners shall implement numerous environmental protection measures for the benefit of the Project, including:

(a) Buffering: In order to protect water quality, Owners shall provide buffering of sensitive drainage areas within the Project in accordance with TCEQ's Optional Enhanced Measures. The approximate location of all buffer zones required by TCEQ shall be identified on *Exhibit D*.

(b) Landscaping; Landscapes: Owners shall comply with the City's Landscaping Ordinance as amended in all commercial areas. Owners may require residential areas to comply with the City's Landscape Ordinance. Owners agree that the use of native species of plant materials will be utilized throughout the Project attached as *Exhibit E*. Turf grasses on any lot within the Project shall be limited to Zoysia, Buffalo or Bermuda grasses. Other grasses may be approved by the City Administrator for lots utilizing drip irrigation systems. In no event may St. Augustine grass be used. The plant list attached as *Exhibit E* is approved and may be used.

(c) Exterior Design & Architectural Standards: Within the commercial area, Owners shall comply with the City’s Exterior Design & Architectural Standards Ordinance, as may be amended.

2.7.7 Wells; Water Conservation Plan: City agrees that water wells are permitted to be drilled on the Land. Existing and new wells may be utilized only for wet pond make-up water, effluent holding pond make-up water, all agricultural uses, community gardens, and irrigation of open space, except during times of drought, as permitted by the Hays Trinity Groundwater District.

2.8 Water Quality Protection: The District and Owners shall comply with the standards in TCEQ’s RG-348A publication in lieu of the City’s Water Quality Protection Ordinance. Except as City allows by variance, Owners shall comply with the City’s Water Quality Ordinance and Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer, and said Ordinance shall apply to this Agreement.

As indicated in *Exhibit D* (Buffer Zones), the Project’s water quality protection plan will include the establishment of natural buffer areas adjacent to streams and natural drainage ways to help maintain predevelopment water quality. The natural buffer areas will also provide an area to filter overland flow from adjacent development. Therefore, streams shall have a native vegetation buffer on each side as follows:

- Streams draining 640 acres (one square mile) or greater shall have a minimum buffer of 300 feet from the centerline on each side of the stream.
- Streams draining less than 640 acres but 320 or more acres shall have a minimum buffer of 200 feet from the centerline on each side of the stream.
- Streams draining less than 320 acres but 128 or more acres shall have a minimum buffer of 100 feet from the centerline on each side of the stream.
- Streams or swales draining less than 128 acres but 40 or more acres shall have a minimum buffer of 50 feet from the centerline on each side of the drainage.
- Streams or swales draining less than 40 acres but 5 or more acres shall have a minimum buffer of 25 feet from the centerline on each side of the drainage.

Additionally, in an effort to achieve a higher pollutant load removal than required by the TCEQ’s Optional Enhanced Measures and to demonstrate to the City the Owners’ interest in preserving water quality, rather than just providing one water quality best management practice (BMP), the Owners shall operate 2 or 3 BMPs in series to help preserve water quality. The following table lists the BMPs proposed to be operated in series to satisfy both the TCEQ’s and the City’s water quality protection requirements.

Proposed BMPs Operating in Series		
1st BMP	2nd BMP	3rd BMP (if applicable)
Sand Filtration	Engineered Filter Strip	Natural Filter Strip
Wet Pond	Engineered Filter Strip	None
Bioretention	Engineered Filter Strip	None
Engineered Filter Strip	Grassy Swale	None
Engineered Filter Strip	Natural Filter Strip	None
Grassy Swale	Sand Filtration	Natural Filter Strip
Grassy Swale	Wet Pond	Natural Filter Strip
Grassy Swale	Bioretention	Natural Filter Strip
Extended Detention	Bioretention	Natural Filter Strip

Storm water runoff from the project will be treated by a combination of the water quality treatment strategies identified above. For residential lots draining away from roadways and sheet flowing onto adjacent open areas, natural buffers areas, or natural filter strips, no further treatment or water quality easements will be necessary. Given that the project is subject to an Integrated Pest Management (IPM) plan, adequate water quality treatment for these residential lots will be achieved by the vegetated pervious areas located within each respective lot and/or the adjacent open areas, natural buffers areas, or natural filter strips lying down gradient.

ARTICLE 3. PROPERTY DEVELOPMENT

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

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

Owners have authority to develop the Property in accordance with the Applicable Rules, as modified by any exceptions contained in the Project Approvals and this Agreement.

3.2 Project Approvals & Entitlements:

3.2.1 Project Approvals & Variances; Future Modifications: The Project Approvals set forth in *Exhibit C* (the “Project Approvals”), and the variances, special exceptions and alternative standards also in *Exhibit C*, upon approval by all required City boards and commissions and the City Council, will be granted by the City with respect to the development of the Land. Any additional variance affecting and relevant to this Project shall be subject to any and all applicable ordinary City variance approval procedures. Future modifications to this Agreement mutually agreed upon by City and Owners shall not subject any other portion of this Agreement to modifications.

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

3.2.3 Density of Development:

(a) **Residential:** Owners will have the right to develop no more than 600 Single-Family residential lots on the Land within the area identified on the Conceptual Plan as *Residential*.

(b) **Commercial:** Notwithstanding any other allowed uses or limitations established by the City Rules, Owners will have the right to develop no more than 170 Dwelling Units on the Land within the area identified on the Conceptual Plan as *Commercial*.

3.2.4 Land Use; Zoning Change: For purposes of this Agreement the following shall be allowed within areas noted as residential areas: single-family residences and related structures; duplex residential units; townhomes, condominiums; schools, parks, sports and playground facilities; community centers; churches; fire/police/medical protection facilities; water and wastewater facilities; amenities centers; and similar type uses (the “Residential Uses”). Commercial uses for purposes of this Agreement may include multi-family, hotels, spa, related facilities, maintenance facilities, and other commercial/retail and office uses. Open space will include the open space/landscape areas. Areas classified as street right-of-way (R.O.W.) will include all public street R.O.W., shared access drive

easements within the final plat, and Ranch Road 12 dedicated R.O.W. Any use that would be allowed in a residential use area will be allowed in commercial use areas. Upon the effective date of this Agreement, Owners shall apply for a zoning change to General Retail (GR) for the approximate 24 acres marked as Commercial in the Conceptual Plan.

3.2.5 Impervious Cover: Owners may develop the Project with an Impervious Cover Percentage that does not exceed cumulatively and in the aggregate **twenty-five percent (25%)** over the entire Project, including the commercial area. Owners shall have the right to apportion impervious cover limits on a lot by lot or use by use basis, and may apportion such limits as it deems desirable so long as the overall limitation herein specified is not exceeded. Owners may count in density and impervious cover calculations land designated as landscape/open space, parks, or similar areas as pervious areas. Areas within City limits upon execution must comply with the City's impervious coverage regulations in place at time of execution.

3.2.6 Phasing of Development: The calculation of impervious cover, parkland requirements, lot averaging and similar requirements shall be determined and calculated on a whole project basis. Each plat filed with the City shall contain a chart indicating the amount of impervious cover, LUE use, and parkland required for the entire Land, the amount associated with prior platted areas and the amount associated with the area subject to such plat. The chart shall also show the average lot size computation for the Land as a whole and resulting from the plat and prior platted areas.

3.2.7 Replatting: Any portion of the Property may be replatted to change the use or designation of that previously platted portion so long as the entire platted portion of the Property meets the requirements of this Agreement, the Applicable Rules, and state law. No replat shall result in the Project increasing the density as defined in Section 3.2.3. Such replatting shall be deemed controlled by this Agreement as if the same were an original platting of such replatted portions.

3.2.8 Height: Building Height is limited to forty feet (40').

3.3 Further Approvals:

3.3.1. Upon the Effective Date of this Agreement, Owners have the authority to develop the Land consistent with the Project Approvals and in accordance with this Agreement. Any future approvals granted in writing by the City for such development, as well as any written amendments to the Project Approvals, will become a part of the Project Approvals.

- 3.3.2. The City agrees that preliminary plats, final subdivision plats and construction documents submitted in accordance with this Agreement will be reviewed, and processed in accordance with this Agreement, the Code of Ordinance, and state law.
- 3.3.3. Notice of the submission of final subdivision plats and construction documents shall be given in accordance with the Subdivision Ordinance. The final authority for approval of final subdivision plats and construction documents shall be as designated by the Subdivision Ordinance.
- 3.3.4. Construction plans consistent with this Agreement and the Applicable Rules can be approved prior to approval of Final Plat.

3.4 Standard for Review: The City’s review and approval of any submissions by Owners will not be unreasonably withheld, conditioned, or delayed. The City will review any plans, plat or other filing by Owners in accordance with the applicable City’s ordinances, state law and this Agreement within 30 days of submittal. If any submittal is not approved, the City will provide written comments to Owners within the 30 day review period specifying in detail all of the changes that will be required for the approval of the submittal. Within fourteen (14) days of the date the changes specified in the City’s written comments are made by Caliterra and the revised submittal is delivered to the City, the City will approve the submittal or request a revised resubmittal. Time does not begin (i.e., is not deemed submitted) until any submittal/resubmittal is deemed administratively complete by the City.

3.5 Conceptual Plan Amendments:

- 3.5.1 Due to the fact that the Project comprises a significant land area and its development will occur in phases over a number of years, modifications to the Conceptual Plan may become necessary due to changes in market conditions or other factors. In order to provide flexibility with respect to certain details of the development of the Project, Owners may seek changes in the location and configuration of the use classifications shown on the Conceptual Plan, including changes within the proposed residential, commercial, mitigation land or open space areas shown on the Conceptual Plan. Such changes will require an amendment to the Conceptual Plan by the Planning & Zoning Commission, and City Council.
- 3.5.2 The City acknowledges that Owners and/or District may, in the future, desire to acquire and add additional land into the District’s boundary that has a shared boundary with the Land. If Owners acquire any such additional property that it desires to add to the Project and make subject to this Agreement, the Owners will give written notice to the City of the acquisition, which will include a description of the property that has been acquired and a proposed conceptual plan for that

property. The Owners shall properly apply to the City for an amendment to this Agreement to add the Land and shall pursue the City's ordinary development agreement approval process. The City's approval of the addition of property will be processed in accordance with the Applicable Rules and fees.

3.5.3 The City Administrator shall be responsible for consideration and approval of such administrative amendments to the Conceptual Plan. The City Administrator may defer such approval to the City Council at the City Administrator's discretion. Further, minor changes as defined by the City Administrator, that are proposed for the Conceptual Plan that do not result in an increase in the overall density of development of the Land or increase the Impervious Cover Percentage of the Project, and which otherwise comply with the Applicable Rules and this Agreement may be approved by the City Council. Similarly, minor variations of a preliminary plat or final plat from the Conceptual Plan that are approved by the City Administrator that do not increase the overall density of development of the Land or increase the overall Impervious Cover limit of twenty five percent (25%), and which otherwise comply with the Applicable Rules, and this Agreement will not require an amendment to the Conceptual Plan.

3.6 Term of Approvals: The Conceptual Plan, the Project Approvals, and any preliminary plat or final plat approved pursuant to this Agreement will be effective for the term of this Agreement unless otherwise agreed by the Parties.

3.7 Extension of Permits & Approvals: In no instance shall any permits or approvals be extended beyond the duration of this Agreement; however, any permit or approval under this Agreement or granted by the City pursuant to, or in accordance with, this Agreement shall be extended for any period during which performance by any Owner is prevented or delayed by action of a court or administrative agency, or an Owner is delayed due to failure to receive a governmental permit despite demonstrable diligent efforts to obtain said permit.

3.8 Initial Brush Removal: Owners may mechanically remove brush without material soil surface disruption prior to receiving approval of plats in order to determine the location of roads, lots, utilities and drainage areas with regard to preservation of environmental features. Prior to the phase plat approval, Owners may remove any tree with a trunk having a diameter less than six (6") inches measured four (4) feet above the base (ground elevation) of the tree. Prior to that plat approval, Owners will not materially alter the existing drainage patterns prior to receiving City approval for Construction Plans. Owners shall ensure that as much area as possible is left undisturbed for as long as reasonably possible.

3.8.1 The use of track vehicles is acceptable provided that a preconstruction conference is held on-site with the Owners (or Owners' representative as Developer),

contractor, and City Administrator. During the conference the Owners will provide the City with the following information:

- (a) the area to be cleared.
- (b) a current aerial photograph that is 3" pixel resolution with Texas State Plane Coordinate, South Central Zone, NAD 83, survey feet is an adequate substitute for a ground tree survey.
- (c) the area to be cleared having been marked on a survey with the Water Quality Buffer Zones (WQBZ) and other environmental features marked out for being avoided.
- (d) an erosion control plan must be submitted showing what will be in place to manage stormwater runoff, to include silt fencing, rock berms, etc.

3.8.2 Work within a WQBZ must be limited to rubber-tired vehicles or hand-clearing only taking care to stay out of the stream itself. A written plan for work to be done within a WQBZ must be submitted to and approved by City staff prior to any work, describing: (a) work methods, (b) proposed equipment, (c) scope of work, and (d) restoration plans for once work is done.

3.9 Oak Wilt:

- (a) During construction of streets, drainage and utilities, Owners will utilize reasonable measures to prevent the spread of Oak Wilt caused by the fungus *Ceratocystis Fagacearum*. Tree removal will be in accordance with generally-accepted best practices. Owners will include the requirement to utilize reasonable Oak Wilt measures in all agreements for construction of streets, drainage and utilities for the Project.
- (b) Deed restrictions for all plats of the Property will include covenants imposing reasonable Oak Will prevention measures on all subsequent owners of the Property.

3.10 Building Code: Owners agree that all habitable buildings shall be constructed in accordance with all building or construction codes that have been adopted by the City. Fees for all building permits or building inspections by the City or the City's designee under this section shall be paid by builders. Building permit and building inspection fees are not included among the fees specifically listed in this Agreement.

3.11 Fiscal Security for Improvements: The Owners shall be required to provide fiscal security prior to recording the associated approved final plat. In lieu of providing fiscal security, the Owners may secure approval of the final plat and construction plans and then construct the improvements in accordance with the approved construction plans. Only once the improvements are constructed and accepted for maintenance, the Owners may then record the approved final plat. The City Administrator recognizes that the

County and/ or District may require construction and maintenance bonds for improvements.

- 3.12 Deed Restrictions:** Owners agree that all restrictive covenants for the Project shall reinforce the provisions of this section and be applied to all builders and subsequent buyers, and shall be appropriately drafted and filed to effectuate this intent and Agreement. Deed restrictions shall not be construed to replace or supersede the Applicable Rules.
- 3.13 Highway Access:** The roadway cuts shown on *Exhibit B* are approved by the City as of the Effective Date. All roadway and driveway cuts onto Ranch Road 12 not shown on *Exhibit B* shall be subject to the approval of the City, which approval shall not be unreasonably withheld. Owners and/or the District agree to construct and fund acceleration lanes, deceleration lanes, and traffic control devices required by TxDOT.
- 3.14 Option for Private Gated Section(s):** The Owners and the City hereby agree that the Owners may elect to develop one or more sections of the Project as private, gated sections, under the following conditions:
- 3.14.1** The City or County shall not be responsible for the ownership or maintenance of private streets within such sections; and
- 3.14.2** Streets within such sections shall be owned and maintained by the HOA, a District, or such other entity as chosen by the Owners and approved by the City; and
- 3.14.3** Dripping Springs Independent School District (“DSISD”) and the providers of fire, law enforcement and emergency medical services for the Project must approve the street standards and design and operation and private gates to be utilized for such streets prior to construction. The design and operation of private, gated sections shall comply with all applicable requirements of the DSISD or such Independent School District with jurisdiction over the Property.
- 3.15 Slope Protection & Treatment:** The Property has bands of existing slopes that exceed fifteen percent (15%). Owner has minimized the construction in these areas; however, development will necessitate some construction in these areas in order to develop the site. Construction may occur on slopes that exceed 15% if the following criteria and design standards are met:
- 3.15.1.** Designs shall be based on commonly accepted Geotechnical, Structural, Drainage and Water Quality Engineering practices, including local design criteria.
- 3.15.2.** Designs and aesthetic treatments shall be consistent throughout the Project. Aesthetic treatments of exposed graded slopes, retaining walls and foundations shall be designed and graded in accordance with generally accepted engineering

practices. To the extent reasonably practical, Owners will require builders to shield exposed retaining walls and foundations with vegetation and/or fencing or other methods where reasonably practical or desirable to shield view of the exposed retaining wall or foundation. The methods will be included by the Owners in the subject to Deed Restrictions / CCRs.

ARTICLE 4. ADDITIONAL MATTERS

- 4.1 Fire Protection:** Upon consultation with Emergency Services District (ESD) 6, Owners shall submit to City plans for emergency access points (e.g., crash gates) – if any -- during the platting phase of each development.
- 4.2 Lighting:** Except as provided herein and in *Exhibit C*, Owners agree to comply with the City's Lighting Ordinance in effect as of the Effective Date. Street lighting must first be approved by the City prior to installation.
- 4.3 Signage:** Owners agree to comply with the City's Sign Ordinance in effect as of the Effective Date, except as follows:
- 4.3.1. Master Signage Plan:**
Owners will submit a Master Signage Plan within one year of the effective date of this Agreement.
- 4.3.2 Subdivision Identification Sign:** Notwithstanding anything to the contrary in the City's Sign Ordinance, Owners may incorporate three subdivision identification sign features into the subdivision entry monumentation and architectural features at the Project's main entrance along Ranch Road 12 (the "Entry Features"). Without a variance, the area of each sign incorporated into the Entry Features may not exceed thirty-two (32) square feet, measured as the rectangular area including the signage lettering but excluding the other area of the hardscape Entry Features. The Entry Features shall not exceed thirty-six feet (36') in height. The subdivision identification sign cannot be more than six feet (6') measured at the average grade of the road (i.e., a cross-section of Ranch Road 12 measured at the edge of the pavement).
- 4.3.3 Neighborhood Signs and Monuments:** Owners may construct a subdivision monument sign (in accordance with the size limitations of Section 26.06.064 of the City's Sign Ordinance, as amended) at the entrance to each discreet neighborhood, subdivision, or section of lots within the Project.
- 4.3.4 Future Variances to Sign Ordinance:** Future variances to the City's Sign Ordinance required for the Project or alternative signage standards for the Project

are subject to City Council approval in accordance with the City's Sign Ordinance.

4.4 Annexation: Within 180 days of the Effective Date, Owners and City will enter into a separate agreement regarding future annexation of land within the District, and will reach a conforming agreement with the District on a Dissolution Agreement to be executed by the City and the District. During that six-month period, the City will not annex or attempt to commence annexation of Land within the District prior to execution of the annexation and dissolution agreements.

4.4.1 Land Uses. Contemporaneously with the annexation of land located within the Project as described on *Exhibit B*, the City will zone any undeveloped property within the District consistently with the land uses shown on the Conceptual Plan, as it may be amended or adjusted by the District, and will zone all developed property consistently with the land uses in existence on the date of annexation.

4.5 Infrastructure Construction & Inspections: The District will be responsible for construction, operation and maintenance of all water, wastewater and drainage infrastructure within its boundaries except as provided in this Agreement. The District and the Dripping Springs Water Supply Corporation will have the right to review and approve all plans and specifications for water system infrastructure, and to inspect all such infrastructure during construction and prior to acceptance for operation and maintenance. In order to avoid duplication of effort and unnecessary costs, no City review of water plans and specifications or City inspection of these facilities will be required. However, the City, may, at its option, review plans and specifications for infrastructure other than the water system, and provide comments to the District within thirty (30) days of requesting the plans and specifications to review. The District shall consider all comments promptly provided by the City. The City will collect no related fees other than those fees provided elsewhere in this Agreement. A copy of each set of approved plans and specifications and a copy of all inspection certificates will be filed with the City. All water, wastewater, and drainage infrastructure within the Land shall be designed and built in accordance with the rules, regulations and specifications of the TCEQ, which rules, regulations and specifications are adopted as the governing rules, regulations and specifications for the water utility infrastructure constructed to serve the Land.

4.6 Cemetery: Owner will erect a fence where the Project's lots abut Phillips Cemetery. The fencing will be consistent with *Exhibit F*. Owners must apply for and receive a building permit from the City prior to construction of the fence. Owners' permit application to the City shall include a letter of support for the fence design from the cemetery's board of directors.

ARTICLE 5. AUTHORITY

5.1 Term:

- 5.1.1 Initial Term.** The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years thereafter (“Initial Term”), unless sooner terminated under this Agreement. After the Initial Term, the Agreement may be extended for up to three successive five (5) year periods by Owners, with City’s approval, by delivering written notice of such election to the City on or before the expiration of the then-current term.
- 5.1.2 Extensions.** In order to extend the term of this Agreement beyond the Initial Term and the three five-year extension periods described in 5.1.1, Owners must notify the City in writing at least one hundred eighty (180) days prior to the last day of the then-current term that it wishes to renew this Agreement. The City will then place the renewal of this Agreement on the agenda for the next regularly scheduled meeting of the City Council for consideration. The renewal of this Agreement by the City after the Initial Term and three (3) five (5) year extension periods will be at both the City’s and Owners’ discretion, and the parties agree that neither the City nor Owners is under any obligation to renew this Agreement after the Initial Term. The total duration of this Agreement and any successive renewals shall not exceed thirty (30) years.
- 5.1.3 Expiration.** After the Initial Term and any extension, this Agreement will be of no further force and effect, except that termination will not affect any right or obligation arising from Project Approvals previously granted.
- 5.1.4 Termination or Amendment.** This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the City and Owners, or may be terminated or amended only as to a portion of the Land by the mutual written consent of the City and the Owners of only the portion of the Land affected by the amendment or termination.
- 5.2 Authority:** This Agreement is entered under the statutory authority of Sections 42.044 and 212.172 of the *Local Government Code*. The Parties intend that this Agreement guarantee the continuation of the extraterritorial status of portions of the Land as provided in this Agreement; authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning upon annexation of any portion of the Land to the City.
- 5.3 Applicable Rules:** As of the Effective Date, Owners have initiated the subdivision and development permit process for the Project. The City agrees that, in accordance with

Chapter 245, *Local Government Code*, the City will consider the approval of any further approvals necessary for the Project based solely on the Applicable Rules, as modified by the Project Approvals and this Agreement. Further, the City agrees that, upon the Effective Date, Owners have vested authority to develop the Land in accordance with the Applicable Rules, as modified by any exceptions contained in the Project Approvals and this Agreement.

5.4 Right to Continue Development: In consideration of Owners' agreements hereunder, the City agrees that, during the term of this Agreement, it will not impose or attempt to impose: (a) any moratorium on building or development within the Project, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plans, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Project. No City-imposed moratorium, growth restriction, or other limitation affecting the rate, timing or sequencing of development or construction of all or any part of the Project will apply to the Land if such moratorium, restriction or other limitation conflicts with this Agreement or would have the effect of increasing Owners' obligations or decreasing Owners' rights and benefits under this Agreement. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and ETJ due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

5.5 Equivalent Substitute Obligation: If either Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and bona fide threat to public safety that prevents performance or requires different performance, subsequent conditions that would legally excuse performance under this Agreement, or, the Parties agree to cooperate to revise this Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party's overall contractual benefit under this Agreement. The City agrees to adopt any subsequent ordinances, variances, or other approvals that may be necessary to implement this Section.

5.6 Cooperation:

5.6.1 The City and Owners each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

5.6.2 The City will not unreasonably hinder, and, at the City's discretion, may agree to cooperate with Owners in connection with any waivers or approvals Owners may desire or require to obtain from the County in connection with the development of the Land, specifically including approval of road district powers for the District covering the Land to assist in financing the roadways required for the Project and a

deferral of the County's plat and plan approval powers to the City for all plats and public infrastructure within the Project, other than roadway infrastructure that will be dedicated to the County for operation and maintenance after construction. Roads shall be subject to County review, inspection and approval prior to dedication to the County, unless the property is annexed by the City in which case the City would maintain the roads.

- 5.6.3** The City acknowledges that the District(s) may in the future seek State or federal grant matching funds to finance certain park, recreational and environmental facilities within the Project. The City agrees to cooperate with and support these efforts to obtain grant funding that do not interfere with or conflict with the City's efforts to secure similar funding, including entering into joint use agreements with the District, in furtherance of the City's goal of making additional park, environmental and recreational facilities available to the area. Provided, however, the City will have no financial obligation associated with this activity.
- 5.6.4** Owners, the District, and the City agree to cooperate in granting each other easements, as necessary, for water and wastewater transmission lines, or other utility easements to effectuate the purpose of this Agreement.
- 5.7 Litigation:** In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Owners and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the City Council. The filing of any third party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction. The City agrees not to stipulate or agree to the issuance of any court order that would impede or delay the City's processing or issuance of approvals for the Project.

ARTICLE 6. GENERAL PROVISIONS

6.1 Assignment & Binding Effect:

- 6.1.1** This Agreement, and the rights and obligations of Owners hereunder, may be assigned by Owners to a subsequent purchaser of all or a portion of the undeveloped property within the Project provided that the assignee assumes all of the obligations hereunder. Any assignment must be in writing, specifically describe the property in question, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City and recorded in the real property records as may be required by applicable law. Upon any such assignment, the assignor will be released of any further obligations under this Agreement as to the property sold and obligations assigned.
- 6.1.2** If Owners assign its rights and obligations hereunder as to a portion of the Project, then the rights and obligations of any assignee and Owners will be non-severable, and Owners will be liable for the nonperformance of the assignee and vice-versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, even if such remedies will impede development activities of any performing developer as a result of that nonperformance.
- 6.1.3** The provisions of this Agreement will be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement will not, however, be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Project.
- 6.1.4** Owners agree that all restrictive covenants for the Project shall reinforce this Agreement. Owners further agree to memorialize the terms of this Agreement through inclusion in the plat notes. The Agreement *shall be recorded* in the *Hays County* land records to place subsequent purchasers on notice.

6.2 Severability: If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

6.3 Governing Law, Jurisdiction & Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The parties acknowledge that this Agreement is performable in *Hays County*, Texas and hereby submit to the jurisdiction of the courts of that County, and

hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.

6.4 No Third Party Beneficiary: This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.

6.5 Mortgage Protection: This Agreement will not affect the right of Owners to encumber all or any portion of the Land by mortgage, deed of trust or other instrument to secure financing for the Project. The City understands that a lender providing financing for the Project (“Lender”) may require interpretations of or modifications to this Agreement and agrees to cooperate with Owners and its Lenders’ representatives in connection with any requests for interpretations or modifications. The City agrees not to unreasonably withhold or delay its approval of any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City agrees as follows:

6.5.1 Neither entering into this Agreement, nor any breach of this Agreement, will affect any lien upon all or any portion of the Land.

6.5.2 The City will, upon written request of a Lender given in compliance with Section 6.17, consider providing the Lender with a copy of any written notice of default given to Owners under this Agreement within ten (10) days of the date such notice is given to Owners.

6.5.3 In the event of default by Owners under this Agreement, a Lender may, but will not be obligated to, cure any default during any cure period extended to Owners, either under this Agreement or under the notice of default.

6.5.4 Any Lender who comes into possession of any portion of the Land by foreclosure or deed in lieu of foreclosure will take such property subject to the terms of this Agreement. No Lender will be liable for any defaults or monetary obligations of Owners arising prior to the Lender’s acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to that property until all delinquent fees and other obligations of Owners under this Agreement that relate to the property in question have been paid or performed.

6.5.5 The City hereby consents to Owner collaterally assigning to such lender Owner’s interest in this Agreement as additional security for such loan, and will execute and deliver to such lender such consents to assignment as such lender may reasonably require.

6.6 Certificate of Compliance: Within thirty (30) days of written request by either Party given accordance with Section 6.17, the other Party will execute and deliver to the

requesting Party a statement certifying that: (a) this Agreement is unmodified and in full force and effect or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification; (b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and (c) any other information that may be reasonably requested. A Party's failure to deliver a requested certification within this 30-day period will conclusively be deemed to constitute a confirmation that this Agreement is in full force without modification, and that there are no uncured defaults on the part of the requesting Party. The City Administrator or City Development Coordinator will be authorized to execute any requested certificate on behalf of the City.

- 6.7 Default:** If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. The City may issue Stop Work Orders for violations arising under this Agreement or the regulations applied herein.
- 6.8 Remedies for Default:** If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement. The City acknowledges that any refusal of or delay by the City to perform its obligations under this Agreement may have a substantial and material impact of Owners, and its ability to exercise its rights and perform its obligations under this Agreement. In the event of a default by the City, Owners will be entitled to seek a writ of mandamus, in addition to seeking any other available remedies. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.
- 6.9 Reservation of Rights:** To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.
- 6.10 Attorneys Fees:** The prevailing Party in any dispute under this Agreement will be entitled to recover from the non-prevailing Party its reasonable attorneys fees, expenses and court costs in connection with any original action, any appeals, and any post-judgment proceedings to collect or enforce a judgment.

- 6.11 Waiver:** Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of the length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.
- 6.12 Exhibits, Headings, Construction & Counterparts:** All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and *vice-versa*. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.
- 6.13 Time:** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.
- 6.14 Authority for Execution:** The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Owners certify, represent, and warrant that the execution of this Agreement is duly authorized in conformity with their authority.
- 6.15 Property Rights:** Owners expressly and unconditionally waive and release the City from any obligation to perform a takings impact assessment under the Texas Private Real Property Rights Act, Texas Government Code Chapter 2007, as it may apply to this Agreement, the Land, and the Project.
- 6.16 Jurisdictional Compliance:** Owner understands and agrees it shall comply with all regulations of each entity having authority over any portions of the Project.

6.17 Notices: Any notices or approvals under this Agreement must be in writing may be sent by hand delivery, facsimile (with confirmation of delivery) or certified mail, return receipt requested, to the Parties at the following addresses or as such addresses may be changed from time to time by written notice to the other Parties:

CITY:

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

Copy to: Bojorquez Law Firm, PC
Attention: Alan J. Bojorquez
12325 Hymeadow Dr., Ste. 2-100
Austin, Texas 78750
Fax: (512) 250-0749

OWNERS:

Original: Development Solutions CAT, LLC
c/o James A. Siepiela
15400 Knoll Trail, Suite 201
Dallas, Texas 75248
Facsimile: (972) 960-2660

Copy to: Andrew N. Barrett
Andrew Barrett and Associates, PLLC
3300 Bee Cave Road, Suite 650 #189
Austin, Texas 78746

New Address
Andy Barrett & Associates, PLLC
PO Box 12603
Dallas, TX 75225

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

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

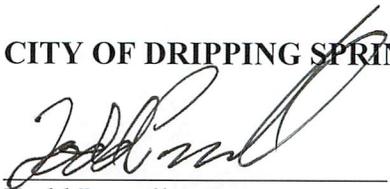
- Exhibit A- Metes and Bounds Description of the Land
- Exhibit B- Conceptual Plan
- Exhibit C- Project Approvals, including Variances, Exceptions, Alternative Standards
- Exhibit D- Buffer Zones
- Exhibit E- Approved Plant List
- Exhibit F- Phillips Cemetery Fencing

STATE OF TEXAS
COUNTY OF HAYS

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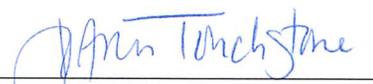
IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below, to be effective on the date the last party signs.

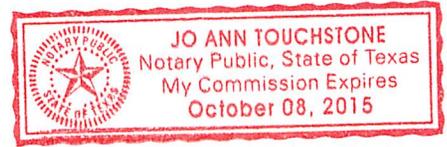
CITY OF DRIPPING SPRINGS:

by: 
Todd Purcell, Mayor

date: 2/12/14

This instrument was executed by **Todd Purcell** before me on this, the 12th day of February 2014.


Notary Public, State of Texas



STATE OF TEXAS
COUNTY OF HAYS

§
§
§

OWNERS, Development Solutions CAT,
LLC, a Texas limited liability company:

Julie K. Braun

BY: Julie K. Braun
ITS: Vice President

This instrument was executed by Julie K. Braun before me on this, the 18 day of February 2014.

Jessa Elizabeth Roginski
Notary Public, State of ~~Texas~~
Minnesota

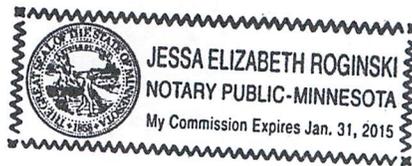


EXHIBIT A

Metes and Bounds Description of the Land

**HOLT CARSON INCORPORATED
PROFESSIONAL LAND SURVEYORS**

1904 FORTVIEW ROAD
AUSTIN, TEXAS 78704
TELEPHONE: (512) 442-0990
FACSIMILE: (512) 442-1084

April 24, 2013

FIELD NOTE DESCRIPTION OF 591.858 ACRES OF LAND OUT OF THE P.A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, IN HAYS COUNTY, TEXAS, BEING COMPRISED OF ALL OF THAT CERTAIN (580.064 ACRE) TRACT 1, TOGETHER WITH ALL OF THAT CERTAIN (11.488 ACRE) TRACT 2, AS CONVEYED TO CALITERRA PARTNERS, LLC, BY DEED RECORDED IN VOLUME 3027, PAGE 145 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND ALSO TOGETHER WITH ALL OF THAT CERTAIN (0.316 ACRE) TRACT OF LAND AS CONVEYED TO CALITERRA PARTNERS, LLC BY DEED RECORDED IN VOLUME 3028, PAGE 156 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with a plastic cap imprinted "RDS" found in the curving West right-of-way line of Ranch Road No. 12 at the Northeast corner of that certain (580.064 acre) tract of land, identified as "Tract 1", as conveyed to Caliterra Partners, LLC by deed recorded in Volume 3027, Page 145 of the Official Public Records of Hays County, Texas, same being the Southeast corner of Lot 3, Country Homes Subdivision, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 12, Page 68 of the Plat Records of Hays County, Texas and the Northeast corner and **PLACE OF BEGINNING** of the herein described tract, from which a concrete highway monument found 40 feet right of record station 66+63.6 bears, N 14 deg. 02'13" E 304.91 ft. (chord bearing and distance);

THENCE with the West right-of-way line of Ranch Road No. 12 and the East line of said (580.064 acre) Caliterra Partners, LLC tract, the following two (2) courses:

- 1.) along a curve to the left with radius of 2904.65 ft. for an arc length of 410.51 ft. and which chord bears, **S 06 deg. 57'10" W 410.17 ft.** to a concrete highway monument found at a point of tangency 40 feet right of record station 73+69.4;
- 2.) **S 02 deg. 55'04" W 880.43 ft.** to a ½" iron pipe found for an angle corner of said (580.064 acre) Caliterra Partners, LLC tract, same being the Northeast corner of that certain (4.00 acre) tract of land as conveyed to F. Gayle Needham by deed recorded in Volume 1633, Page 259 of the Official Public Records of Hays County, Texas and an angle corner of the herein described tract;

THENCE leaving the West right-of-way line of Ranch Road No. 12 with the common line of said (580.064 acre) Caliterra Partners, LLC tract and said (4.00 acre) Needham tract, **N 85 deg. 59'35" W 592.04 ft.** to a 5/8" iron rod found for an angle corner of said (580.064 acre) Caliterra Partners, LLC tract, same being the Northwest corner of said (4.00 acre) Needham tract and an angle corner of the herein described tract;

THENCE with an East line of said (580.064 acre) Caliterra Partners, LLC tract, which deviates from the West line of said (4.00 acre) Needham tract, **S 02 deg. 38'55" E** at a distance of 304.42 ft. passing a ½" iron pipe found at the Southwest corner of said (4.00 acre) Needham tract, same being the Northwest corner of that certain (1.00 acre) tract of land as conveyed to Margaret Falcon, et al. by deed recorded in Volume 4552, Page 536 of the Official Public Records of Hays County, Texas, continuing along said bearing for a total distance of **382.95 ft.** to a 5/8" iron rod found at the Southwest corner of said (1.00 acre) Falcon tract, same being the Northwest corner of that certain (1.28 acre) tract of land as conveyed to Purcell Spillar Family Partnership, Ltd. by deed recorded in Volume 4518, Page 577 of the Official Public Records of Hays County, Texas and further described by metes and bounds by deed recorded in Volume 381, Page 132 of the Deed Records of Hays County, Texas;

THENCE continuing with an East line of said (580.064 acre) Caliterra Partners, LLC tract, which deviates from the West line of said (1.28 acre) Purcell Spillar Family Partnership tract, **S 01 deg. 08'18" E 99.46 ft.** to a ½" iron with a plastic cap imprinted "RDS" found at the Northwest corner of that certain (1.488 acre) tract of land identified as "Tract 2" as conveyed to Caliterra Partners, LLC by deed recorded in Volume 3027, Page 145 of the Official Public Records of Hays County, Texas, same being and an angle corner of the herein described tract;

THENCE with the North line of said (11.488 acre) Caliterra Partners, LLC tract, **S 85 deg. 19'11" E** at a distance of 4.7 ft. passing a 6" treated wood fence corner post at the Southwest corner of said (1.28 acre) Purcell Spillar Family Partnership tract, continuing along said bearing for a total distance of **539.77 ft.** to a 6" treated wood fence corner post found in the curving West right-of-way line of Ranch Road No. 12 at the Northeast corner of said (11.488 acre) Caliterra Partners, LLC tract, same being the Southeast corner of said (1.28 acre) Purcell Spillar Family Partnership tract and an angle corner of the herein described tract, from which a concrete highway monument found 40 feet right of record station 84+27.9 bears, **N 04 deg. 28'00" E 307.35 ft.** (chord bearing and distance);

THENCE with the West right-of-way line of Ranch Road No. 12 and the East line of said (11.488 acre) Caliterra Partners, LLC tract, the following five courses:

- 1.) along a curve to the right with a radius of 5688.79 ft. for an arc length of 356.14 ft. and which chord bears, **S 07 deg. 48'30" W 356.08 ft.** to a concrete highway monument found at a point of tangency 40 feet right of record station 90+96.2;
- 2.) **S 09 deg. 29'31" W 201.07 ft.** to a concrete highway monument found at a point of curvature 40 feet right of record station 92+97.2;
- 3.) along a curve to the right with a radius of 914.93 ft. for an arc length of 289.01 ft. and which chord bears, **S 18 deg. 41'00" W 287.81 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." set at a point of tangency 40 feet right of record station 95+98.9;
- 4.) **S 27 deg. 38'32" W 214.34 ft.** to a concrete highway monument found at a point of curvature 40 feet right of record station 98+12.3;
- 5.) along a curve to the left with a radius of 994.35 ft. at an arc length of 295.56 ft. passing a 5/8" iron rod found at the Southeast corner of said (11.488 acre) Caliterra Partners, LLC tract, same being the Northeast corner of that certain (0.316 acre) tract of land as conveyed to Caliterra Partners, LLC by deed recorded in Volume 3028, Page 156 of the Official Public Records of Hays County, Texas, continuing for a total arc length of 372.58 ft. and which chord bears, **S 16 deg. 55'37" W 370.41 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." for the Southeast corner of said (0.316 acre) Caliterra Partners, LLC tract, same being the Northeast corner of the Old Phillips Cemetery tract and an angle corner of the herein described tract;

THENCE leaving the West right-of-way line of Ranch Road No. 12 with the South line of said (0.316 acre) Caliterra Partners, LLC tract and the North line of the Old Phillips Cemetery, **S 80 deg. 16'03" W 131.34 ft.** to a ½" iron rod found at the Southwest corner of said (0.316 acre) Caliterra Partners, LLC tract, same being an angle corner of said (580.064 acre) Caliterra Partners, LLC tract;

THENCE continuing with the common line of the Old Phillips Cemetery and said (580.064 acre) Caliterra Partners, LLC tract, **S 80 deg. 26'01" W 297.86 ft.** to a chain link fence post found at the Northwest corner of the Old Phillips Cemetery, same being the Northeast corner of that certain (2 3/10 acre) tract of land as conveyed to Phillips Cemetery Association by deed recorded in Volume 125, Page 197 of the Deed Records of Hays County, Texas, also being the Northeast corner of that certain (2.03 acre) tract of land as conveyed to Phillips Cemetery Association by deed recorded in Volume 1072, Page 40 of the Official Public Records of Hays County, Texas;

THENCE with the common line of said (2 3/10 acre) and (2.03 acre) Phillips Cemetery Association tracts and said (580.064 acre) Caliterra Partners, LLC tract the following three courses:

- 1.) **S 80 deg. 08'24" W 209.97 ft.** to a ½" iron rod found for the Northwest corner of said (2 3/10 acre) and (2.03 acre) Phillips Cemetery Association tracts, same being an angle corner of said (580.064 acre) Caliterra Partners, LLC tract and an angle corner of the herein described tract;

- 2.) S 07 deg. 31'25" E 426.93 ft. to a 5/8" iron rod found for the Southwest corner of said (2 3/10 acre) and (2.03 acre) Phillips Cemetery Association tracts, same being an angle corner of said (580.064 acre) Caliterra Partners, LLC tract and an angle corner of the herein described tract;
- 3.) N 80 deg. 09'17" E 209.64 ft. to a chain link fence post found for the Southeast corner of said (2 3/10 acre) and (2.03 acre) Phillips Cemetery Association tracts, same being the Southwest corner of the Old Phillips Cemetery, also being the Northwest corner of an unrecorded (1.16 acre) tract of land set aside for the Phillips Cemetery Association, and also being an angle corner of said (580.064 acre) Caliterra Partners, LLC tract and an angle corner of the herein described tract;

THENCE with an East line of said (580.064 acre) Caliterra Partners, LLC tract and the West line of said (1.16 acre) Phillips Cemetery Association tract, S 06 deg. 51'43" E 212.09 ft. to a chain link fence corner post for the Southeast corner of said (580.064 acre) Caliterra Partners, LLC tract, same being the Southwest corner of said (1.16 acre) Phillips Cemetery Association tract and the Southeast corner of the herein described tract;

THENCE with the South line of said (580.064 acre) Caliterra Partners, LLC tract, which deviates from the North line of that certain (538.2 acre) tract of land as conveyed to Carole J. Smith as Trustee of The 1991 Penn Family Trust by deed recorded in Volume 1140, Page 278 of the Official Public Records of Hays County, Texas, and further described by metes and bounds in deed recorded in Volume 296, Page 600 of the Deed Records of Hays County, Texas, the following five (5) courses:

- 1.) S 88 deg. 58'39" W 350.93 ft. ½" iron rod set with a plastic cap imprinted "Holt Carson, Inc.";
- 2.) S 88 deg. 51'28" W 594.44 ft. ½" iron rod set with a plastic cap imprinted "Holt Carson, Inc.";
- 3.) S 88 deg. 48'14" W at a distance of 171.89 ft. passing a treated wood fence post in the North line of said (538.2 acre) 1991 Penn Family Trust tract, continuing along said bearing for a total distance of 460.07 ft. ½" iron rod set with a plastic cap imprinted "Holt Carson, Inc.";
- 4.) S 88 deg. 47'51" W 168.62 ft. ½" iron rod set with a plastic cap imprinted "Holt Carson, Inc.";
- 5.) S 88 deg. 49'19" W 1358.34 ft. to a 5/8" iron rod found in the North line of said (538.2 acre) 1991 Penn Family Trust tract, same being an angle point in the South line of said (580.064 acre) Caliterra Partners, LLC tract and an angle point in the South line of the herein described tract;

THENCE continuing with the South line of said (580.064 acre) Caliterra Partners, LLC tract and the North line of said (538.2 acre) 1991 Penn Family Trust tract, the following two (2) courses:

- 1.) S 88 deg. 44'30" W 2499.88 ft. to a 5/8" iron rod found;
- 2.) S 88 deg. 41'50" W 1482.33 ft. to a 5/8" iron rod found on the East side of a large cedar fence post for the Southwest corner of said (580.064 acre) Caliterra Partners, LLC tract, same being the Southeast corner of that certain (274.70 acre) tract of land as conveyed to Janice H. Campbell by deed recorded in Volume 855, Page 232 of the Official Public Records of Hays County, Texas and the Southwest corner of the herein described tract;

THENCE with the West line of said (580.064 acre) Caliterra Partners, LLC tract, which deviates from the East line of said (274.70 acre) Campbell tract, N 00 deg. 26'42" E 2018.51 ft. to a 5/8" iron rod found on the East side of a large cedar fence post for the Northeast corner of said (274.70 acre) Campbell tract, same being the Southeast corner of that certain (105.54 acre) tract of land identified as "Tract One" as conveyed to John Coleman Hornton III, Trustee by deed recorded in Volume 4224, Page 673 of the Official Public Records of Hays County, Texas and further described by metes and bounds in deed recorded in Volume 713, Page 247 of the Real Property Records of Hays County, Texas;

THENCE continuing with the West line of said (580.064 acre) Caliterra Partners, LLC tract, and with the East line of said (105.54 acre) Hornton tract, the following three (3) courses:

- 1.) N 00 deg. 36'12" E 1048.48 ft. to a ½" iron rod found;
- 2.) N 01 deg. 46'56" W 229.37 ft. to a ½" iron rod found;
- 3.) N 01 deg. 40'18" W 226.59 ft. to a ½" iron rod found on the North side of a large cedar fence post, for the Northwest corner of said (580.064 acre) Caliterra Partners, LLC tract, same being the Southwest corner of that certain (453.709 acre) tract of land as conveyed to Limestone-Dripping Springs, LLC by deed recorded in Volume 4438, Page 870 of the Official Public Records of Hays County, Texas, and the

Northwest corner of the herein described tract, from which a ½" iron rod found at the Northeast corner of said (105.54 acre) Hornton tract bears, N 04 deg. 41'06" W 256.59 ft.;

THENCE with the North line of said (580.064 acre) Caliterra Partners, LLC tract, which deviates from the South line of said (453.709 acre) Limestone-Dripping Springs, LLC tract, the following five (5) courses:

- 1.) S 79 deg. 00'17" E 670.77 ft. to a 5/8" iron rod found under the root of a 16" Elm tree;
- 2.) N 87 deg. 41'56" E 1628.55 ft. to a 5/8" iron rod found at an 8" treated wood fence post;
- 3.) N 83 deg. 59'15" E 1507.83 ft. to a 5/8" iron rod found at the top of a bluff and 4 feet North of the fence;
- 4.) N 89 deg. 04'18" E 640.96 ft. to a ½" iron rod set with a plastic cap imprinted "Holt Carson, Inc.", from which a 60D nail with shiner imprinted "Pro-Tech" found in the top of a fence post at an angle corner of said (453.709 acre) Limestone-Dripping Springs, LLC tract bears, S 84 deg. 38'W 1.05 ft.;
- 5.) N 88 deg. 03'58" E at a distance of 70.02 ft. passing a calculated point at the Southeast corner of said (453.709 acre) tract, from which a calculated point at the Southwest corner of Lot 10, The Beulah Marie Needham Estate, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 2, Page 102 of the Plat Records of Hays County, Texas bears, S 76 deg. 46'E 33.6 ft., continuing along said bearing of N 88 deg. 03'58" E with the North line of said (580.064 acre) Caliterra Partners, LLC tract, which deviates from the South line The Beulah Marie Needham Estate for a total distance of 970.86 ft. to a ½" iron rod found at an angle corner of said (580.064 acre) Caliterra Partners, LLC tract, same being an angle corner of Lot 4, The Beulah Marie Needham Estate and an angle corner of the herein described tract;

THENCE N 09 deg. 21'51" E 10.32 ft. to a ½" iron rod found at an angle corner of said (580.064 acre) Caliterra Partners, LLC tract, same being an angle corner of Lot 4, The Beulah Marie Needham Estate and an angle corner of the herein described tract;

THENCE with the North line of said (580.064 acre) Caliterra Partners, LLC tract and the South line of Lot 4, The Beulah Marie Needham Estate, N 88 deg. 12'53" E 339.87 ft. to a ½" iron rod found;

THENCE continuing with the North line of said (580.064 acre) Caliterra Partners, LLC tract, which deviates from the South line of Lot 4, The Beulah Marie Needham Estate, N 88 deg. 05'09" E 1306.42 ft. to a 5/8" iron rod found at the Southeast corner of said Lot 4, same being an angle corner of said (580.064 acre) Caliterra Partners, LLC tract and an angle corner of the herein described tract;

THENCE N 00 deg. 48'18" W 256.68 ft. to a ½" iron rod with a plastic cap imprinted "RDS" found at an angle corner of said (580.064 acre) Caliterra Partners, LLC tract, same being the Southwest corner of Lot 2, Country Homes Subdivision and an angle corner of the herein described tract;

THENCE with a North line of said (580.064 acre) Caliterra Partners, LLC tract and the South Line of Country Homes Subdivision N 89 deg. 10'26" E at a distance of 247.70 ft. passing a ½" iron rod with a plastic cap imprinted "RDS" found at the common South corner of Lot 2 and Lot 3, Country Homes Subdivision, continuing along said bearing for a total distance of 710.93 ft. to the **PLACE OF BEGINNING** and containing **591.858 acres** of land.

SURVEYED: April 24th, 2013

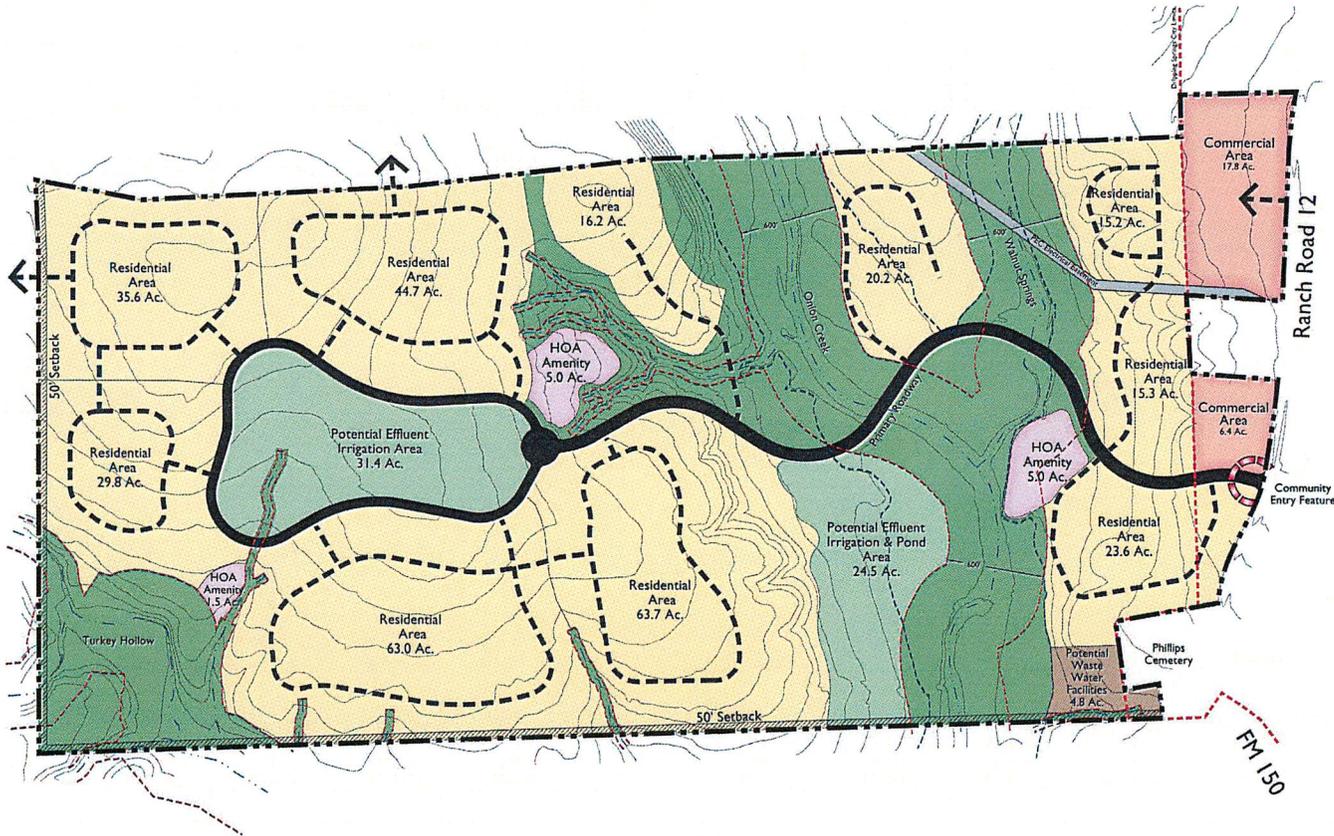

Holt Carson

Registered Professional Land Surveyor No. 5166



reference map no. B 877002

EXHIBIT B
Conceptual Plan



Legend

- Approximate 100 year Floodplain
- Water Quality Buffer Zone
- Creek Center Line
- 10' Contour Lines
- Dripping Springs City Limit
- Potential Points of Connection
- Secondary Roads
- Primary Roads

Land Use Schedule

Use	Acres	Percentage
Commercial Area	24.2 Ac.	4.1 %
Residential Area (600 Lots)	327.3 Ac.	55.3 %
HOA Amenity Centers	11.5 Ac.	1.9 %
Primary ROW	17.9 Ac.	3.0 %
Potential Waste Water Facilities	4.8 Ac.	0.8 %
PEC Electrical Easement	3.3 Ac.	0.6 %
Open Space	202.9 Ac.	34.3 %
Potential Flood Irrigation Area, Pond Area & Reservoir Area - (53.9 Ac.)		
Floodplain, Water Quality Buffer, Parks & Community Open Space - (147.8 Ac.)		
TOTAL	591.9 Ac.	100 %

Calterra
Dripping Springs, Texas

CONCEPTUAL PLAN (Exhibit B to Development Agreement)

SCALE: 1" = 300'
DATE: 12-09-2013
NORTH
Note: Topography @ 10' Contour Intervals

712 Congress Avenue, Suite 300
Austin, TX 78701
Tel: (512) 482-0332 Fax: (512) 482-0617
www.rvlplanning.com
rvl
CMA Engineering, Inc.
Civil & Environmental Engineering Services

14021130 DPK BK V01 P9 4978 255

EXHIBIT C

Project Approvals, including Variances and Exceptions

EXHIBIT C- LIST OF VARIANCES & ALTERNATIVE STANDARDS					
#	Ordinance	Description	Requirement	Requested Variance	Justification
<i>Chapter 22, Water Quality Protection</i>					
1	22.05.016(a)(2)	Maximum Impervious Cover	Sets maximum impervious cover for site development plans within the Edwards Aquifer contributing zone and the ETJ to 35%	Maximum impervious cover for site development plans within the Edwards Aquifer contributing zone and the ETJ will be 50%	Overall project impervious cover to be 25% maximum
<i>Chapter 23, Zoning</i>					
2	3.11.4(b)	Building Setbacks	Minimum front yard= 25' Minimum rear yard= 25' Minimum side yard= 25' Minimum side yard adjacent to public street = 25'	For Residential Use: Minimum front yard= 20' Minimum rear yard= 20' Minimum side yard= 5' Minimum side yard adjacent to public street = 10'	To have the ability to respond to evolving and diversified housing market. To provide a variety of housing types with variety of lot sizes.
3	3.11.4(a),(2)&(3)	Lot Widths and Depths	Width = 100' Depth = 150'	For Residential Use: Width= 50' Depth= 120'	
4	3.11.4(a)(1)	Minimum Lot Area	20,000 sf	For Residential use: 6,000 sf	
<i>Chapter 24, Building Regulations</i>					
5	24.06.006 (e&f)	Shielding and Total Outdoor Light Output Standards	Government owned street lights in public rights-of-way and outdoor recreation facilities are not included in the total lumens per site.	All street lights, public or private, are excluded from total lumens count per site.	To have the ability to create a master planned community that includes lighting improvements that generally do not occur in typical subdivisions.
<i>Chapter 26, Signs</i>					
6	26.01.005	Sign Area	When referring to area limitations of monument signs, area and signable area refers to an area within a continuous perimeter that includes the sign structure as well as the lettering, illustrations, ornamentations, or other figures.	The definition of Sign Area as applied to the subdivision identification sign (aka, monument sign for subdivisions) will not be include the monument sign's base.	

14021130 DPR BK VOL 4978

#	Ordinance	Description	Requirement	Requested Variance	Justification
7	26.06.064	Number	Only one monument sign is permitted for each entrance to a subdivision from a public right-of-way.	Three Subdivision Identification Sign features can be incorporated into the subdivision entry monumentation and architectural features at the project's main entrance along RR 12.	
8	26.01.005 (b)	Height (3)	Height will be measured from the highest attached component of the sign or of its supporting structure (whichever is higher) and the increased grade.	Height will be measured from the highest component of the sign and the average grade of the road measured from the pavement edges.	To have the ability to provide the appropriate entry signage required in creating a true master planned community.
<i>Chapter 28, Subdivisions and Site Development</i>					
9	(Exhibit A), 3.13	Lapse of plat approval	Final plat approved by the City Council but not yet filed with Hays County - All materials necessary to file the plat at the County, including plat mylars, filing fees, etc., shall be submitted to the City within thirty (30) calendar days of the date of final approval (The thirty-day period shall commence upon County approval of final plat if the property is in the ETJ).	Final plat approved by the City but not yet filed with Hays County - All materials necessary to file the plat at the County, including plat mylars, filing fees, etc., shall be submitted to the City within three hundred and sixty five (365) calendar days of the date of final approval.	Allows time for the construction of infrastructure improvements prior to recordation of plats.
10	(Exhibit A), 11.3.4	Approach Roads and Access	All subdivisions with fifty (50) or more lots must have at least two points of vehicular access	Either a second vehicular access point or an emergency vehicle access point will be provided	Access points along North and West property lines will be provided. Terrain largely prohibits access from South.
11	(Exhibit A), 11.13.2	Frontage on Residential Collector Streets	Shall not exceed 20%	Applicable only to major collectors, minor arterials, and major arterials.	To showcase the lively neighborhood character with homes fronting streets where possible.
12	(Exhibit A), 11.21.1	Residential block lengths	Shall not exceed one thousand two hundred (1,200) feet between centerlines of street intersections	Shall not exceed three thousand (3,000) feet between centerlines of street intersections	To respond to topographic conditions.

14021130 OFR BK V01 4978

#	Ordinance	Description	Requirement	Requested Variance	Justification
13	(Exhibit A), 13.2	Intersecting Streets	Blocks shall not be less than four hundred feet (400') in length	Blocks shall not be less than two hundred feet (200') in length	Considering unique topographic conditions that may reduce intersection distances.
14	(Exhibit A), 14.6	Minimum Lot Sizes	For lots using surface water and public wastewater system is 0.75 acres	For lots using surface water and public wastewater system is 6,000 square feet	To have the ability to respond to evolving and diversified housing market. To provide a variety of housing types with variety of lot sizes.
15	(Exhibit A), 15.1	Sidewalks	Required on both sides of collector and arterial streets without open ditch drainage	Sidewalks and/or trails will be provided on both sides of collector and arterial streets without open ditch drainage	To fuse the hill country character within the community.
16	(Exhibit A), 20.1.3(g)	Sidewalks	Both sides of street in both residential and non-residential developments utilizing curb (not open ditch drainage). Required in conjunction with sewer line installation.	One side of street in both residential and non-residential developments utilizing curb (not open ditch drainage). Constructed by the home builders at the time of home construction.	To fuse the hill country character within the community.
17	(Exhibit A), 30.2	Performance Guarantees	Required for public improvements	No performance guarantees will be required for public improvements to be owned and maintained by Hays County, the Dripping Springs Water Supply Corporation, or Hays County Development District No. 1.	Performance standards will be provided to owner/user of public improvements.
18		Subdivision related cuts and fills	No provision	ROW outside FEMA: 8' cut/14' fill Bridge crossing FEMA: 8' cut/24' fill Residential lots: 6' cut/14' fill Stormwater Facilities: 20' cut/10' fill Effluent Pond: 20' cut/10' fill Existing Borrow Pit: 20' fill	No subdivision ordinance requirements. Self-imposed limitations.

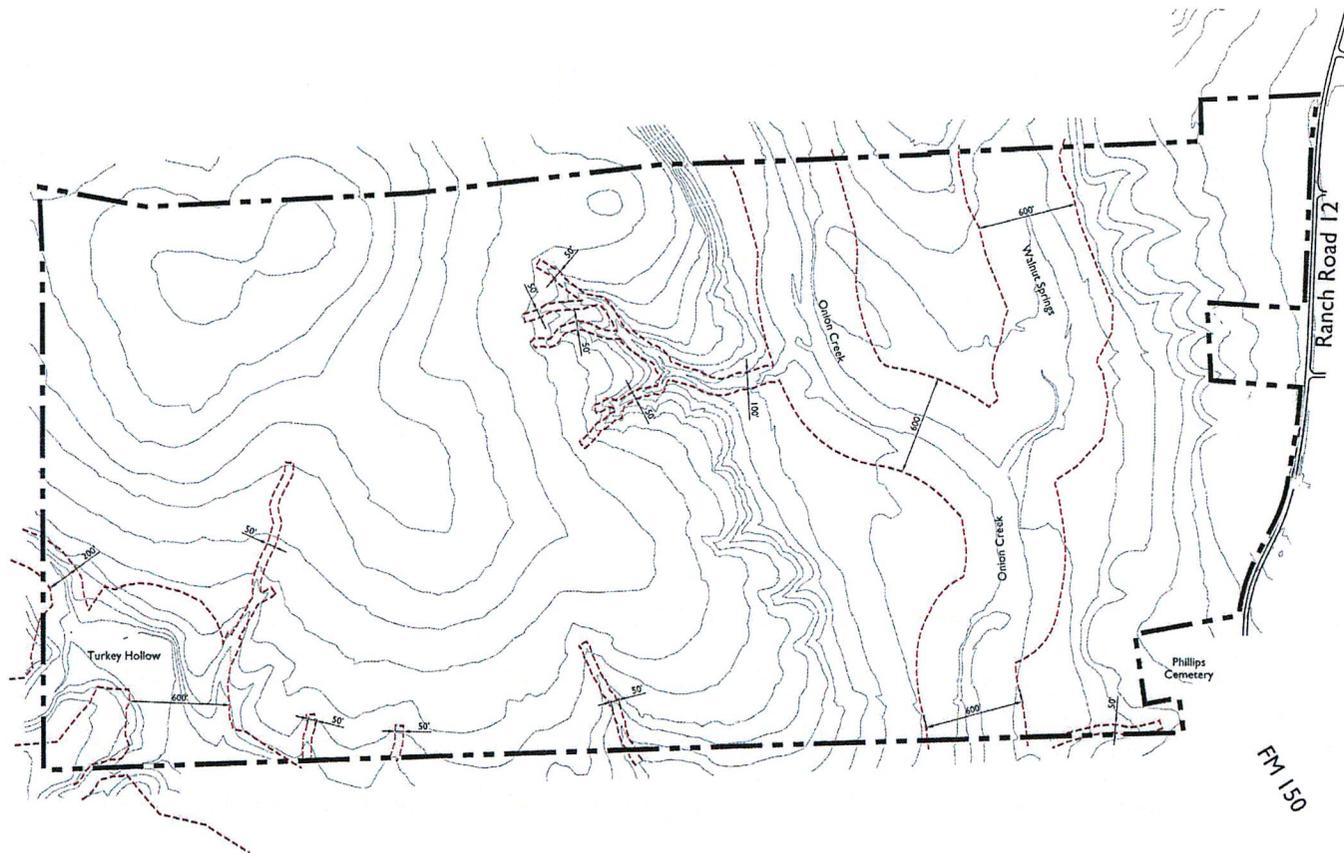
14021130 DRK BK 091 4978

#	Ordinance	Description	Requirement	Requested Variance	Justification
19	28.04.018	Cuts and fills	No fill or cut on any building site shall exceed a maximum of six (6) feet of depth	Improvements requiring a site development permit will be held to no more than 10' of cut and/or fill.	To respond to topographic conditions.
20	(Exhibit A), 14.3	Irregular-Shaped lots	flag lots shall be avoided	No more than five flag lots with minimum 20 foot ROW frontage, per occurrence	To respond to topographic conditions.
TCSS					
21	Section 2.3.2, Hays Cnty Dev. Regs Table 721.02	Design Speed	Minor Collector= 35 mph Major Collector= 45 mph Minor Arterial= 55 mph	Minor Collector= 30 mph Major Collector= 35 mph Minor Arterial= 35 mph	Enhance Transportation Safety.
22	Section 2.3.2, Hays Cnty Dev. Regs Table 721.02	Minimum Centerline Radius	Urbanized Local = 200 feet Minor Collector = 375 feet Major Collector= 675 feet Minor Arterial= 975 feet	Urbanized Local = 180 feet Minor Collector = 300 feet Major Collector= 500 feet Minor Arterial= 500 feet	Complies with AASHTO standards relative to proposed design speeds. Preserves natural character by minimizing impacts to existing topography.
23	Section 2.3.2, Hays Cnty Dev. Regs Table 721.02	Minimum Tangent Length	Major Collector= 300 feet Minor Arterial= 500 feet	Major Collector= 150 feet Minor Arterial= 200 feet	Complies relative to proposed design speed.
24	Section 2.3.2, Hays Cnty Dev. Regs Table 721.02	Minimum Lot Frontage	Minor Collector= 100 feet	Minor Collector= 60 feet	To have the ability to respond to evolving and diversified housing market. Provide a variety of housing types and lot sizes.
25	Section 2.3.2, Hays Cnty Dev. Regs Table 721.02	Minimum Drive Spacing	Minor Collector= 75 feet	Minor Collector= 60 feet	To have the ability to respond to evolving and diversified housing market. Provide a variety of housing types and lot sizes.
26	Section 2.3.2, Hays Cnty Dev. Regs Table 721.02	Width of Shoulder	Minor Arterial = 8' Major Collector = 6' Minor Collector = 5'	Minor Arterials = No Shoulder Major Collector = 3' Minor Collector = 4'	Minor Arterials - second lane available for passing stopped vehicles. Major/Minor Collectors-reduced speeds.
27	Section 2.3.2, Hays Cnty Dev. Regs Table 721.02	Cul-de-sac ROW/ Pavement Radius (feet)	70/45 for Urbanized Local and Minor Collector	60/45 for Urbanized Local and Minor Collector. Islands are allowed in the cul-de-sac.	To preserve the natural character of the site by minimizing roadway impacts.
28		Knuckles	No provision	Knuckles are allowed. Minimum ROW radius is 50 feet. Minimum pavement radius is 40 feet.	Preserves natural character by minimizing roadway impacts and concentrating residential density.
29	Section 9.2.2(a)(1)	Side slopes on swales	No steeper than 1 vertical to 6 horizontal	No steeper than 1 vertical to 3 horizontal	Complies with City of Austin, Drainage Criteria Manual 6.4.1.D

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Vol
4978

EXHIBIT D

Buffer Zones



Legend	
	Water Quality Buffer Zone

Note

Final buffer zone locations will be verified using on the ground survey information at final design in accordance with TCEQ Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer (Revised Appendix A to RG-348).

Bk Vol Pg

EXHIBIT E
APPROVED PLANT LIST

Exhibit E – Approved Plant List

For landscaping, developer, builders, and home owners will follow guidelines as specified for Western Zone, Edwards Plateau in ***Native and Adapted Landscape Plants an earthwise guide for Central Texas Fifth Edition, 2013*** published by Texas A&M Agrilife Extension, City of Austin, and growgreen.org (commonly referred to as Austin Grow Green booklet). Any plant listed as invasive on page 53 of Austin Grow Green Fifth Edition is prohibited from use.

Item # 7.

14021130 Bk
OPR 4978 Pg
265

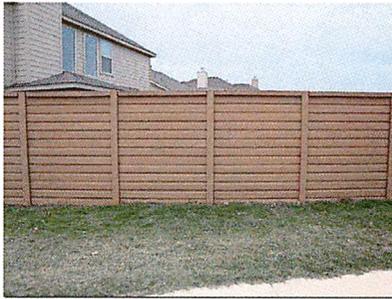
EXHIBIT F

EXHIBIT F

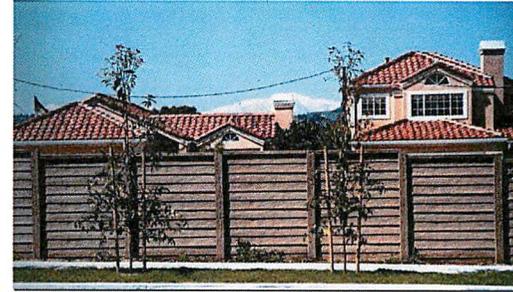
Maximum Number of Dwelling Units by Category
For the Land within the area identified on the Conceptual Plan as *Commercial*

Category	Maximum Number of Dwelling Units
Single Family Residential	85
Duplex	85
Townhomes	121
Condominiums	170
Apartments	171
Maximum Dwelling Units on Commercial:	171

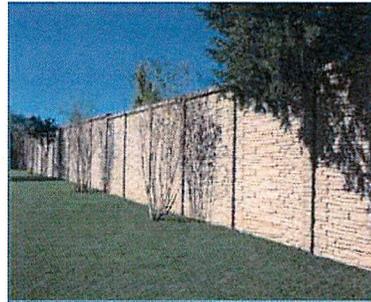
Phillips Cemetery Fencing



Concrete (Wood Look)



Concrete (Stone Look)



Concrete (Stucco Look)



Welded Wire - Powder Coated

<p>Calterra Dripping Springs, Texas</p>	<p>Phillips Cemetery - EXAMPLES OF CONCRETE AND WIRE FENCING - (EXHIBIT _____)</p> <p>EXACT COLOR AND PATTERN SUBJECT TO FINAL SELECTION BY OWNER</p> <p>DATE: 01-06-2014</p>	<p>712 Congress Avenue, Suite 300 Austin, TX 78701 Tel: (512) 480-0032 Fax: (512) 480-0617 www.rvlp.com</p> <p>rvl planning • landscape architecture</p> <p><small>All information furnished regarding this property is from sources deemed reliable. However, RVL has not made an independent investigation of these sources and no warranty or representation is made by RVL as to the accuracy thereof and same is intended subject to errors, omissions, and other conditions. This plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice, to make changes to the final and other aspects of the development to comply with governmental requirements and to fulfill its marketing objectives.</small></p>
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Contract Cover Sheet

Item # 8.

Number is first three letters of contractor with the date of approval. Ex: contract approved for HDR on Jan. 18, 2022 the number is HDR01182022. If administratively approved, use the date the contract is submitted to the city signator.

Contract Number	ERM06082021- 2nd extension
Contractor with Contact Information	Attention: Rhondda Cotton 451 La Buena Vista Drive 7070 US 290 Wimberley, Texas
Effective Date	Upon execution. June 15, 2021
Termination Date	End of Contract September 30, 2022. 1 Year Renewal to September 30, 2023.
Renewal/ Termination Notice Date	2nd 1 Year Renewal to September 30, 2024
Bid/Quotes/ Budgeted	Budgeted Grounds Maintenance Contract for FY22 - Total Contract Amount \$60,000
Department	Maintenance Department
Council Meeting Date (if applicable)	5/02/2023

GROUNDS MAINTENANCE AGREEMENT EXTENSION

This Agreement ("Agreement") is made by and between the **City of Dripping Springs, Texas**, a municipal corporation, (hereinafter called the "City"), and **Elk Ridge Mowing**, (hereinafter called the "Contractor"). The Agreement is effective on the date of the last to execute below.

WHEREAS, on June 15, 2021, the City and Contractor entered into an agreement for the provision of grounds maintenance to the City, Contract Number ERM06082021; and

WHEREAS, the City finds that maintained grounds encourage outdoor activity, attract new residents to the community, and provide for public safety; and

WHEREAS, the City finds that expenses for certain City parks, street right-of-way maintenance, and detention bonds are all budgeted through the general operating budget and funded by the same general operating account; and

WHEREAS, the City seeks to extend the current agreement for grounds maintenance to September 30, 2024, in order to conform the grounds maintenance agreement schedule to the City's budget year as provided for in the Agreement; and

WHEREAS, the Contractor agrees to extend its Agreement to provide grounds maintenance to the City; and

WHEREAS, the City and the Contractor agree to the terms set in this Agreement.

NOW THEREFORE, for and in consideration of the agreements set forth below, the City and Contractor agree as follows:

1. The Agreement shall be extended through September 30, 2024.
2. All provisions of the Agreement, other than the Term of the Agreement as set forth in Article IV, Section I.
3. The Contractor shall comply with all City of Dripping Springs Code of Ordinances.

IN WITNESS WHEREOF, the City and Contractor hereby execute this Extension as duly authorized by the respective parties:

[signature page follows]

CITY OF DRIPPING SPRINGS:

ELK RIDGE MOWING:

City of Dripping Springs
Extension of Grounds Maintenance Agreement

Elk Ridge Mowing
Page 1 of 2

Bill Foulds, Jr., Mayor

Rhondda Cotton, Owner

Date

Date

ATTEST:

Andrea Cunningham, City Secretary



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

Submitted By: Shane Pevehouse, Building Official

Council Meeting Date: 28 April, 2023

Agenda Item Wording: **Approval of a Professional Services Agreement between the City of Dripping Springs and BB Inspections Services for Building Inspection Services.**

Agenda Item Sponsor: Mayor Foulds

Summary/Background: Requesting approval to finalize the Professional Services Agreement with BB Inspection Services.

**Commission
Recommendations:**

**Recommended
Council Actions:** Recommend Approval

Attachments: Finalized Contract

Next Steps/Schedule: Send to City Secretary for execution

INSPECTION SERVICE AGREEMENT

This Agreement, made and entered into this, the ____ day of _____, by and between the **City of Dripping Springs**, Texas, hereinafter referred to as the “City” and “BB Inspection Services”, hereinafter referred to as “Contractor,” is understood and agreed to be as set forth herein:

- 1. Description of Inspection & Plan Review Services.** The City, in connection with carrying out the duties of its various ordinances and permitting processes regulating the design, construction and materials of all Commercial and Residential buildings and structures within the City (and in the ETJ, when applicable) requires the services of certified building inspectors and plans examiners.
 - a. The Contractor shall be retained by the City under the designation of “Building Inspector” or “Plans Examiner”.
 - b. Inspections shall not be conducted before 8:00am or after 6:00pm without prior coordination with/approval of the City.
 - c. The Contractor shall carry out all inspections/ plan review requested by the City under appropriate ordinances, adopted codes, code reference standards, utility provider requirements, and engineered designs. The Contractor will not assign personnel to projects that are not qualified, licensed, or experienced to perform.
 - d. The Contractor shall notify the Building Official, or the Official’s designee, of any condition(s) that prevents inspection of installation, components, or materials as required by ordinances, adopted codes, code reference standards, utility provider requirements, and engineered designs.
 - e. Utilizing proper code terminology, the Contractor will submit reports using the city inspection and permitting software. Failing reports shall be comprehensive statements providing sufficient detail.
 - f. The Contractor may be called upon to perform the following services:
 - i. attend meetings of the City Council, when requested by the Building Official, or the Official’s designee; and/or
 - ii. attend other public or private meetings involving inspection matters related to the duties performed under this Agreement; and/or
 - iii. testify at a court proceeding, including civil and criminal courts.
 - g. Requests for inspection shall be made utilizing the City inspection and permitting software, through email, or telephone. Upon notification, the Contractor will honor the request within two (2) business days; callbacks will be provided in 24-hours.
 - h. Request for plan review shall be made utilizing the City inspection and permitting

software, through email, or telephone. Plan reviewer(s) shall use the City software to access plan review documents and provide plan review comments. Initial plan review comments shall be provided within (5) business days for residential, ten (10) business days for commercial/multi-family under \$15,000,000.00 valuation and (15) business days over \$15,000,000.00 valuation. Subsequent review comments shall be provided within five (5) business days. Stamped "Approved" construction documents shall be provided through the City software within two (2) business days of completing the plan review process.

- i. The Contractor shall conduct themselves as an agent of the City in good faith displaying professionalism and a courteous manner in dealings with the citizens of the City. The Contractor agrees to abide by the Building Official Code of Ethics as established by the International Code Council. The Contractor will report to the Building Official, or his designee, verbally or in writing, any conflicts between the Contractor and any citizen in the course of performing said duties.
 - j. The City may conduct customer satisfaction surveys from time to time with or without notice to the Contractor. The City will incur the cost of materials to perform such surveys.
 - k. The City may conduct Quality Assurance/Quality Control from time to time with or without notice to the Contractor.
 - l. The Contractor shall maintain complete and accurate records of work performed for the City. The Contractor shall manage both public and confidential records that the Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open government laws.
 - m. The Contractor shall maintain policies and procedures related to Quality Assurance and Control that provides assurance to the City that inspections have been completed in a professional and thorough manner.
 - n. The Building Official, or his designee, has final authority for interpretation of ordinances, adopted codes, code reference standards, utility provider requirements, or engineered designs.
- 2. Payment for Services.** The City will employ the Contractor in accordance with Schedule A, attached to and incorporated herein for all intents and purposes. The Contractor shall invoice the City monthly for each inspection, re-inspection, and plan review performed. The invoice shall include the project address, project description, permit number, and fees charged.
- 3. Termination.** Either party may terminate this Agreement by submitting written notice to the other party thirty (30) days in advance.
- 4. Relationship of Parties.** It is understood by the parties that the Contractor is an independent contractor with respect to the City and not an employee of the City. The city

will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor or Contractor's employees.

5. **Employees.** Contractor's employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement at the request of City, the Contractor shall provide adequate evidence that such persons are Contractor's employees.
6. **Injuries/Insurance.** Contractor acknowledges Contractor's obligation to obtain appropriate insurance coverage for the benefit of Contractor's employees, if any. Contractor waives the rights to recover from the City for any injuries that the Contractor and/or Contractor's employees may sustain while performing services under this Agreement. Contractor to provide a copy of insurance coverage to the City at least ten (10) days prior to end of any existing coverage period.
7. **Indemnification.** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs and judgments that may be asserted against City that result from acts or omissions of Contractor, Contractor's employees, if any, and Contractor's agents.
8. **Third Party Beneficiaries.** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved for the City and the Contractor. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the City and Contractor that any such person or entity, other than the City or Contractor, receiving services or benefits under this agreement shall be deemed an incidental beneficiary.
9. **Assignment.** Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
10. **Notice.** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the City:

Shane Pevehouse
 Building Official
 511 Mercer St.
 Dripping Springs, Texas 78620
spevehouse@cityofdrippingsprings.com
 (512) 858-4725

If for the Contractor:

Bruce Bealor, Jr.
 President

schedule@BB-Inspections.com
 (830) 885-0007

Either party may change such address from time to time by providing written notice to the

other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

- 11. Entire Agreement.** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties.
- 12. Amendment.** This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- 13. Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 14. Waiver of Contractual Right.** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- 15. Applicable Law.** The laws of the State of Texas shall govern this Agreement.

BB Inspection Services

Item # 9.

COST FOR SERVICES

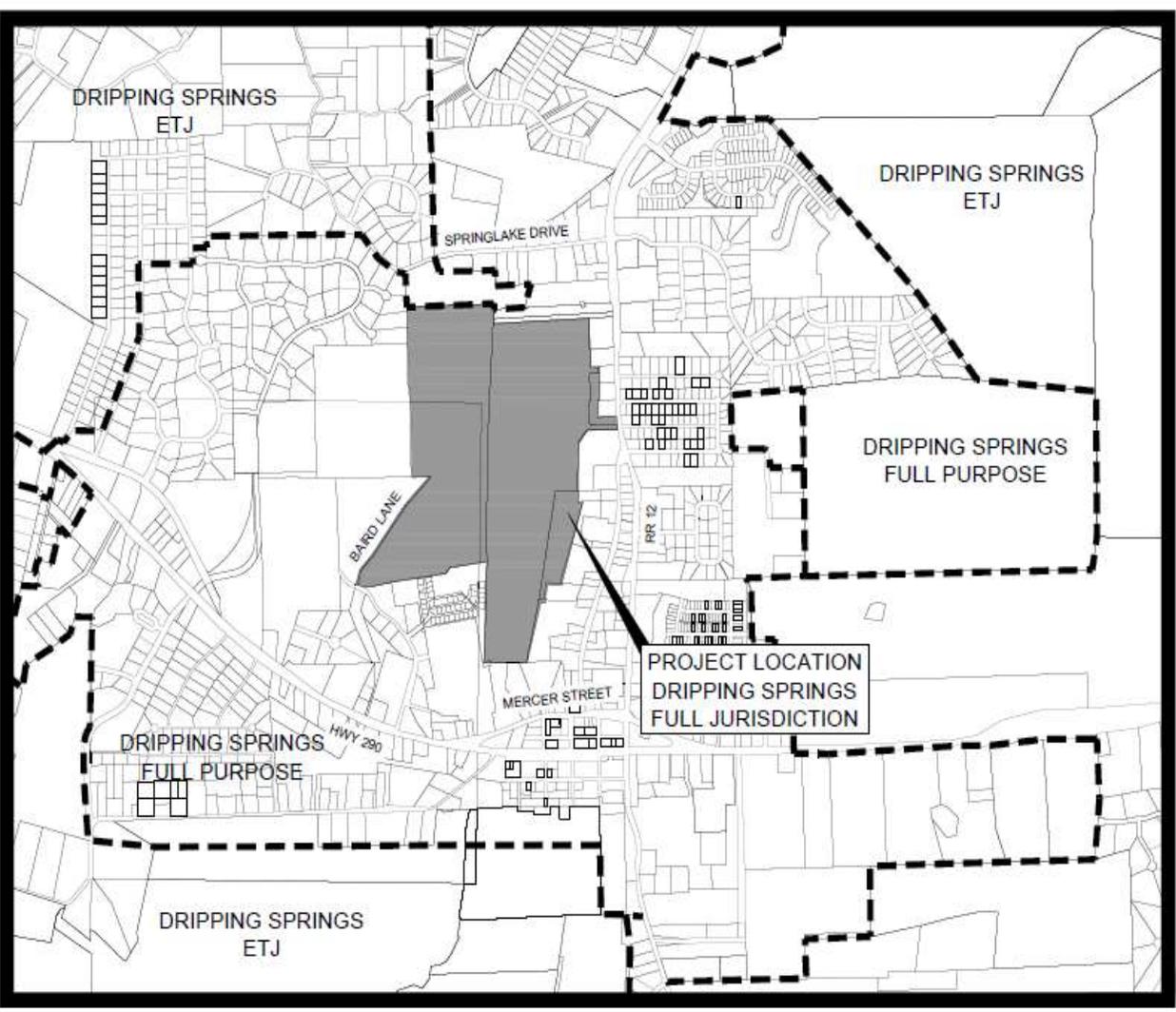
a. Residential Inspection	\$50 / Inspection / Trade
b. Commercial Inspection	\$50 / Inspection / Trade
c. Residential Plan Review	\$95 / Review (unlimited re-reviews)
d. Commercial Plan Review	\$95 / Hour

Heritage – Dripping Springs: 700 units planned

Item # 10.

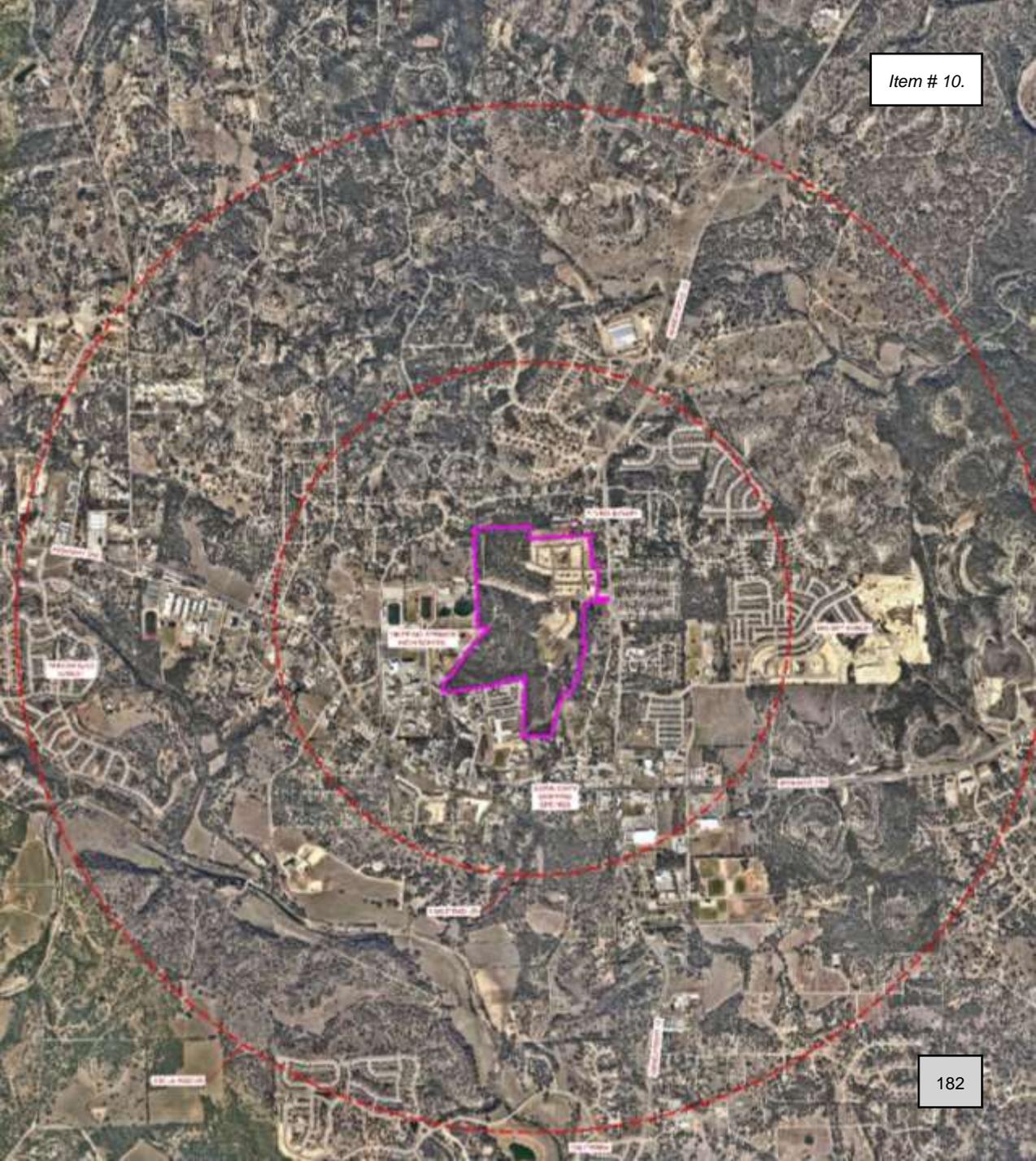




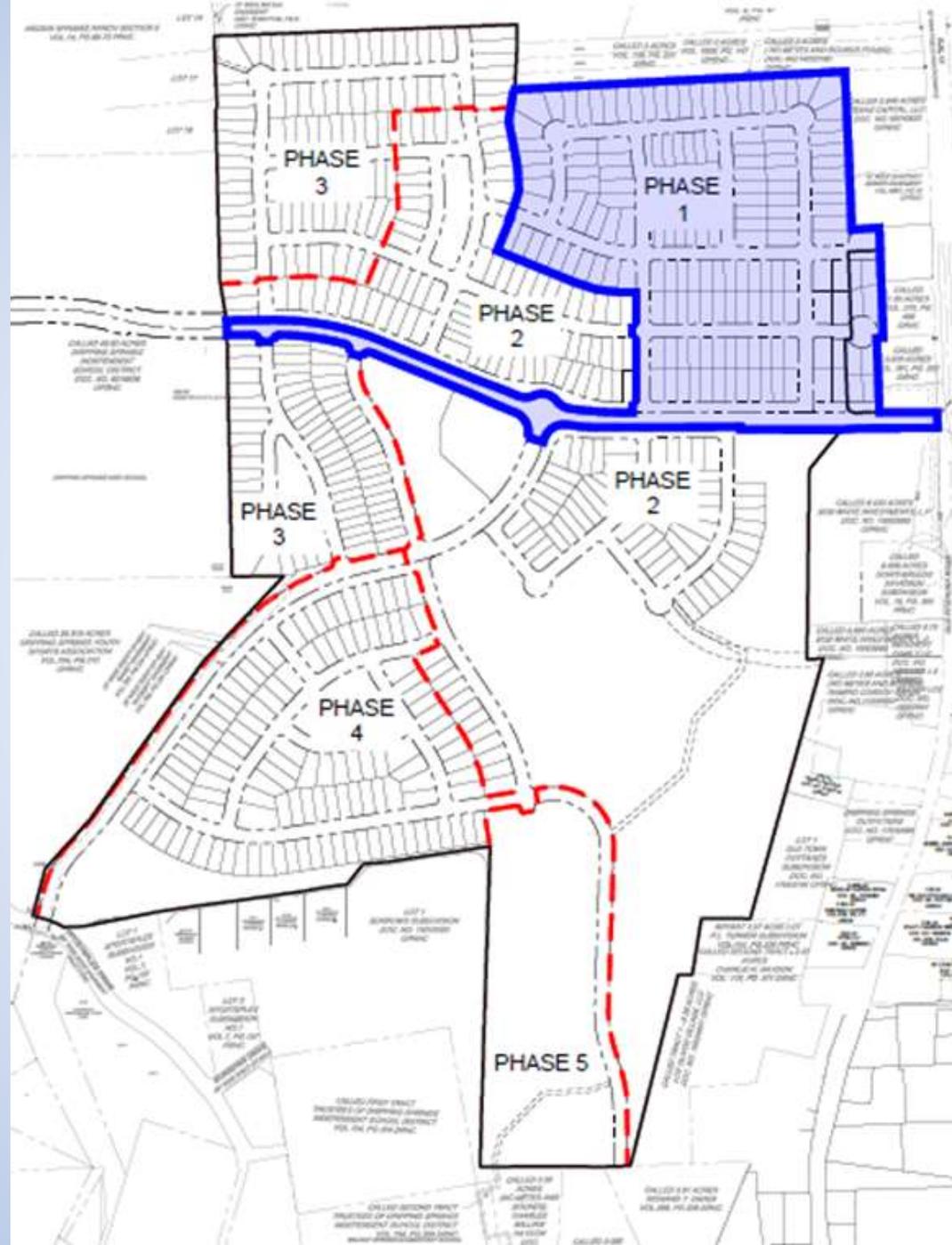


VICINITY MAP

SCALE: 1" = 2,000'



Project Phasing





Phase 1

- 158 lots developed
- Homes under construction
- First residents move in late 3Q23

Item # 10.

Phase 2

- 160 lots
- Anticipated development start summer 2023

M/I Homes Model



TriPointe Homes Model



Roger Hanks Extension

Under Construction

Estimated Completion: June 2023



AMENDED AND RESTATED HERITAGE PUBLIC IMPROVEMENT DISTRICT
FINANCING AND REIMBURSEMENT AGREEMENT

BETWEEN

M/I HOMES OF AUSTIN, LLC, an Ohio limited liability company,

AND

THE CITY OF DRIPPING SPRINGS, TEXAS

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AMENDED AND RESTATED HERITAGE PUBLIC IMPROVEMENT DISTRICT
FINANCING AND REIMBURSEMENT AGREEMENT

This Amended and Restated Heritage Public Improvement District Financing and Reimbursement Agreement (this “**Agreement**”), dated as of December 20, 2022, (the “**Effective Date**”), is entered into between M/I Homes of Austin, LLC, an Ohio limited liability company (including its successors, assigns, or transferees, the “**Owner**”), and the City of Dripping Springs, Texas (the “**City**”), a municipal corporation, acting by and through its duly authorized representative, with BobWhite Investments, L.P., a Texas limited partnership (“**BobWhite**”), and Tri Pointe Homes Texas, Inc., a Texas corporation formerly known as Trendmaker Homes (“**Tri Pointe**”), each as a consenting party (BobWhite and Tri Pointe are collectively referred to herein as the “**Consenting Party**”) (the City and the Owner are individually referred to herein as a “**Party**” and collectively as the “**Parties**”).

RECITALS:

WHEREAS, Owner, together with the Consenting Party, owns a total of approximately 189 acres of land more particularly described on Exhibit “B” attached hereto and made a part hereof (the “**Property**”);

WHEREAS, the Property is being developed as a master planned community by Owner, its affiliates and/or their successors and assigns, including future owners and developers (the “**Project**”);

WHEREAS, on June 29, 2017, SLF IV – Dripping Springs JV, L.P., a Texas limited partnership (“**SLF**”), submitted and filed with the City Secretary of the City an Amended and Restated Petition (the “**PID Petition**”) requesting the creation of the Heritage Public Improvement District (the “**District**”);

WHEREAS, the City Council of the City (the “**City Council**”) authorized the full purpose annexation of the Property pursuant to Ordinance No. 1803.91 adopted on October 17, 2017;

WHEREAS, the City adopted Ordinance No. 1220.124 on October 10, 2017, establishing zoning for the Property;

WHEREAS, SLF sold the land subject to the Original Agreement to Owner and Tri Pointe on May 3, 2021;

WHEREAS, the City Council approved that certain Annexation and Development Agreement, by and between SLF, BobWhite, and the City, dated October 17, 2017, covering the Property which, among other things, addresses certain aspects of the annexation, and zoning and development of the Property, and on May 3, 2021, SLF, the Owner, and Tri Pointe entered into that certain Assignment of Annexation and Development Agreement, in which SLF assigned all its right, title and interest in the Annexation and Development Agreement to the Owner and Tri Pointe (collectively, the “**Annexation and Development Agreement**”);

WHEREAS, the City Council approved that certain Offsite Road and Trail Agreement, by and between SLF and the City, on October 17, 2017, and on May 3, 2021, SLF, the Owner, and

Tri Pointe entered into that certain Assignment of Offsite Road and Trail Agreement, in which SLF assigned all its right, title and interest in the Offsite Road and Trail Agreement to the Owner and Tri Pointe (collectively, the “**Offsite Road and Trail Agreement**”);

WHEREAS, the City Council approved that certain Wastewater Service and Impact Fee Agreement, by and between SLF and the City, on October 17, 2017, and on May 3, 2021, SLF, the Owner, and Tri Pointe entered into that certain Assignment of Wastewater Service and Impact Fee Agreement, in which SLF assigned all its right, title and interest in the Wastewater Service and Impact Fee Agreement to the Owner and Tri Pointe (collectively, the “**Wastewater Agreement**”);

WHEREAS, the City Council approved that certain Heritage Public Improvement District Financing Agreement on October 17, 2017, by and between SLF and the City (the “**Original Agreement**”), and on May 3, 2021, SLF, the Owner, and Tri Pointe entered into that certain Assignment of Heritage Public Improvement District Financing Agreement, in which SLF assigned all its right, title and interest in the Original Agreement to the Owner and Tri Pointe;

WHEREAS, the City Council approved the Assignments and confirmed Owner’s satisfaction of the requirements for the Assignments on November 10, 2020;

WHEREAS, pursuant to the terms of the Original Agreement, the City agreed to allow financing of certain Authorized Improvements (defined herein) within and/or benefitting or serving the Property via a public improvement district;

WHEREAS, pursuant to that certain Joint Ownership and Development Agreement, made and entered into on July 27, 2020, by and between Owner and Tri Pointe (the “**JODA**”), all decisions respecting the planning, approval and completion of the Authorized Improvements that do not constitute Major Decisions (defined in the JODA) shall be made by Owner, and Owner agrees to reimburse Tri Pointe for its Percentage interest (defined in the JODA) in any and all rights under this Agreement, including the Reimbursement Balance and PID Bond (defined herein) proceeds, pursuant to the terms contained therein;

WHEREAS, this Agreement amends, restates, and replaces the Original Agreement in its entirety;

WHEREAS, the City acknowledges that Owner’s cooperation in this endeavor enables the City to establish, define, and protect the City’s jurisdiction and regulatory authority over the Property, and that Owner undertook, as assignee of and/or successor to the Owner’s predecessor, the rights and obligations under the prior agreements relating to the Property, including the Annexation and Development Agreement, the Offsite Trail and Road Agreement, the Wastewater Agreement, and the Original Agreement, in contemplation of entering into this Agreement;

WHEREAS, the Owner of the Property (and/or its successors and assigns) desires and intends to design, construct and install certain amenities to serve residents of the Project (the “**Private Improvements**”), which Private Improvements, including major components that are critical to the Project, are generally described but not limited to, those in Exhibit “C”;

WHEREAS, pursuant to the terms of this Agreement, the City has agreed to accept and to pay or reimburse the Owner via the District for certain of the improvements that will serve the

Property in the District being the Improvement Area #1 Authorized Improvements, the Future Improvement Area Authorized Improvements all as shown in the Assessment Plan (defined herein) (collectively, the “**Authorized Improvements**”);

WHEREAS, the Owner (and/or its successors and assigns) proposes to construct certain internal phase improvements within the District, including water infrastructure, including all major components that are critical to the Project, (the “**Non-PID Funded Authorized Improvements**”) and transfer these improvements to the City or other applicable entity in accordance with the terms and provisions of this Agreement and the Annexation and Development Agreement;

WHEREAS, the Owner and the City estimate that the total costs of the Project will be \$55,127,650, consisting of the cost of the Authorized Improvements in the amount of \$24,048,376, the costs of the Non-PID Funded Authorized Improvements anticipated to be \$17,182,682 and the cost of the Private Improvements anticipated to be \$13,896,593 (provided that such estimates are for informational purposes and may deviate from the final amounts);

WHEREAS, the City, subject to the consent and approval of the City Council, the satisfaction of all conditions for PID Bond issuance and Owner’s compliance with this Agreement and the Annexation and Development Agreement, and in accordance with the terms of this Agreement and all legal requirements, including but not limited to the Indentures, intends to: (i) adopt an Assessment Plan; (ii) adopt an Assessment Ordinance (defined herein) (which will levy special assessments on the Property located within the District to pay for Authorized Improvements and the costs associated with the administration of the District and the issuance of the PID Bonds); and (iii) issue, in multiple series, up to \$27,500,000 in the principal amount of PID Bonds for the purpose of financing the costs of the Improvements and paying associated costs as described herein;

WHEREAS, all or a portion of the Wastewater Improvements may be constructed by the City, in which case a portion of the proceeds of the PID Bonds may be used to reimburse the Owner for Owner's proportionate share of the costs of such Wastewater Improvements as provided in the Wastewater Agreement;

WHEREAS, prior to the sale of PID Bonds: (a) the City Council shall have approved and adopted the Assessment Plan and Assessment Ordinance; (b) owners of the Property constituting all of the acreage in the PID shall have executed a Landowner Certificate (as defined in Section 2.04, herein); and (c) the Owner, BobWhite, and Tri Pointe shall have delivered a fully executed copy of the Landowner Certificate to the City;

WHEREAS, the City will, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, accept the Authorized Improvements (or Segments thereof) provided for in this Agreement and the Owner will be paid or reimbursed for the Costs of such accepted Authorized Improvements (or Segments thereof), solely from Special Assessments or the proceeds of the PID Bonds;

WHEREAS, it is also intended that Owner will be reimbursed for its Costs (as defined herein) not covered by the PID Bonds by allowing Owner to receive a portion of available Special Assessments (as defined herein) over time, as more particularly described herein, all to the extent sufficient Special Assessment Revenues (defined herein) are available for such reimbursement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I. SCOPE OF AGREEMENT

The Recitals set forth in the Preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Article. Definitions used herein, and not otherwise defined, are set forth in Exhibit "A" attached hereto and made a part hereof and in the Assessment Plan. This Agreement amends, restates, and replaces in its entirety the Original Agreement.

ARTICLE II. APPORTIONMENT, LEVY AND COLLECTION OF SPECIAL ASSESSMENTS

Section 2.01. Preliminary Matters

(a) The Property is intended to be developed in Phases. It is anticipated that some of the Authorized Improvements will be constructed that benefit only one or more Phases, while other Authorized Improvements will benefit the entire District. As a result, Special Assessments will be levied on a given Improvement Area from time to time as provided in this Agreement. The Costs for the Improvement Area #1 Authorized Improvements are anticipated to be initially funded by the Owner and then reimbursed from the proceeds of the Special Assessments on Improvement Area #1 and the proceeds of Improvement Area #1 Bonds. The Costs for the Future Improvement Area Authorized Improvements are anticipated to be initially funded by the Owner and then reimbursed from the proceeds of the Special Assessments on Future Improvement Areas and the proceeds of Future Improvement Area Bonds, as applicable. Notwithstanding the foregoing, with respect to the Shared Authorized Improvements, the pro rata benefit of the Cost of those Shared Improvements also constituting Authorized Improvements to each Improvement Area (as set forth in the Assessment Plan) will be allocated to each Improvement Area based on the benefit to that Improvement Area (as set forth in the Assessment Plan), such that only the Allocable Share of the Cost of a Shared Authorized Improvement will be funded by the PID Bonds secured by the Special Assessments on each Improvement Area. The Parties hereby acknowledge and agree that any references in this Agreement to the Owner's obligation to construct any given Wastewater Improvements and offsite road and/or offsite trail may be disregarded should the City build such improvement and in such event the provisions of this Agreement pertaining to design, construction, acquisition and administration of Authorized Improvements do not apply to those improvements built by the City.

(b) The Owner acknowledges and agrees that the Assessment Plan must meet the requirements of Texas Local Government Code §§ 372.013 and 372.014 and be presented to the City Council for review and approval prior to levy of assessments and issuance of PID Bonds. The final Assessment Plan approved pursuant to the initial Assessment Ordinance shall contain an engineering report accepted and approved by the City. Each time a new assessment levy is requested an updated engineering report shall be provided by the Owner and submitted for review and approval by the City prior to levy of assessments. After approval, the Assessment Plan will be updated and amended by the PID Administrator at least once per year, and submitted for the City Council's review and approval. Notwithstanding the above, it is hereby understood and acknowledged by the Parties that the Assessment Plan may need to be amended over time if there are any changes in the Authorized Improvements, in accordance with the terms set forth in this

Agreement. Nevertheless, the basic terms and methodology described in the initial Assessment Plan will generally apply to all series of the PID Bonds.

(c) Special Assessments on any portion of the Property will bear a direct proportional relationship to and be less than or equal to the special benefit of the Authorized Improvements to that portion of the Property.

(d) Special Assessments on any portion of the Property may be updated or reduced in connection with subsequent PID Bond issues or otherwise so long as the Special Assessments are determined in accordance with the Assessment Plan.

(e) Prior to issuing any PID Bonds, and in the event the City determines to use an Appraisal, the City shall obtain an Appraisal at the expense of the Owner covering the Improvement Areas that will be subject to the Special Assessments securing such PID Bonds. The City shall select the appraiser, with input from the Owner, and all reasonable fees of the Appraisal shall be paid by the Owner. Notwithstanding the foregoing, the City has the authority to make the final decision on the appraiser.

(f) Upon approval of an Assessment Ordinance, the City will then levy the Special Assessments pursuant to the Assessment Plan.

(g) If the Owner provides a Bond Issuance Request, the City will consider the issuance of PID Bonds as set forth in Section 5.01 (a) below.

(h) It is anticipated that the Owner will construct, or cause the construction of, the applicable Authorized Improvements, except as provided in Section 2.01(b) above.

Section 2.02. Apportionment and Levy of Special Assessments.

The City intends to levy Special Assessments on the Property in accordance herewith (including Article IV hereof) and with the Assessment Plan at such time as an Assessment Ordinance is approved by the City. The City's apportionment and levy of Special Assessments shall be made in accordance with the PID Act.

Section 2.03. Collection of Special Assessments.

(a) The City covenants and agrees that it shall, as authorized by the PID Act and other applicable law, continuously collect or cause to be collected Special Assessments levied pursuant to the Assessment Plan during the term of this Agreement in the manner and to the maximum extent permitted by applicable law. The City covenants and agrees that to the extent permitted by applicable law, it will not permit a reduction, abatement, or exemption in the Special Assessments due on any portion of the Property until the PID Bonds secured by that particular portion of the Property are no longer outstanding, whether as a result of payment in full or in part, defeasance or otherwise and until the Owner has been reimbursed for the unreimbursed Costs eligible to be paid from the Special Assessments; provided that certain portions of the Property, as defined in the Assessment Plan, will not be subject to the Special Assessments. The City shall use good and sound practices to collect, or cause to be collected, the Special Assessments consistent with the City's policies and standard practices applicable to the collection of City taxes and assessments, as permitted by law.

(b) The Special Assessments can be used for the following purposes: (i) after completion of the applicable Authorized Improvements (or Segments), but prior to the issuance of PID Bonds for those Authorized Improvements secured by assessments levied on a specific Improvement Area, Owner will be reimbursed for Costs associated with those Authorized Improvements (or Segments) from Special Assessment Revenues collected by the City from the Improvement Area in question and (ii) after PID Bonds are issued secured by any assessments levied on a specific Improvement Area, the Special Assessment Revenues from such Improvement Area will be used first to fund debt service, prepayment and delinquency reserves and Administrative Expenses payable for such year pursuant to the Indenture, and second, to the extent (and only to the extent) any such Special Assessment Revenues are remaining, to reimburse Owner for any Costs not reimbursed by the PID Bonds. Any reimbursement obligation to Owner under Sections 4.01, 4.02, or 4.03 hereof or from Special Assessments as provided above, will be subordinate to use of Special Assessments for payment of the applicable PID Bonds as provided in an Indenture and will terminate immediately at the earlier of (i) the date that the Owner has been reimbursed for all reimbursable Costs or (ii) the date that all PID Bonds have been issued.

(c) Notwithstanding anything to the contrary contained herein or in the Assessment Plan, once PID Bonds have been issued, the Special Assessment Revenues collected annually from the applicable Improvement Area will be deposited in the Pledged Revenue Fund and thereafter transferred in the priority as set forth in the Indenture.

(d) Further, notwithstanding anything to the contrary contained herein, the City covenants to use diligent, good faith efforts to contract with Hays County for the collection of the Annual Installments such that the Annual Installments will be included on the ad valorem tax bill(s) for the Property and will be collected as part of and in the same manner as ad valorem taxes. Owner will cooperate with the City regarding any such effort with Hays County.

Section 2.04. Approval and Recordation of Special Assessments through Landowner Certificate.

Concurrently with the levy of the Special Assessments for any portion of the Property, the Owner shall execute (and shall cause any other owner of any of the Property at the time of execution that will be subject to the Special Assessments, including the Consenting Parties, to execute) a “**Landowner Certificate**” (herein so called) in which such landowners shall approve and accept the apportionment of assessments in the Assessment Plan and the levy of the Special Assessments by the City. The Landowner Certificate shall further (a) evidence each landowner’s intent that the Special Assessments be covenants running with the land that (i) will bind any and all current and successor owners of the Property to the Special Assessments, including applicable interest thereon, as and when due and payable thereunder and (ii) provide that subsequent purchasers of such land take their title subject to and expressly assume the terms and provisions of the Special Assessments; and (b) provide that the liens created by the levy of the Special Assessments are a first and prior lien on the Property, subject only to liens for ad valorem taxes of the City, county, school district, any special district with taxing authority overlapping the Property or other political subdivision.

Section 2.05. Costs

(a) Notwithstanding anything to the contrary contained herein, the City and Owner hereby acknowledge and agree that the Costs expended by Owner may not be fully reimbursed

from Special Assessments or the applicable series of PID Bonds. The Costs expended by Owner, but not funded by the applicable series of PID Bonds, are payable solely from the applicable PID Reimbursement Fund as more particularly described herein; provided that sufficient Special Assessment Revenues are available for the foregoing.

(b) The provisions of this Section 2.05 shall hereby constitute a “reimbursement” under Chapter 372 of the Texas Local Government Code.

(c) The Owner Reimbursement provisions contained in this Section 2.05 shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than net proceeds from the PID Bonds and Special Assessment Revenues.

(d) Owner’s right, title and interest into the payments of unreimbursed Costs shall be the sole and exclusive property of Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless Owner transfers its rights to its unreimbursed Costs to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole without the consent of (but with prior written notice to) the City, all of Owner’s right, title, or interest under this Agreement including, but not limited to, any right, title or interest of Owner in and to payment of its unreimbursed Costs (a “**Transfer**,” and the person or entity to whom the transfer is made, a “**Transferee**”). Owner waives all rights or claims against the City for any funds paid to a third party as a result of a Transfer for which the City received notice. The foregoing notwithstanding, no Transfer of payments hereunder may be pledged to the payment of debt service on public securities issued by any state of the United States or any political subdivision thereof without the approval of the City Council.

Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the City. The City may rely conclusively on any written notice of a Transfer provided by Owner without any obligation to investigate or confirm the Transfer.

If the applicable portion of Authorized Improvements has not already been constructed and to the extent PID Bond proceeds are insufficient to fund such Cost, Owner shall, at the time of closing the PID Bonds, fund or provide evidence of funding sources (including, but not limited to a letter of credit or evidence of available funds through a loan to Owner) sufficient to fund the difference between the Costs and the PID Bond proceeds available to fund such Costs related to the applicable Authorized Improvement (without limiting any other provision, in the event Owner does not or cannot provide such funding or evidence of funding sources, the City shall not be required to sell such PID Bonds, and Owner shall reimburse the City for all expenses and liabilities incurred by the City in connection with the proposed issuance of the PID Bonds).

Section 2.06. Obligations Payable from Special Assessment Revenues.

THE PID BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY SECURED SOLELY BY PLEDGED REVENUES (AS DEFINED IN THE INDENTURE) AND ANY OTHER FUNDS HELD UNDER THE INDENTURE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE PID BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY

AND ARE NOT SECURED EXCEPT AS PROVIDED IN THE INDENTURE. THE OWNERS OF THE PID BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND ANY OTHER FUNDS HELD UNDER THE INDENTURE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF THE PID BONDS TO PAY THE PID BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES.

FURTHERMORE, ALL REIMBURSEMENTS FROM THE CITY TO OWNER FROM SPECIAL ASSESSMENTS ARE SUBORDINATE TO PAYMENT OF THE APPLICABLE PID BONDS AND THE ESTABLISHMENT OF ANY OTHER FUNDS HELD UNDER THE INDENTURE ALL AS SET FORTH IN THE INDENTURE. SUCH REIMBURSEMENTS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY. THE OWNER SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNER TO PAY REIMBURSEMENTS OUT OF ANY FUNDS OF THE CITY OTHER THAN AS PROVIDED IN THE INDENTURE.

ARTICLE III. CONSTRUCTION AND ACQUISITION

Section 3.01. Acquisition of Authorized Improvements

(a) The Owner will obtain approval of construction plans, or landscaping plans, as appropriate, for the Authorized Improvements from the City prior to commencing construction of the Authorized Improvements.

(b) The Owner will dedicate those Authorized Improvements not addressed by Subsection (c) or (d) below to the City upon completion of said Authorized Improvements, and the City will accept dedication of such Authorized Improvements after confirming that the Authorized Improvements have been completed in accordance with this Agreement, applicable Code provisions and have been accepted by the City Council.

(c) The Owner will dedicate, convey, or otherwise provide to or for the benefit of the City or an Owners Association the Authorized Improvements. The City hereby acknowledges and agrees that (i) the Authorized Improvements will be dedicated, conveyed, leased or otherwise provided to or for the benefit of the City or an Owner's Association, and (ii) that any Authorized Improvements conveyed or dedicated to an Owners Association are provided "for the benefit of" the City in accordance with Section 372.023 (a) of the PID Act and such Owner's Association will be an entity authorized and approved by the City Council and authorized by the City to own, operate and maintain such Authorized Improvements for the City in accordance with Section 372.023(a)(3) of the PID Act. Without limiting the generality of any of the foregoing, with respect to the HOA Maintained Improvements (other than landscaping in public right of way), the Owner will grant the City an easement in a form acceptable to the City granting the City and the public the right of access to and use of such Authorized Improvements in order to evidence that although

such Authorized Improvements are owned and maintained by such Owner's Association, the Authorized Improvements are provided for the use and benefit of the public.

(d) With respect to the (i) HOA Maintained Improvements consisting of landscaping in public right of way and (ii) detention/amenity ponds dedicated to the City, the City will grant a license in a form acceptable to the City to the Owner's Association granting the Owner's Association the right to maintain such Authorized Improvements.

(e) If any of the water infrastructure serving the Property becomes eligible to be an Authorized Improvement because the water service provider becomes an entity described under Section 372.023(a) of the PID Act, such water infrastructure may be considered as an Authorized Improvement and will be provided for in an amendment in writing to this Agreement between the City and Owner and an amended and restated Assessment Plan, and Owner will dedicate such infrastructure in the same manner identified in subparagraph (b) above.

Section 3.02. Designation of Construction Manager, Construction Engineers

(a) The City hereby designates the Owner, or its assignees, as the Construction Manager with full responsibility for the design, the designation of easement locations, facilities site designations and acquisitions, supervision of construction, and the bidding and letting of construction contracts for the construction of the Authorized Improvements in accordance with the provisions of this Article III, subject to the City's review and approval of design specifications and easement locations.

(b) Inspection of the construction of all Authorized Improvements shall be performed by the City Construction Representative or its designees. The Owner shall pay inspection fees which shall be included in the Cost and may later be reimbursed to Owner out of PID Bond proceeds when PID Bonds are issued or Special Assessment Revenues when levied.

(c) The Owner shall be entitled to a separate pro rata Construction Management Fee for the construction of the Roger Hanks connection offsite improvement described in the Assessment Plan, unless Owner contracts with a third party to act as the Construction Manager with respect to construction of such Authorized Improvements in which case such third party shall be entitled to a Construction Management Fee. Except for authorizing payment out of the proceeds of PID Bonds the City shall have no obligation to pay any such Construction Management Fee.

(d) The City shall cooperate with the Owner in connection with its services as Construction Manager.

(e) The Owner shall designate engineers licensed by the Texas Board of Professional Engineers for the Authorized Improvements for the compensation specified by the Owner. If Owner replaces the consulting engineer, within ten (10) days, the Owner shall provide written notice to the City of the replacement of the consulting engineer.

Section 3.03. Designation of Construction Manager Subcontractor

Owner may subcontract out all or some of the duties of Construction Manager to a third party. Owner may designate an individual, company, or partnership or other entity as a subcontractor for construction management services for one or more Authorized Improvements or

distinct Segments thereof. The Owner shall provide the City with written notice within ten (10) days of such subcontract or designation.

Section 3.04. Fiscal Security

The Owner shall be required to post fiscal security for Authorized Improvements in accordance with the Annexation and Development Agreement provisions for Insurance, Indemnity and Performance and Payment bond requirements.

Section 3.05. Maintenance of Project, Warranties

Unless otherwise provided for herein or in the Annexation and Development Agreement, the Owner shall maintain each Authorized Improvement constructed by Owner (or Segment thereof) in good and safe condition until such Authorized Improvement (or Segment thereof) is accepted by the City or the Owner's Association, as applicable. The City's acceptance of Authorized Improvements shall be in accordance with the City standard rules and procedures for the acceptance of subdivision improvements as modified by the Annexation and Development Agreement. Prior to such acceptance, the Owner shall be responsible for performing any required maintenance on such Authorized Improvement. On or before the acceptance by the City of an Authorized Improvement (or Segment thereof), the Owner shall assign to the City all of the Owner's rights in any warranties, guarantees, maintenance obligations or other evidences of contingent obligations of third persons with respect to such Authorized Improvement (or Segment thereof). A two year maintenance bond shall be required as provided for in the Annexation and Development Agreement.

Section 3.06. Sales and Use Tax Exemptions

(a) The City will use best efforts to provide such certifications to the Owner and/or to suppliers and contractors as may be reasonably requested by Owner regarding exemptions from sales and use taxes under Texas Tax Code Section 151.309, but makes no representation or warranty that such exemptions will be applicable.

(b) The City and the Owner shall cooperate in structuring the construction contracts for the Authorized Improvements to comply with requirements (including those set forth in 34. Tex. Admin. Code, sec. 3.291) for exemption from sales and use taxes.

Section 3.07. Regulatory Requirements

(a) The Owner shall be responsible for the costs of designing, constructing, and obtaining the City's or Owner's Association, as applicable, acceptance of the Authorized Improvements, in accordance with applicable local, state, and federal regulations, the City-approved plans and specifications, and Good Engineering Practices.

(b) The Owner will request bids from at least three (3) independent, competent contractors for the construction of the Authorized Improvements and provide copies of the bids to the City. The Authorized Improvements shall be bid based on the construction plans and specifications approved by the City.

(c) The City Construction Representative will cooperate with the Owner to the extent

reasonably possible for proper engineering review, comment, and revision on the review and approval of the engineering, design, plans, and specifications of all Authorized Improvements submitted by the Owner.

Section 3.08. Owner's Association

(a) The Owner will create one or more home owners associations for the Property (collectively the "**Owner's Association**"), and shall establish bylaws, rules, regulations and restrictive covenants (collectively the "**Association Regulations**") to assure the Owner's Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Owner's Association pursuant to this Section and the Annexation and Development Agreement. The Owner's Association will have binding, continuing responsibility for the maintenance, repair and operation of the HOA Maintained Improvements maintained by the Owner's Association. The Association Regulations will establish periodic Owner's Association dues and assessments, to be charged and paid by the lot owners within the Property, which are and will be sufficient to maintain the HOA Maintained Improvements. The Association Regulations will require the periodic dues and assessments to be increased from time to time as necessary to provide the funds required for the maintenance of the HOA Maintained Authorized Improvements, and to provide funds required for the management and operation of the Association.

(b) The Owner's Association dues and assessments required to be established, maintained and collected by the Owner's Association pursuant to this Agreement shall be in addition to, and not in lieu of, any and all other fees, charges and assessments that will be applicable to the Property.

ARTICLE IV. PAYMENT FOR PUBLIC IMPROVEMENTS

Section 4.01. Overall Requirements

(a) Except as otherwise provided in the Wastewater Agreement or Offsite Road and Trail Agreement, the City shall not be obligated to provide funds for any Authorized Improvement except from the proceeds of the PID Bonds or from Special Assessments. The City makes no warranty, either express or implied, that the proceeds of the PID Bonds available for the payment of the Costs of the Authorized Improvements to be constructed for or acquired by the City or the Owner's Association will be sufficient for the construction or acquisition of all of those particular Authorized Improvements. The Parties anticipate that Cost to construct the Authorized Improvements may be greater than the proceeds of the PID Bonds and reimbursements available for Authorized Improvements and any shortfalls with respect to Costs (not to be funded by the City pursuant to the Wastewater Agreement or Offsite Road and Trail Agreement) incurred by Owner will be funded by the Owner.

(b) Owner may enter into agreements with one or more real estate owners or builders to construct certain Authorized Improvements (each such Owner, a "**Co-Owner**") in accordance with the terms and conditions of this Agreement. The Owner may submit Costs paid for by a Co-Owner and obtain reimbursement of such Costs on behalf of and to be paid to Owner or to such Co-Owner, at Owner's discretion.

(c) The Authorized Improvements are intended to be constructed pursuant to this Agreement and paid for by the Owner prior to the issuance of PID Bonds intended to fund such

Authorized Improvements. Such funding of the Authorized Improvements will be governed generally by the terms of this Section 4.01, Section 4.02 (for Improvement Area #1 Authorized Improvements) and Section 4.03 (for Future Improvement Area Authorized Improvements) of this Agreement.

(d) In the event that the City adopts an Assessment Ordinance or ordinances levying Special Assessments without the intention to immediately issue PID Bonds secured by such Special Assessments, the City hereby undertakes to establish a fund corresponding to each such Assessment Ordinance, to be segregated from all other City funds, into which the City shall deposit Special Assessment Revenues corresponding to such Assessment Ordinance (each, a “**PID Reimbursement Fund**”).

(e) Until PID Bonds are issued, the Special Assessments (to be levied and collected as provided below) will reimburse the Owner for Costs incurred in connection with the applicable Authorized Improvements until the PID Bonds are issued in an amount necessary to reimburse Owner for the Costs of the Improvement Area #1 Authorized Improvements or Future Improvement Area Authorized Improvements, as applicable, less any amounts already reimbursed to Owner out of the PID Reimbursement Fund as provided in the following Sections. In such event, until PID Bonds for a given Improvement Area secured by such Special Assessments are issued, the City shall bill, collect, and deposit into the applicable PID Reimbursement Fund all such Special Assessment Revenues consisting of: (1) revenue collected from the payment of such Special Assessments (including prepayments and amounts received from the foreclosure of liens but excluding costs and expenses related to collection); (2) revenue collected from the payment of Annual Installments of such Special Assessments (excluding costs and expenses related to collection), and (3) any other revenue authorized by the PID Act and approved by the City Council.

(f) Strictly subject to the terms, conditions and requirements hereof and solely from the Special Assessment Revenues herein provided or the proceeds of PID Bonds, the Owner shall be entitled to receive payment from the PID Reimbursement Fund, until the date after the last Annual Installment is collected (the “**Maturity Date**”), a principal amount not to exceed Twenty Seven Million Five Hundred Thousand AND NO/100 DOLLARS (\$27,500,000) (the “**Reimbursement Balance**”); provided, however, that (1) the amount to be reimbursed hereunder shall not exceed the Costs of the Authorized Improvements actually incurred by the Owner, and (2) the Reimbursement Balance shall be reduced by the costs of issuance associated with the issuance of any PID Bonds issued pursuant to this Agreement, including, but not limited to, any underwriter’s discount and reserved fund deposits, if any, required by an applicable Indenture, notwithstanding that such funds shall not actually be paid by the Owner.

(g) Prior to the issuance of PID Bonds, the applicable portion of the unpaid Reimbursement Balance shall bear simple interest at the rate not to exceed five percent (5%) above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index reported in the month before the date the obligation was incurred (which date is the same as the approval by the City of the Assessment Ordinance levying the applicable Special Assessments from which the Reimbursement Balance, or a portion thereof, shall be paid) for years one through five and (2) at the rate not to exceed two percent (2%) above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index reported in the month before the date the obligation was incurred (which date is the same as the approval by the City of the Assessment Ordinance levying the applicable Special Assessments from which the Reimbursement Balance, or a portion thereof, shall be paid) for years six through the Maturity Date or until the entire

Reimbursement Balance has been paid to Owner; provided, however, upon the issuance of the applicable series of PID Bonds, the interest rate due and unpaid on amounts shown on each Certification for Payment to be paid to the Owner shall be the same as the interest rate on applicable series of PID Bonds issued to finance the costs of the Authorized Improvements for which the Certification for Payment was filed. The interest rate on any portion of the outstanding Reimbursement Balance shall accrue from and be calculated (a) commencing upon the later of (a) the date of the City's adoption of an Assessment Ordinance to levy the Special Assessments within the applicable Improvement Area for the Authorized Improvements or (b) the date the City accepts (i) by recording of the final plat in association with which the applicable Authorized Improvement(s) was/were constructed or (ii) if such Authorized Improvement is not constructed in association with development of Property within the boundaries of a specific recorded final plat, the latter of (y) the date an authorized City representative provides a written notice to Owner of acceptance for City ownership and maintenance of the completed Authorized Improvement(s) and (z) the date the document conveying to City an easement in which such Authorized Improvement is located is recorded. The method for determining the interest rate for the unpaid balance of the Reimbursement Balance as set forth in this paragraph is authorized by and complies with the PID Act, including specifically subsections (e)(1) and (e)(2) of Section 372.023 of the PID Act. The principal amount of each portion of the Reimbursement Balance to be paid under each Assessment Ordinance, and the interest rate for such portion of the Reimbursement Balance, is shown on Schedule II attached to this Agreement and incorporated as a part of this Agreement for all purposes. As the City passes and approves additional Assessment Ordinances and/or issues PID Bonds, the City shall approve an updated Schedule II to this Agreement as part of the updated or amended Service and Assessment Plan. Such updated Schedule II attached to the Service and Assessment shall automatically be incorporated as part of this Agreement for all purposes as if attached hereto without any further action from the Parties.

(h) Payments from the PID Reimbursement Fund shall be applied in accordance with this Agreement. If there is a dispute over the amount of any payment, City shall nevertheless pay the undisputed amount, and the Parties shall use all reasonable efforts to resolve the disputed amount before the next payment is made; however, if the parties are unable to resolve the disputed amount, then the City's determination of the disputed amount (as determined by the City Administrator in their reasonable and good faith judgment) shall control.

(i) After completion of construction of any of the Authorized Improvements, the Owner may submit to the City a Certification for Payment in the form attached hereto in Schedule 1, requesting payment from the PID Reimbursement Fund. Owner may submit Certification for Payments not more than once every ninety (90) days after the initial Certification for Payment. This process will continue until the Reimbursement Balance is paid in full, whether through the payments from the PID Reimbursement Fund or issuance of PID Bonds. After issuance of PID Bonds, amounts in the PID Reimbursement Fund shall be transferred to the applicable Project Fund and disbursed according to the terms hereof and the applicable Indenture.

(j) The Reimbursement Balance, as described above, is payable to the Owner and secured under this Agreement solely as described herein. No other City funds, revenue, taxes, income, or property shall be used even if the Reimbursement Balance is not paid in full at the Maturity Date.

Section 4.02. Improvement Area #1 Authorized Improvements

(a) Owner shall convey, and the City shall acquire, as more particularly described in Section 3.01 above, the given Improvement Area #1 Authorized Improvement (including Shared Authorized Improvements) for the Cost, after such Improvement Area #1 Authorized Improvement (including Shared Authorized Improvements) are completed and have been accepted by the City in accordance with all applicable law. The general process for funding of the Improvement Area #1 Authorized Improvements is outlined in herein and in Section 4.01(e)-(j) above and as follows.

(1) As soon as practical after the Owner's written request, and prior to the transfer of any Parcel to a homebuyer, the City will adopt an Assessment Ordinance which will include the initial Assessment Plan. The City will levy the Special Assessments on Improvement Area #1 for the Improvement Area #1 Authorized Improvements in accordance with the Assessment Plan and the applicable Assessment Ordinance.

(2) As requested by Owner and as set forth in the Assessment Ordinance, after the completion of some or all of the Improvement Area #1 Authorized Improvements, the City will begin collecting the Special Assessments on Improvement Area #1.

(3) Upon completion of the Improvement Area #1 Authorized Improvements (including Shared Authorized Improvements) listed on Exhibit "F", save and except those Authorized Improvements described on Exhibit "G", the City Council will consider the issuance of the Improvement Area #1 Bonds, subject to meeting the requirements and conditions stated herein, in Section 5.01, and State law, to reimburse the Owner for the Cost of those Improvement Area #1 Authorized Improvements that are complete at the time of bond issue less any amounts already reimbursed to Owner from the PID Reimbursement Fund for Improvement Area #1. Owner may provide the City a Bond Issuance Request including the anticipated completion date for the Improvement Area #1 Authorized Improvements that are to be funded by the initial Improvement Area #1 Bonds one hundred and twenty (120) days prior to the anticipated completion date for such Improvement Area #1 Authorized Improvements. The City will consider commencing the documentation and preparation for sale of the initial Improvement Area #1 Bonds based upon receipt of such Bond Issuance Request from the Owner and approval of issuance of the PID Bonds by the City Council.

(b) In order for the Owner to receive funds from the proceeds of the Special Assessments levied on Improvement Area #1 (the "**Improvement Area #1 Special Assessments**") and/or proceeds from the Improvement Area #1 Bonds to reimburse the Cost of the Improvement Area #1 Authorized Improvements, the Owner shall deliver to the City, the PID Administrator and the Project Engineer (i) a Certification for Payment evidencing the Cost, (ii) evidence of the acceptance by the City of those Improvement Area #1 Authorized Improvements to be funded by the Improvement Area #1 Special Assessments or PID Bonds in question and the conveyance to the City of those Improvement Area #1 Authorized Improvements to be funded by the Improvement Area #1 Special Assessments or PID Bonds in question as described in Section 3.01 above, and (iii) an assignment of the warranties and guaranties, if applicable, to those Improvement Area #1 Authorized Improvements to be funded by the Improvement Area #1 Bonds in question, in a form reasonably acceptable to the City. Nothing herein shall prohibit Owner from being reimbursed for design costs associated with the Improvement Area #1 Authorized Improvements.

(c) After the Certification for Payment is submitted to the City, the City shall conduct a review to confirm those Improvement Area #1 Authorized Improvements to be funded by the Improvement Area #1 Special Assessments or PID Bonds in question were constructed in accordance with the plans therefor and to verify the Cost of the Improvement Area #1 Authorized Improvements specified in such Certification for Payment. The City will conduct such review within ten (10) days after the Certification for Payment is submitted to the City and the Owner will cooperate with the City in conducting each such review and provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Upon confirmation by the City that the Improvement Area #1 Authorized Improvements to be funded by the Improvement Area #1 Special Assessments or PID Bonds in question have been constructed in accordance with the plans therefor, and verification and approval of the Cost of those Improvement Area #1 Authorized Improvements, the City shall, within thirty (30) calendar days thereafter, accept those Improvement Area #1 Authorized Improvements not previously accepted by the City, and an authorized representative of the City shall sign the Certification for Payment and forward the same to the City Administrator. The City Administrator shall then have up to ten (10) calendar days to forward the executed Certification for Payment to the Trustee for payment.

(d) At the time of the closing of any Improvement Area #1 Bonds, Owner shall, concurrently with the draw from the proceeds of the Improvement Area #1 Bonds, submit a Closing Disbursement Request, in the form attached hereto as Schedule III, to the City and the Trustee to be reimbursed for, as applicable, costs of issuance of PID Bonds and payments of costs incurred in the establishment, administration, and operation of the PID, and any other eligible items expended by the Owner. Prior to disbursement of proceeds of any Improvement Area #1 Bonds, the City will sign the Closing Disbursement Request and deliver said Closing Disbursement Request to the Trustee. At the closing of any such Improvement Area #1 Bonds, Owner shall be reimbursed the amount approved in the Closing Disbursement Request from amounts on deposit in the costs of issuance account created under the Indenture and such amount shall be transferred by the Trustee for distribution to the Owner or the Owner's designee as provided for in the Indenture.

Section 4.03. Future Improvement Area Authorized Improvements

(a) The costs of the Future Improvement Area Authorized Improvements will be initially financed through this Section 4.03. The Owner shall convey, and the City shall acquire, as more particularly described in Section 3.01 above, the given Future Improvement Area Authorized Improvement for the Cost, after such Future Improvement Area Authorized Improvement is completed and has been accepted by the City. It being acknowledged that those Shared Authorized Improvements not completed at the time of the Improvement Area #1 Bond issue do not benefit Improvement Area #1 and will be funded by the Future Improvement Areas, as applicable. Each Future Improvement Area will be allocated its proportionate share of the cost of those Shared Authorized Improvements, and the concept generally described in the preceding sentence shall similarly apply to those Shared Authorized Improvements not completed at the time of any given Future Improvement Area Bonds. The general process for funding of Future Improvement Area Authorized Improvements is outlined in Section 4.01(e)-(j) above and as follows.

(1) As soon as practical after the Owner's written request, and prior to the transfer of any Parcel to a homebuyer in the applicable Future Improvement Area, the City will adopt an Assessment Ordinance levying the Special Assessments on a given Future Improvement Area for the Authorized Improvements relating to such Future Improvement Area. The City will

levy and collect the Special Assessments on the applicable Future Improvement Area for the Future Improvement Area Authorized Improvements in accordance with the Assessment Plan and the applicable Assessment Ordinance.

(2) At the request of Owner, after the completion of some or all of the Future Improvement Area Authorized Improvements, the City will begin collecting the Special Assessments for the Future Improvement Area Authorized Improvements.

(3) Upon completion of the Future Improvement Area Authorized Improvements for a given Future Improvement Area and as requested by Owner, the City will consider the issuance of Future Improvement Area Bonds, subject to meeting the requirements and conditions stated in this Section, Section 5.01, and State law, to reimburse the Owner for the Cost of the Future Improvement Area Authorized Improvements for the applicable Future Improvement Area that are completed at the time the Future Improvement Area Bonds are issued less any amounts already reimbursed to Owner from the applicable PID Reimbursement Fund. Owner may provide the City a Bond Issuance Request including the anticipated completion date for the applicable Future Improvement Area Authorized Improvements that are to be funded by the given Future Improvement Area Bond issue one hundred and twenty (120) days prior to such anticipated date. The City shall commence the documentation and preparation for sale of any Future Improvement Area Bonds based upon receipt of such Bond Issuance Request from the Owner and approval by City Council to issue the Bonds.

(b) To receive funds from the proceeds of the Future Improvement Area Bonds to reimburse the Owner for the Cost of the Future Improvement Area Authorized Improvements, the Owner shall deliver to the City, the PID Administrator and the Project Engineer (i) a Certification for Payment evidencing the Cost, (ii) evidence of the acceptance by the City of the Future Improvement Area Authorized Improvements to be funded by the Future Improvement Area Bonds in question and the conveyance to the City of those Future Improvement Area Authorized Improvements to be funded by the Future Improvement Area Bonds in question as described in Section 3.01 above, and (iii) an assignment of the warranties and guaranties, if applicable, for the Future Improvement Area Authorized Improvements to be funded by the PID Bonds in question, in a form reasonably acceptable to the City. Nothing herein shall prohibit Owner from being reimbursed for design costs associated with Future Improvement Area Authorized Improvements.

(c) After the Certification for Payment is submitted to the City, the City shall conduct a review to confirm those Future Improvement Area Authorized Improvements to be funded by the Future Improvement Area Bonds in question were constructed in accordance with the plans therefor and to verify the Cost of the Future Improvement Area Authorized Improvements specified in such Certification for Payment. The City agrees to conduct such review in an expeditious manner after the Certification for Payment is submitted to the City and the Owner agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Upon confirmation by the City that Future Improvement Area Authorized Improvements to be funded by the Future Improvement Area Bonds in question have been constructed in accordance with the plans therefor, and verification and approval of the Cost of those Future Improvement Area Authorized Improvements, the City shall within thirty (30) calendar days thereafter accept those Future Improvement Area Authorized Improvements that have not been previously accepted by the City and an authorized representative of the City shall sign the Certification for Payment and forward the same to the City Administrator. The City

Administrator shall then have up to ten (10) calendar days to forward the executed Certification for Payment to the Trustee for payment.

(d) At the time of the closing of any Future Improvement Area Bonds, Owner shall, concurrently with the draw from the proceeds of the Future Improvement Area Bonds, submit a Closing Disbursement Request, in the form attached hereto as Schedule III, to the City and the Trustee to be reimbursed for, as applicable, costs of issuance of PID Bonds and payments of costs incurred in the establishment, administration, and operation of the PID, and any other eligible items expended by the Owner. Prior to disbursement of proceeds of any Future Improvement Area Bonds, the City will sign the Closing Disbursement Request and deliver said Closing Disbursement Request to the Trustee. At the closing of any such Future Improvement Area Bonds, Owner shall be reimbursed the amount approved in the Closing Disbursement Request from amounts on deposit in the costs of issuance account created under the Indenture and such amount shall be transferred by the Trustee for distribution to the Owner or the Owner's designee as provided for in the Indenture.

(e) The Project may be developed in phases. It is hereby acknowledged that the Future Improvement Area consists of Phase 2, 3, 4, or 5 of the Project, as depicted on Exhibit "B-3". There may be up to three (3) Future Improvement Area bond issues. A Future Improvement Area may include all or portions of Phases 2, 3, 4, or 5.

Section 4.04. Segments.

The provisions of Section 4.01, 4.02, and 4.03 above regarding funding of Authorized Improvements also apply to Segments of those Authorized Improvements.

Section 4.05. Qualified Tax-Exempt Status.

(a) In any calendar year in which PID Bonds are issued, the Owner agrees to pay the City additional costs ("**Additional Costs**") the City may incur in the issuance of City obligations (the "**City Obligations**") as described in this Section if the City Obligations are deemed not to qualify for the designation of "qualified tax-exempt obligations" ("**QTEO**") as defined in section 265(b)(3) of the Internal Revenue Code of 1986, as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this Section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law; if the City does not issue the PID Bonds by the end of the calendar year in which the Additional Costs would be incurred by the City in the issuance of the City Obligations, the City will refund to the Owner the Additional Costs paid by the Owner in such calendar year within ten (10) business days after the end of such calendar year. Additionally, the City will provide the Owner on an annual basis no later than December 15th each year the projected amount of City Obligations to be issued in the upcoming year based on its annual budget process.

(b) In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its Financial Advisor, shall calculate the estimated Additional Costs based on the market conditions as they exist approximately forty-five (45) days prior to the pricing of the PID Bonds using independent third party public pricing information to the date of the pricing

of the PID Bonds (the “**Estimated Additional Costs**”), the City shall provide a written invoice to the Owner, and the Owner shall have 10 days to review and provide input on the calculation to the City. The Owner shall pay such Estimated Additional Costs to the City on or before the earlier of (i) ten (10) business days after the date of the City’s invoice or (ii) fifteen (15) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any issue of PID Bonds until the Owner has paid to the City the Estimated Additional Costs related to the PID Bonds then being issued. The Estimated Additional Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City’s issuance of the City Obligations, the City’s Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the “**Actual Increased Costs**”). The City will, within five (5) business days after the issuance of the City Obligations, notify the Owner of the Actual Increased Costs. In the event the Actual Increased Costs are less than the Estimated Additional Costs, the City will refund to the Owner the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City’s notice to the Owner of the Actual Increased Costs. If the Actual Increased Costs are more than the Estimated Additional Costs, the Owner will pay to the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City’s notice to the Owner of the Actual Increased Costs. If the Owner does not pay the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City’s notice to the Owner of the Actual Increased Costs, the Owner shall not be paid any reimbursement amounts from the PID Reimbursement Fund related to the PID or the Project until such payment is made in full. If the City does not issue the City Obligations by the end of the calendar year in which PID Bonds are issued, the City will refund to the Owner the Additional Costs paid by the Owner in such calendar year within ten (10) business days after the end of such calendar year.

(c) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City’s Financial Advisor shall calculate the estimated Additional Costs based on the market conditions as they exist approximately forty-five (45) days prior to the date of the pricing using independent third party public pricing information of the City Obligations (the “**Estimated Additional City Obligation Costs**”), the City shall provide a written invoice to the Owner, and the Owner shall have 10 days to review and provide input on the calculation to the City. In the event Owner intends to issue PID Bonds in that calendar year, the Owner shall pay such Estimated Additional City Obligation Costs to the City at least fifteen (15) days prior to pricing the City Obligations. If the Owner has not paid the Estimated Additional City Obligation Costs to the City by the required time, the City, at its option, may elect to designate such City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year. The Estimated Additional City Obligation Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City’s issuance of the City Obligations, the City’s Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the “**Actual Increased City Obligation Costs**”). The City will, within five (5) business days after the issuance of the City Obligations, notify the Owner of the Actual Increased City Obligation Costs. In the event the Actual Increased City Obligation Costs are less than the Estimated Additional City Obligation Costs, the City will refund to the Owner the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City’s notice to the Owner of the Actual Increased City Obligation Costs. If the Actual Increased City Obligation Costs are more than the Estimated Additional City Obligation Costs, the Owner will pay to the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs

within ten (10) business days of the date of the City's notice to the Owner of the Actual Increased City Obligation Costs. If the Owner does not pay the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's notice to the Owner of the Actual Increased City Obligation Costs, the Owner shall not be paid any reimbursement amounts from the PID Reimbursement Fund related to the PID or the Project until such payment is made in full.

(d) To the extent any developer(s) or the Owner(s) (including the Owner, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or Owner(s) (including the Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or Owner(s) (including the Owner, as applicable) as necessary so as to put all developers and the Owner so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of such Additional Costs.

(e) The City shall charge Additional Costs attributable to any other developer or the Owner on whose behalf the City has issued debt in the same manner as described in this Section 4.05, and the Owner shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of the Owner's portion had already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to the Owner. The portion owed by the Owner shall be determined by dividing the total bond proceeds from any debt issued on behalf of the Owner in such calendar year by the total bond proceeds from any debt issued by the City for the benefit of all developers or Owner(s) (including the Owner) in such calendar year.

ARTICLE V. PID BONDS

Section 5.01. Issuance of PID Bonds.

(a) Subject to the terms and conditions set forth in this Article, if the Owner provides a Bond Issuance Request, the City will consider the issuance of the PID Bonds to pay for the Costs with respect to the Authorized Improvements as contemplated by Article IV. The City will consider the issuance of PID Bonds within four (4) to six (6) months after receiving a Bond Issuance Request from the Owner provided that Owner can reasonably demonstrate to the City and its Financial Advisors that (i) the Future Bond Test has been satisfied, if applicable, and (ii) there is sufficient security for the PID Bonds as set forth in subsection 2.05(d) above, based upon the market conditions existing at the time of such proposed sale. The City shall promptly obtain the Appraisal and any other financial analysis required hereby. The Authorized Improvements anticipated to be constructed and funded in connection with the PID Bonds shall be described in the initial Assessment Plan.

(b) The aggregate principal amount of PID Bonds required to be issued hereunder shall not exceed an amount sufficient to fund: (i) the Costs of the Authorized Improvements, (ii) required reserves, including any amounts contemplated pursuant to Section 5.01(i) herein, (iii) the PID Reserve Fund and all or a portion of the first year's installment of the Administrative Fund (as will be defined in the Indenture), and (iv) any costs of issuance for the PID Bonds.

(c) The final maturity for each series of PID Bonds secured by a given Improvement Area shall occur no later than 30 fiscal years from the issuance date of the first series of PID Bonds secured by the Improvement Area in question.

(d) Owner may request the issuance of the PID Bonds, subject to the condition that the maximum aggregate par amount of all of the PID Bonds shall not exceed \$27,500,000.

(e) The targeted annual PID installment equivalent tax rate (inclusive of total debt service, prepayment and delinquency reserve fund contributions, and Administrative Expenses) at the time the Special Assessments are levied is \$0.73 per \$100.00 of valuation (based on estimated build out values at the time the Assessment Plan is adopted and as agreed upon by the Owner and the City). The Owner and the City understand that it is the intent to have a fixed assessment for all the assessed property categories throughout the District regardless of annual PID installment equivalent tax rate metrics as recommended by the City's consultants or PID Administrator. As a result, the equivalent tax rate may be adjusted accordingly.

(f) The City will (i) select the underwriter for each series of PID Bonds, (ii) determine credit criteria; (iii) investor suitability; (iv) structure of each series of PID Bonds; and (v) the continuing disclosure requirements for each series of PID Bonds, each with input from the Owner, but in every instance the City shall make the final decision regarding all terms and matters related to the issuance and sale of a series of PID Bonds.

(g) PID Bonds are not required to be issued under this Article V unless (i) the statutory requirements set forth in Chapter 372 of the Texas Local Government Code have been satisfied; (ii) the City shall receive at the time of issuance an opinion of counsel selected by the City stating in effect that the PID Bonds are legal and valid under Texas law and that all preconditions to their issuance under State law have been satisfied, as well as the approving opinion of the Attorney General of the State of Texas as required by the PID Act; and (iii) the water infrastructure is in place to serve the Phase of the Project for which the PID Bonds are requested.

(h) The City agrees to use its best efforts to issue the PID Bonds such that interest on the PID Bonds is excludable from the gross income of the owners thereof for federal income tax purposes, including providing such certifications as may be required by the City's Bond Counsel with respect to the City's ongoing compliance with the applicable requirements of federal tax law.

(i) For any PID Bonds issued by the City, there will be no capitalized interest set aside from the gross bond proceeds except for any interest due on the PID Bonds subsequent to the issue date but prior to the date the initial Annual Installment is due.

(j) Prior to the levy of Special Assessments and issuance of PID Bonds the Owner must be current on all taxes, Special Assessments, fees and not in default under the Annexation and Development Agreement, the Offsite Road and Trail Agreement, the Wastewater Agreement or the PDD #5 Ordinance, including information required from Owner for timely disclosures as required by the applicable continuing disclosure agreements.

(k) The foregoing requirements apply to each series of PID Bonds issued.

Section 5.02. Project Fund

The City hereby covenants and agrees that the Indenture will establish a Project Fund as a separate fund to be held by the Trustee under the Indenture. The portion of the proceeds of the PID Bonds issued to pay Costs of Authorized Improvements and Bond Issuance Costs shall be

deposited upon issuance into separate accounts within the Project Fund, as provided in the Indenture.

Section 5.03. Sale of PID Bonds.

The PID Bonds, when issued by the City, shall be marketed and sold as determined by the City with the cooperation and assistance of the Owner in all respects with respect to the preparation of marketing documents, such as preliminary and final official statements.

Section 5.04. Phased Issuance of Debt.

As previously stated, the proposed bond issuance program is anticipated to entail up to four (4) series of Improvement Area Bond financings that will reimburse Owner for the costs of the Authorized Improvements required for the development of the Project. This financing will be undertaken in phases to coincide with the private investment and development of the Authorized Improvements.

Section 5.05. Dissolution Upon Non-Issuance of PID Bonds.

Owner's predecessor-in-interest has petitioned the City to dissolve the District if no Special Assessments have been levied by October 17, 2024, so long as the City has made reasonable efforts to levy the Special Assessments in accordance with the terms hereof. Contemporaneously with the creation of the District, Owner's predecessor-in-interest provided the Petition for Dissolution of the District, which is being held in escrow pursuant to the Escrow Agreement.

ARTICLE VI. REPRESENTATIONS AND WARRANTIES

Section 6.01. Representations and Warranties of City.

The City makes the following representation and warranty for the benefit of the Owner:

(a) that the City is a municipal corporation and political subdivision of the State of Texas, duly incorporated, organized and existing under the Constitution and general laws of the State, and has full legal right, power and authority under the PID Act and other applicable law (i) to enter into, execute and deliver this Agreement, (ii) to adopt any Assessment Ordinance, and (iii) to carry out and consummate the transactions contemplated by this Agreement.

Section 6.02. Representation and Warranties of Owner

The Owner makes the following representations, warranties and covenants for the benefit of the City:

(a) The Owner represents and warrants that the Owner is a limited liability company duly organized and validly existing under the laws of the State of Ohio, is authorized to conduct business and enter into and perform under this Agreement in compliance with the laws of the State of Texas, is in compliance with the laws of the State of Texas, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) The Owner represents and warrants that the Owner has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Owner.

(c) The Owner represents and warrants that this Agreement is valid and enforceable obligation of the Owner and is enforceable against the Owner in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) The Owner covenants that once it commences construction of a Segment it will use its reasonable and diligent efforts to do all things which may be lawfully required of it in order to cause such Segment of the Authorized Improvements to be completed in accordance with this Agreement.

(e) The Owner covenants that it will not commit any act in, upon or to the Property or the Project in violation of any law, ordinance, rule, regulation, or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the Property or the Project.

(f) The Owner represents and warrants that (i) it will not request payment from the City for the acquisition of any Authorized Improvements that are not part of or benefit the Project, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to payment requests.

(g) Until the final maturity date of the PID Bonds, the Owner covenants to maintain proper books of record and account for the Authorized Improvements and all costs related thereto. The Owner covenants that such accounting books will be maintained in accordance with sound accounting practices, and will be available for inspection by the City or its agent at any reasonable time during regular business hours upon at least 72 hours' notice.

ARTICLE VII. DEFAULT AND REMEDIES

(a) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice, subject, however, in the case of non-monetary default, to the terms and provisions of subparagraph (c). Upon a breach of this Agreement, the non-defaulting Party in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained (and/or an action for mandamus as and if appropriate). Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Article VII or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in

this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party. Notwithstanding any provision contained herein to the contrary, the Owner shall not be required to construct any portion of the Authorized Improvements (or take any other action related to or in furtherance of same) while the City is in default under this Agreement. Each party shall be responsible for the expenses incurred by such party in connection with the institution of legal proceedings, including, without limitation, court costs and attorney fees.

(c) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, widespread pestilence, fire or other casualty, shortage of materials, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or tornadoes, labor action, strikes, changes in the law affecting the obligations of the Parties hereunder, or similar acts), the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing “force majeure” events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a “force majeure” event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article.

ARTICLE VIII. GENERAL PROVISIONS

Section 8.01. Notices.

Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as may be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

If to City: City of Dripping Springs
 Attn: City Administrator
 P.O. Box 384
 511 Mercer Street
 Dripping Springs, Texas 78641

With a copy to: City of Dripping Springs
 Attn: City Attorney
 511 Mercer Street
 Dripping Springs, Texas 78620

If to Owner: M/I Homes of Austin, LLC
 Attn: Royce Rippy
 7600 N. Capital of Texas Hwy Bldg. C Suite 250
 Austin, Texas 78731
 rrippy@mihomes.com

With a copy to: Metcalfe Wolff Stuart & Williams, LLP
 Attn: Steven C. Metcalfe
 221 W. 6th, Suite 1300
 Austin, Texas 78701
smetcalfe@mwswtexas.com

Section 8.02. Fee Arrangement

(a) The Owner agrees that it will pay all of the City's costs and expenses (including the City's third party advisors and consultants) related to the creation of the District. The City will pay costs and expenses related to the issuance of any PID Bonds (including, but not limited to legal and financial advisors, underwriters, District administrators, bond documentation, trustee, paying agent, printing, etc.). The Owner agrees that it will pay for certain costs and expenses required by the City and related to the issuance of non-refunding PID Bonds such as, but not limited to, appraisals, engineers reports, market studies, etc. Prior to closing of any non-refunding PID Bonds, the Owner shall submit to the City invoices and other supporting documentation evidencing costs related to the creation of the District and the issuance of non-refunding PID Bonds; and the City will pay or reimburse the Owner for these costs, as applicable, from proceeds of the PID Bonds. The City is not responsible for payment of the Owner's third party legal and financial consultants. Further, prior to the sale of any PID Bonds, the City will provide the Owner with a reasonable market rate budget of all costs and expenses of the City that are to be reimbursed by the Owner or from proceeds of such PID Bonds.

(b) Pursuant to a separate agreement, the City may contract with a third party to serve as the PID Administrator and to administer the PID after Closing. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts set forth in the Assessment Plan.

Section 8.03. Assignment

(a) This Agreement and the rights and obligations of Owner hereunder may be assigned by Owner to an affiliate of Owner without the consent of the City, provided that the assignee assumes all of the obligations of Owner hereunder.

(b) For assignments to other than an affiliate as provided above, Owner may, at its sole and absolute discretion, assign this Agreement from time to time to any party that (i) does not owe delinquent taxes or fees to the City, (ii) is not in material default (beyond any applicable notice and cure period) under any development agreement with the City and (iii) has the experience, expertise and the financial capacity and ability to perform the duties or obligations so assigned under this Agreement. Owner shall provide the City sixty (60) days prior written notice of any such assignment. If the City has objections to such assignment satisfying the requirements described above, the City shall provide written notice of such objections to the Owner within ten (10) days of receiving the assignment notice from Owner. Owner will not be released from its

obligations under this Agreement if the City objects to the assignment as described above and such objections are not resolved by and between Owner and the City; provided, however, the City shall not unreasonably withhold Owner's release from its obligations under this Agreement.

(c) Upon such assignment, Owner shall be deemed to be automatically released of any obligations under this Agreement.

(d) Any assignment must be in writing, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City.

(e) The mere conveyance of a lot or any portion of the Property without a written assignment of the rights of Owner shall not be sufficient to constitute an assignment of the rights or obligations of Owner hereunder.

Section 8.04. Construction of Certain Terms

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

- (a) Words importing a gender include either gender.
- (b) Words importing the singular include the plural and vice versa.
- (c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.
- (d) Any term defined herein by reference to another instrument or document shall continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.
- (e) A reference to any Party in a particular capacity excludes such Party in any other capacity or individually.
- (f) All references in this Agreement to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to "Exhibits" are to the designated Exhibits to this Agreement.
- (g) The words "herein," "hereof," "hereto," "hereby," "hereunder," and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.
- (h) The words "including" and "includes," and words of similar import, are deemed to be followed by the phrase "without limitation."
- (i) Unless the context otherwise requires, a reference to the "Property," the "Authorized Improvements," or the "District" is deemed to be followed by the phrase "or a portion thereof."

(j) Every “request,” “order,” “demand,” “direction,” “application,” “appointment,” “notice,” “statement,” “certificate,” “consent,” “approval,” “waiver,” “identification,” or similar action under this Agreement by any Party shall, unless the form of such instrument is specifically provided, be in writing duly signed by a duly authorized representative of such Party.

(k) The Parties hereto acknowledge that each such party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Agreement.

Section 8.05. Table of Contents; Titles and Headings

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 8.06. Amendments.

This Agreement may be amended, modified, revised or changed by written instrument executed by the Parties.

Section 8.07. Time

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 8.08. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 8.09. Entire Agreement

This Agreement contains the entire agreement of the Parties.

Section 8.10. Severability; Waiver

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 8.11. Owner as Independent Contractor

In performing under this Agreement, it is mutually understood that the Owner is acting as an independent contractor, and not an agent of the City.

Section 8.12. Supplemental Agreements

Other agreements and details concerning the obligations of the Parties under and with respect to this Agreement are included in the Assessment Plan, any Assessment Ordinance, PID Bond Ordinance and Indenture.

Section 8.13. City's Acceptance of Authorized Improvements.

The City hereby agrees that it will not unreasonably withhold the final acceptance of any of the Authorized Improvements and will work with the Owner in good faith to expedite review and acceptance of such Authorized Improvements.

Section 8.14. No Boycott Israel

The Owner, BobWhite, and Tri Pointe (collectively, the “**Verifying Party**”) hereby verify, for purposes of Section 2271 of the Texas Government Code, that at the time of execution and delivery of this Agreement, neither the Verifying Party, nor any parent company, wholly- or majority-owned subsidiaries or affiliates of the same, if any, boycotts Israel or, to the extent this Agreement is a contract for goods or services, will boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, “boycotts Israel” and “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Verifying Party understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Verifying Party within the meaning of SEC Rule 405, 17. C.F.R. § 230.405, and exists to make a profit.

Section 8.15. No Foreign Terrorist Organization

The Verifying Party hereby verifies that, neither the Verifying Party, nor any parent company, wholly- or majority-owned subsidiaries or affiliates of the same, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

- (a) <https://comptroller.texas.gov/purchasing/docs/sudanlist.pdf>;
- (b) <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>; or
- (c) <https://comptroller.texas.gov/purchasing/docs/ftolist.pdf>.

The foregoing verification is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Verifying Party and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, if any, that the United States government has

affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Verifying Party understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Verifying Party within the meaning of SEC Rule 405, 17. C.F.R. § 230.405, and exists to make a profit.

Section 8.16. No Firearm Entity Boycott

Pursuant to Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Verifying Party hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and, to the extent this Agreement is a contract for goods or services, will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” (A) means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. The Verifying Party understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Verifying Party within the meaning of SEC Rule 405, 17. C.F.R. § 230.405, and exists to make a profit.

Section 8.17. No Energy Company Boycotts

Pursuant to Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Verifying Party hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does

business with a company described by (A) above. The Verifying Party understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Verifying Party within the meaning of SEC Rule 405, 17. C.F.R. § 230.405, and exists to make a profit.

Section 8.18. Disclosure of Interested Parties.

Pursuant to Section 2252.908(c)(4), Texas Government Code, the Owner hereby certifies that it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Agreement.

Pursuant to Section 2252.908(c)(4), Texas Government Code, Tri Pointe hereby certifies that it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Agreement.

Submitted herewith is a completed Form 1295 in connection with BobWhite’s participation in the execution of this Agreement generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The City hereby confirms receipt of the Form 1295 from BobWhite, and BobWhite agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. BobWhite and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by BobWhite; and, neither the City nor its consultants have verified such information.

Section 8.19. Exhibits

The following exhibits are attached to and incorporated into this Agreement for all purposes:

- Exhibit A - Definitions
- Exhibit B - Property
- Exhibit B-1 - Phasing Map
- Exhibit B-2 - Improvement Area #1
- Exhibit B-3 - Future Improvement Area
- Exhibit C - Private Improvements
- Exhibit D - Intentionally Omitted
- Exhibit E - Intentionally Omitted
- Exhibit F - Improvement Area #1 Authorized Improvements
- Exhibit G - Authorized Improvements for which Acceptance by City Prior to Bond Issuance Request Not Required
- Schedule I - Form of Certification for Payment
- Schedule II - Reimbursement Balances
- Schedule III - Form of Closing Disbursement Request

M/I Homes of Austin, LLC, an Ohio limited liability company

By: [Signature]

Name: William G. Peckman

Title: Area President

STATE OF TEXAS §

§

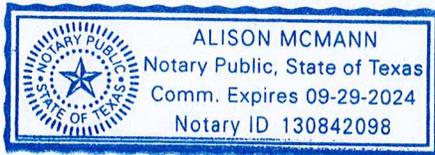
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 21 day of DECEMBER 2022, by William G. Peckman, Area President of M/I Homes of Austin, LLC, an Ohio limited liability company, on behalf of said company.

(SEAL)

[Signature]

Notary Public, State of Texas



The Consenting Party is executing this Agreement solely due to the fact that it is an owner of a portion of the Property and, except for its obligations expressly set forth under the Landowner's Certificate, Consenting Party has no rights, duties or obligations under this Agreement.

CONSENTING PARTY:

Tri Pointe Homes Texas, Inc., a Texas corporation formerly known as Trendmaker Homes, Inc.

By: [Signature]
Name: **Bryan Havel**
Title: **Division President - Austin**

STATE OF TEXAS §
 §
COUNTY OF Williamson §

THIS INSTRUMENT was acknowledged before me on this 19 day of December 2022, by Bryan Havel, Division President - Austin of Tri Pointe Homes Texas, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)

[Signature]
Notary Public, State of Texas



The Consenting Party is executing this Agreement solely due to the fact that it is an owner of a portion of the Property and, except for its obligations expressly set forth under the Landowner's Certificate, Consenting Party has no rights, duties or obligations under this Agreement.

CONSENTING PARTY:
BobWhite Investments, LP,
a Texas limited partnership

By: BobWhite GP, LLC, a Texas
limited liability company
Its: General Partner

By: *Missy Atwood*
Name: Missy Atwood
Title: General Manager

STATE OF TEXAS §
 §
COUNTY OF Travis §

THIS INSTRUMENT was acknowledged before me on this 20th day of Dec, 2022, by Missy Atwood, General Manager of BobWhite GP, LLC, a Texas limited liability company and the General Partner of BobWhite Investments, LP, a Texas limited partnership, on behalf of said partnership.

(SEAL)

Wanda Bostic
Notary Public, State of Texas

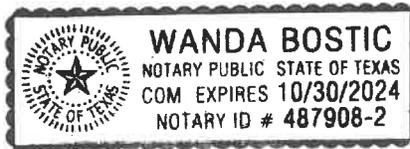


EXHIBIT A

Definitions

DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined above, each of the following terms and phrases used in this Agreement has the meaning ascribed thereto below:

“**Actual Increased Costs**” has the meaning given in Section 4.05(b) of this Agreement.

“**Actual Increased City Obligation Costs**” has the meaning given in Section 4.05(c) of this Agreement.

“**Additional Costs**” has the meaning given in Section 4.05(a) of this Agreement.

“**Administrative Expenses**” means the administrative, organization, and operation costs and expenses associated with, or incident to, the administration, organization, and operation of the PID, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) organizing the PID and preparing the assessment roll, (iii) computing, levying, collecting and transmitting the Special Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Special Assessments, (v) issuing, paying and redeeming the PID Bonds, (vi) investing or depositing the Special Assessments, (vii) complying with the PID Act with respect to the PID Bonds, and (viii) paying the paying agent/registrar’s and trustee’s fees and expenses (including the fees and expenses of its legal counsel), in accordance with the terms of this Agreement or the Assessment Plan.

“**Agreement**” has the meaning given in the recitals to this Agreement.

“**Allocable Share**” means Improvement Area #1’s or a Future Improvement Area, as applicable, pro rata share of the Shared Authorized Improvements, as specified in the Assessment Plan.

“**Annexation and Development Agreement**” has the meaning given in the recitals to this Agreement.

“**Annual Installments**” will have the meaning set forth in the Assessment Plan.

“**Appraisal**” means an appraisal of the applicable Improvement Area prepared by a duly qualified, licensed appraiser in the State of Texas acceptable to the Owner and the City.

“**Assessment Ordinance**” means each ordinance, resolution or order adopted by the City Council levying the Special Assessments, as required by Article II of this Agreement.

“**Assessed Property**” means for any year, Parcels within the District on which Special Assessments have been levied in accordance with the Assessment Plan, other than Non-Benefited Property.

“Assessment Plan” means the Heritage Public Improvement District Service and Assessment Plan (as such plan is amended from time to time), to be initially adopted by the City Council in the initial Assessment Ordinance for the purpose of assessing allocated costs against property located within the boundaries of the District having terms, provisions and findings approved and agreed to by the Owner, as required by Article II of this Agreement. The Parties hereby acknowledge that the Assessment Plan may be amended from time to time.

“Attorney General” means the Texas Attorney General’s Office.

“Authorized Improvements” means collectively any and all improvements, as mutually agreed by the City and Owner, which are included in the Assessment Plan as such plan is amended and updated from time to time, currently contemplated to include the Improvement Area #1 Authorized Improvements, the Future Improvement Area Authorized Improvements, and the Shared Authorized Improvements. Non-PID Funded Authorized Improvements and Private Improvements do not constitute Authorized Improvements.

“Bond Counsel” shall mean McCall, Parkhurst & Horton, LLP.

“Bond Issuance Costs” means costs relating to the authorization, sale and issuance of the given series of PID Bonds including, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Trustee, expenses incurred by the City or Owner in connection with the issuance of the PID Bonds, Financial Advisor fees, the Assessment Plan consultant fees, PID Administrator fees, the bond (underwriter’s) discount or underwriting fee, legal fees and charges, including Bond Counsel, charges for execution, transportation and safekeeping of the PID Bonds and other costs, charges and fees in connection with the issuance of the PID Bonds.

“Bond Issuance Request” means written request made by Owner to the City Administrator in good faith including any financial analysis, appraisals, and due diligence necessary to support the request to the full degree that the City Council may act on it and issue PID Bonds.

“Certification for Payment” is attached hereto as Schedule I.

“City” has the meaning given in the recitals to this Agreement.

“City Administrator” means the City Administrator of the City or his/her designee(s).

“City Construction Representative” means the employee or designee of the City carrying out the duties as described in this Agreement.

“City Council” means the duly elected governing body and council of the City.

“City Obligations” has the meaning given in Section 4.05(a) of this Agreement.

“Closing Disbursement Request” means the request attached hereto as Schedule III.

“Code” means the City’s Code of Ordinances, as such Code exists on the Effective Date of this Agreement, as modified by the PDD #5 Ordinance or the Annexation and Development Agreement.

“Construction Manager” means initially the Owner, and thereafter subject to change in accordance with Section 3.03 of this Agreement. The City acknowledges and agrees that (i) the Owner intends to subcontract out the duties of Construction Manager to a third party and (ii) Owner’s hiring of the initial subcontractor to serve as the Construction Manager shall not be deemed a change in the Construction Manager pursuant to the terms and conditions of Section 3.03.

“Construction Management Fee” means 4.0% of the hard and soft costs incurred by or on behalf of Owner for the construction of the Authorized Improvements referenced in Section 3.02 of this Agreement.

“Co-Owner” has the meaning given in Section 4.01 of this Agreement.

“Cost(s)” means (i) prior to completion of the construction of a Authorized Improvement, the budgeted costs of the design, planning, acquisition, installation, and construction of such Authorized Improvement as set forth in the Assessment Plan and (ii) following completion of the construction of a Authorized Improvement, the costs incurred by or on behalf of the Owner (either directly or through affiliates) for the design, planning, acquisition, installation, and construction of such Authorized Improvement, including (a) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvements, (b) a Construction Management Fee for such Authorized Improvement as permitted under this Agreement, (c) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, and planning, landscape architects related to such Authorized Improvement; (d) all labor, bonds and materials, including equipment and fixtures, by contractors, builders and materialmen in connection with the acquisition, installation, and construction of such Authorized Improvement, and (d) all related permitting, zoning and public approval expenses, architectural, engineering, and consulting fees, governmental fees and charges, insurance premiums, and interest, if any, calculated in accordance with this Agreement from the respective dates of the expenditures until the date of reimbursement thereof. “Cost(s)” with respect to the Wastewater Improvements constructed by the City means Owner’s share of the cost thereof, to the extent and at the time required to be paid by the Owner to the City pursuant to the Wastewater Agreement.

“County” means Hays County, Texas.

“District” has the meaning given in the recitals to this Agreement.

“Effective Date” has the meaning given in the recitals to this Agreement.

“Escrow Agreement” means that certain Escrow Agreement by and between the City, BobWhite, SLF, and Corridor Title, LLC, dated effective November 14, 2017; as assigned pursuant to that certain Assignment of Escrow Agreement by and between SLF, the Owner, and Tri Pointe, entered into on May 3, 2021.

“Estimated Additional Costs” has the meaning given in Section 4.05(b) of this Agreement.

“Estimated Additional City Obligation Costs” has the meaning given in Section 4.05(c) of this Agreement.

“Financial Advisor” means Hilltop Securities, Inc.

“Form 1295” has the meaning given in Section 8.18 of this Agreement.

“Future Bond Test” means the additional investment and underwriting criteria which must be met prior to the issuance of PID Bonds, as may be more particularly described in the Indenture.

“Future Improvement Area” means a distinct portion of Phases 2, 3, 4, and/or 5, described by metes and bounds and developed as an individual Improvement Area at a future time, with such area(s) to be described and designated in updates to the Assessment Plan, as generally depicted on Exhibit “B-3”, attached hereto.

“Future Improvement Area Authorized Improvements” means Authorized Improvements that only benefit the applicable Future Improvement Area, and such Future Improvement Area’s allocable share of the Shared Authorized Improvements, as applicable.

“Future Improvement Area Bonds” means PID Bonds issued to finance Future Improvement Area Authorized Improvements and Bond Issuance Costs, as applicable, related to such Future Improvement Area Bonds. If issued, Future Improvement Area Bonds will be secured by and paid from only the Special Assessments levied on Parcels located within the Future Improvement Area benefiting from the Future Improvement Area Authorized Improvements and Bond Issuance Costs being financed.

“Good Engineering Practices” means the standard of care utilized by licensed engineers with the degree of skill and diligence normally practiced by professional engineers performing the same or similar engineering services licensed by the State of Texas.

“HOA Maintained Improvements” means any parks, trails or landscaping funded as a Authorized Improvement or a Private Improvement to be maintained by the Owner’s Association in accordance with this Agreement.

“Improvement Area #1” means the land (being Phase 1 of the Project) which is more particularly described and/or depicted on Exhibit “B-2” attached hereto.

“Improvement Area #1 Authorized Improvements” means those Authorized Improvements that confer a special benefit only on Improvement Area #1, and Improvement Area #1’s Allocable Share of the Shared Authorized Improvements, and are to be financed with Improvement Area #1 Bonds.

“Improvement Area #1 Bonds” means PID Bonds that are secured by Special Assessments levied on an Assessed Parcel within Improvement Area #1 in order to fund

Improvement Area #1 Authorized Improvements.

“**Improvement Area #1 Special Assessments**” has the meaning given in Section 4.02 of this Agreement.

“**Improvement Area(s)**” means collectively Improvement Area #1 and any Future Improvement Areas.

“**Indenture**” means the applicable Indenture of Trust between the City and Trustee relating to the issuance of a series of PID Bonds for financing costs of Authorized Improvements, as it may be amended from time to time.

“**Interest**” shall mean the interest rate charged for the PID Bonds or such other interest rate as may be required by applicable law or as provided herein.

“**Issue Date**” means the date of the initial delivery of a given series of PID Bonds.

“**JODA**” has the meaning given in the recitals to this Agreement.

“**Non-Benefitted Property**” means Parcels within the boundaries of the District that accrue no special benefit from Authorized Improvements, as determined by the City Council, which include Public Property and any homeowner association amenity centers. Property identified as Non-Benefitted Property at the time the Special Assessments (i) are levied or (ii) are reallocated pursuant to a subdivision of a Parcel is not assessed.

“**Non-PID Funded Authorized Improvement**” has the meaning given in the recitals to this Agreement.

“**Notice**” means any notice, writing, or other communication given under this Agreement.

“**Offsite Road and Trail Agreement**” has the meaning given in the recitals to this Agreement.

“**Original Agreement**” has the meaning given in the recitals to this Agreement.

“**Owner**” has the meaning given in the recitals to this Agreement.

“**Owner’s Association**” has the meaning given in Section 3.08 of this Agreement.

“**Owner Reimbursement**” means the unreimbursed Costs eligible to be paid from Special Assessments, as further described in Section 2.05.

“**Parcel**” means a property identified by either a tax map identification number assigned by the Hays County Appraisal District for real property tax purpose, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the Official Public Records of Hays County, or by any other means determined by the City.

“**Party**” means the Owner or the City, as parties to this Agreement, and “**Parties**” means collectively, the Owner and the City.

“**PDD #5 Ordinance**” means the Heritage Planned Development District approved by the City on October 10, 2017.

“**Phase**” means any one of Phase 1, 2, 3, 4, and/or 5 of the Project as conceptually shown on Exhibit B-1 and as more particularly described in the Assessment Plan.

“**PID Act**” means Chapter 372, Texas Local Government Code, as amended.

“**PID Administrator**” means the employee or designee of the City, including a third party designee whom the City designates by contract, who shall have the responsibilities provided for herein and in the Assessment Plan.

“**PID Bond Ordinance**” means and refers to the ordinance or ordinances of the City Council that will authorize and approve the issuance and sale of the PID Bonds and provide for their security and payment, under the terms of the PID Bond Ordinance or Indenture related to the PID Bonds.

“**PID Bond Security**” means the funds that are to be pledged in or pursuant to the PID Bond Ordinance or the Indenture to the payment of the debt service requirements on the PID Bonds, consisting of the Special Assessments, including earnings and income derived from the investment or deposit of Special Assessments in the special funds or accounts created and established for the payment and security of the PID Bonds, unless such earnings are required to be deposited into a rebate fund for payment to the federal government.

“**PID Bonds**” means the bonds expected to be issued by the City, including the Improvement Area #1 Bonds and the Future Improvement Area Bonds which may include funds for any required reserves and amounts necessary to pay the Bond Issuance Costs, and to be secured by a pledge of the PID Bond Security pursuant to the authority granted in the PID Act, and as required by this Agreement for the purposes of (i) financing the costs of the Authorized Improvements and related costs, and (ii) reimbursing the Owner for Costs paid prior to the issuance of and payment for the PID Bonds.

“**PID Petition**” has the meaning given in the recitals to this Agreement.

“**PID Reimbursement Fund**” means the separate and unique fund or funds established by the City under such name wherein the portion of the Special Assessment Revenues allocated to the repayment of the Owner Reimbursement will be deposited.

“**PID Reserve Fund**” will have the meaning set forth in the Indenture.

“**Pledged Revenue Fund**” means the separate and unique fund or funds to be established by the City under such name pursuant to the Indenture wherein the Special Assessment Revenues are deposited.

“Prepayment” means the payment of all or a portion of a Special Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of a Special Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Special Assessment.

“Project” has the meaning given in the recitals to this Agreement.

“Project Engineer” means the civil engineer or firm of civil engineers selected by the Owner to perform the duties set forth herein, which is currently Stantec.

“Project Fund” means the separate and unique fund or funds to be established by the City under such name pursuant to the Indenture as described in Section 5.02 hereof.

“Property” has the meaning given in the recitals to this Agreement.

“QTEO” has the meaning given in Section 4.05(a) of this Agreement.

“Public Property” means real property, right of way and easements located within the boundaries of the District owned by or irrevocably offered for dedication to the federal government, the State, the County, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an easement or by plat.

“Segment” or Segments” means the discrete portions of the Authorized Improvements necessary to serve a Phase identified as such herein.

“Shared Authorized Improvements” means those Authorized Improvements that benefit both Improvement Area #1 and a given Future Improvement Area which will be funded by both Improvement Area #1 Bonds and Future Improvement Area Bonds.

“Special Assessments” means the assessments levied against property in the District, as provided for in the applicable Assessment Ordinance and in the Assessment Plan, including any supplemental assessments or reallocation of assessments levied in accordance with Sections 372.019 and 372.020 of the PID Act.

“Special Assessment Revenues” means the monies collected from (1) the payment of Special Assessments, including supplemental assessments and reassessments, interest, expenses, or penalties on Special Assessments, prepayments, foreclosure proceeds, and proceeds from a guarantor, if any, of the Special Assessments, (2) revenue collected from the payment of Annual Installments of Special Assessments, and (3) any other revenue authorized by the PID Act and approved by the City Council.

“State” means the State of Texas.

“TEC” has the meaning given in Section 8.18 of this Agreement.

“Trustee” means the trustee under the Indentures, and any successor thereto permitted under the Indentures and any other Trustee under a future Indenture.

“Underwriter” means any investment banking firm designated by the City to underwrite an issuance of PID Bonds.

“Wastewater Agreement” has the meaning given in the recitals to this Agreement.

“Wastewater Improvements” means those Authorized Improvements constructed or to be constructed as contemplated pursuant to the Wastewater Agreement.

EXHIBIT B

Property

"Property"

TRACT 1:

A DESCRIPTION OF 34.247 ACRES IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 34.29 ACRE TRACT CONVEYED TO JOHN MARCUS BAIRD BY DEED DATED JANUARY 13, 1993 AND RECORDED IN VOLUME 971, PAGE 116 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 34.247 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the southeast corner of the said 34.29 acre tract, being also the northeast corner of a 10.11 acre tract described in Volume 3444, Page 347 of the Official Public Records of Hays County, Texas, and being in the west line of Tract 1 of the P.L. Turner Subdivision, a subdivision of Record in Volume 133, Page 444 of the Deed Records of Hays County, Texas;

THENCE with the south line of the 34.29 acre tract, being also the north line of the 10.11 acre tract, the following four (4) courses and distances:

1. South 81°14'08" West, a distance of 397.32 feet to a 1/2" rebar with Chaparral cap set;
2. South 84°24'01" West, a distance of 7.97 feet to a 1/2" rebar found;
3. South 85°19'17" West, a distance of 78.51 feet to a fence post found;
4. South 37°56'47" West, a distance of 97.35 feet to a 1/2" rebar found for the northwest corner of the 10.11 acre tract, being also the northeast corner of Lot 3 of Burrows Subdivision, a subdivision of record in Book 15, Page 69 of the Plat Records of Hays County, Texas;

THENCE with the south line of the 34.29 acre tract, being also the north line of Burrows Subdivision, the following four (4) courses and distances:

1. South 82°29'22" West, a distance of 88.75 feet to a nail found;
2. South 79°23'37" West, a distance of 76.64 feet to a nail found in a live oak for the northwest corner of Lot 3, being also the northeast corner of Lot 2;
3. South 81°55'21" West, a distance of 126.68 feet to a 1/2" rebar with a 3984 cap found for the northwest corner of Lot 2, being also the northeast corner of Lot 1;

4. South 81°56'23" West, a distance of 126.62 feet to a 1/2" rebar found for the northwest corner of Lot 1, being also the northeast corner of a 2.107 acre tract described in Volume 2840, Page 300 of the Official Public Records of Hays County, Texas;

THENCE continuing with the south line of the 34.29 acre tract, being also the north line of the 2.107 acre tract, the following two (2) courses and distances:

1. South 82°31'24" West, a distance of 142.51 feet to a nail found in a live oak;
2. South 81°27'49" West, a distance of 160.55 feet to a 1/2" rebar found for the northwest corner of the 2.107 acre tract, being also the northeast corner of Lot 1 of Sportsplex Subdivision No. 1, a subdivision of record in Book 7, Page 157 of the Plat Records of Hays County, Texas;

THENCE continuing with the south line of the 34.29 acre tract, being also the north line of Lot 1, the following two (2) courses and distances:

1. South 78°46'14" West, a distance of 283.22 feet to a 5/8" rebar found;
2. South 87°33'15" West, a distance of 75.24 feet a 1/2" rebar found for the northwest corner of Lot 1, being in the east line of Sportsplex Drive, described in Volume 784, Page 217 of the Deed Records of Hays County, Texas;

THENCE with the east line of Sportsplex Drive, crossing the 34.29 acre tract the following two (2) courses and distances:

1. With a curve to the left, having a radius of 309.60 feet, a delta angle of 14°55'01", an arc length of 80.60 feet, and a chord which bears North 67°03'32" West, a distance of 80.38 feet to a calculated point;
2. North 74°27'23" West, a distance of 19.74 feet to a calculated point in the center of a road, being in the west line of the 34.29 acre tract;

THENCE with the west line of the 34.29 acre tract, 25' from and parallel to the east line of a 20.518 acre tract described in Volume 784, Page 210 of the Deed Records of Hays County, Texas, the following six (6) courses and distances:

1. North 15°32'13" East, a distance of 7.31 feet to a calculated point;
2. North 14°52'44" East, a distance of 170.09 feet to a calculated point;
3. North 42°12'50" East, a distance of 247.76 feet to a calculated point;
4. North 34°57'13" East, a distance of 299.47 feet to a calculated point;
5. North 35°47'18" East, a distance of 429.51 feet to a calculated point;



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- 6. North 43°12'18" East, a distance of 469.74 feet to a 1/2" rebar with Chaparral cap set for the northwest corner of the 34.29 acre tract, from which a 1/2" rebar with Zamorra Warrick Associates cap found for the northeast corner of the 20.518 acre tract, bears South 89°12'58" West, a distance of 34.79 feet;

THENCE North 89°12'58" East, with the north line of the 34.29 acre tract, a distance of 764.65 feet to a 1/2" rebar found for the northeast corner of the 34.29 acre tract, being also in the west line of said Tract 1;

THENCE with the east line of the 34.29 acre tract, being also the west line of Tract 1, the following two (2) courses and distances:

- 1. South 01°00'24" West, a distance of 791.82 feet to a nail in a fence post found;
- 2. South 01°57'23" West, a distance of 240.27 feet to the **POINT OF BEGINNING**, containing 34.247 acres of land, more or less.

TRACT 2:

A DESCRIPTION OF 50.206 ACRES IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A TRACT CALLED THE EAST PART OF 152.47 ACRES CONVEYED TO JOHN MARCUS BAIRD BY GENERAL WARRANTY DEED DATED MAY 9, 1978 AND RECORDED IN VOLUME 310, PAGE 718 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAME BEING A PORTION OF A 152.47 ACRE TRACT CONVEYED TO EDNA EARL BAIRD BY DEED DATED FEBRUARY 19, 1937 AND RECORDED IN VOLUME 154, PAGE 59 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 50.206 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an axle found for the northeast corner of the said 152.47 acre tract, being an angle point in the south line of Tract 76 A-1, Replat of the Remainder of Tract 76A, Springlake and Subdivision of Reed Acreage, a subdivision of record in Book 9, Page 47 of the Plat Records of Hays County, Texas;

THENCE South 00°16'33" West, with the east line of the 152.47 acre tract, being a south line of said Tract 76 A-1, a distance of 70.71 feet to a fence post found for an angle point in the south line of Tract 76 A-1, for the northwest corner of a tract of land described in Volume 130, Page 231 of the Deed Records of Hays County, Texas;

THENCE South 02°57'28" West, with the east line of the 152.47 acre tract, and with the west line of a 2 acre tract described in Volume 130, Page 231, and Volume 1658, Page 147 of the Official Public Records of Hays County, Texas, a distance of 174.43 feet to fence post found for the southwest corner of the 2 acre tract, being also the northwest corner of Tract 1 of the P.L. Turner Subdivision, a subdivision of record in Volume 133, Page 444 of the Deed Records of Hays County, Texas;

THENCE with the east line of the 152.47 acre tract, being the west line of Tract 1, with the fence, the following five (5) courses and distances:

- 1. South 02°48'03" West, a distance of 431.51 feet to a calculated point;
- 2. South 02°54'13" West, a distance of 484.14 feet to a calculated point;
- 3. South 02°03'04" West, a distance of 259.80 feet to a calculated point;
- 4. South 01°35'37" West, a distance of 300.57 feet to a calculated point;
- 5. South 01°07'29" West, a distance of 353.19 feet to a 1/2" rebar found for the northwest corner of a 34.29 acre tract described in Volume 971, Page 116 of the Deed Records of Hays County, Texas;

THENCE South 89°12'58" West, with the north line of the 34.29 acre tract, over and across the 152.47 acre tract, a distance of 764.65 feet to a 1/2" rebar with Chaparral cap set for the northwest corner of the 34.29 acre tract, being in the division line of the 152.47 acre tract described in Volume 310, Page 718 and Volume 310, Page 721 of the Deed Records of Hays County, Texas;

THENCE South 89°12'58" West, continuing across the 152.47 acre tract, with the said division line, a distance of 34.79 feet to a 1/2" rebar with Zamorra Warrick Associates cap found for the northwest corner of a 20.518 acre tract described in Volume 784, Page 210 of the Deed Records of Hays County, Texas;

THENCE South 89°12'49" West, with the north line of the 20.518 acre tract, with the said division line, a distance of 196.26 feet to a fence post found for the southeast corner of a 45.53 acre tract described in Volume 2953, Page 181 of the Official Public Records of Hays County, Texas;

THENCE with the east line of the 45.53 acre tract, with the said division line, crossing the 152.57 acre tract, the following four (4) courses and distances:

- 1. North 01°23'38" West, a distance of 440.21 feet to a 1/2" rebar with Carson Bush cap found;
- 2. North 00°57'16" West, a distance of 525.11 feet to a nail found at the base of a 13" and 14" live oak;
- 3. North 09°31'45" West, a distance of 154.92 feet to a 1/2" rebar with Chaparral cap set;
- 4. North 01°24'08" West, a distance of 484.34 feet to a 1/2" rebar found for the northeast corner of the 45.53 acre tract, being also the southeast corner of Lot 18 of Hidden Springs



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Ranch Section II, a subdivision of record in Book 14, Page 69 of the Plat Records of Hays County, Texas;

THENCE with the east line of Hidden Springs Ranch Section II, continuing with the said division line, crossing the 152.57 acre tract, the following five (5) courses and distances:

1. North 01°22'12" West, a distance of 155.30 feet to a nail found in concrete;
 2. North 15°23'51" East, a distance of 18.43 feet to a 1/2" rebar found;
 3. North 03°04'23" West, a distance of 27.45 feet to a 1/2" rebar with 4404 cap found for the northeast corner of Lot 18, being also the southeast corner of Lot 17;
 4. North 02°18'43" West, a distance of 190.70 feet to a 1/2" rebar with 4542 cap found for the northeast corner of Lot 17, being also the southeast corner of Lot 14;
 5. North 01°02'42" West, a distance of 50.06 feet to an axle found for an angle point in the north line of the 152.47 acre tract, being also the southwest corner of Tract 76 A-1;
- THENCE** North 87°50'05" East, with the north line of the 152.47 acre tract, being also the south line of Tract 76 A-1, a distance of 1141.82 feet to the **POINT OF BEGINNING**, containing 50.206 acres of land, more or less.

TRACT 3:

A DESCRIPTION OF 94.695 ACRES (APPROX. 4,124,910 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 119.7 ACRE TRACT CONVEYED TO NELSON M. DAVIDSON AND DORIS BREED DAVIDSON BY DEED DATED JUNE 23, 1952 AND RECORDED IN VOLUME 154, PAGE 290 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, P. L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 94.695 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar with 3984 cap found in the west line of Old Fredericksburg Road (right-of-way width varies), for the northeast corner of the Doris Breed Davidson Subdivision, a subdivision of record in Book 10, Page 395 of the Plat Records of Hays County, Texas;

THENCE North 01°30'02" West, with the west line of Old Fredericksburg Road, across Tract 1, a distance of 425.26 feet to a 1/2" rebar with Chaparral cap set for the **POINT OF BEGINNING**;

THENCE over and across Tract 1, the following four (4) courses and distances:

1. South 89°48'55" West, a distance of 259.27 feet to a 1/2" rebar with Chaparral cap set;

2. With a curve to the left, having a radius of 970.00 feet, a delta angle of 06°06'33", an arc length of 103.43 feet, and a chord which bears South 86°45'39" West, a distance of 103.38 feet to a 1/2" rebar with Chaparral cap set
3. South 38°42'22" West, a distance of 192.59 feet to a 1/2" rebar with Chaparral cap set;

4. South 00°43'30" West, a distance of 587.78 feet to a 1/2" rebar with Chaparral cap set in the north line of a 9,008 acre tract described in Volume 2102, Page 453 of the Official Public Records of Hays County, Texas, from which a 1/2" rebar with 3984 cap found in the north line of the 9,008 acre tract, for the southwest corner of the Doris Breed Davidson Subdivision, bears North 87°06'31" East, a distance of 205.48 feet;

THENCE South 87°06'31" West, with the north line of the 9,008 acre tract, continuing across Tract 1, a distance of 304.58 feet to a 1/2" rebar found for the northwest corner of the 9,008 acre tract;

THENCE South 07°58'13" West, with the west line of the 9,008 acre tract, continuing across Tract 1, a distance of 1318.37 feet to a nail in concrete found for the southwest corner of the 9,008 acre tract, being also in the north line of a 6.38 acre tract described in Volume 1489, Page 391 of the Official Public Records of Hays County, Texas, for an angle point in the east line of Tract 1;

THENCE South 13°58'09" West, with the east line of Tract 1, being also the west line of the 6.38 acre tract, a distance of 743.78 feet to a 1/2" rebar with 3984 cap found for the southeast corner of Tract 1, being also the southwest corner of the 6.38 acre tract, and being in the north line of a 3.91 acre tract described in Volume 269, Page 226 of the Deed Records of Hays County, Texas;

THENCE South 88°04'18" West, with the south line of Tract 1, being also the north line of the 3.91 acre tract, a distance of 101.94 feet to a nail found in a 6" post for the northwest corner of the 3.91 acre tract, being also the apparent northeast corner of a 6 acre tract described in Volume 110, Page 563 of the Deed Records of Hays County, Texas;

THENCE North 89°32'58" West, with the south line of Tract 1, being also the apparent north line of the 6 acre tract, a distance of 152.30 feet to a fence post found for the apparent northwest corner of the 6 acre tract, and being a northeast corner of the 76.73 acre tract described in Volume 124, Page 515 of the Deed Records of Hays County, Texas;

THENCE South 89°52'25" West, with the south line of Tract 1, being also the north line of the 76.73 acre tract, distance of 311.97 feet to a fence post found for the southwest corner of Tract 1, being an angle point in the east line of the 76.73 acre tract;

THENCE North 01°40'35" East, with the west line of Tract 1, being also the east line of the 76.73 acre tract, a distance of 550.52 feet to a 1/2" rebar found for the northeast corner of the



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76.73 acre tract, being also the southeast corner of a 10.11 acre tract described in Volume 3444, Page 347 of the Official Public Records of Hays County, Texas.

THENCE North 01°55'45" East, with the west line of Tract 1, being also the east line of the 10.11 acre tract, a distance of 660.61 feet to a 1/2" rebar found for the northeast corner of the 10.11 acre tract, being also the southeast corner of a 34.29 acre tract described in Volume 971, Page 116 of the Deed Records of Hays County, Texas.

THENCE with the west line of Tract 1, being also the east line of the 34.29 acre tract, the following two (2) courses and distances:

1. North 01°57'23" East, a distance of 240.27 feet to a nail in fence post found;
2. North 01°00'24" East, a distance of 791.82 feet to a 1/2" rebar found for the northeast corner of the 34.29 acre tract being in the east line of a 152.47 acre tract described in Volume 310, Page 718 of the Deed Records of Hays County, Texas.

THENCE with the west line of Tract 1, being the east line of the 152.47 acre tract, with the fence, the following five (5) courses and distances:

1. North 01°07'29" East, a distance of 353.19 feet to a calculated point;
 2. North 01°35'37" East, a distance of 300.57 feet to a calculated point;
 3. North 02°03'04" East, a distance of 259.80 feet to a calculated point;
 4. North 02°54'13" East, a distance of 484.14 feet to a calculated point;
 5. North 02°48'03" East, a distance of 431.51 feet to a fence post found for the northwest corner of Tract 1, being the southwest corner of a 2 acre tract described in Volume 130, Page 231 of the Deed Records of Hays County, Texas.
- THENCE** North 86°52'58" East, with the north line of Tract 1, being also the south line of the 2 acre tract, a distance of 1245.48 feet to a fence post found for the northwest corner of a 7.749 acre tract described in Volume 374, Page 743 of the Deed Records of Hays County, Texas.

THENCE South 02°29'58" East, with the west line of the 7.749 acre tract, over and across Tract 1, a distance of 390.22 feet to a 1/2" iron pipe found for the southwest corner of the 7.749 acre tract, being also the northwest corner of a 1.50 acre tract described in Volume 207, Page 49 of the Deed Records of Hays County, Texas;

THENCE South 02°17'26" East, with the west line of the 1.50 acre tract, continuing across Tract 1, a distance of 208.99 feet to a 1/2" iron pipe found for the southwest corner of the 1.50 acre tract;

THENCE North 85°08'49" East, with the south line of the 1.50 acre tract, continuing across Tract 1, a distance of 104.25 feet to a 3/4" rebar found for an angle point in the east line of Tract 1, being also the northwest corner of a 1.00 acre tract described in Volume 1924, Page 385 of the Deed Records of Hays County, Texas, and being the northwest corner of the Turner Tract as shown on the plat of said P.L. Turner Subdivision;

THENCE South 02°05'28" East, with the east line of Tract 1, being also the west line of the 1.00 acre tract, the Turner Tract, a 1.00 acre tract described in Volume 275, Page 499 of the Deed Records of Hays County, Texas, and the west line of Tract 4 of said P.L. Turner Subdivision, a distance of 86.45 feet to a 1/2" rebar with Chaparral cap set, from which a fence corner at a 13" live oak for the southwest corner of the 1.00 acre tract, being also the southwest corner of Tract 4, and being in the north line of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas, bears South 02°05'28" East, a distance of 329.42 feet;

THENCE over and across Tract 1, the following eight (8) courses and distances:

1. South 87°52'26" West, a distance of 119.99 feet to a 1/2" rebar with Chaparral cap set;
2. South 02°07'34" East, a distance of 330.24 feet to a 1/2" rebar with Chaparral cap set;
3. South 87°52'26" West, a distance of 25.11 feet to a 1/2" rebar with Chaparral cap set;
4. South 02°07'34" East, a distance of 254.30 feet to a 1/2" rebar with Chaparral cap set;
5. With a curve to the left having a radius of 25.00 feet, a delta angle of 91°03'12", an arc length of 39.73 feet, and a chord which bears South 47°39'11" East, a distance of 35.68 feet to a 1/2" rebar with Chaparral cap set;
6. With a curve to the right, having a radius of 1030.00 feet, a delta angle of 02°59'42", an arc length of 53.84 feet, and a chord which bears North 88°19'04" East, a distance of 53.84 feet to a 1/2" rebar with Chaparral cap set;
7. North 89°48'55" East, a distance of 40.73 feet to a 1/2" rebar with Chaparral cap set;
8. North 89°48'55" East, a distance of 217.16 feet to a 1/2" rebar with Chaparral cap set in the west right-of-way line of Old Fredericksburg Road, from which a 1/2" rebar found in the west right-of-way line of Old Fredericksburg Road, for the southeast corner of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas, bears North 01°30'02" West, a distance of 108.46 feet;

THENCE South 01°30'02" East, with the west right-of-way line of Old Fredericksburg Road, crossing Tract 1, a distance of 60.02 feet to the **POINT OF BEGINNING**, containing 94.695 acres of land, more or less.



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TRACT 4:

A DESCRIPTION OF 8.119 ACRES (APPROX. 353,664 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 9,008 ACRE TRACT CONVEYED TO MICKEY DAVIDSON KROLL, NELSON M. DAVIDSON, JR., AND WIFE, BARBARA WATKINS DAVIDSON BY WARRANTY DEED WITH VENDORS LIEN DATED NOVEMBER 7, 2002 AND RECORDED IN VOLUME 2102, PAGE 453 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, P.L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 8.119 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar, being an angle point in the east line of the said 9,008 acre tract, being also the northeast corner of Tract 3 of the said P.L. Turner Subdivision, and being also the southwest corner of a 0.754 acre tract described in Volume 4258, Page 404 of the Official Public Records of Hays County, Texas, and being also the northwest corner of a 1 acre tract described in Volume 144, Page 563 of the Deed Records of Hays County, Texas, from which a 3/4" iron pipe found for the southeast corner of the 0.754 acre tract, being in the north line of the 1 acre tract, and being in the west line of Old Fredericksburg Road (right-of-way width varies), bears North 87°52'37" East, a distance of 216.79 feet;

THENCE South 87°35'26" West, with the common line of the 9,008 acre tract and Tract 3, a distance of 236.90 feet to a 1/2" rebar found for an angle point in the east line of the 9,008 acre tract, being also the northwest corner of Tract 3, for the **POINT OF BEGINNING**;

THENCE with the common line of the 9,008 acre tract and Tract 3, the following two (2) courses and distances:

1. South 15°43'23" West, a distance of 521.70 feet to a 1/2" rebar found at the northwest corner of a 3.59 acre tract out of Tract 3, described in Volume 4073, Page 818 of the Official Public Records of Hays County, Texas;
2. South 15°32'41" West, with the west line of the 3.59 acre tract, a distance of 499.23 feet to a 2" iron pipe found for an angle point in the east line of the 9,008 acre tract, being also the southwest corner of the 3.59 acre tract, being also the southwest corner of Tract 3, and being in the north line of a 2.07 acre tract described in Volume 178, Page 571 of the Deed Records of Hays County, Texas;

THENCE with the common line of the 9,008 acre tract and the 2.07 acre tract, the following two (2) courses and distances:

1. North 89°33'06" West, a distance of 183.84 feet to a 1/2" rebar found for an angle point in the east line of the 9,008 acre tract, for the northwest corner of the 2.07 acre tract;

2. South 09°15'30" West, a distance of 216.46 feet to a nail found in an 18" live oak for the southwest corner of the 2.07 acre tract, being also the southeast corner of the 9,008 acre tract, and being in the north line of a 6.39 acre tract described in Volume 1489, Page 391 of the Official Public Records of Hays County, Texas;

THENCE North 89°25'09" West, with the south line of the 9,008 acre tract, being also the north line of the 6.38 acre tract, a distance of 53.15 feet to a nail in concrete found for the southwest corner of the 9,008 acre tract;

THENCE North 07°58'13" East, with the west line of the 9,008 acre tract, crossing said Tract 1, a distance of 1318.37 feet to a 1/2" rebar found for the northwest corner of the 9,008 acre tract;

THENCE North 87°06'31" East, with the north line of the 9,008 acre tract, crossing said Tract 1, a distance of 304.58 feet to a 1/2" rebar with Chaparral cap set, from which a 1/2" rebar with 3984 cap found for the southwest corner of the Doris Breed Subdivision, a subdivision of record in Book 10, Page 395 of the Plat Records of Hays County, Texas, bears North 87°06'31" East, a distance of 205.48 feet;

THENCE over and across the 9,008 acre tract, the following two (2) courses and distances:

1. South 00°43'30" West, a distance of 129.06 feet to a 1/2" rebar with Chaparral cap set;
2. North 87°20'25" East, a distance of 61.68 feet to the **POINT OF BEGINNING**, containing 8.119 acres of land, more or less.

TRACT 5:

A DESCRIPTION OF 1.676 ACRES (APPROX. 73,006 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 119.7 ACRE TRACT CONVEYED TO NELSON M. DAVIDSON AND DORIS BREED DAVIDSON BY DEED DATED JUNE 23, 1952 AND RECORDED IN VOLUME 154, PAGE 290 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, P.L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 1.676 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar found in the west right-of-way line of Old Fredericksburg Road, for the southeast corner of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas;

THENCE South 86°32'57" West, with the south line of the said 0.938 acre tract, a distance of 218.28 feet to a 1/2" rebar found at the southwest corner of the 0.938 acre tract for the **POINT OF BEGINNING**;

THENCE crossing Tract 1, the following eight (8) courses and distances:

1. South 02°07'34" East, a distance of 96.05 feet to a 1/2" rebar with Chaparral cap set;
2. South 89°48'55" West, a distance of 40.73 feet to a 1/2" rebar with Chaparral cap set;
3. With a curve to the left, having a radius of 1030.00 feet, a delta angle of 02°59'42", an arc length of 53.84 feet, and a chord which bears South 88°19'04" West, a distance of 53.84 feet to a 1/2" rebar with Chaparral cap set;
4. With a curve to the right, having a radius of 25.00 feet, a delta angle of 91°03'12", an arc length of 39.73 feet, and a chord which bears North 47°39'11" West, a distance of 35.68 feet to a 1/2" rebar with Chaparral cap set;
5. North 02°07'34" West, a distance of 254.30 feet to a 1/2" rebar with Chaparral cap set;
6. North 87°52'26" East, a distance of 25.11 feet to a 1/2" rebar with Chaparral cap set;
7. North 02°07'34" West, a distance of 330.24 feet to a 1/2" rebar with Chaparral cap set;
8. North 87°52'26" East, a distance of 119.99 feet to a 1/2" rebar with Chaparral cap set in the east line of Tract 1, being also the west line of a 1.00 acre tract described in Volume 1924, Page 385 of the Deed Records of Hays County, Texas, and being the northwest corner of the Turner Tract as shown on the plat of said P.L. Turner Subdivision, from which a 3/4" rebar found for an angle point in the east line of Tract 1, being also the northwest corner of a 1.00 acre tract, bears North 02°05'28" West, a distance of 86.45 feet;

THENCE South 02°05'28" East, with the east line of Tract 1, being also the west line of the 1.00 acre tract, the Turner Tract, a 1.00 acre tract described in Volume 275, Page 499 of the Deed Records of Hays County, Texas, and the west line of Tract 4 of said P.L. Turner Subdivision, a distance of 329.42 feet to a fence corner at a 13" live oak for the southwest corner of the 1.00 acre tract, being also the southwest corner of Tract 4, and being in the north line of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas;

THENCE South 85°58'06" West, with the north line of the 0.938 acre tract, crossing Tract 1, a distance of 24.91 feet to a 1/2" rebar found for the northwest corner of the 0.938 acre tract;

THENCE South 02°07'34" East, with the west line of the 0.938 acre tract, continuing across Tract 1, a distance of 185.05 feet to the **POINT OF BEGINNING**, containing 1.676 acres of land, more or less.



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☉ Dripping Springs, TX

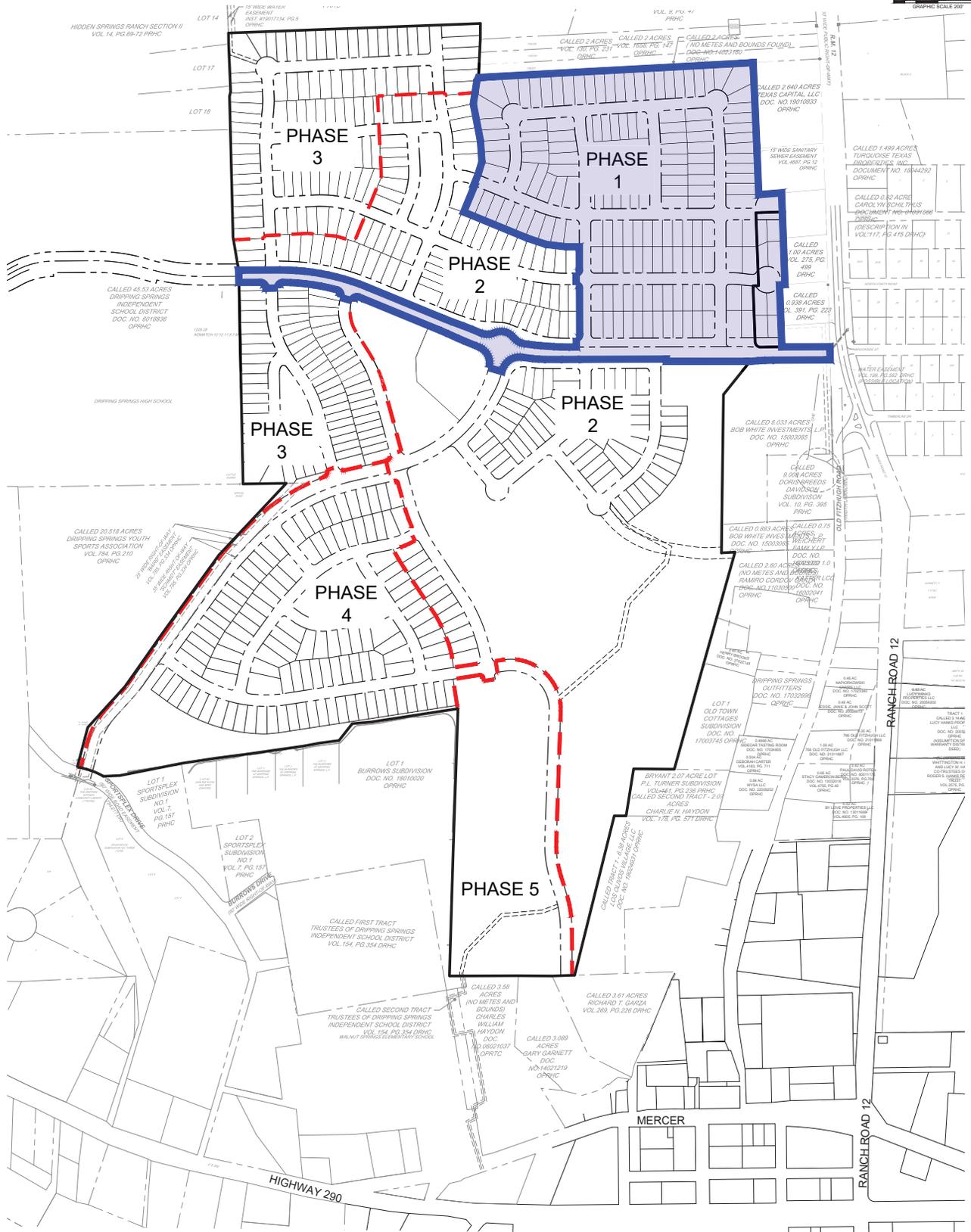


18 April 2016

EXHIBIT B-1

Phasing Map

EXHIBIT B-2
Improvement Area #1



Printed By: Grandview, Alex Date: December 05, 2022 12:57:08pm File Path: \\NAS_C:\M\08778317-1\Heritage-1\Hornes\PRELIMINARY\City\Subarea\Work\Area#1\20221205 - PID EXHIBITS-CI-01-2.dwg
 This document, together with the complete set of drawings presented herein, is an instrument of service, is intended only for the specific purpose and client for which it was prepared. Review of said drawings and/or plans on this instrument without written authorization and adoption by the appropriate authority is prohibited. The City of Dripping Springs, Texas, shall be without liability to the extent of any error or omission.

EXHIBIT B-2 Heritage PID Improvement Area #1 Map

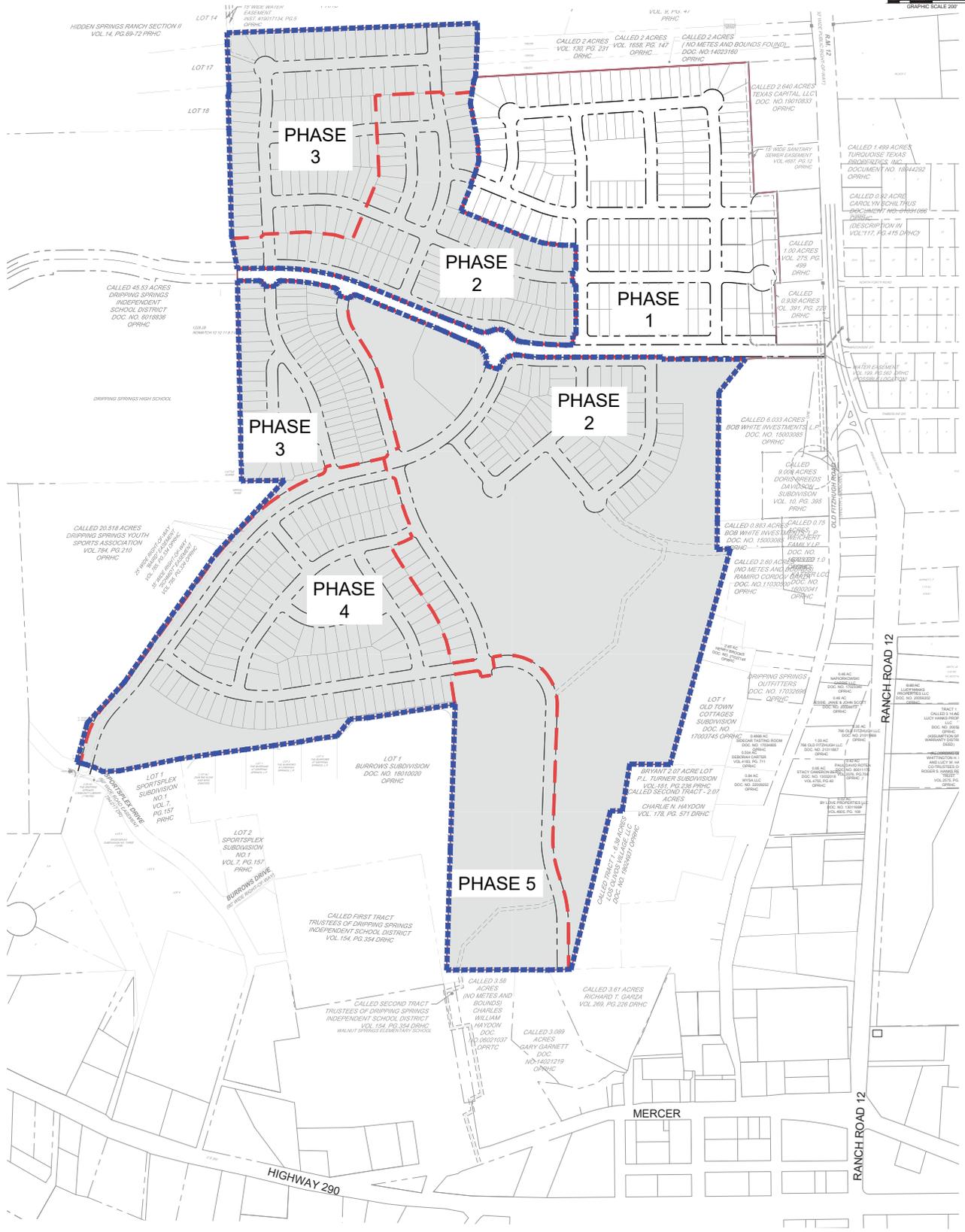
City of Dripping Springs

Document No. BOB12202022
December 2022

	IMPROVEMENT AREA #1		PROPERTY BOUNDARY
			PHASE LINE

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY. TO DETERMINE EXISTING CONDITIONS CONTACT WITH THE CITY OFFICE.

EXHIBIT B-3
Future Improvements



Plotted By: Gensico, Alex Date: December 07, 2022 05:03:52pm File Path: \\MAIL-CM\08778317-Header-M\Homes\PRELIM\Map\Callouts\Map\Callouts\00221207 - Future Improvement Area Map.dwg
 This document, together with the complete set of design presented herein, is an instrument of service, as defined in the Uniformed Services Joint Factories Act, and shall be subject to interpretation and administration by the Attorney General and Associates, Inc.

EXHIBIT B-3 Heritage PID Future Improvement Area Map

City of Dripping Springs
 Document No. BOB12202022
 December 2022

	FUTURE IMPROVEMENT AREA		PROPERTY BOUNDARY
	PHASE LINE		

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY. TOPOGRAPHY, UTILITIES, EXISTING AND PROPOSED CONSTRUCTION SHALL BE VERIFIED BY THE CITY ENGINEER.

EXHIBIT C
Private Improvements

PRIVATE IMPROVEMENTS

The Private Improvements for Heritage will consist of the following major components:

1. Project Entryways – including signage, lighting, landscaping and hardscaping consistent with the design criteria set forth in the PDD5 Ordinance for Heritage. Project entryways are anticipated to be located at the Brookside Drive entry at Ranch Road 12 and at the Baird Lane entry at Sportsplex Drive.
2. Open Space Areas – including the stream buffer areas, ponds and other open space areas as shown on Exhibit “C” of the PDD5 Ordinance.
3. Park Areas – including the neighborhood pocket park areas as shown on Exhibit “C” of the PDD5 Ordinance.
4. Amenity Center – as generally depicted on Exhibit “C” of the PDD5 Ordinance.

Notes:

- A. The Private Improvements are intended to be owned and maintained by the Heritage Homeowner Association.
- B. Project Entryways, Open Space Areas and Park Areas will be available for access by the general public.

EXHIBIT D

Intentionally Omitted

EXHIBIT E
Intentionally Omitted

EXHIBIT F

Improvement Area #1 Authorized Improvements

DRAFT

M/I Homes
Heritage PID
Authorized Improvements
October 27, 2022

Internal Improvements [a]

- Roadway
- Drainage
- Wastewater
- Grading
- Erosion Control
- Miscellaneous [b]
- Mobilization
- Landscaping
- Contingency (10%)
- Soft Costs (12%)

Major Improvements [a]

- Roadway
- Drainage
- Wastewater
- Grading
- Erosion Control
- Trails
- Miscellaneous [b]
- Mobilization
- Landscaping
- Contingency (10%)
- Soft Costs (12%)

Footnotes:

[a] Costs per Kimley Horn's Preliminary OPC dated April 14, 2022.
 [b] Includes street lights, crosswalks, traffic signs, and retaining walls.

EXHIBIT G

**Authorized Improvements for which Acceptance by City
Prior to Bond Issuance Request Not Required**

Authorized Improvements for which Acceptance by City Prior to Improvement Area #1 Bond
Issuance Request Not Required

- Improvements to Roger Hanks Parkway requiring the City to acquire a necessary right of way
- Signalization at Brookside Drive and Ranch Road 12
- Effluent line needed to provide wastewater to Phase 2

SCHEDULE I
Form of Certification for Payment

FORM OF CERTIFICATION FOR PAYMENT

_____ (“Construction Manager”) hereby requests payment from the [_____ of the Project Fund][PID Reimbursement Fund] from the City of Dripping Springs, Texas (the “City”) in the amount of \$_____ for the Costs of the work described in Attachment A attached hereto (the “Draw Actual Costs”). Capitalized undefined terms shall have the meanings ascribed thereto in the Amended and Restated Heritage Public Improvement District Financing and Reimbursement Agreement (as may be amended from time to time, the “Finance Agreement”). In connection with this Certification for Payment, the undersigned, in his or her capacity as the _____ of Construction Manager, to his or her knowledge, hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized representative of Construction Manager, qualified to execute this Certification for Payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.

2. The true and correct Draw Actual Costs for which payment is requested is set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted Certification for Payment or, if previously requested, no disbursement was made with respect thereto.

3. The amounts listed for Costs of the Improvement Area #[_] Authorized Improvements, as set forth in Attachment A, is a true and accurate representation of the Costs associated with the acquisition, design or construction of said Improvement Area #[_] Authorized Improvements, and such costs (i) are in compliance with the Finance Agreement and (ii) are consistent with the Assessment Plan.

4. Following is an itemized list of all disbursements from (i) the [_____ Account] of the Project Fund and (ii) the PID Reimbursement Fund.

<u>Account</u>	<u>Deposits</u>	<u>Disbursements</u>
[_____ Account] of the Project Fund	\$	\$ Certification for Payment Form No.
	\$	_____ \$ Certification for Payment Form No.
Total	\$	_____ \$
PID Reimbursement Fund	\$	\$ Certification for Payment Form No.
	\$	_____ \$ Certification for Payment Form No.
Total	\$	_____ \$

5. Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work on a Segment described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.

6. Attached hereto as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the City to verify the Draw Actual Costs of each Segment for which payment is requested.

7. The Construction Manager is in compliance with the terms and provisions of the Finance Agreement, the Assessment Plan and any continuing disclosure agreement entered into by the Owner with respect to Improvement Area #[], as applicable.

8. The Construction Manager has timely paid all ad valorem taxes and annual installments of Improvement Area #[] Special Assessments it owes or an entity under common control with the Construction Manager owes, located in the District and has no outstanding delinquencies for such taxes and assessments.

9. All conditions set forth in the Indenture for the payment hereby requested have been satisfied, as applicable.

10. The work with respect to the Improvement Area #[] Authorized Improvements referenced below (or its Segment) has been completed, and the City has inspected and accepted such Improvement Area #[] Authorized Improvements (or its completed Segment).

11. The Construction Manager agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

13. Also attached hereto as Attachment D are any lender consents or approvals that the Construction Manager may be required to obtain under any loan documents relating to the District.

14. Pursuant to the Finance Agreement, after receiving this Certification for Payment, the City has inspected and accepted the completed Improvement Area #[] Authorized Improvements and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

[Signature Page Follows]

SIGNATURE PAGE TO
CERTIFICATION FOR PAYMENT

I hereby declare that the above representations and warranties are true and correct.

Date : _____

[Construction Manager Signature Block to
Be inserted]

CERTIFICATION OF THE PAYMENT
Signature Page

JOINDER OF PROJECT ENGINEER

The undersigned Project Engineer joins this Certification for Payment solely for the purposes of certifying that the representations made by Construction Manager in Paragraph 2 above are true and correct in all material respects.

Project Engineer

JOINDER OF PROJECT ENGINEER

APPROVAL BY THE CITY

The Draw Actual Costs of each Segment described in Attachment A has been reviewed, verified and approved by the City Construction Representative of the City. Payment of the Draw Actual Costs of each such Segment is hereby approved.

Date: _____

CITY OF DRIPPING SPRINGS, TEXAS

By: _____

APPROVAL BY THE CITY

ATTACHMENT A TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

<u>Segment</u>	<u>Description of Work Completed under this Certification for Payment</u>	<u>Draw Actual Costs</u>
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ATTACHMENT A TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

ATTACHMENT B TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[bills paid affidavit – attached]

ATTACHMENT B TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

ATTACHMENT D TO CERTIFICATION FOR PAYMENT

[lender consents or approvals - attached]

SCHEDULE II
Reimbursement Balances

1. Reimbursement Balance – Improvement Area #1

- Original Principal Amount: \$[_____]
- Interest Rate: Interest Rate on any unpaid portion of the Reimbursement Balance – Improvement Area #1 Authorized Improvements shall be the lesser of: (1) the interest rates on the City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 20[___] (Heritage Public Improvement District Improvement Area #1 Project), or (2) [_____] % based on the Bond Index Rate of [_____] % as the highest average index rate reported for the *Bond Buyer's Index of 25 Revenue Bonds*, a weekly bond index approved by the City Council of the City, in the month before the date of approval of the Assessment Ordinance levying the Special Assessments on Improvement Area #1.
- Date of Assessment Ordinance Approval: Ordinance No. [_____] approved on [_____] , 20[___] and recorded in the real property records of Hays County, Texas on _____, 20[___], as Document No. _____
- Payment Source: Solely from Special Assessments levied on Improvement Area #1 and/or net bond proceeds of the City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 20[___] (Heritage Public Improvement District Improvement Area #1 Project).

2. Reimbursement Balance – Improvement Area #[]

- a. Original Principal Amount: \$[_____]
- b. Interest Rate: Interest Rate on any unpaid portion of the Reimbursement Balance – Improvement Area #[_] Authorized Improvements shall be the lesser of: (1) the interest rates on the City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 20[___] (Heritage Public Improvement District Improvement Area #[_] Project), or (2) [_____] % based on the Bond Index Rate of [_____] % as the highest average index rate reported for the *Bond Buyer's Index of 25 Revenue Bonds*, a weekly bond index approved by the City Council of the City, in the month before the date of approval of the Assessment Ordinance levying the Special Assessments on Improvement Area #[_].
- c. Date of Assessment Ordinance Approval: Ordinance No. [_____] approved on [_____] , 20[___] and recorded in the real property records of Hays County, Texas on _____, 20[___], as Document No. _____

- d. Payment Source: Solely from Special Assessments levied on Improvement Area #[] and/or net bond proceeds of the City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 20[] (Heritage Public Improvement District Improvement Area #[] Project).

3. Reimbursement Balance – Improvement Area #[]

- a. Original Principal Amount: \$[]
- b. Interest Rate: Interest Rate on any unpaid portion of the Reimbursement Balance – Improvement Area #[] Authorized Improvements shall be the lesser of: (1) the interest rates on the City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 20[] (Heritage Public Improvement District Improvement Area #[] Project), or (2) []% based on the Bond Index Rate of []% as the highest average index rate reported for the *Bond Buyer's Index of 25 Revenue Bonds*, a weekly bond index approved by the City Council of the City, in the month before the date of approval of the Assessment Ordinance levying the Special Assessments on Improvement Area #[].
- c. Date of Assessment Ordinance Approval: Ordinance No. [] approved on [], 20[] and recorded in the real property records of Hays County, Texas on _____, 20[], as Document No. _____
- d. Payment Source: Solely from Special Assessments levied on Improvement Area #[] and/or net bond proceeds of the City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 20[] (Heritage Public Improvement District Improvement Area #[] Project).

4. Reimbursement Balance – Improvement Area #[]

- a. Original Principal Amount: \$[]
- b. Interest Rate: Interest Rate on any unpaid portion of the Reimbursement Balance – Improvement Area #[] Authorized Improvements shall be the lesser of: (1) the interest rates on the City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 20[] (Heritage Public Improvement District Improvement Area #[] Project), or (2) []% based on the Bond Index Rate of []% as the highest average index rate reported for the *Bond Buyer's Index of 25 Revenue Bonds*, a weekly bond index approved by the City Council of the City, in the month before the date of approval of the Assessment Ordinance levying the Special Assessments on Improvement Area #[].
- c. Date of Assessment Ordinance Approval: Ordinance No. [] approved on [], 20[] and recorded in the real property records of

Hays County, Texas on _____, 20[], as Document No. _____

- d. Payment Source: Solely from Special Assessments levied on Improvement Area #[] and/or net bond proceeds of the City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 20[] (Heritage Public Improvement District Improvement Area #[] Project).

SCHEDULE III
Form of Closing Disbursement Request

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for [OWNER], a [state] [entity] [(the “Owner”) and requests payment to the Owner (or to the person designated by the Owner) from the [applicable account][Costs of Issuance Account] of the Project Fund from _____ (the “Trustee”) in the amount of _____ (\$ _____) to be transferred from the [applicable account][Costs of Issuance Account] of the Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of the Heritage Public Improvement District (the “District”), and/or costs associated with the issuance of PID Bonds as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Heritage Public Improvement District Financing and Reimbursement Agreement between the Owner and the City (the “Financing and Reimbursement Agreement”).

In connection with the above referenced payment, the Owner represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Owner, is qualified to execute this Closing Disbursement Request on behalf of the Owner, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced establishment, administration, and operation of the District and/or costs of issuance of the PID Bonds at the time of the delivery of the PID Bonds have not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below costs is a true and accurate representation of the Costs associated with the establishment, administration and operation of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Assessment Plan.
4. The Owner is in compliance with the terms and provisions of the Financing and Reimbursement Agreement, the Assessment Plan, and the [Developer Continuing Disclosure Agreement] and Indenture.
5. All conditions set forth in the Indenture and the Financing and Reimbursement Agreement for the payment hereby requested have been satisfied.
6. The Owner agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

[Information regarding Payee, amount, and deposit instructions attached]

I hereby declare that the above representations and warranties are true and correct.

[OWNER],
a Texas _____

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate (defined in the Indenture) submitted to the Trustee directing payments to be made from the [applicable account][Costs of Issuance Account] of the Project Fund under the Indenture upon delivery of the PID Bonds.

CITY OF DRIPPING SPRINGS, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-965477

Date Filed:
12/16/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

BobWhite Investments, LP
Dripping Springs, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Dripping Springs

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

BOB12202022
AMENDED AND RESTATED HERITAGE PUBLIC IMPROVEMENT DISTRICT FINANCING AND REIMBURSEMENT AGREEMENT

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	BREED DAVIDSON HOLDINGS, LP	DRIPPING SPRINGS, TX United States	X	
	ATWOOD, MISSY	DRIPPING SPRINGS, TX United States	X	
	KROLL, JOHN D.	DRIPPING SPRINGS, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Missy Atwood, and my date of birth is 9-1-66

My address is 301 Country Ln. Dripping Springs, TX 78670

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Texas County, State of Texas, on the 20th day of December, 2022

Missy Atwood
Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1

Item # 10.

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-965477

Date Filed:
12/16/2022

Date Acknowledged:
01/03/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
BobWhite Investments, LP
Dripping Springs, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Dripping Springs

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
BOB12202022
AMENDED AND RESTATED HERITAGE PUBLIC IMPROVEMENT DISTRICT FINANCING AND REIMBURSEMENT AGREEMENT

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	BREED DAVIDSON HOLDINGS, LP	DRIPPING SPRINGS, TX United States	X	
	ATWOOD, MISSY	DRIPPING SPRINGS, TX United States	X	
	KROLL, JOHN D.	DRIPPING SPRINGS, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

**PLANNED DEVELOPMENT DISTRICT NO. 5:
HERITAGE SUBDIVISION**

Planned Development District Ordinance No. 1220.124

Recommended for Approval by the Planning & Zoning Commission on:

September 26, 2017

Approved by the City Council on:

October 10, 2017

City of Dripping Springs

Ordinance No. 1220.124

Planned Development District No. 5 – Heritage Subdivision

THIS PLANNED DEVELOPMENT DISTRICT ORDINANCE (THIS “ORDINANCE”) IS ENACTED PURSUANT TO THE CITY OF DRIPPING SPRINGS ZONING ORDINANCE TITLE 2, CHAPTER 30, ARTICLE 30.3 AND PLANNED DEVELOPMENT DISTRICTS ORDINANCE, TITLE 2, ARTICLE 15, CHAPTER 22, PERTAINING TO THE “PROPERTY” DEFINED BELOW.

- WHEREAS**, the Owner is the owner of certain real property consisting of approximately 189 acres located within the City limits of Dripping Springs, in Hays County, Texas, commonly known as “Heritage Subdivision” and as more particularly identified and described in **Exhibit A-1** (the “Property”). On the Effective Date, the portion of the Property identified in **Exhibit A-2** attached hereto and described as “Tracts 1-4” on **Exhibit A-1** is owned by SLF IV – Dripping Springs JV, L.P. and the portion of the Property identified on **Exhibit A-3** attached hereto and described as “Tract 5: on **Exhibit A-1** is owned by BobWhite Investments, L.P.; and
- WHEREAS**, the Owner owns the Property and intends that the Property will be subdivided by Owner, its affiliates or their successors and assigns for development in general accordance with the PD Master Plan shown as **Exhibit B**; and
- WHEREAS**, numerous recommendations of the City’s Sustainable Places Project have been implemented into the Project, which include a community that provides recreational amenities, a walkable neighborhood with a mix of housing types with natural areas and greenspaces, preservation of the natural environment and provides for a network of local roadways and trail system that connects destinations without traveling on the highway; and
- WHEREAS**, the Owner has submitted an application to the City to rezone the Property to Planned Development District (“PDD”), designating it “PDD-5”; and
- WHEREAS**, pursuant to the City’s Planned Development Districts Ordinance, Title 2, Article 30.03, Chapter 30 of the City’s Code of Ordinances (the “PDD Ordinance”), the Owner has submitted a PD District Master Plan, which is attached to this Ordinance as **Exhibit B**; and
- WHEREAS**, this Ordinance, PD District Master Plan, and the Heritage Annexation and Development Agreement that will be applicable to the Property, will control development of the Property; and

WHEREAS, the City Council has reviewed this proposed Ordinance, PD District Master Plan, and the Heritage Annexation and Development Agreement and determined that it promotes the health, safety, and general welfare of the citizens of Dripping Springs, and complies with the intent of the City of Dripping Springs Comprehensive Plan-2016; and

WHEREAS, the City Council is authorized to adopt this Ordinance in accordance with Texas Local Government Code Chapter 211 and Chapter 51.014; and

WHEREAS, the Ordinance has been subject to public notices and public hearings and has been reviewed and recommended for approval by the City's Planning and Zoning Commission.

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

1. FINDINGS OF FACT

The City Council finds that the facts and matters in the foregoing recitals are true and correct; and, are hereby incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

- A. **Ordinance.** This Ordinance is hereby established so to read in accordance with *Attachment "A,"* which is attached hereto and incorporated into PDD-5 Ordinance No. 1220.124 for all intents and purposes.
- B. **Zoning Map.** The official zoning map of the City is hereby amended to reflect the zoning designations established in *Attachment "A "*.
- C. **Development Plan.** This Ordinance, together with *Attachment "A"* and the exhibits thereto and the Heritage Annexation and Development Agreement ("Annexation and Development Agreement"), constitutes the development plan for the Property covered by this Ordinance. All land use and development of the Property must conform to the limitations and conditions set forth in the Code, this Ordinance, and Attachment A and the exhibits thereto and the Annexation and Development Agreement. Enactment of this Ordinance shall constitute City Council's approval of the development plan.
- D. **PD District Master Plan.** The PD District Master Plan attached to *Attachment "A"* as **Exhibit B** is hereby approved. Permits for the Project will be issued by the City upon application and approval for construction activities in conformance with this Ordinance, the Code, the Annexation and Development Agreement and in conformance with the PD Master Plan.
- E. **Development Standards.** The approval of this Ordinance and the attached *Attachment "A"* and **Exhibits A-K** and the Annexation and Development Agreement constitutes the approval of development standards and the approval of variances, exceptions, and alternative standards from conflicting provisions of the Code.
- F. **Resolution of Conflicts.** The documents governing the PDD should be read in harmony to the extent possible. If a conflict arises between the charts included in the exhibits and the illustrations

contained in the exhibits, the charts shall control. If a conflict arises between the terms of this Ordinance and the exhibits, the terms of this Ordinance shall control.

G. Attachments and Exhibits. The following Attachment and Exhibits thereto are incorporated into this Ordinance in their entirety, as though set forth fully in the text of this Ordinance:

- Attachment "A" – Planned Development District No. 5 and Zoning Map
 - Exhibit A-1 Property Legal Description
 - Exhibit A-2 Property Owned by SLF IV-Dripping Springs JV, L.P.
 - Exhibit A-3 Property Owned by Bpb White Investments, LP
 - Exhibit B PD District Master Plan (also known as Conceptual Plan)
 - Exhibit C PD District Open Space Plan
 - Exhibit D PD District Uses Chart
 - Exhibit E PD District Development Standards
 - Exhibit F PD District Street Standards
 - Exhibit G PD District Code Modifications Chart
 - Exhibit H PD District Signage
 - Exhibit I Water Quality Buffer Zones
 - Exhibit J PD District Phasing Plan
 - Exhibit K Location of Temporary On-Site Wastewater Treatment Plant on Parcel F

3. REPEALER

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

4. SEVERABILITY

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

5. PENALTY

Any person, firm, association or person, company, corporations or their agenda or employees violating or failing to comply with any of the provisions of this Ordinance may be subject to a fine pursuant to Section 54.001 of the Texas Local Government Code, upon conviction of not more than Two Thousand Dollars (\$2,000.00). The foregoing fine may be cumulative of other remedies provided by State law, and the power on injunction as provided by V.T.C.A. Local Government Code Section 54.012 and as may be amended, may be exercised in enforcing this Ordinance whether or not there has been a complaint filed.

6. CODIFICATION

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

7. PROPER NOTICE & MEETING

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

8. EFFECTIVE DATE

This Ordinance shall be effective immediately upon approval by the City Council and publication as required by law.

PASSED AND APPROVED, this the 10th day of October 2017, by a vote of 4 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:



Todd Purcell, Mayor

ATTEST:



Andrea Cunningham, City Secretary



Attachment “A”

City of Dripping Springs

CODE OF ORDINANCES

ARTICLE 30.03: PLANNED DEVELOPMENT DISTRICTS PLANNED DEVELOPMENT DISTRICT NO. 5:

ARTICLE I. ENACTMENT PROVISIONS

1.1. Popular Name.

This Chapter shall be commonly cited as the “PDD-5 Ordinance”, also referred to as “this Ordinance” herein.

1.2. Purpose.

The enactment of this Ordinance memorializes the City Council’s legislative approval of the Planned Development District Ordinance. This Ordinance also creates the zoning classification “Planned Development District No. 5 (PDD-5).”

1.3. Scope.

This Ordinance applies to the Property as described in **Exhibit A-1** of this Ordinance.

ARTICLE II. GENERAL PROVISIONS

21. Purpose. The purpose of this Ordinance is to provide a master plan and development standards that allows for a walkable neighborhood with a mix of housing types under Article 30, Exhibit A Zoning Ordinance, Section 3.7 of the Code and allows for the adjustment of changing community demands by meeting one or more of the following criteria, namely that it:

- (a) provides for subdivision design that meets or exceeds City standards;
- (b) provides for increased recreation and parkland opportunities for public use;
- (c) provides amenities or features that would be of special benefit to the property users or community;
- (d) protects and preserves natural amenities and environmental assets such as floodplain and

- trees; and
- (e) provides for a balance between the intensity of development and the ability to provide supporting public facilities and services.
- 22 PD Development Standards Approved.** The development standards set out in Article III of this Ordinance and **Exhibits A–K** attached to this Ordinance are hereby approved. All uses and development within the Property shall conform to the PD Master Plan.
- 23 Changes.** In order to provide flexibility with respect to certain details of the development of the Project, Owner may seek changes in the location and configuration of the use classifications shown on the PD District Master Plan, including changes within the proposed residential or parkland areas shown on the PD District Master Plan. Subject to the terms below, such changes may require an administrative amendment.
- 231 Minor Changes.** Minor Changes (hereinafter defined) may be made to this Ordinance, including the PD District Master Plan, by application by Owner and administrative approval by the City’s Administrator (the “Administrator”) without consent or action of the City Council or Planning & Zoning Commission, as allowed by law. Such Minor Changes shall include any changes that do not meet the definition of “Major Change,” for example, but not limited to, minor adjustments to the street and drive alignments, minor changes to any matters depicted on exhibits hereto that are intended to be substantially accurate, but approximate according to the terms hereof, and other adjustments that do not result in overall increases to traffic, density, or impervious cover as set forth in the PD District Master Plan and which do not require a Major Change of this Ordinance (“Minor Change”). The Owner may change development parcel lines and interior streets upon receipt of written administrative approval from the City Administrator or City Engineer. Any dispute between the Owner and City Administrator or City Engineer regarding whether or not a change is a “Minor Change” shall be referred to the Planning & Zoning Commission for recommendation and the City Council for final approval.
- 232 Major Changes.** Major Changes shall only be (i) those that increase the overall number of Dwelling Units specified in Section 3.8 below, (ii) a change to the PD District Master Plan that converts the land uses permitted on a given development parcel to a land use that is not permitted on a development parcel pursuant to Table 2 of the PD District Master Plan; or (iii) increase the impervious cover of the Project, as specified in Section 3.7 below. Major Changes to this Ordinance or the PD District Master Plan shall require a zoning amendment with recommendation by the Planning and Zoning Commission and final approval by the City Council.
- 24 PD District Master Plan.** The PD District Master Plan attached hereto as **Exhibit B** shows the boundary of the Property, location of water quality pond(s), a future extension of a roadway from RR 12 that connects to Sportsplex Drive and provides direct connectivity to the north of Dripping Springs High School, notable drainage areas, curb cuts from the Property to RR12 with potential future roadway connections and trail connections, and differentiation of areas of different housing types. The PD District Master Plan, along with the other exhibits attached

hereto, also provide private parkland areas, building setbacks, and other pertinent development features.

- 25 Definitions.** Words and terms used herein shall have their usual meaning except as they may be specifically defined herein, or, if capitalized and not defined herein, as defined in the Code (hereinafter defined):

Amenity Center: Amenity Center shall mean the common area facilities on Development Parcel G in the area depicted on **Exhibit B** constituting the main gathering facilities within the Project where residents may gather to recreate.

Amenity Center Uses: Pools, parks and other recreational type uses (other than the main gathering facilities for the Project) where residents may gather to recreate.

Annexation and Development Agreement: That certain Annexation and Development Agreement adopted on the same date by and between the City and Owner.

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

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

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

City Engineer: The engineer of the City of Dripping Springs, Texas.

Code: The City's Code of Ordinances, including, without limitation, the PDD-5 Ordinance, the Zoning Ordinance, and the Water Quality Protection Ordinance as such Code exists on the Effective Date of this Ordinance.

Detention Pond: The detention pond, water quality pond, and amenity feature depicted on **Exhibit B** attached hereto.

Dwelling Unit: Real property improved with a house, apartment, condominium, or similar improvement that provides basic living accommodations including sleeping space, bathroom and cooking facilities.

Effective Date: The Effective Date of this Ordinance shall be the date of approval by the City Council and publication as required by law.

FEMA: The Federal Emergency Management Agency or its successor agency.

Impervious Cover: Buildings, parking areas, roads, and other impermeable man- made improvements covering the natural land surface that prevent infiltration. For purposes of compliance with this document, the term expressly excludes storage tanks for rainwater

collection systems, the structure covering specifically the rainwater collection tanks, decomposed granite surfaces, permeable concrete, or any other permeable surface.

Impervious Cover Percentage: The percentage calculated by dividing the total acres of impervious cover on the Property by the total number of gross acres included in the Property. Whether or not outdoor decks are included in the calculation of impervious cover shall be determined by the City Administrator based on the deck design and materials. In the calculation of impervious cover, the following shall be characterized as pervious for all purposes: parkland, greenbelt, mitigation land, park, irrigation field, flood plain, unlined water quality and/or drainage facility and/or area, unlined detention facility, effluent holding pond, swale, irrigation area, playground, athletic fields, trails and sidewalks constructed of pervious materials determined by the City Engineer, and recreational facilities.

Landscaping Ordinance: Article 28.06, Landscaping and Tree Preservation, of Chapter 28, Subdivisions and Site Development of the City of Dripping Springs City Code, in effect on the date, hereof, as modified by Exhibit G (PD District Code Modifications Chart).

Offsite Road and Trail Agreement: That certain Offsite Road and Trail Agreement executed on the same date as the adoption of PDD 5.

Owner: SLF IV-Dripping Springs JV, L.P., a Texas limited partnership and BobWhite Investments, LP, a Texas limited partnership, and their successors and assigns as subsequent owners of any portion of the Property.

Project: A land use and development endeavor proposed to be performed on the Property, as provided by this Ordinance and generally depicted on Exhibit B.

Property: As described in the Recitals.

Property Owner Association: A community group that is organized with respect to the Property in which individual owners of lots share common interests and responsibilities for costs and upkeep of common space or facilities. The group may take the form of a Property Owners Association or Home Owners Association.

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

TCSS Manual: The City of Dripping Springs Technical Construction Standards and Specifications Manual.

TIA: Traffic Impact Analysis, as specified in Chapter 28, Article 28.02: Exhibit A-Subdivision Ordinance, Section 11.11 of the Dripping Springs Code of Ordinances.

TxDOT: The Texas Department of Transportation or its successor agency.

**ARTICLE III.
PD DISTRICT ASTER PLAN**

3.1. General Site Regulations and PD District Development Standards. Except as otherwise provided in this Ordinance, and on **Exhibits A through K** attached hereto, the Property shall be governed by the site regulations and development standards contained in the Code.

3.2. Permitted Uses.

3.2.1. Allowed Uses: The uses set forth in the PD District Uses Chart on **Exhibit D** are hereby permitted by right within the Project; provided, however, that **Exhibit B** contains a chart that limits the uses allowed on each development parcel. The “Village Condo” and “Courtyard Housing” uses listed on **Exhibit D** shall be defined as follows:

Village Condominiums: Village condominium is a multiple-unit cluster of residential housing (detached or attached housing), of which the residential units are individually owned, each owner receiving a recordable deed to the individual unit purchased, including the right to sell, mortgage, etc., that unit and the common grounds, passageways, etc. are held in joint ownership.

Courtyard Housing: Courtyard housing is a single family detached housing type centered on a shared outdoor open space court and surrounded by residential units typically accessed by common access drive from a public street.

3.2.2. Temporary On-Site Services: Temporary On-Site Services for wastewater are an authorized use within the Property in accordance with the Wastewater Service and Impact Fee Agreement approved contemporaneously with this Ordinance.

3.3 Parks, Trails and Open Space

3.3.1 Master Parks and Trails Plan. Parkland and open space and associated improvements shall meet or exceed the Code requirements and comply with Exhibit C attached hereto. A Master Parks and Trails Plan shall be submitted and approved prior to approval of the first preliminary plat for the Project.

3.3.2 Trail Connection. To the extent feasible, the Property Owners Association will cooperate with owners of property adjacent to common areas of the Project, to allow such adjacent property owners, at their sole cost and expense (for construction and maintenance) to connect to the trail system within the Project.

3.3.3 Trail and Parkland Maintenance. Maintenance of the Amenity Center, parkland and trails will be handled in accordance with **Exhibit C**.

334 Offsite Trails. The construction of offsite trails is addressed in the Offsite Road and Trail Agreement.

3.4 Access.

341 Traffic Study and Traffic Impact Analysis. Prior to the Effective Date of this Ordinance, Owner has provided to the City a capacity analysis study (the “Traffic Study”), which will be updated to constitute a Traffic Impact Analysis with the submittal of the first preliminary plat. The City will accept and approve the TIA when satisfactorily complete. If additional information is needed by the City to satisfactorily complete the TIA, then the Owner, at its cost, will perform the necessary work to assure satisfactory completion. The approved TIA will set forth transportation improvements and estimated costs to be satisfied by the Owner which develops each Development Parcel at the time set forth in the TIA or as otherwise required in the Offsite Road and Trail Agreement. If the Traffic Study or Traffic Impact Analysis recommend revisions to roadway alignments, intersections or other revisions that would require changes to the PD Master Plan, such changes shall be considered Minor Changes so long as the Impervious Cover Percentage set forth in Section 3.7 is not increased and the maximum density of the Property set forth in Section 3.8 is not increased.

342 Access/Roadway Standards: The roadway alignments shown on **Exhibit B** are approved by the City. All roadways and driveways not shown on **Exhibit B** shall be subject to the approval of the City Administrator, which approval shall not be unreasonably withheld. The Owner which constructs the Project entry road connection to RR 12 shall construct and fund acceleration lanes, deceleration lanes, and traffic control devices that may be required by TxDOT at the Project entry road connection to RR12.

343 Roadways.

(a) The roadways located adjacent to Development Parcels A, B, C, D, E, F and G (except the portions thereof described in Section 3.4.3(b)) shall, subject to final design, be constructed in the approximate locations depicted on **Exhibit B** as each of the applicable Development Parcels is developed.

(b) If requested by the City, the Owner will dedicate or provide for reservation on the final plat for Development Parcels A, B, C and F the right-of-way required for the “ROW Dedication and Potential Onsite Street Extension (Possible Location)” depicted on **Exhibit B** and **Exhibit F** and contained on such Parcel. The Owner shall post any required fiscal security for the ROW Dedication and Potential Onsite Street Extension (Possible Location) at the time of City acceptance of subdivision improvements, which include such area, that shall remain posted with the City for ten (10) years. If the road extensions are not constructed in these locations within ten (10) years from the date of posting thereof, then the City, upon Owner’s written request, will return the posted fiscal to the Owner within 30 days of the expiration of such ten (10) year period. The reservation of the right-of-way shall remain with the City. Fiscal requirements may be required in accordance with Section 3.4.3 (b).

344 Offsite Road and Trails: Notwithstanding anything to the contrary contained herein, additional requirements or obligations of the Owner for offsite roadways are addressed in the Offsite Road and Trail Agreement, as executed on the same date as the Annexation and Development Agreement.

3.5 Street Design.

All streets shall comply with (i) **Exhibit F** or (ii) the Subdivision and Development Ordinance Chapter 28 and the City's TCSS Manual for safety, design, and construction standards, except as modified in **Exhibit G**.

3.6 Water Quality. Owner shall implement and comply with the City's Water Quality Protection Ordinance, except as modified by **Exhibit G**.

361 Water Quality Buffer Zones. No improvements shall be permitted within water quality buffer zones other than those allowed in Code of Ordinances Sec.22.05.017 and as listed on **Exhibit G** and identified on **Exhibit I** attached hereto.

362 Initial Brush Removal. Owner may mechanically remove brush without material soil surface disruption prior to receiving approval of plats in order to determine the location of roads, lots, utilities and drainage areas with regard to preservation of environmental features. Except as provided for in Section 3.6.3 below, Owner shall utilize rubber-tired equipment for brush removal. Prior to the plat approval, Owner may remove any tree with a trunk having a diameter less than six (6) inches measured four (4) feet above the base (ground elevation) of the tree. Prior to plat approval, Owner will not materially alter the existing drainage patterns prior to receiving City approval for construction plans.

363 Use of Track Vehicles. The use of track vehicles is acceptable provided that a preconstruction conference is held on-site with the Owner (or Owner's representative), contractor, and the appropriate staff member. During the conference the Owner will provide the City with the following information:

- (a) the area to be cleared,
- (b) current aerial photograph that is an adequate substitute for a ground tree survey;
- (c) a rough tree exhibit or sketch of the trees to be removed (meaning that with due diligence they have attempted to determine that the trees to be removed are either trees to be saved, or are otherwise diseased, or trees that are okay to remove),
- (d) the area to be cleared having been marked on an exhibit or sketch with all Water Quality Buffer Zones (WQBZ) and other environmental features marked out for being avoided;
- (e) an erosion control plan must be submitted showing what will be in place to manage stormwater runoff, to include silt fencing, rock berms, etc.

364 WQBZ. Work within a WQBZ must be limited to rubber-tired vehicles or hand-clearing only taking care to stay out of the stream itself to the extent possible. A written plan for

work to be done within a WQBZ must be submitted to and approved by the City Engineer prior to any work, describing: (a) work methods, (b) proposed equipment, (c) scope of work, and (d) restoration plans for once work is done.

- 3.7 Impervious Cover.** The Property may be developed with an Impervious Cover Percentage that does not exceed cumulatively and in the aggregate sixty percent (60%) over the entire Property. For purposes of determining the maximum Impervious Cover for the Project, each Dwelling Unit will be deemed to contain the maximum impervious cover for the applicable type of unit as set forth in **Exhibit E** attached hereto.
- 3.8 Density of Development.** 700 Dwelling Units may be developed on the Property within the areas identified on the PD District Master Plan.
- 3.9 Property Owners Association.** The Property Owners Association's creation document, including covenants and deed restrictions, shall be recorded prior to or concurrently with the first final plat that contains Dwelling Units within the Property and shall contain any relevant items required to be covered by the Property Owners Association contained in this Ordinance.
- 3.10 Signage.** During the site plan or preliminary plat approval process, Owner shall be required to prepare and comply with a Master Sign Plan for the Property. The Master Sign Plan will be submitted for approval by the P&Z and the City Council and will address types, size, design, and placement for all signs for the Project in accordance with modifications on **Exhibit G** and signage depicted on **Exhibit H**. Any types of signs not addressed in the Master Sign Plan shall comply with the City's Sign Ordinance in effect on the date hereof, except as modified on **Exhibit G**, attached hereto. Signage depicted on **Exhibit H** attached hereto is approved by the City.
- 3.11 Outdoor Lighting.** All illumination for street lighting, signage, security, exterior, landscaping, and decorative facilities for the Project shall comply with Article 24.06 of the City's Code of Ordinances ("**Outdoor Lighting Ordinance**"), as may be amended, from time to time. To the extent any portion of the Annexation and Development Agreement conflicts or is inconsistent with the Outdoor Lighting Ordinance, the Outdoor Lighting Ordinance and amendments shall control. The Owner, homeowners, end users and/or a Property Owner Association will be required to operate and maintain the lighting within the Project according to the Outdoor Lighting Ordinance, as may be amended. Owner agrees that the CCRs for the Project shall reinforce this provision and be applied to all construction and builders.
- 3.12 Utilities.** All proposed utilities within the Property will be located underground (other than above-ground appurtenances to such underground utilities) provided, however, to the extent any above-ground utilities exist as of the date hereof, they can remain above-ground. The requirement that utilities be located underground does not apply to the Temporary On- Site Wastewater Facility described in Section 3.13.
- 3.13 Temporary On-Site Wastewater Facility.** Temporary On-Site Wastewater treatment plant facilities (not including drip disposal fields) will be surrounded by a fenced enclosure. Perimeter berm or landscaping shall be installed or planted within 30 feet from the perimeter fence (Vegetative Planting Zone), not including areas that may be covered with drive lanes, pedestrian

paths, parking lots, utility appurtenances or other locations that hamper routine access and operation of the facility. Prior to the issuance of the Certificate of Occupancy for the waste water treatment plant, a hedge-like screen of evergreen plant materials of a minimum of 2.0 feet in height when planted and capable of attaining a minimum height of five (5) feet at maturity and spaced no more than five (5) feet from each other will be planted within the Vegetative Planting Zone. All of the above requirements will be reviewed with the site plan review process.

Where temporary wastewater treatment plant facilities are located within 150 feet of residential structures, facilities will include odor control measures in conformance with TCEQ permitting requirements.

3.14 Water Wells. Water wells are permitted to be drilled on the Property. Existing and new wells may be utilized only for wet pond make-up water, effluent holding pond make-up water, all agricultural uses, community gardens, and irrigation of parkland and common open space, except during times of drought, as permitted by the Hays Trinity Groundwater Conservation District. The foregoing restriction on the drilling of water wells on the Property shall not apply to the Dripping Springs Water Supply Corporation or any other supplier of water service to the Project.

3.15 Architectural Standards.

3.151 Non-Residential Architectural Standards. All non-residential buildings shall comply with the City's Exterior Design and Architectural Standards Ordinance.

3.152 Residential Architectural Standards.

3.1521 Design guiding principles. Achieving quality architectural design for residential buildings within the Project is a principal goal of the architectural design standards herein. The Project intends to draw from the values and reflect the character of Dripping Springs to create a built environment that is stitched into the fabric of the greater Dripping Springs community.

Given the close proximity to historic Mercer Street, Old Fitzhugh, and downtown, the general architectural character of the Project will be responsive to the scale of the downtown's look and feel. The existing historic structures evident throughout Dripping Springs provide an inspiration of utilitarian and durable materials, built for the harsh Central Texas climate. Therefore, variations of a Texas Hill Country style shall be reflected through the use of vernacular forms, natural materials and textures, yet interpreted in a clean, crisp, contemporary manner.

These architectural standards are intended to assist design professionals and builders in the design and implementation of residential structures and associated site elements to establish and maintain a compatible character that reflects the natural and built environment of Dripping Springs.

3.1522 Exterior Surface Materials and Colors. All residential buildings within the

Project should be designed with an attention to detail, with careful attention to the combination of and interface between materials. All residential architecture should reflect quality and craftsmanship, both in design and construction. The use of unusual shapes, colors, and other characteristics that cause disharmony should be avoided.

Reflecting the character of Dripping Springs, exterior materials shall express the natural environment and range of natural materials found in Central Texas. The use of color shall generally be oriented to earth tones or natural colors found in the immediate surroundings such as tan, ochre, beige, deep olive and evergreens, warm grays, rust browns, and terra cotta. This natural color palette shall apply to new structures as well as additions and/or alterations to existing structures. Garish or fluorescent colors and primary color combinations, and/or unusual designs are discouraged. No bright or mirrored surfaces will be allowed.

31523 Front elevations. Residential building façades in the Project shall be constructed primarily of native stone masonry, and may also include accents and trim elements consisting of clay brick, natural stone and cast stone. E.I.F.S. is not permitted as a building façade material. Multiple-coat stucco finishes on masonry backup or a mechanically fastened system is acceptable. Durable materials such as terra cotta and metal fascia are encouraged for architectural detailing and accents where appropriate.

“Primary” building exterior materials must be used in their natural context and color. Native stone masonry and acceptable accent or trim materials, plus window & door openings and glazing units must combine to comprise at least 75% of front exterior surface area. Wood, fiber-cement siding, metal panels of an approved type, and stucco are examples of appropriate “Secondary” exterior materials.

Houses on corner lots may face either fronting street. The street façades shall be articulated with exterior siding materials continuing on both facades.

More articulated use of details and accent materials are encouraged at building entries. Solid wood planking, decorative cement-fiber panels and other durable materials may be used for accent features such as window and door trim, soffits and other features. A variety of textures and natural materials may be used to provide visual interest and richness, particularly at the pedestrian eye-level.

The design and location of building entrances should take into account pedestrian circulation and protection from the elements. Building entrances may be marked by porch elements, trellises, canopies, awnings or special roof treatments.

Concrete foundation walls on front facades shall generally not be exposed in excess of 12” and shall be faced or finished to blend with the general architectural design of the building.

31524 Roofs and overhead structures. On buildings with pitched roofs, the minimum main roof pitch is 5:12. Lower roof pitches are acceptable on porch elements,

awnings or architectural feature elements. Pitched roofs shall be clad in 30-year minimum composition shingles or low reflectivity coated metal roofing materials of an approved type.

The use of canopies, awnings, and trellises are permitted to provide both visual interest and protection from the harsh Central Texas climate. The materials and colors shall be consistent with the roof materials (composite shingles or metal) and generally complement and harmonize with the exterior design of the building.

3.1525 Porch elements. Where incorporated into a building façade, a porch shall provide coverage of 5-ft deep and 6-ft wide, minimum. Porch elements shall incorporate front façade materials such as native stone masonry or wood trim.

3.1526 Walls and fences. Walls and fences shall consist of wood, wrought iron, or native stone masonry walls and caps.

3.1527 Design Review and enforcement. A Master Homeowner Association shall be created and maintained for the Project, empowered to govern and establish design standards, review architectural and landscape designs and enforce regulations and design standards which shall be consistent with this Section, in perpetuity. Each new residential unit and commercial use in the Project will be subject to comprehensive design criteria that will be detailed in design guidelines as referenced in the Declaration of Covenants, Conditions, and Restrictions (CCRs) to be established by Owner and enforced by the Architectural Review Committee (ARC) which will be created pursuant to the CCRs. These regulations and guidelines will provide practical design direction which, when implemented, will create a special residential community environment that is consistent with these architectural standards.

3.1528 Compliance. A set of CCRs will be recorded concurrently with Final Plat(s). A note will be placed on the Final Plat(s) stating that all building lots associated with the plat are subject to the CCRs.

The City shall retain the right to review all building permits for compliance with the requirements of this Section. Upon review, City Staff shall retain the right to reject individual building permits deemed to be non-compliant with the provisions of this Section, or inconsistent with this Ordinance. The Applicant may appeal City Staff's determination(s) to the Board of Adjustments for a final decision(s). Buildings with issued permits shall be deemed acceptable and approved for the purposes of this Ordinance.

3.1529 Alternative Compliance. The CCRs shall provide for and enable changes over time in the architectural design standards without requiring the revision of PDD 5. This provision will allow for Alternative Design Standards with the following defined process and authority, which promotes continued design flexibility while adhering to architectural principles outlined herein.

Upon written request by the Owner to the City for approval of such an Alternative, the City Administrator may, in the exercise of the Administrator's discretion, administratively approve alternatives to the architectural design standards of this Section, as long as the Alternative meets or exceeds the design standards.

Significant or material modifications or deviations from the architectural design standards shall be reviewed by the Planning and Zoning Commission or Board of Adjustments, as applicable, to determine conformance with the intent of this Section and Ordinance.

In order to be approved administratively, the proposed alternatives must, on balance, substantially comply with the foregoing requirements of this Section and be designed to result in increased aesthetic appeal.

A copy or memorandum of any such alternatives, whether approved administratively or by the Planning and Zoning Commission or by the Board of Adjustments, shall be placed in the permanent record of the City.

- 3.16 **Phased Development.** The Project is intended to be developed in phases as shown on **Exhibit J**. Owner may change the phasing of development from time to time in response to market conditions or other factors. Phases may be developed concurrently.

ARTICLE IV. MISCELLANEOUS PROVISIONS

- 4.1 **Conflicts.** If a conflict arises between the charts included in the exhibits and the illustrations contained in the exhibits, the charts shall control. If a conflict arises between the terms of this Ordinance and the exhibits, the terms of this Ordinance shall control.
- 4.2 **Annexation and Development Agreement.** The terms and provisions of this Ordinance are also subject to the terms of the Annexation and Development Agreement between Owner and the City executed as of the date of this Ordinance.

EXHIBIT A-1
"Property"

TRACT 1:

A DESCRIPTION OF 34.247 ACRES IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 34.29 ACRE TRACT CONVEYED TO JOHN MARCUS BAIRD BY DEED DATED JANUARY 13, 1993 AND RECORDED IN VOLUME 971, PAGE 116 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 34.247 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the southeast corner of the said 34.29 acre tract, being also the northeast corner of a 10.11 acre tract described in Volume 3444, Page 347 of the Official Public Records of Hays County, Texas, and being in the west line of Tract 1 of the P.L. Turner Subdivision, a subdivision of Record in Volume 133, Page 444 of the Deed Records of Hays County, Texas:

THENCE with the south line of the 34.29 acre tract, being also the north line of the 10.11 acre tract, the following four (4) courses and distances:

1. South 81°14'08" West, a distance of 397.32 feet to a 1/2" rebar with Chaparral cap set;
2. South 84°24'01" West, a distance of 7.97 feet to a 1/2" rebar found;
3. South 85°19'17" West, a distance of 78.51 feet to a fence post found;
4. South 37°56'47" West, a distance of 97.35 feet to a 1/2" rebar found for the northwest corner of the 10.11 acre tract, being also the northeast corner of Lot 3 of Burrows Subdivision, a subdivision of record in Book 15, Page 69 of the Plat Records of Hays County, Texas:

THENCE with the south line of the 34.29 acre tract, being also the north line of Burrows Subdivision, the following four (4) courses and distances:

1. South 82°29'22" West, a distance of 88.75 feet to a nail found;
2. South 79°25'37" West, a distance of 76.64 feet to a nail found in a live oak for the northwest corner of Lot 3, being also the northeast corner of Lot 2;
3. South 81°55'21" West, a distance of 126.68 feet to a 1/2" rebar with a 3984 cap found for the northwest corner of Lot 2, being also the northeast corner of Lot 1:

4. South 81°56'23" West, a distance of 126.62 feet to a 1/2" rebar found for the northwest corner of Lot 1, being also the northeast corner of a 2.107 acre tract described in Volume 2840, Page 300 of the Official Public Records of Hays County, Texas:

THENCE continuing with the south line of the 34.29 acre tract, being also the north line of the 2.107 acre tract, the following two (2) courses and distances:

1. South 82°31'24" West, a distance of 142.51 feet to a nail found in a live oak;
2. South 81°27'49" West, a distance of 160.55 feet to a 1/2" rebar found for the northwest corner of the 2.107 acre tract, being also the northeast corner of Lot 1 of Sportsplex Subdivision No. 1, a subdivision of record in Book 7, Page 157 of the Plat Records of Hays County, Texas;

THENCE continuing with the south line of the 34.29 acre tract, being also the north line of Lot 1, the following two (2) courses and distances:

1. South 78°46'14" West, a distance of 283.22 feet to a 5/8" rebar found;
2. South 87°33'15" West, a distance of 75.24 feet a 1/2" rebar found for the northwest corner of Lot 1, being in the east line of Sportsplex Drive, described in Volume 784, Page 217 of the Deed Records of Hays County, Texas:

THENCE with the east line of Sportsplex Drive, crossing the 34.29 acre tract the following two (2) courses and distances:

1. With a curve to the left, having a radius of 309.60 feet, a delta angle of 14°55'01", an arc length of 80.60 feet, and a chord which bears North 67°03'32" West, a distance of 80.38 feet to a calculated point;
2. North 74°27'23" West, a distance of 19.74 feet to a calculated point in the center of a road, being in the west line of the 34.29 acre tract.

THENCE with the west line of the 34.29 acre tract, 25' from and parallel to the east line of a 20.518 acre tract described in Volume 784, Page 210 of the Deed Records of Hays County, Texas, the following six (6) courses and distances:

1. North 15°32'13" East, a distance of 7.31 feet to a calculated point;
2. North 14°52'44" East, a distance of 170.09 feet to a calculated point;
3. North 42°12'50" East, a distance of 247.76 feet to a calculated point;
4. North 34°57'13" East, a distance of 299.47 feet to a calculated point;
5. North 35°47'18" East, a distance of 429.51 feet to a calculated point;



EXHIBIT A1 - PROPERTY

Planned Development District No.5 Heritage Subdivision

Dripping Springs, TX

18 April 2016

City of Dripping Springs
Ordinance No. 1220124

PDD No. 5 Heritage Subdivision
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6. North 43°12'18" East, a distance of 469.74 feet to a 1/2" rebar with Chaparral cap set for the northwest corner of the 34.29 acre tract, from which a 1/2" rebar with Zamorra Warrick Associates cap found for the northeast corner of the 20.518 acre tract, bears South 89°12'58" West, a distance of 34.79 feet.

THENCE North 89°12'58" East, with the north line of the 34.29 acre tract, a distance of 764.65 feet to a 1/2" rebar found for the northeast corner of the 34.29 acre tract, being also in the west line of said Tract 1;

THENCE with the east line of the 34.29 acre tract, being also the west line of Tract 1, the following two (2) courses and distances:

1. South 01°00'24" West, a distance of 791.82 feet to a nail in a fence post found;
2. South 01°57'23" West, a distance of 240.27 feet to the **POINT OF BEGINNING**, containing 34.247 acres of land, more or less.

TRACT 2:

A DESCRIPTION OF 50.206 ACRES IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A TRACT CALLED THE EAST PART OF 152.47 ACRES CONVEYED TO JOHN MARCUS BAIRD BY GENERAL WARRANTY DEED DATED MAY 9, 1978 AND RECORDED IN VOLUME 310, PAGE 718 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAME BEING A PORTION OF A 152.47 ACRE TRACT CONVEYED TO EDNA EARL BAIRD BY DEED DATED FEBRUARY 19, 1937 AND RECORDED IN VOLUME 154, PAGE 59 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 50.206 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an axle found for the northeast corner of the said 152.47 acre tract, being an angle point in the south line of Tract 76 A-1, Replat of the Remainder of Tract 76A, Springlake and Subdivision of Reed Acreage, a subdivision of record in Book 9, Page 47 of the Plat Records of Hays County, Texas;

THENCE South 00°16'33" West, with the east line of the 152.47 acre tract, being a south line of said Tract 76 A-1, a distance of 70.71 feet to a fence post found for an angle point in the south line of Tract 76 A-1, for the northwest corner of a tract of land described in Volume 130, Page 231 of the Deed Records of Hays County, Texas;

THENCE South 02°57'28" West, with the east line of the 152.47 acre tract, and with the west line of a 2 acre tract described in Volume 130, Page 231, and Volume 1658, Page 147 of the Official Public Records of Hays County, Texas, a distance of 174.43 feet to fence post found for the southwest corner of the 2 acre tract, being also the northwest corner of Tract 1 of the P.L. Turner Subdivision, a subdivision of Record in Volume 133, Page 444 of the Deed Records of Hays County, Texas;

THENCE with the east line of the 152.47 acre tract, being the west line of Tract 1, with the fence, the following five (5) courses and distances:

1. South 02°48'03" West, a distance of 431.51 feet to a calculated point.
2. South 02°54'13" West, a distance of 484.14 feet to a calculated point;
3. South 02°03'04" West, a distance of 259.80 feet to a calculated point;
4. South 01°35'37" West, a distance of 300.57 feet to a calculated point;
5. South 01°07'29" West, a distance of 353.19 feet to a 1/2" rebar found for the northwest corner of a 34.29 acre tract described in Volume 971, Page 116 of the Deed Records of Hays County, Texas;

THENCE South 89°12'58" West, with the north line of the 34.29 acre tract, over and across the 152.47 acre tract, a distance of 764.65 feet to a 1/2" rebar with Chaparral cap set for the northwest corner of the 34.29 acre tract, being in the division line of the 152.47 acre tract described in Volume 310, Page 718 and Volume 310, Page 721 of the Deed Records of Hays County, Texas;

THENCE South 89°12'58" West, continuing across the 152.47 acre tract, with the said division line, a distance of 34.79 feet to a 1/2" rebar with Zamorra Warrick Associates cap found for the northwest corner of a 20.518 acre tract described in Volume 784, Page 210 of the Deed Records of Hays County, Texas;

THENCE South 89°12'49" West, with the north line of the 20.518 acre tract, with the said division line, a distance of 196.26 feet to a fence post found for the southeast corner of a 45.53 acre tract described in Volume 2953, Page 181 of the Official Public Records of Hays County, Texas;

THENCE with the east line of the 45.53 acre tract, with the said division line, crossing the 152.57 acre tract, the following four (4) courses and distances:

1. North 01°23'38" West, a distance of 440.21 feet to a 1/2" rebar with Carson Bush cap found;
2. North 00°57'16" West, a distance of 525.11 feet to a nail found at the base of a 13" and 14" live oak;
3. North 09°31'45" West, a distance of 154.92 feet to a 1/2" rebar with Chaparral cap set;
4. North 01°24'08" West, a distance of 484.34 feet to a 1/2" rebar found for the northeast corner of the 45.53 acre tract, being also the southeast corner of Lot 18 of Hidden Springs



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📍 Dripping Springs, TX

📅 18 April 2016

City of Dripping Springs
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Ranch Section II, a subdivision of record in Book 14, Page 69 of the Plat Records of Hays County, Texas:

THENCE with the east line of Hidden Springs Ranch Section II, continuing with the said division line, crossing the 152.57 acre tract, the following five (5) courses and distances:

1. North 01°22'12" West, a distance of 155.30 feet to a nail found in concrete;
2. North 15°23'51" East, a distance of 18.43 feet to a 1/2" rebar found;
3. North 03°04'23" West, a distance of 27.45 feet to a 1/2" rebar with 4404 cap found for the northeast corner of Lot 18, being also the southeast corner of Lot 17;
4. North 02°18'43" West, a distance of 190.70 feet to a 1/2" rebar with 4542 cap found for the northeast corner of Lot 17, being also the southeast corner of Lot 14;
5. North 01°02'42" West, a distance of 50.06 feet to an axle found for an angle point in the north line of the 152.47 acre tract, being also the southwest corner of Tract 76 A-1;

THENCE North 87°50'05" East, with the north line of the 152.47 acre tract, being also the south line of Tract 76 A-1, a distance of 1141.82 feet to the **POINT OF BEGINNING**, containing 50.206 acres of land, more or less.

TRACT 3:

A DESCRIPTION OF 94.695 ACRES (APPROX. 4,124,910 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 119.7 ACRE TRACT CONVEYED TO NELSON M. DAVIDSON AND DORIS BREED DAVIDSON BY DEED DATED JUNE 23, 1952 AND RECORDED IN VOLUME 154, PAGE 290 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT I, P.L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 94.695 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar with 3984 cap found in the west line of Old Fredericksburg Road (right-of-way width varies), for the northeast corner of the Doris Breed Davidson Subdivision, a subdivision of record in Book 10, Page 395 of the Plat Records of Hays County, Texas:

THENCE North 01°30'02" West, with the west line of Old Fredericksburg Road, across Tract 1, a distance of 425.26 feet to a 1/2" rebar with Chaparral cap set for the **POINT OF BEGINNING**:

THENCE over and across Tract 1, the following four (4) courses and distances:

1. South 89°48'55" West, a distance of 259.27 feet to a 1/2" rebar with Chaparral cap set;

2. With a curve to the left, having a radius of 970.00 feet, a delta angle of 06°06'33", an arc length of 103.43 feet, and a chord which bears South 86°45'39" West, a distance of 103.38 feet to a 1/2" rebar with Chaparral cap set
3. South 38°42'22" West, a distance of 192.59 feet to a 1/2" rebar with Chaparral cap set;
4. South 00°43'30" West, a distance of 587.78 feet to a 1/2" rebar with Chaparral cap set in the north line of a 9.008 acre tract described in Volume 2102, Page 453 of the Official Public Records of Hays County, Texas, from which a 1/2" rebar with 3984 cap found in the north line of the 9.008 acre tract, for the southwest corner of the Doris Breed Davidson Subdivision, bears North 87°06'31" East, a distance of 205.48 feet;

THENCE South 87°06'31" West, with the north line of the 9.008 acre tract, continuing across Tract 1, a distance of 304.58 feet to a 1/2" rebar found for the northwest corner of the 9.008 acre tract:

THENCE South 07°58'13" West, with the west line of the 9.008 acre tract, continuing across Tract 1, a distance of 1318.37 feet to a nail in concrete found for the southwest corner of the 9.008 acre tract, being also in the north line of a 6.38 acre tract described in Volume 1489, Page 391 of the Official Public Records of Hays County, Texas, for an angle point in the east line of Tract 1:

THENCE South 13°58'09" West, with the east line of Tract 1, being also the west line of the 6.38 acre tract, a distance of 743.78 feet to a 1/2" rebar with 3984 cap found for the southeast corner of Tract 1, being also the southwest corner of the 6.38 acre tract, and being in the north line of a 3.91 acre tract described in Volume 269, Page 226 of the Deed Records of Hays County, Texas:

THENCE South 88°04'18" West, with the south line of Tract 1, being also the north line of the 3.91 acre tract, a distance of 101.94 feet to a nail found in a 6" post for the northwest corner of the 3.91 acre tract, being also the apparent northeast corner of a 6 acre tract described in Volume 110, Page 563 of the Deed Records of Hays County, Texas:

THENCE North 89°32'58" West, with the south line of Tract 1, being also the apparent north line of the 6 acre tract, a distance of 152.30 feet to a fence post found for the apparent northwest corner of the 6 acre tract, and being a northeast corner of the 76.73 acre tract described in Volume 124, Page 515 of the Deed Records of Hays County, Texas:

THENCE South 89°52'25" West, with the south line of Tract 1, being also the north line of the 76.73 acre tract, distance of 311.97 feet to a fence post found for the southwest corner of Tract 1, being an angle point in the east line of the 76.73 acre tract:

THENCE North 01°40'35" East, with the west line of Tract 1, being also the east line of the 76.73 acre tract, a distance of 550.52 feet to a 1/2" rebar found for the northeast corner of the



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76.73 acre tract, being also the southeast corner of a 10.11 acre tract described in Volume 3444, Page 347 of the Official Public Records of Hays County, Texas;

THENCE North 01°55'45" East, with the west line of Tract 1, being also the east line of the 10.11 acre tract, a distance of 660.61 feet to a 1/2" rebar found for the northeast corner of the 10.11 acre tract, being also the southeast corner of a 34.29 acre tract described in Volume 971, Page 116 of the Deed Records of Hays County, Texas;

THENCE with the west line of Tract 1, being also the east line of the 34.29 acre tract, the following two (2) courses and distances:

1. North 01°57'23" East, a distance of 240.27 feet to a nail in fence post found;
2. North 01°00'24" East, a distance of 791.82 feet to a 1/2" rebar found for the northeast corner of the 34.29 acre tract, being in the east line of a 152.47 acre tract described in Volume 310, Page 718 of the Deed Records of Hays County, Texas;

THENCE with the west line of Tract 1, being the east line of the 152.47 acre tract, with the fence, the following five (5) courses and distances:

1. North 01°07'29" East, a distance of 353.19 feet to a calculated point;
2. North 01°35'37" East, a distance of 300.57 feet to a calculated point;
3. North 02°03'04" East, a distance of 259.80 feet to a calculated point;
4. North 02°54'13" East, a distance of 484.14 feet to a calculated point;
5. North 02°48'03" East, a distance of 431.51 feet to a fence post found for the northwest corner of Tract 1, being the southwest corner of a 2 acre tract described in Volume 130, Page 231 of the Deed Records of Hays County, Texas;

THENCE North 86°52'58" East, with the north line of Tract 1, being also the south line of the 2 acre tract, a distance of 1245.48 feet to a fence post found for the northwest corner of a 7.749 acre tract described in Volume 374, Page 743 of the Deed Records of Hays County, Texas;

THENCE South 02°29'58" East, with the west line of the 7.749 acre tract, over and across Tract 1, a distance of 390.22 feet to a 1/2" iron pipe found for the southwest corner of the 7.749 acre tract, being also the northwest corner of a 1.50 acre tract described in Volume 207, Page 49 of the Deed Records of Hays County, Texas;

THENCE South 02°17'26" East, with the west line of the 1.50 acre tract, continuing across Tract 1, a distance of 208.99 feet to a 1/2" iron pipe found for the southwest corner of the 1.50 acre tract;

THENCE North 85°08'49" East, with the south line of the 1.50 acre tract, continuing across Tract 1, a distance of 104.25 feet to a 3/4" rebar found for an angle point in the east line of Tract 1, being also the northwest corner of a 1.00 acre tract described in Volume 1924, Page 385 of the Deed Records of Hays County, Texas, and being the northwest corner of the Turner Tract as shown on the plat of said P.L. Turner Subdivision;

THENCE South 02°05'28" East, with the east line of Tract 1, being also the west line of the 1.00 acre tract, the Turner Tract, a 1.00 acre tract described in Volume 275, Page 499 of the Deed Records of Hays County, Texas, and the west line of Tract 4 of said P.L. Turner Subdivision, a distance of 86.45 feet to a 1/2" rebar with Chaparral cap set, from which a fence corner at a 13" live oak for the southwest corner of the 1.00 acre tract, being also the southwest corner of Tract 4, and being in the north line of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas, bears South 02°05'28" East, a distance of 329.42 feet;

THENCE over and across Tract 1, the following eight (8) courses and distances:

1. South 87°52'26" West, a distance of 119.99 feet to a 1/2" rebar with Chaparral cap set;
2. South 02°07'34" East, a distance of 330.24 feet to a 1/2" rebar with Chaparral cap set;
3. South 87°52'26" West, a distance of 25.11 feet to a 1/2" rebar with Chaparral cap set;
4. South 02°07'34" East, a distance of 254.30 feet to a 1/2" rebar with Chaparral cap set;
5. With a curve to the left, having a radius of 25.00 feet, a delta angle of 91°03'12", an arc length of 39.73 feet, and a chord which bears South 47°39'11" East, a distance of 35.68 feet to a 1/2" rebar with Chaparral cap set;
6. With a curve to the right, having a radius of 1030.00 feet, a delta angle of 02°59'42", an arc length of 53.84 feet, and a chord which bears North 88°19'04" East, a distance of 53.84 feet to a 1/2" rebar with Chaparral cap set;
7. North 89°48'55" East, a distance of 40.73 feet to a 1/2" rebar with Chaparral cap set;
8. North 89°48'55" East, a distance of 217.16 feet to a 1/2" rebar with Chaparral cap set in the west right-of-way line of Old Fredericksburg Road, from which a 1/2" rebar found in the west right-of-way line of Old Fredericksburg Road, for the southeast corner of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas, bears North 01°30'02" West, a distance of 108.46 feet;

THENCE South 01°30'02" East, with the west right-of-way line of Old Fredericksburg Road, crossing Tract 1, a distance of 60.02 feet to the **POINT OF BEGINNING**, containing 94.695 acres of land, more or less.



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TRACT 4:

A DESCRIPTION OF 8.119 ACRES (APPROX. 353,664 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 9.008 ACRE TRACT CONVEYED TO MICKEY DAVIDSON KROLL, NELSON M. DAVIDSON, JR., AND WIFE, BARBARA WATKINS DAVIDSON BY WARRANTY DEED WITH VENDOR'S LIEN DATED NOVEMBER 7, 2002 AND RECORDED IN VOLUME 2102, PAGE 453 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, P.L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 8.119 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar, being an angle point in the east line of the said 9.008 acre tract, being also the northeast corner of Tract 3 of the said P.L. Turner Subdivision, and being also the southwest corner of a 0.754 acre tract described in Volume 4258, Page 404 of the Official Public Records of Hays County, Texas, and being also the northwest corner of a 1 acre tract described in Volume 144, Page 563 of the Deed Records of Hays County, Texas, from which a 3/4" iron pipe found for the southeast corner of the 0.754 acre tract, being in the north line of the 1 acre tract, and being in the west line of Old Fredericksburg Road (right-of-way width varies), bears North 87°52'37" East, a distance of 216.79 feet;

THENCE South 87°35'26" West, with the common line of the 9.008 acre tract and Tract 3, a distance of 236.90 feet to a 1/2" rebar found for an angle point in the east line of the 9.008 acre tract, being also the northwest corner of Tract 3, for the **POINT OF BEGINNING**;

THENCE with the common line of the 9.008 acre tract and Tract 3, the following two (2) courses and distances:

1. South 15°43'23" West, a distance of 521.70 feet to a 1/2" rebar found at the northwest corner of a 3.59 acre tract out of Tract 3, described in Volume 4073, Page 818 of the Official Public Records of Hays County, Texas;
2. South 15°32'41" West, with the west line of the 3.59 acre tract, a distance of 499.23 feet to a 2" iron pipe found for an angle point in the east line of the 9.008 acre tract, being also the southwest corner of the 3.59 acre tract, being also the southwest corner of Tract 3, and being in the north line of a 2.07 acre tract described in Volume 178, Page 571 of the Deed Records of Hays County, Texas;

THENCE with the common line of the 9.008 acre tract and the 2.07 acre tract, the following two (2) courses and distances:

1. North 89°33'06" West, a distance of 183.84 feet to a 1/2" rebar found for an angle point in the east line of the 9.008 acre tract, for the northwest corner of the 2.07 acre tract;

2. South 09°15'30" West, a distance of 216.46 feet to a nail found in an 18" live oak for the southwest corner of the 2.07 acre tract, being also the southeast corner of the 9.008 acre tract, and being in the north line of a 6.39 acre tract described in Volume 1489, Page 391 of the Official Public Records of Hays County, Texas;

THENCE North 89°25'09" West, with the south line of the 9.008 acre tract, being also the north line of the 6.38 acre tract, a distance of 53.15 feet to a nail in concrete found for the southwest corner of the 9.008 acre tract;

THENCE North 07°58'13" East, with the west line of the 9.008 acre tract, crossing said Tract 1, a distance of 1318.37 feet to a 1/2" rebar found for the northwest corner of the 9.008 acre tract;

THENCE North 87°06'31" East, with the north line of the 9.008 acre tract, crossing said Tract 1, a distance of 304.58 feet to a 1/2" rebar with Chaparral cap set, from which a 1/2" rebar with 3984 cap found for the southwest corner of the Doris Breed Subdivision, a subdivision of record in Book 10, Page 395 of the Plat Records of Hays County, Texas, bears North 87°06'31" East, a distance of 205.48 feet;

THENCE over and across the 9.008 acre tract, the following two (2) courses and distances:

1. South 00°43'30" West, a distance of 129.06 feet to a 1/2" rebar with Chaparral cap set;
2. North 87°20'25" East, a distance of 61.68 feet to the **POINT OF BEGINNING**, containing 8.119 acres of land, more or less.

TRACT 5:

A DESCRIPTION OF 1.676 ACRES (APPROX. 73,006 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 119.7 ACRE TRACT CONVEYED TO NELSON M. DAVIDSON AND DORIS BREED DAVIDSON BY DEED DATED JUNE 23, 1952 AND RECORDED IN VOLUME 154, PAGE 290 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, P.L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 1.676 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar found in the west right-of-way line of Old Fredericksburg Road, for the southeast corner of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas;

THENCE South 86°32'57" West, with the south line of the said 0.938 acre tract, a distance of 218.28 feet to a 1/2" rebar found at the southwest corner of the 0.938 acre tract for the **POINT OF BEGINNING**;

THENCE crossing Tract 1, the following eight (8) courses and distances:

1. South 02°07'34" East, a distance of 96.05 feet to a 1/2" rebar with Chaparral cap set;
2. South 89°48'55" West, a distance of 40.73 feet to a 1/2" rebar with Chaparral cap set;
3. With a curve to the left, having a radius of 1030.00 feet, a delta angle of 02°59'42", an arc length of 53.84 feet, and a chord which bears South 88°19'04" West, a distance of 53.84 feet to a 1/2" rebar with Chaparral cap set;
4. With a curve to the right, having a radius of 25.00 feet, a delta angle of 91°03'12", an arc length of 39.73 feet, and a chord which bears North 47°39'11" West, a distance of 35.68 feet to a 1/2" rebar with Chaparral cap set;
5. North 02°07'34" West, a distance of 254.30 feet to a 1/2" rebar with Chaparral cap set;
6. North 87°52'26" East, a distance of 25.11 feet to a 1/2" rebar with Chaparral cap set;
7. North 02°07'34" West, a distance of 330.24 feet to a 1/2" rebar with Chaparral cap set;
8. North 87°52'26" East, a distance of 119.99 feet to a 1/2" rebar with Chaparral cap set in the east line of Tract 1, being also the west line of a 1.00 acre tract described in Volume 1924, Page 385 of the Deed Records of Hays County, Texas, and being the northwest corner of the Turner Tract as shown on the plat of said P.L. Turner Subdivision, from which a 3/4" rebar found for an angle point in the east line of Tract 1, being also the northwest corner of a 1.00 acre tract, bears North 02°05'28" West, a distance of 86.45 feet;

THENCE South 02°05'28" East, with the east line of Tract 1, being also the west line of the 1.00 acre tract, the Turner Tract, a 1.00 acre tract described in Volume 275, Page 499 of the Deed Records of Hays County, Texas, and the west line of Tract 4 of said P.L. Turner Subdivision, a distance of 329.42 feet to a fence corner at a 13" live oak for the southwest corner of the 1.00 acre tract, being also the southwest corner of Tract 4, and being in the north line of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas;

THENCE South 85°58'06" West, with the north line of the 0.938 acre tract, crossing Tract 1, a distance of 24.91 feet to a 1/2" rebar found for the northwest corner of the 0.938 acre tract;

THENCE South 02°07'34" East, with the west line of the 0.938 acre tract, continuing across Tract 1, a distance of 185.05 feet to the **POINT OF BEGINNING**, containing 1.676 acres of land, more or less.

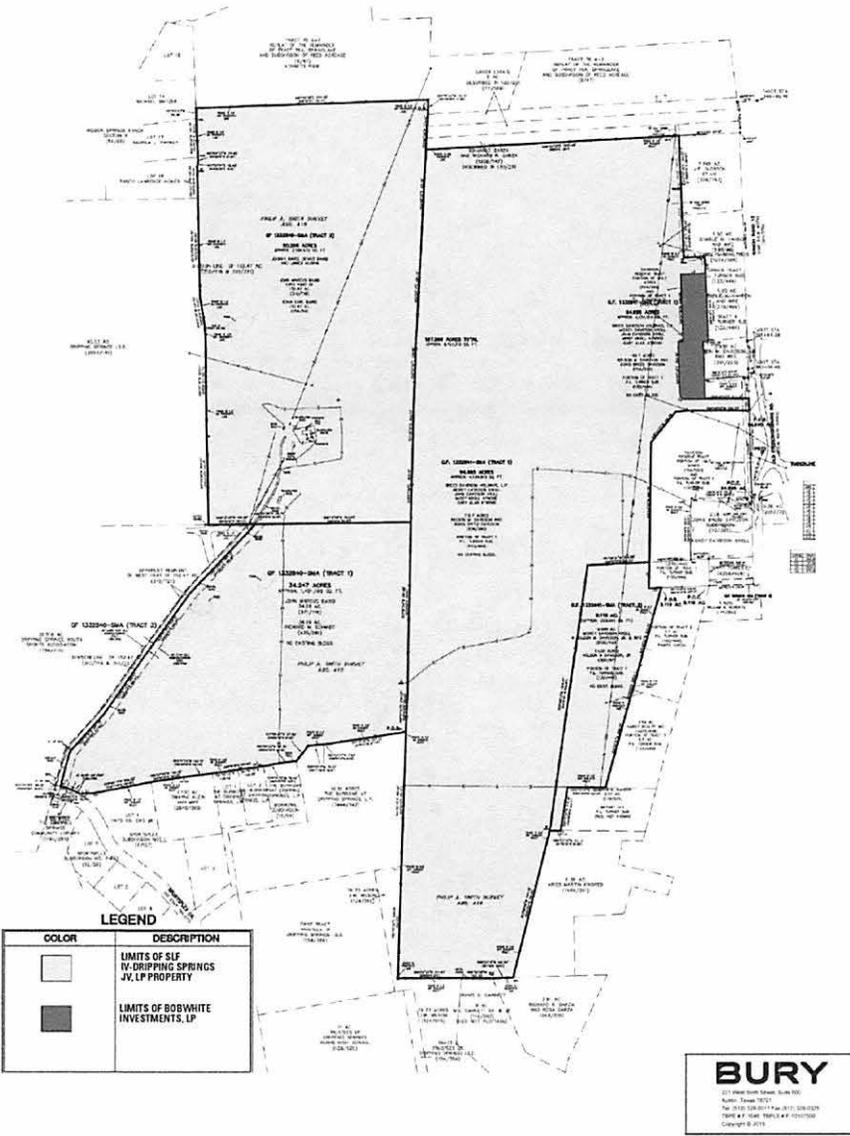


EXHIBIT A1 - PROPERTY

Planned Development District No.5 Heritage Subdivision

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18 April 2016



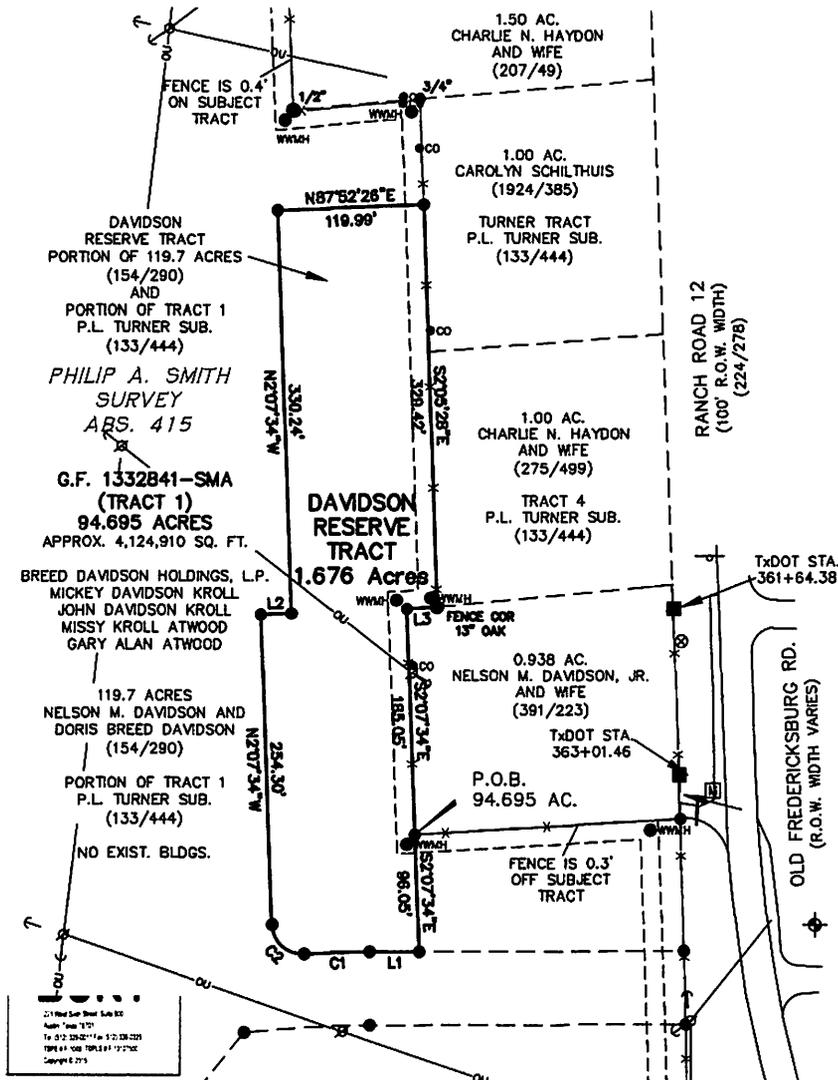
NOTE:
 PER EXHIBIT A1 - TRACTS 1-4 ARE OWNED BY SLF IV - DRIPPING SPRINGS JV, LP AND TRACT 5 IS OWNED BY BOBWHITE INVESTMENTS, LP

BURY
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 Austin, Texas 78711
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 Email: bury@buri.com
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TBG **EXHIBIT A2 - PROPERTY OWNED BY SLF IV - DRIPPING SPRINGS JV, LP**
 Planned Development District No.5 Heritage Subdivision Dripping Springs, TX 18 April 2016



City of Dripping Springs
 Ordinance No. 1222124



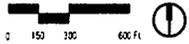
PARCEL LINE DATA		
LINE #	BEARING	DISTANCE
L1	S89°48'55"W	40.73'
L2	N87°52'26"E	25.11'
L3	S85°58'06"W	24.91'

PARCEL CURVE DATA					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	BEARING
C1	53.84'	1030.00'	2°59'42"	53.84'	S88° 19' 04.23"W
C2	39.73'	25.00'	91°03'12"	35.68'	N47° 39' 10.83"W

NOTE:
 PER EXHIBIT A1 - TRACTS 1-4 ARE OWNED BY SLF IV - DRIPPING SPRINGS JV, LP AND TRACT 5 IS OWNED BY BOBWHITE INVESTMENTS, LP

EXHIBIT A3 - PROPERTY OWNED BY BOBWHITE INVESTMENTS, LP

TBIG Planned Development District No.5 Heritage Subdivision Dripping Springs, TX 18 April 2016



City of Dripping Springs Ordinance No. 1229-124

PLO No. : Message Subdivision Page 25 of 29

TABLE 1: TOTAL UNIT MIX
TOTAL NUMBER OF DWELLING UNITS PERMITTED IN PD NO. 5 IS 700 DWELLING UNITS

LAND USE	PD PERMITTED USE	REQUIRED	EXAMPLE OF DWELLING UNITS (DU)*	EXAMPLE OF ACRES (AC)*	EXAMPLE OF DU/AC*
	60' Lots 50' Lots 40' Lots	Max. 70% of Total Unit Mix	424 DU 60.57%	127.5 AC	3.3 DU/AC
	Garden Home Village Condo Courtyard	Min. 15% of Total Unit Mix	120 DU 17.14%	15.0 AC	8.0 DU/AC
	Two-Four Family Townhome Multi-Family	Min. 15% of Total Unit Mix	156 DU 22.29%	13.0 AC	12.0 DU/AC
	See Exhibit D	N/A	N/A	3.0 AC	N/A

* Number of dwelling units, acres and density are shown for illustrative uses only. Final product mix shall not exceed minimums and maximums.

TABLE 2: PERMITTED USE MATRIX

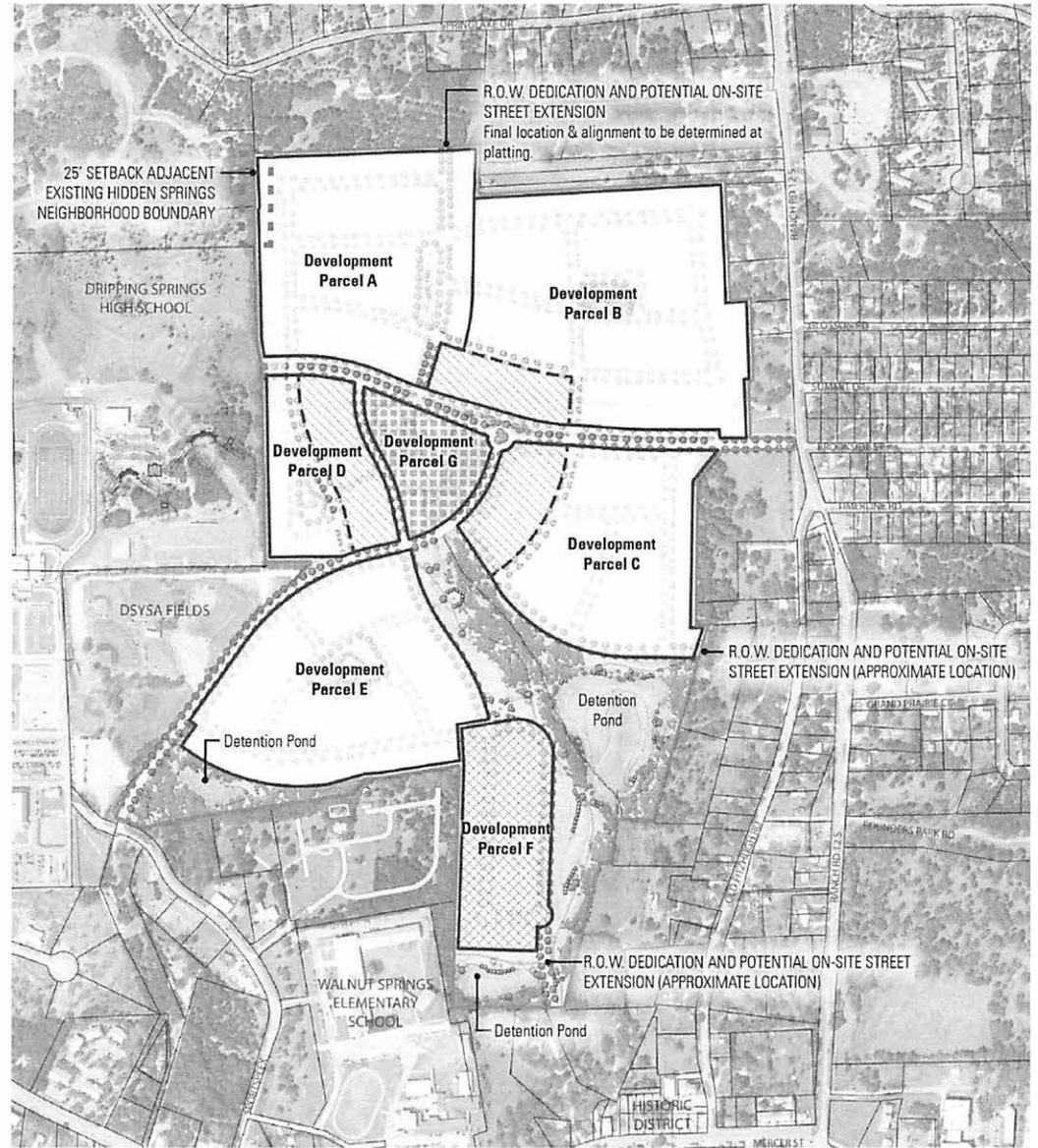
	PD PERMITTED USE :	DEVELOPMENT PARCEL							OPEN SPACE	
		A	B	C	D	E	F ⁽⁷⁾	G		
	APPROPRIATE ACREAGE (+/-)	25.5	47.5	26.0	13.5	30.0	13.0	3.0	30.5	
	60' Lots	X	X	X	X	X	-	-	-	
	50' Lots	X	X	X	X	X	-	-	-	
	40' Lots	X	X	X	X	X	-	-	-	
	Garden Home	-	X	X	X	-	-	-	-	
	Village Condo	-	X	X	X	-	-	-	-	
	Courtyard	-	X	X	X	-	-	-	-	
	Two-Four Family	-	-	-	-	-	X	-	-	
	Townhome	-	-	-	-	-	X	-	-	
	Multi-Family	-	-	X	X	-	X	-	-	
	COMMERCIAL USES	N/A	-	X ⁽⁶⁾	X ⁽⁶⁾	X ⁽⁶⁾	-	X	X	-
	AMENITY CENTER USES	N/A	X	X	X	X	X	X	X	X
	AMENITY CENTER	N/A							X	

LEGEND

- X** Permitted use by the right, subject to PD conditions and requirements set forth in Exhibit D - PD uses chart
- Not a permitted use

NOTES:

1. A private amenity center or other private improvements will not be constructed on Parcel G in a manner that would preclude a minimum of 20,000 sq feet of commercial to be constructed on Parcel G.
2. Refer to Exhibit C – PD Parks and Trails Plan, for proposed park locations
3. Refer to Exhibit D – PD Uses Chart, for description of land uses
4. Refer to Exhibit F – PD Street Standards, for street types and locations, reference plan and street standards
5. Fiscal may be posted for the proposed north, east and south connectors.
6. Only in hatched areas of Parcels B, C, & D.
7. General location of temporary wastewater treatment plant and effluent disposal field, if required, will be designed pursuant to the regulations in the Wastewater Agreement. Once the plant is removed, all provisions regarding Parcel F will apply.



TBG EXHIBIT B - PD MASTER PLAN
 Planned Development District No.5 Heritage Subdivision Dripping Springs, TX 10 July 2016

LEGEND

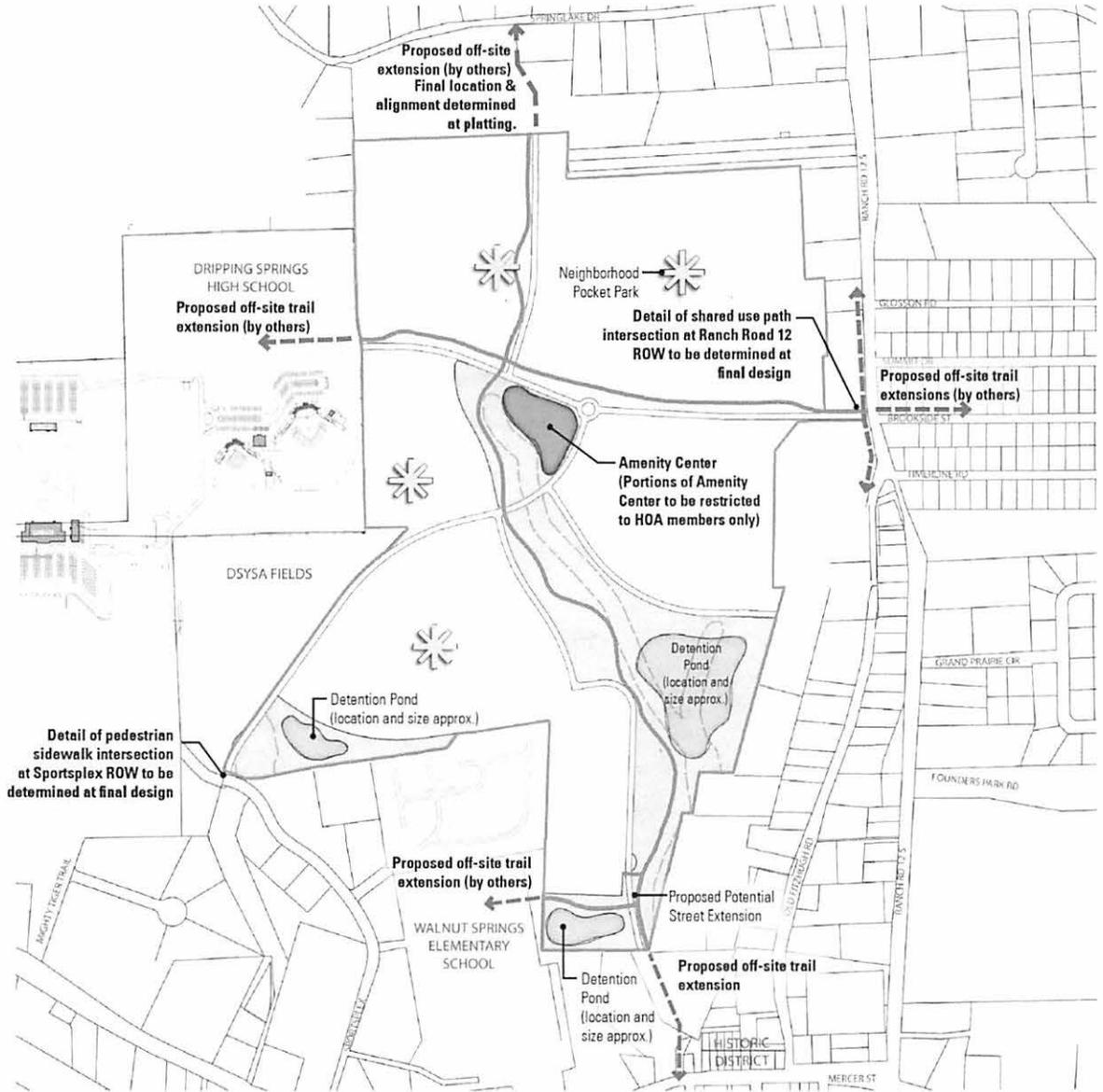
-  **8' WIDE CONCRETE PATH OR TRAIL - CONCEPTUAL ALIGNMENT**
 - SHARED USE PATH (ADJACENT TO STREET, IN LIEU OF 5' SIDEWALK)
 - MULTI-USE PATH (COMBINED WITH SLIP STREET, MAY BE ASPHALT)
 - OFF-STREET TRAIL (SEPARATED FROM STREET AND SIDEWALK NETWORK)
-  **PROPOSED OFF-SITE EXTENSION**

PARKLAND DEDICATION - MINIMUM OF 28 ACRES PROVIDED	
	PARKLAND
	PARKLAND, NEIGHBORHOOD POCKET PARKS (GENERAL LOCATION)
	DEFINED DRAINAGE SETBACK

PDD NO. 5 OPEN SPACE PLAN NOTES:

1. A MASTER PARKS AND TRAILS PLAN (MPTP) FOR PDD NO. 5 SHALL BE APPROVED SEPARATE FROM THIS PDD. THE MPTP SHALL BE APPROVED PRIOR TO THE FIRST RESIDENTIAL PRELIMINARY PLAT AND MAY BE PHASED IN ACCORDANCE WITH THE PHASED PLATTING OF THE PROJECT.
2. OPEN SPACE DEDICATED FOR PARKLAND SHALL BE PUBLICLY ACCESSIBLE. PARKLAND AND IMPROVEMENTS IN THE PARKLAND, INCLUDING TRAILS, SHALL BE CONVEYED TO AND PERMANENTLY MAINTAINED BY A HOMEOWNER ASSOCIATION (HOA) OR OTHER RESPONSIBLE NON-CITY ENTITY.
3. PARKLAND DEDICATION REQUIREMENTS SHALL MEET AND/OR EXCEED CODE REQUIREMENTS. THE HOA MAY ADOPT RULES AND REGULATIONS REGARDING ACCESS, PERMITTED USES, SECURITY (POLICING) AND MAINTENANCE RESPONSIBILITIES.
4. PARKLAND LOCATION AND SIZE IS CONCEPTUALLY SHOWN ON THIS EXHIBIT C. BOUNDARIES OF PARKLAND TO BE DETERMINED AT PRELIMINARY PLAT. DETENTION, WATER QUALITY PONDS, UTILITY EASEMENTS, AND OFF-STREET TRAILS ARE PERMITTED IN PARKLAND.
5. NEIGHBORHOOD POCKET PARKS ARE INCLUDED IN PARKLAND DEDICATION. POCKET PARKS ARE INTENDED TO SERVE THE RECREATIONAL NEEDS OF RESIDENTS, PROVIDE OPPORTUNITIES FOR INTERACTION WITHIN THE NEIGHBORHOOD AND/OR PROVIDE OPPORTUNITIES FOR INTERACTION WITH THE NATURAL ENVIRONMENT
6. SHARED USE PATH/MULTI-USE PATH/OFF-STREET TRAILS:
 - MUST BE CONCRETE, 8FT IN WIDTH, EXCEPT THAT MULTI-USE PATH MAY BE ASPHALT
 - TRAIL/PATH LOCATIONS ARE CONCEPTUAL. TRAIL LOCATION TO BE FURTHER REFINED IN THE MPTP. FINAL ALIGNMENT TO BE DETERMINED AT FINAL PLAT.
 - INDICATED TRAILS AND PATHS OUTSIDE THE PUBLIC ROW WILL BE MAINTAINED BY THE HOA.
7. UNLESS OTHERWISE DEPICTED ON THIS EXHIBIT C WHEREIN A SHARED USE PATH OR MULTI-USE PATH IS PROVIDED ON A STREET, 5FT SIDEWALKS SHALL BE INSTALLED ON BOTH SIDES OF ALL LOCAL RESIDENTIAL STREETS, PER EXHIBIT F- STREET STANDARDS
8. AMENITY CENTER AREAS INTENDED FOR EXCLUSIVE USE OF THE HOA ARE NOT INCLUDED AS PART OF PARKLAND DEDICATION.

PARKLAND CODE	CODE REQUIREMENTS	PROVIDED
DEDICATION REQUIREMENT	PDD NO. 5 MAX. 700 LUEs (1 AC PARKLAND PER 25 LUEs)	MIN. 28 AC PARKLAND
WATER QUALITY AND DETENTION & STREAM SETBACK FOR DRAINAGE	NOT TO EXCEED 50% OF TOTAL OPEN SPACE	MAX. 14 AC OF THE 28 AC PARKLAND



TBG EXHIBIT C - PDD OPEN SPACE PLAN

Planned Development District No.5 Heritage Subdivision | Dripping Springs, TX | 10 July 2016



AGRICULTURE USES	Permitted (P) or Conditional (C)
Garden (Non-retail)	P
RESIDENTIAL USES	Permitted (P) or Conditional (C)
Accessory Bldg/Structure (Nonresidential)	P
Duplex/Two-Four Family	P
Garden Home/Townhome	P
Living Quarters on Site with a Business	P
Multiple-Family Dwelling	P
Residential Loft	P
Swimming Pool, Private	P
OFFICE USES	Permitted (P) or Conditional (C)
Armed Services Recruiting Center	P
Insurance Agency Offices	P
Offices, General/Professional	P
Office, Brokerage Service	P
Offices, Health Services	P
Offices, Legal Services	P
Offices, Professional	P
Offices, Real Estate Office	P
Security Monitoring Company	P
PERSONAL & BUSINESS SERVICES USES	Permitted (P) or Conditional (C)
Antique Shop	P
Appliance Repair	P
Art Dealer/Gallery	P
Artisan's Shop	P
Artist Studio	P
Bakery or Confectionary (Retail)	P
Barbershop	P
Beauty Shop	P

PERSONAL & BUSINESS SERVICES USES CONTINUED	Permitted (P) or Conditional (C)
Bed & Breakfast Inn or Facility	P
Bicycle Sales and Repair	P
Book Store	P
Cafeteria	C
Computer Sales	P
Consignment Shop	P
Convenience Store (Without Gas Sales)	C
Cooking School	P
Dance/Drama/Music Studio or School	P
Drapery, Blind Upholstery Store	P
Financial Services	P
Florist Shop	P
Food or Grocery Store (Limited)	P
Furniture Store (New and/or Used)	P
Garden Shop (Inside Storage)	P
Hardware Store	P
Live-in Security Quarters	P
Locksmith	P
Market (Public)	P
Needlework Shop	P
Pet Shop/Supplies	P
Pharmacy	P
Photocopying/Duplicating	P
Photography Studio	P
Restaurant (No Drive-Through Service)	P
Shoe Repair	P
Studio, Tattoo or Body Piercing	C
Tailor Shop	P
Travel Agency	P
Temporary Outdoor Sales/Promotion	P
Vacuum Cleaner Sales & Repair	P
Veterinarian Clinic (Indoor Kennels)	P
Woodworking Shop (Ornamental, Handmade)	P
TRANSPORTATION & AUTO SERVICES USES	Permitted (P) or Conditional (C)
Parking Structure, Commercial	C

AMUSEMENT/RECREATION USES	Permitted (P) or Conditional (C)
Day Camp for Children	C
Health Club	P
Museum	P
Park and/or Playground	P
Video Rentals/Sales	P
INSTITUTIONAL/GOVERNMENT USES	Permitted (P) or Conditional (C)
Assisted Living Facility	C
Child Day-Care Facility	P
Church, Religious Assembly	P
Civic Club	P
Fire Station	P
Fraternal Lodge or Union	P
Group Day-Care Home	P
Medical Clinic or Office	P
Wireless Communications Tower	C
Home for the Aged, Residential	C
Hospice	C
Hospital (Acute Care, General)	C
Library	P
Maternity Home	C
Nursing/Convalescent Home	C
Orphanage	C
Philanthropic Organization	P
Post Office	P
School, K Through 12 (public or private)	P
Telephone Switching/Exchange Bldg.	C
Wastewater Treatment Plant, Effluent Disposal Field	P
Water Supply (Elevated Storage Tank)	C
Water Supply Facility (Private)	C
LIGHT INDUSTRIAL/MFG. USES	Permitted (P) or Conditional (C)
Contractor's Office (No Outside Storage)	P
Contractor's Temporary On-site Office	C

Note: Wastewater Treatment Plant and Effluent Disposal Field are permitted subject to the provisions in the Wastewater Service and Impact Fee Agreement.

Area Requirements		Single Family, Detached Use (2)	Garden Home Use (2)	Two to Four Family Dwelling Use (2)	Townhome Use (2)(4)	Village Condominium Use (2)(4)	Courtyard Housing Use (2)(4)	Multiple-Family Use (2)(4)	Permitted Commercial Uses
SIZE OF LOTS	Minimum Lot Area	4,000 s.f.	3,500 s.f.	5,175 s.f.	1,500 s.f.	6,900 s.f.	4,200 s.f.	20,000 s.f.; Max 24 du/acre	5,000 s.f.
	Minimum Lot Width at Front Building Line	40 ft.	35 ft.	45 ft.	20 ft.	60 ft.	70 ft.	100 ft.	50 ft.
	Minimum Lot Depth	100 ft.	100 ft.	100 ft.	75 ft.	115 ft.	60 ft.	200 ft.	100ft.
SETBACK REQUIREMENTS	Minimum Front Yard	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	10 ft.
	Minimum Front Yard, Garage Door	20 ft.	20 ft.	20 ft.	N/A (rear entry required)	20 ft.	15 ft.	20 ft.	N/A
	Minimum Side Yard, Interior	5 ft.	0 ft. on one side; 10 ft. other side	5 ft.; 0 ft. for common walls	5 ft.; 0 ft. for common walls	5 ft. ⁽¹⁾	5 ft. ⁽³⁾	15 ft. ⁽¹⁾⁽⁴⁾	10 ft.; 0ft. for common walls
	Minimum Side Yard, Corner	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft. ⁽³⁾	15 ft.
	Minimum Rear Yard	15 ft. ⁽⁶⁾	10ft.	15ft.	None	10 ft.	10 ft.	25 ft. ⁽³⁾	10 ft.
Maximum Impervious Coverage		65%	70%	70%	80%	70%	80%	75%	75% ⁽⁵⁾
Maximum Building Height		35 ft./2.5 stories	35 ft./2.5 stories	35 ft./2.5 stories	40 ft./3 stories	35 ft./2.5 stories	35 ft./2.5 stories	40 ft./3 stories	2 stories or 40 ft., whichever is less

- (1) Minimum 10 ft. spacing between buildings
- (2) Residential accessory buildings: maximum building height: 15 ft.; side and rear yard: 5 ft.
- (3) Multiple-family (MF) minimum side yard and minimum rear yard adjacent to city of Dripping Springs single family zoning district when MF building is more than 1 story ht.: 45 ft.
- (4) Village condominium, courtyard housing, townhome and multiple-family housing may be accessed by common access drive.
- (5) The gross floor area for each permitted commercial structure shall not exceed 40,000 sq. ft.
- (6) 25' Rear set back adjacent existing Hidden Springs neighborhood boundary. Illustrated in Parcel A on Exhibit B - PD Master Plan

Setback Encroachments and Exceptions-

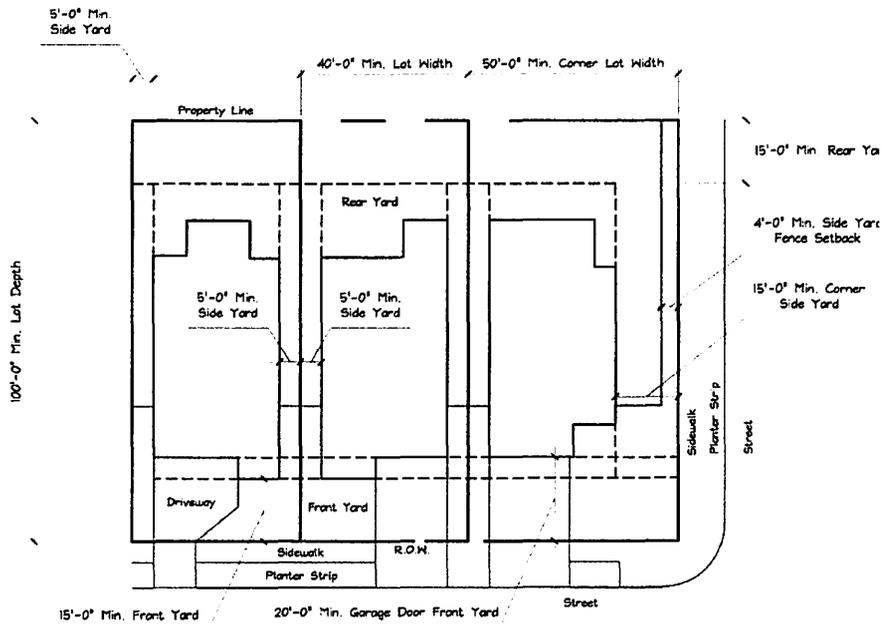
These uses and structures may encroach into a yard or required setback as follows:

Type of structure or use	Residential uses
Air conditioning equipment	Any part of side and rear yard
Arbors and trellises	Any part of yard, at least 5 feet from neighboring property line
Awning, roof overhanging eaves and bay windows	No more than 2 feet into front, side, or rear yard; may overhang over easements
Open deck and covered patios (no enclosed spaces)	No more than 10 feet into rear yard, (only permitted in Garden Home use)



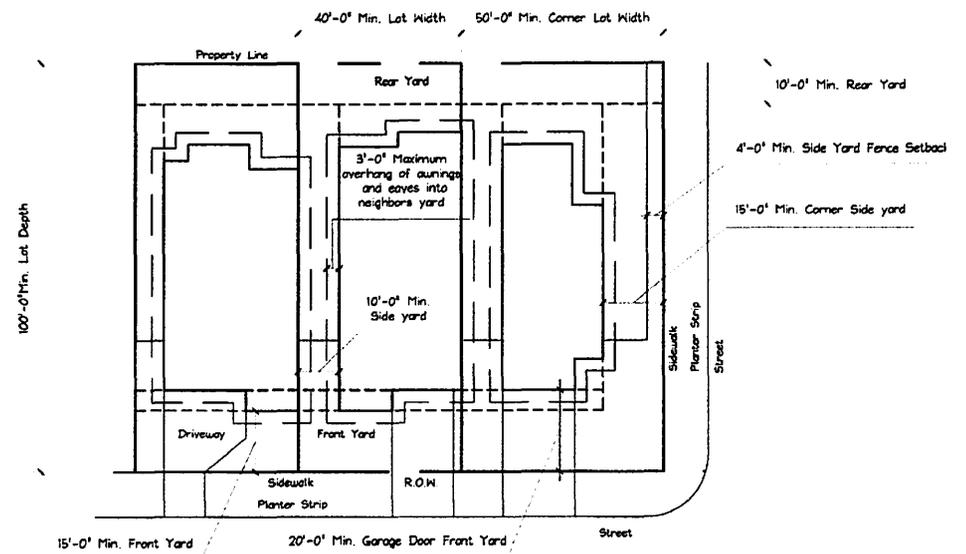
EXHIBIT E - PD DEVELOPMENT STANDARDS

Planned Development District No.5 Heritage Subdivision Dripping Springs, TX 18 April 2016



Single Family Detached

Note: Illustration of PD property improvements are illustrative only. Graphic representation of Development Standards. Refer to Exhibit E

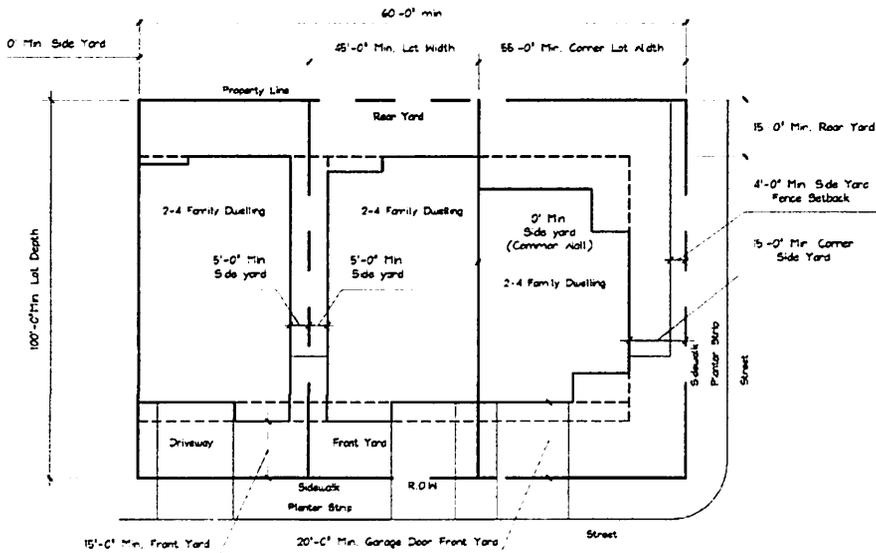


Garden Home

Note: Illustration of PD property improvements are illustrative only. Graphic representation of Development Standards. Refer to Exhibit E

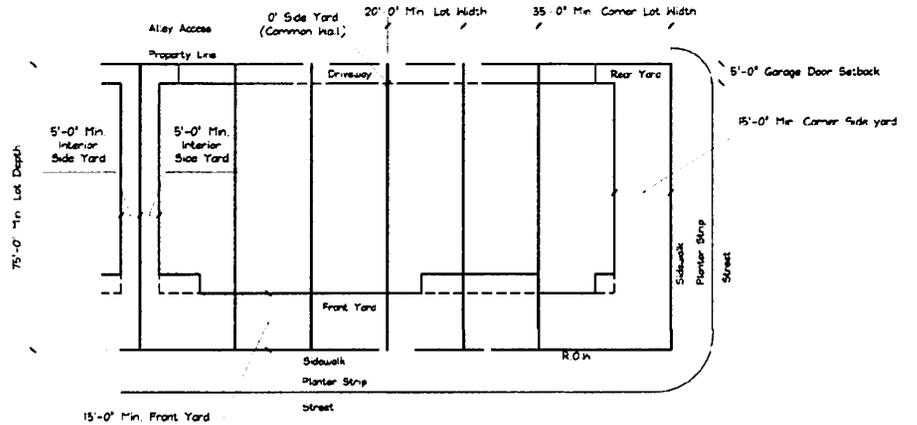
T.B.G. EXHIBIT E - PD DEVELOPMENT STANDARDS - SINGLE FAMILY AND GARDEN HOME USE

Planned Development District No.5 Heritage Subdivision Dripping Springs, TX 18 April 2016



Two to Four Family Dwelling

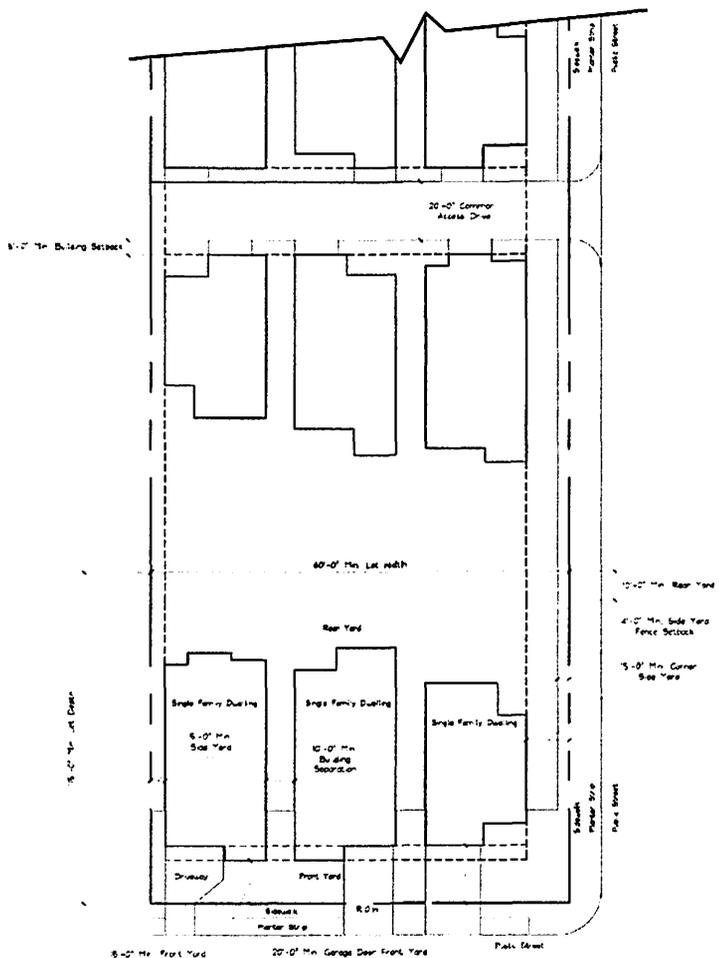
Note: Illustration of PD property improvements are illustrative only. Graphic representation of Development Standards. Refer to Exhibit E



Townhome

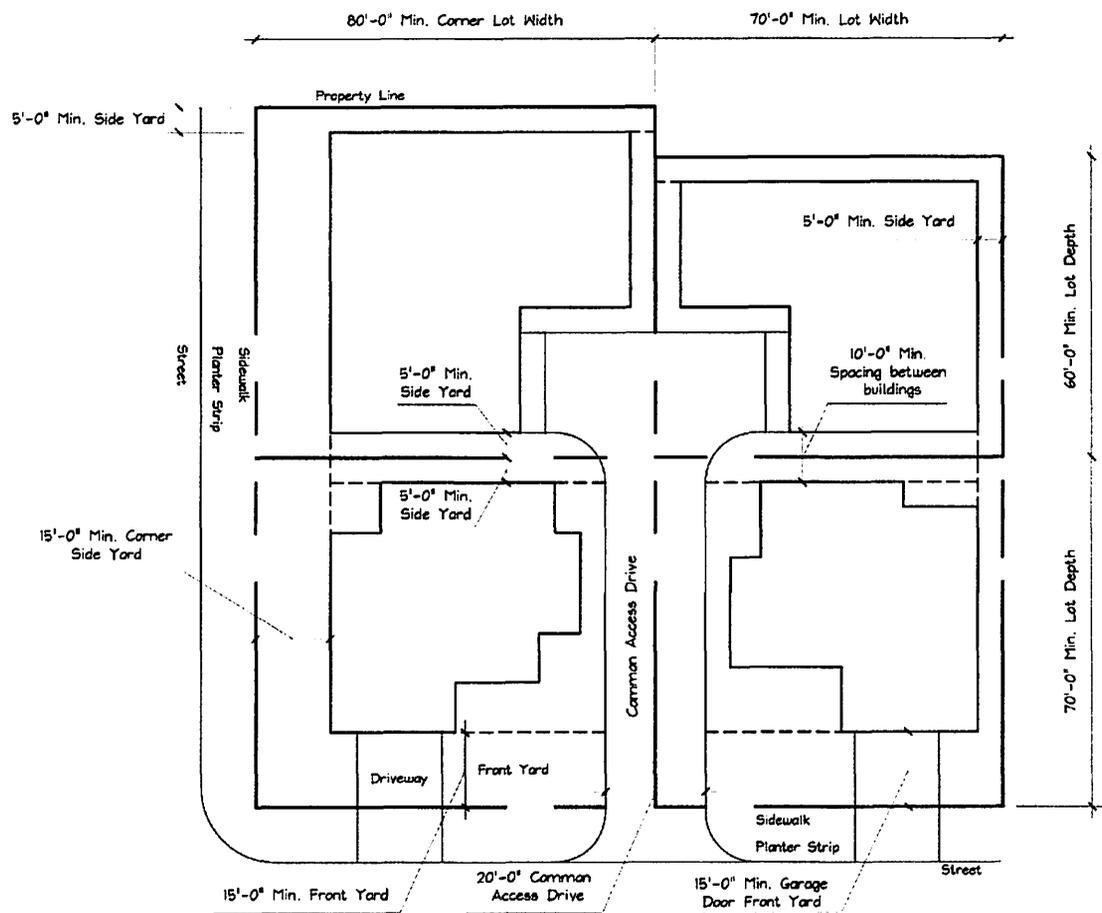
Note: Illustration of PD property improvements are illustrative only. Graphic representation of Development Standards. Refer to Exhibit E

T B G **EXHIBIT E - PD DEVELOPMENT STANDARDS - 2-4 FAMILY DWELLING AND TOWNHOME USE**
 Planned Development District No.5 Heritage Subdivision Dripping Springs, TX 18 April 2016



Village Condominium

Note: Illustration of PD property improvements are illustrative only. Graphic representation of Development Standards. Refer to Exhibit E

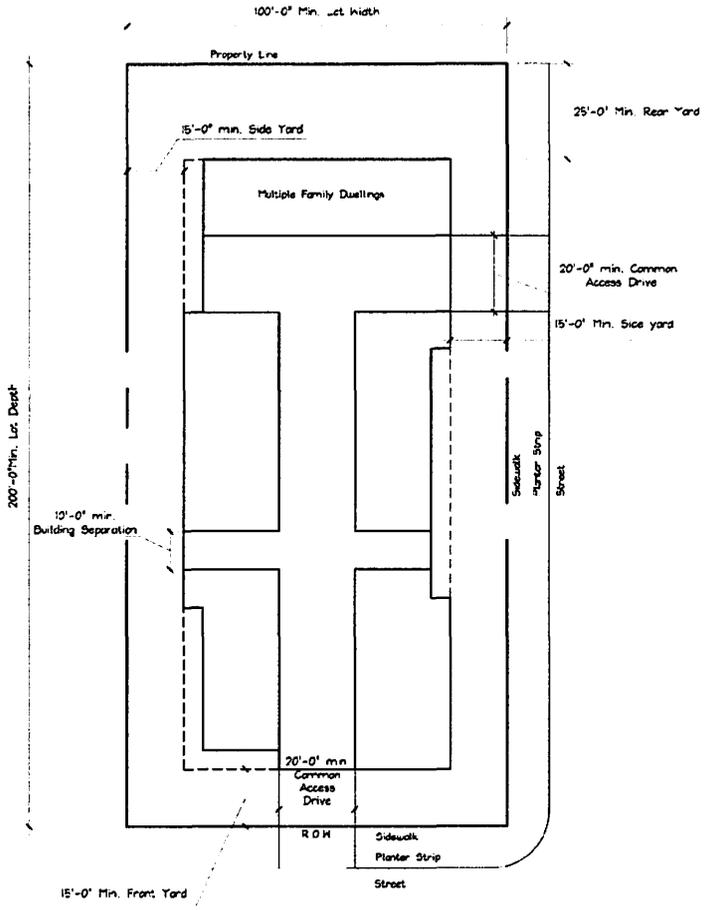


Courtyard Housing

Note: Illustration of PD property improvements are illustrative only. Graphic representation of Development Standards. Refer to Exhibit E

EXHIBIT E - PD DEVELOPMENT STANDARDS - VILLAGE CONDOMINIUM & COURTYARD HOUSING USE

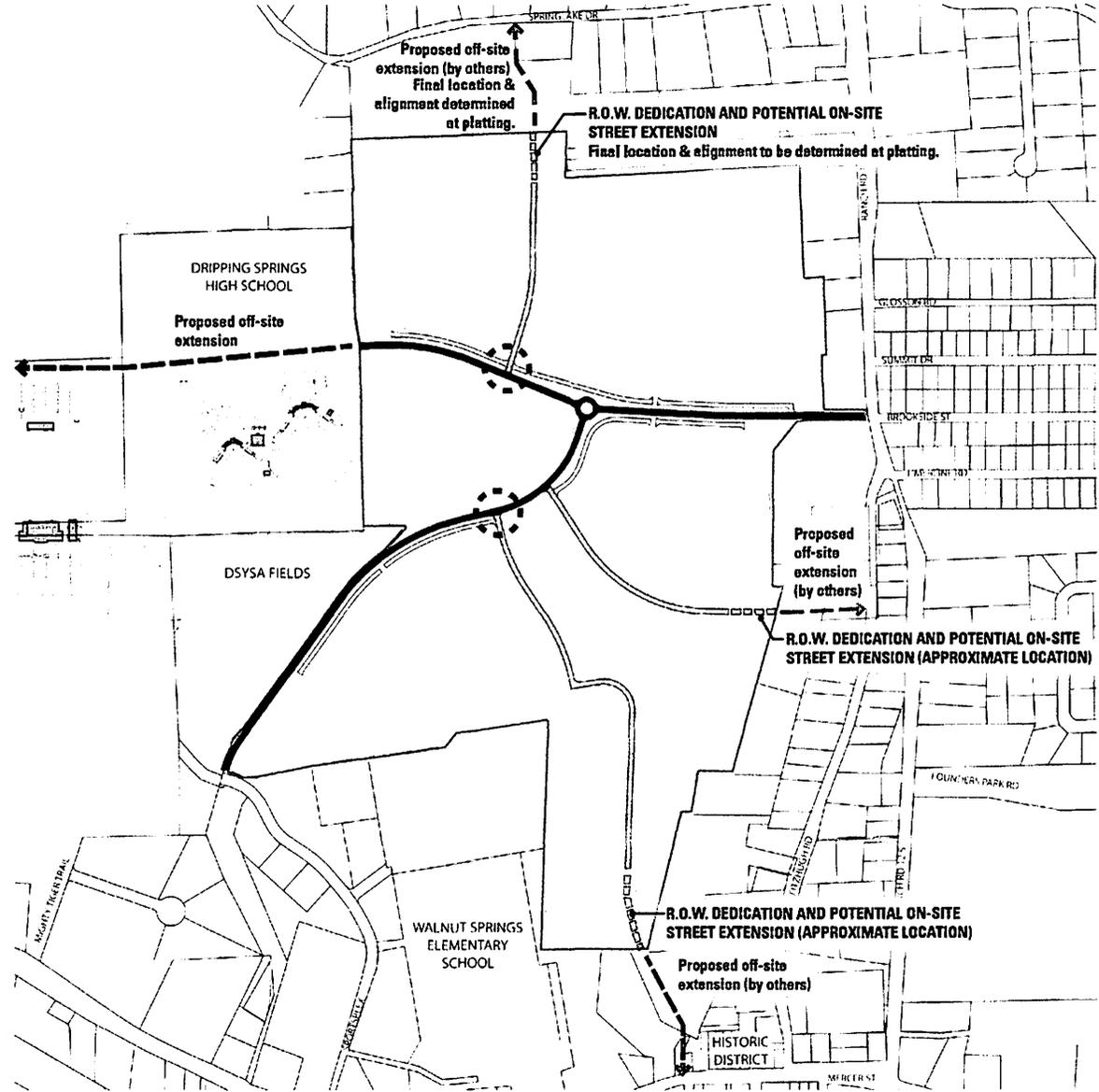
T.B.I.G. Planned Development District No.5 Heritage Subdivision Dripping Springs, TX 18 April 2016



Multiple-Family

Note: Illustration of PD property improvements are illustrative only. Graphic representation of Development Standards. Refer to Exhibit E - PD Use Chart

T B G **EXHIBIT E - PD DEVELOPMENT STANDARDS - MULTIPLE-FAMILY USE**
Planned Development District No.5 Heritage Subdivision Dripping Springs, TX 18 April 2016



PD STREET TYPES

-  MINOR COLLECTOR
-  LOCAL RESIDENTIAL STREET
-  SLIP STREET
-  R.O.W. DEDICATION AND POTENTIAL ON-SITE STREET EXTENSION (APPROXIMATE LOCATION)
-  PROPOSED OFF SITE EXTENSION
-  PEDESTRIAN - ACTIVATED CROSSING AND PEDESTRIAN CROSSWALKS SHALL BE INSTALLED AT TIME OF STREET BUILD OUT (LOCATION DIAGRAMMATIC - TO BE FINALIZED AT TIME OF CONSTRUCTION PLANS)

NOTES:

1. Exact alignment of minor collectors to be determined at Preliminary Plat stage.
2. Locations and alignments of Local Residential, Slip Streets, and Alleys are diagrammatic only and to be determined at Preliminary Plat stage
3. Fiscal may be posted for the proposed north, east and south connectors.

EXHIBIT F - PD STREET STANDARDS - REFERENCE PLAN

Planned Development District No.5 Heritage Subdivision Dripping Springs, TX 10 July 2016

T&B|G City of Dripping Springs Ordinance No. 1225124



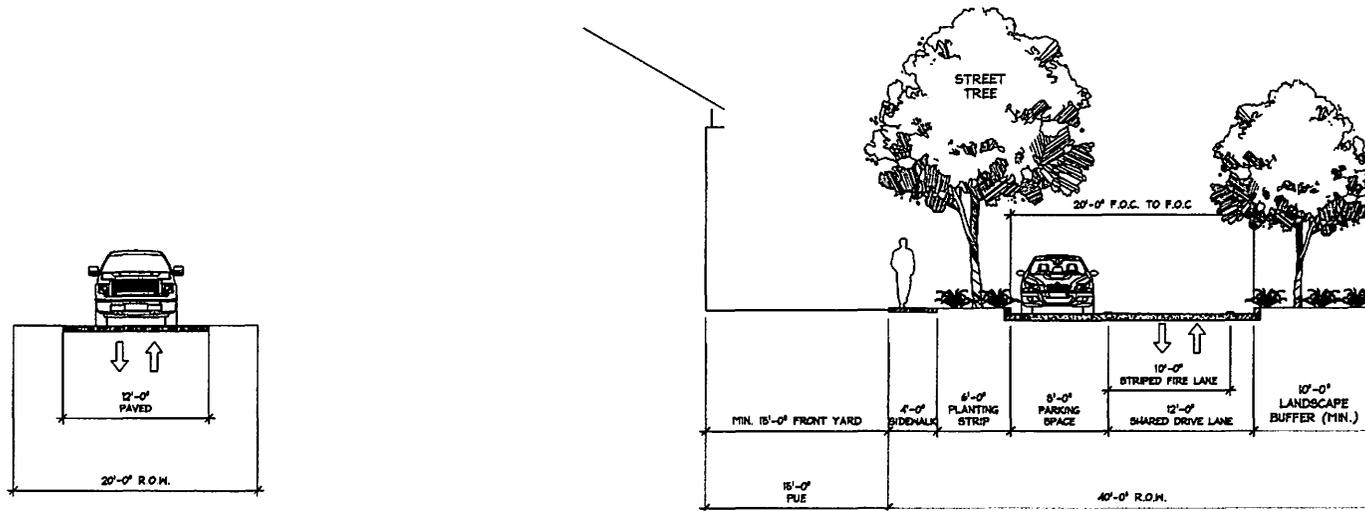
PDD No : Heritage Subdivision Page 14 of 19

PD STREET STANDARDS

	Common Access Drive	Alley	Slip Street	Local Residential Street	Minor Collector
ROW (Right of Way)	None	20'	40' (minimum, may vary)	52'	56'-57'
FOC-FOC (Face-of-Curb to Face-of-Curb)	(No C/G)	(No C/G)	20'	30'	32'
Travel Lanes	2	1	2	2	2
Bike Lanes	-	-	-	-	(2) 5' Lanes
Lane Width	20'	12'	12-20' (includes parking)	10-15' (includes parking)	11'
Design Speed (miles per hour)	5	5	10	20-25	25-30
Driveways Permitted	Yes	Yes	Yes	Yes	Yes
Parking	No	No	One side, closest to residential dwelling	Both sides	No
Planter Strip (measured from FOC)	No	No	6', one side	6', both sides	6', both sides
Sidewalks	No	No	4', one side	5', both sides	5', both sides*

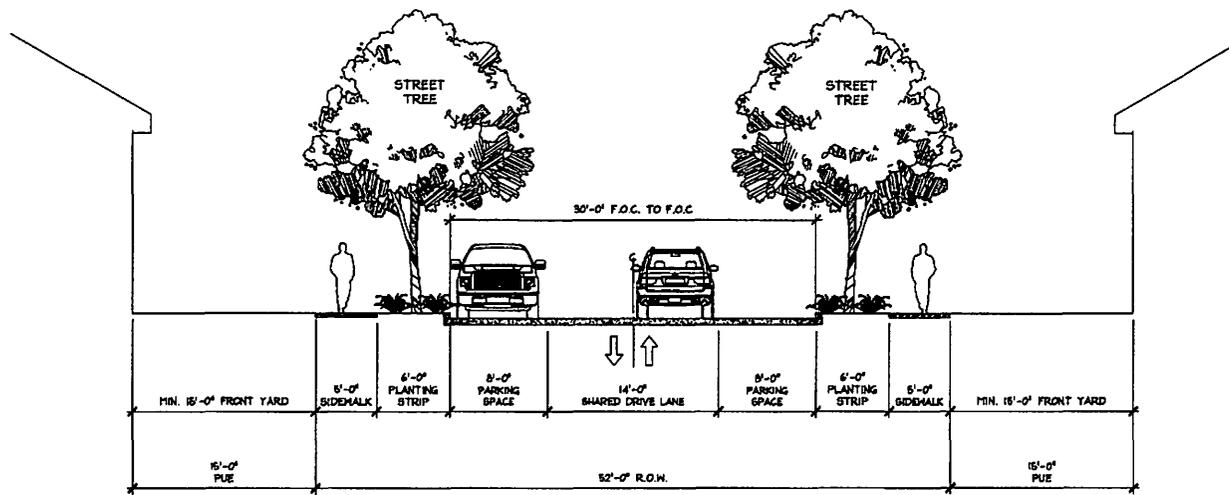
*Note: Refer to Exhibit C - Parks and Trail Plan for location of shared use path/trail instead of sidewalk

T B G **EXHIBIT F - PD STREET STANDARDS - TABLE**
 Planned Development District No.5 Heritage Subdivision Dripping Springs, TX 18 April 2016



ALLEY

SLIP STREET

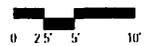


LOCAL RESIDENTIAL STREET

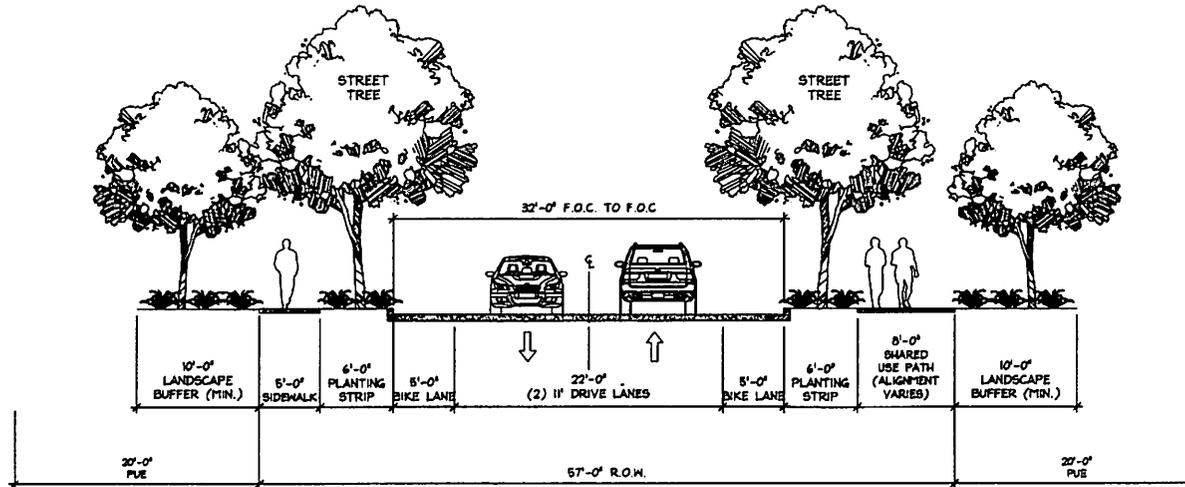
EXHIBIT F - PD STREET STANDARDS - STREET SECTIONS

T.B.G. Planned Development District No.5 Heritage Subdivision Dripping Springs, TX 18 April 2016

City of Dripping Springs Ordinance No. 1259124



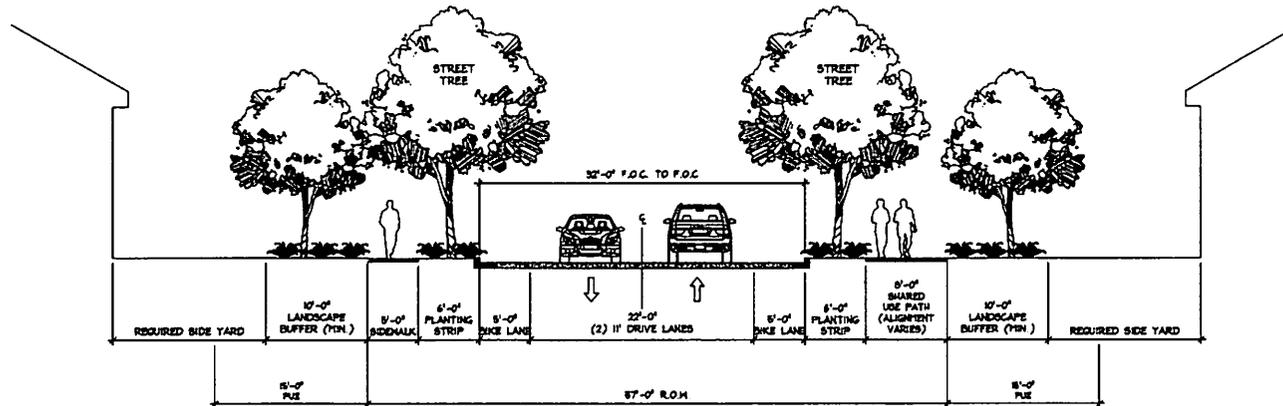
PDD No. : Heritage Subdivision Page 16 of 10



*Note: Turn lanes to be provided as required



MINOR COLLECTOR AT RANCH ROAD 12 ENTRY



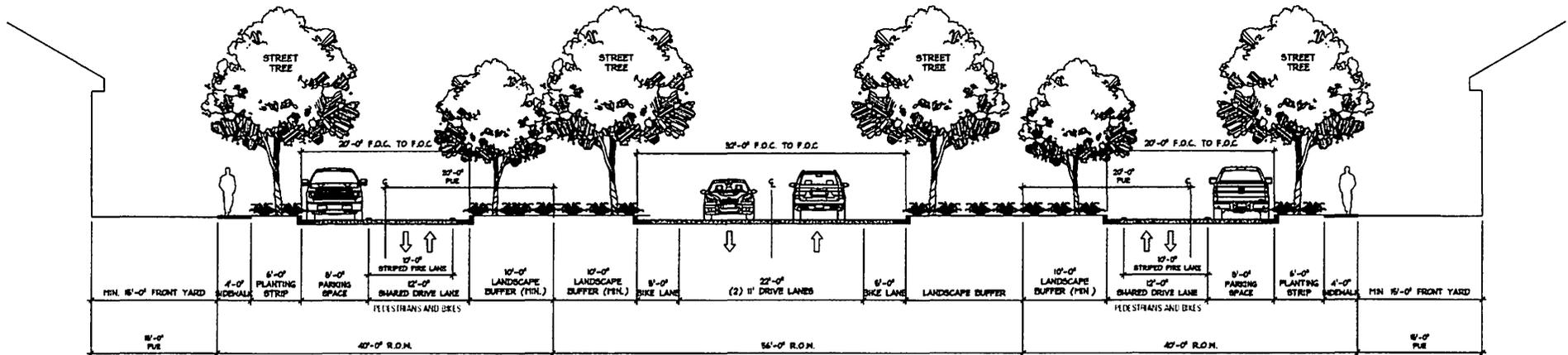
MINOR COLLECTOR & SIDE YARD COMBINATION

EXHIBIT F - PD STREET STANDARDS - STREET SECTIONS

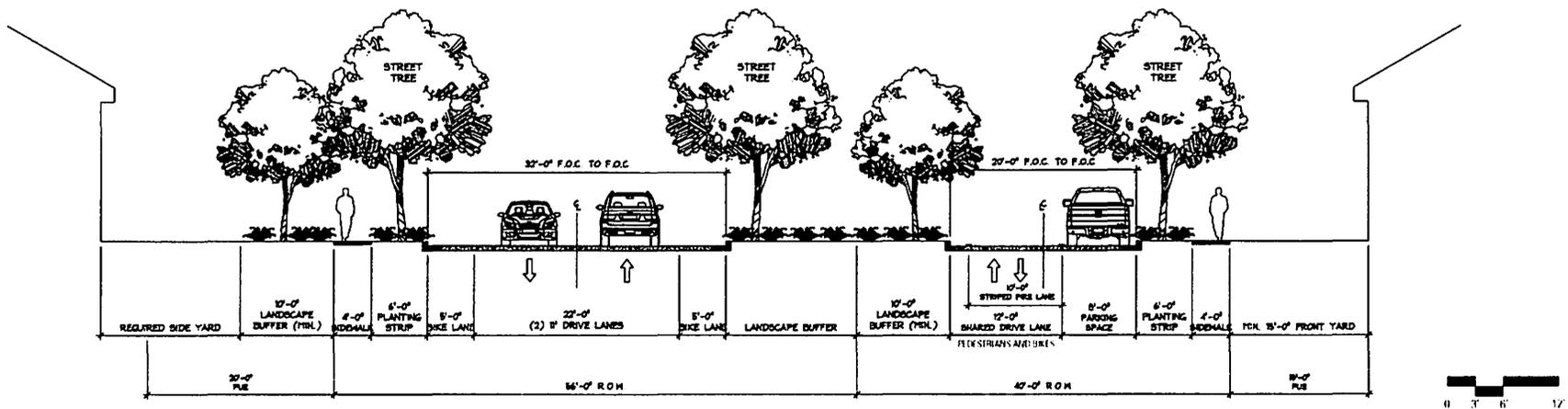
T B G Planned Development District No.5 Heritage Subdivision Dripping Springs, TX 18 April 2016

C. of. of Dripping Springs
Ordinance No. 127124

PCD No. : Heritage Subdivision
Page 5 of 19



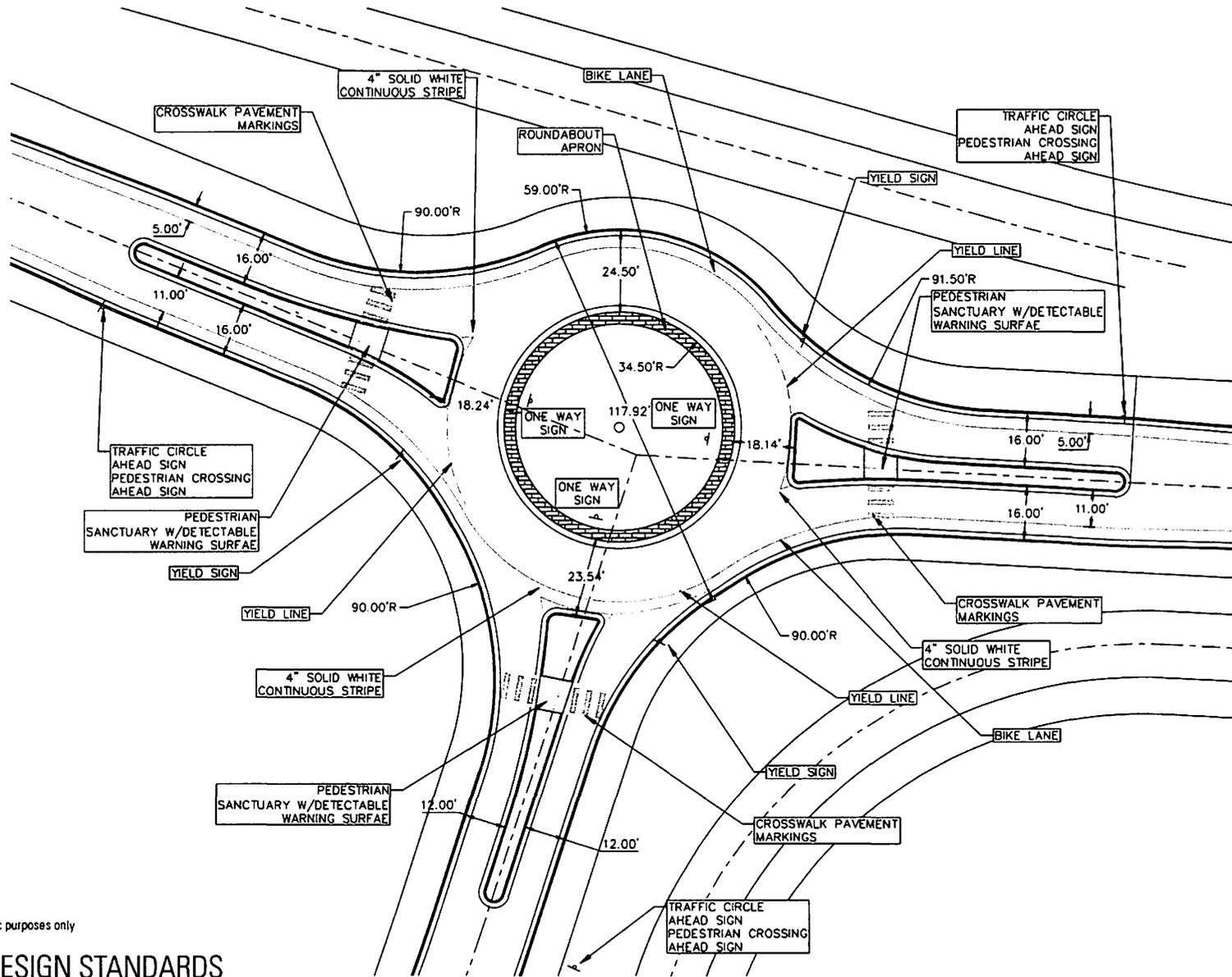
MINOR COLLECTOR & SLIP STREET COMBINATION



MINOR COLLECTOR WITH SLIP STREET & SIDE YARD COMBINATION

EXHIBIT F - PD STREET STANDARDS - STREET SECTIONS

T.B.G. Planned Development District No.5 Heritage Subdivision Dripping Springs, TX 18 April 2016



*Note: Depiction is for diagrammatic purposes only

ROUNABOUT DESIGN STANDARDS

EXHIBIT F - PD STREET STANDARDS - ROUNABOUT DESIGN CONCEPT

T B G Planned Development District No.5 Heritage Subdivision

Dripping Springs, TX

18 April 2016



**HERITAGE SUBDIVISION PLANNED DEVELOPMENT DISTRICT NO. 5
CODE MODIFICATIONS CHART
EXHIBIT G**

WATER QUALITY – Chapter 22, Article 22.05

#	Code Section	Code Requirement	Proposed Requirement	Justification for Modification
1.	22.05.016 Impervious Cover Max	Varies by zoning classification	Maximum overall gross impervious cover, including parkland = 60% Refer to Exhibit E - PD Development Standards	<ul style="list-style-type: none"> To create a project that meets the goals of the Sustainable Places Project that introduces a mix of housing at a variety of sizes and prices. This must be accomplished using a higher impervious cover allowance, organized in compact development areas, while protecting creeks and drainage areas
2.	22.05.017(d) Water Quality Buffer Zones Development	Critical roadway/transportation crossings allowed if limited to the maximum extent feasible	Allow for two permitted roadway crossings and two permitted pedestrian crossings	<ul style="list-style-type: none"> To create a compact and connected community with a development pattern that provides for a quality of life for its residents requires interconnectivity. The drainage system entirely bisects the property (reference Exhibit I – Water Quality Buffers) and thus requires that both roadway and pedestrian crossings be permitted to create a cohesive, connected community.

ZONING ORDINANCE – Chapter 30

#	Code Section	Code Requirement	Proposed Requirement	Justification for Modification
3.	Appendix E (E.1)	Zoning Use Chart	See Exhibit D – PD Uses Chart for additional permitted uses	<ul style="list-style-type: none"> To create a project that meets the goals of the Sustainable Places Project that introduces a mix of housing at a variety of sizes and prices, as well as compatible supporting uses for creation of a compact and connected community, requires a variety of uses beyond those uses permitted in existing Code.
4.	Appendix B – Table I	Summary of Area Regulations – Residential Districts	Modify Area Regulations as shown on Exhibit E – PD Development Standards	<ul style="list-style-type: none"> To create a project that meets the goals of the Sustainable Places Project that introduces a mix of housing at a variety of sizes and prices requires development standards that permit compact and efficient standards than the development standards permitted in existing Code.
5.	30.03.006(c)(2)(E) PDD Master Plan - TIA	Requires TIA submittal with PDD application unless waived by City Council	Provide traffic memo/capacity analysis and defer complete TIA to submittal of first preliminary plat.	<ul style="list-style-type: none"> Traffic memo/capacity analysis will support PD cross sections for the fully developed project. The analysis submitted is to be reviewed by the Transportation Committee.

SIGN ORDINANCE – Chapter 26

#	Code Section	Code Requirement	Proposed Requirement	Justification for Modification
6.	<p>26.06.002 Measurement of Surface Area</p> <p>26.06.003 Setback from ROW</p> <p>26.06.063 Monument Signs for Subdivisions</p>	<p>Only one (1) side of a double faced, v-shape, back to back or other similar type of sign shall be measured to determine the surface area of a sign.</p> <p>All signs and supporting structures shall be a minimum of eight (8) feet back from the street ROW.</p> <p>A-One (1) monument sign shall be permitted at each entrance.</p> <p>B-Maximum sign area shall not exceed thirty-two (32) square feet.</p> <p>C-Maximum height shall not exceed six (6) feet</p>	<p>Free-standing Monument Signs:</p> <ul style="list-style-type: none"> • One sign at Ranch Road 12 project entry and one sign at Sportsplex Drive project entry permitted. • Maximum height of sign wall shall not exceed 8' as measured at the average grade of the road (i.e., a cross section of Ranch Road 12/ Sportsplex Drive as measured at the edge of the pavement). • Sign measurement shall include only the area of the sign letter font. The maximum square footage shall be 60 square feet for each sign face. • Two-sided sign face permitted at Ranch Road 12 and Sportsplex Drive • The maximum height of architectural features and design elements associated with an entry monumentation at RR 12 and Sportsplex entries shall be 15 feet • Signage shall be allowed in the right-of-way. • Reference Exhibit H – PD Signage for permitted monument sign wall – representative character <p>Neighborhood Entry Signs:</p> <ul style="list-style-type: none"> • 1 sign permitted at each discrete project neighborhood entrance • Maximum height of sign wall shall not exceed 6' as measured at the average grade of the adjacent road • Two-sided sign face permitted • Sign measurement shall include only the area of the sign letter font. There is a maximum square footage shall be 30 square feet for each sign face. <p>Project identity markers, as generally depicted on Exhibit 11 -PD Signage, do not count towards sign requirements</p>	<ul style="list-style-type: none"> • The project is constrained by very limited public roadway frontage exposure, limited sight line views into PD property and grade changes, both along both RR 12 frontage and Sportsplex Drive frontage • Sign character in Exhibit 11 – PD Signage depicts the local design vernacular of Dripping Springs

T B G **EXHIBIT G - PD CODE MODIFICATIONS CHART**

City of Dripping Springs
Ordinance No. 1229124

Planned Development District No.5 Heritage Subdivision Dripping Springs, TX 18 April 2016

SUBDIVISION AND DEVELOPMENT ORDINANCE – Chapter 28 – (Includes Exhibit A)

#	Code Section	Code Requirement	Proposed Requirement	Justification for Modification
7.	Exhibit A – 3.13	Lapse of plat approval	The approval of the preliminary plat shall expire twelve (12) months after Commission approval unless: <ol style="list-style-type: none"> 1. A corresponding Final Plat on the land approved on the Preliminary Plat is filed, or 2. An extension is granted by the Commission. 	Allow time for the construction of infrastructure improvements prior to recordation of plats
8.	28.04.018 Cut & Fill	No fill or cut on any building site shall exceed a maximum of six (6) feet of depth	Improvements requiring a site development permit with cut and/or fill above six (6) feet will be held to no more than ten (10) feet of cut and/or fill and must be approved by the City Engineer.	<ul style="list-style-type: none"> • More flexibility is required due to topographic conditions of site
9.	28.02 – Appendix A 11.3.4 Approach Roads & Access	All subdivisions with thirty (30) or more lots must have at least two points of vehicular access	Either a second vehicular access point or an emergency vehicle access point will be provided	Considering the project will be phased in multiple sections and fire code requires two fire access points for developments over 30 lots, we propose that one access be a temporary fire access. This fire access will meet fire code in regards to standard widths, radii and all weathered access. In most circumstances, this fire access will be removed with future section with standard roadways.
10.	11.21.1 Max Block Length (Urban Subdivisions)	Shall not exceed one thousand two hundred (1,200) feet between centerlines of street intersections	1,200 ft max waived for perimeter blocks along internal property boundaries and waterway setbacks unless along a waterway, severe topography, open space or perimeter lots	<ul style="list-style-type: none"> • The configuration of the property is characterized as an infill site with extremely limited public street frontage, as depicted in Exhibit A. Most of the property perimeter abuts private property. • Additionally, the interior of the property is bisected by a lengthy drainage buffer, as depicted in Exhibit I. • Due to these site constraints, boundary blocks along the perimeter of the property and along drainage setbacks require a waiver to the block length standard.
11.	Exhibit A – 11.13.2 Frontage on Residential Collector Streets	Shall not exceed 20%	Frontage requirement waived for minor collector in locations where collector abuts slip streets	<ul style="list-style-type: none"> • Minor collector abutting slip streets provide for a planted landscape buffer between collector street and slip street. Reference Exhibit F – PD Street Standards
12.	Exhibit A - 13.2 Intersecting Streets	Blocks shall not be less than four hundred feet (400') in length	Blocks shall not be less than two hundred feet (200') in length.	<ul style="list-style-type: none"> • A key aspect of the PD is promoting a more village-like development pattern based on public water and wastewater services. • To create a project that meets the goals of the Sustainable Places Project that introduces a mix of housing at a variety of sizes and prices requires a development standards that permit compact and efficient housing than the development standards currently in place in the existing Code. • These proposed standards include more shallow depth lots than the rural lot standards in Dripping Springs Code.

EXHIBIT G - PD CODE MODIFICATIONS CHART

T B G Planned Development District No.5 Heritage Subdivision Dripping Springs, TX 18 April 2016

13.	Exhibit A – 14.6 Minimum Lot Sizes	Identifies minimum lot sizes for City Limits on public water (.75 acre) private well (1 acre)	Refer to Exhibit D – PD Uses Chart and Exhibit E – PD Development Standards	<ul style="list-style-type: none"> The PD uses and minimum lot sizes provide for a variety of uses and compact development pattern that meets the intent of the Sustainable Places Project The minimum lot sizes are predicated on public water and waste water systems that provides for an efficient housing cost allocation To create a project that meets the goals of the Sustainable Places Project that introduces a mix of housing at a variety of sizes and prices for the creation of a compact and connected community requires minimum lot sizes smaller than the rural lots permitted in existing Code.
14.	Exhibit A - 15.1 Sidewalks	Requires min five foot (5') concrete sidewalk on both sides of Collector and Arterial streets without open drainage ditch	<ul style="list-style-type: none"> A minimum of five foot (5') sidewalks will be provided along all Collector streets, except where slip streets provide an alternative pedestrian access in accordance with Exhibit F - PD Street Standards An 8 ft wide shared use path is provided along the Minor Collector and a 8 ft trail is proposed along the north-south route within the PD to provide pedestrian and bicycle mobility within the PD 	<ul style="list-style-type: none"> The shared use path along the Minor Collector and associated slip street and the north-south trail are consistent with the regional pedestrian trail system in the City Trails Master Plan Refer to Exhibit C – PD Parks and Trail Plan Sidewalks and/or trails are provided for on all street types proposed in the PD In locations where minor collector and slip street parallel one another, sidewalks and/or trails have been consolidated to eliminate redundancy
15.	Exhibit A - 20.1.3(g)	Both sides of street in both residential and non-residential developments utilizing curb (not open ditch drainage). Required in conjunction with sewer line installation	<ul style="list-style-type: none"> Sidewalks and/or trails provided on both sides of streets within PD in accordance with Exhibit F – PD Street Standards. Sidewalks and/or trails to be constructed by the home builder at the time of home construction. 	<ul style="list-style-type: none"> PD street and sidewalk requirements are consistent with the pedestrian connectivity goals of the Sustainable Places Project
16.	Exhibit A – 30.2 Performance Guarantees	Required for public improvements	No performance guarantees will be required for public improvements to be owned and maintained by the Dripping Springs Water Supply corporation or improvements by the PID	Performance standards will be provided to owner/user of public improvements.
17.	Exhibit A – 30.13.2 Building Permits and Certificates of Occupancy	Requires two points of emergency access for Building Official to release at least 10% of the residential units.	Two points of emergency access required with the construction of more than 30 residential units.	<ul style="list-style-type: none"> Meets Fire Code International Fire Code.

T B G **EXHIBIT G - PD CODE MODIFICATIONS CHART**

Planned Development District No.5 Heritage Subdivision Dripping Springs, TX 18 April 2016

City of Dripping Springs
Ordinance No. 1229114

18.	Exhibit A – 11.16 Intersecting Streets	Intersecting, undivided streets with centerline offsets of less than 150 feet shall be avoided	Intersecting, undivided streets with centerline offsets shall be less than 125 feet.	<ul style="list-style-type: none"> Proposed 125ft standard is consistent with street standards in other Central Texas cities promoting a compact development pattern Proposed standard is consistent with the development character depicted in the Sustainable Places Project illustrative master plan Proposed lower design speeds of PD streets are intended to promote connectivity and sense of community within the PD
19.	Exhibit A – 12.2.3(e) [12.1.3] General Alley Design Standards	Alley intersections shall be perpendicular and at a 90 degree angle.	Alley intersections shall not be less than 80 degree nor more than 110 degrees with a 15 foot cut off at the intersection.	<ul style="list-style-type: none"> Proposed alley design standards are consistent with other Central Texas subdivision standards and national standards Proposed alley design standards will consistent with the street and alley development pattern shown in the Sustainable Places Project Proposed alley design standards are appropriate for topographic constraints, the modified grid street pattern and provide for adequate vehicular movement
20.	Exhibit A – 12.2.1 Easements	The minimum width of City utility easements shall be twenty feet (20').	Except for Minor Collector where the minimum width of City utility easements is 20', the minimum width of City utility easements shall be fifteen feet (15') as shown in Exhibit F – PD Street Standards.	<ul style="list-style-type: none"> To create a compact and connected community that provides for a quality of life for its residents. Signoff received from PFC & DSWSC
21.	Exhibit A- 12.2.4 Easements	A minimum of twenty foot (20') wide utility easements shall be provided along the front of all lots.	Except for Minor Collector where the minimum width of City utility easements is 20', the minimum width of City utility easements shall be fifteen feet (15') as shown in Exhibit F – PD Street Standards.	<ul style="list-style-type: none"> To create a compact and connected community that provides for a quality of life for its residents Signoff received from PFC
22.	Exhibit A – 15.2 Sidewalk Specs	Sidewalk specifications shall be constructed one foot (1') away from ROW at least five foot (5') away from street curb	Sidewalk specifications shall be constructed as shown on Exhibit F – Street Standards.	<ul style="list-style-type: none"> To separate pedestrian circulation from auto circulation To design streets that meet the livable character of the Sustainable Places Project To create a street character that provides for street trees, lawns and/or landscaping between the street and sidewalk
23.	Exhibit A- 16.1	Minimum building lines	Minimum building lines as shown on Exhibit E – PD Development Standards.	<ul style="list-style-type: none"> To create a more compact development pattern based on public water and wastewater services within this infill site than is provided in the historically rural Dripping Springs Code. To create a compact and connected community that provides for a quality of life for its residents that is consistent with housing placement goals of the Sustainable Places Project
24.	Exhibit A- 24.6 Driveway Connections	Driveways shall be no closer than fifty feet (50') to an intersecting street as measured from intersecting street's end of curb radius.	If the lot is less than 60 ft in width, then the driveway must be placed as close as possible to the property line opposite the intersecting street right of way line. Driveway locations on lots narrower than 60 ft wide	<ul style="list-style-type: none"> To ensure driveway access to all lots To provide flexibility while ensuring maximum driveway distance from intersections

T.B.G. EXHIBIT G - PD CODE MODIFICATIONS CHART

Planned Development District No.5 Heritage Subdivision Dripping Springs, TX 18 April 2016

City of Dripping Springs
Ordinance No. 1229124

PCD No. : Heritage Subdivision
Page 11 of 19

TCSS

#	Code Section	Code Requirement	Proposed Requirement	Justification for Modification
25.	TCSS Section 2.3.2. Hays County Subdivision and Dev. Regs.	The road standards for the City of Dripping Springs, TX will be governed by Table 7.3. Summary of Hays County Road Standards.	Street Standards will be per Exhibit F – PD Street Standards	The proposed street standards are more appropriate for a more urban/ dense development.
26.	TCSS Section 2.3.2 Hays County Subdivision and Dev. Regs Table 7.3 Design Speed	Minor Collector = 35 mph Alley = N/A Slip Street = N/A	Street Standards will be per Exhibit F – PD Street Standards: Minor Collector = 30 mph Alley = 25 mph Slip Street = 25 mph	Enhances transportation safety related to a more dense development.
27.	TCSS Section 2.3.2. Hays County Subdivision and Dev. Regs Table 7.3 Minimum Centerline Radius	Local = 200 feet Minor Collector = 375 feet Slip Street = N/A	Street Standards will be per Exhibit F – PD Street Standards Local = 180 feet Minor Collector = 300 feet Slip Street = 180 feet	Complies with AASHTO standards to proposed design speeds.
28.	TCSS Section 2.3.2. Hays County Subdivision and Dev. Regs. Table 7.3 Minimum Tangent Length	Local Street = 100 feet Major Collector = 300 feet Minor Arterial = 500 feet	Street Standards will be per Exhibit F – PD Street Standards: Local Street = 50 feet Major Collector = 150 feet Minor Arterial = 200 feet	Complies with proposed design speeds.



EXHIBIT G - PD CODE MODIFICATIONS CHART

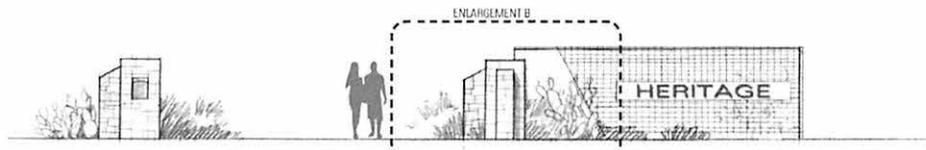
Planned Development District No.5 Heritage Subdivision Dripping Springs, TX 18 April 2016

LANDSCAPING AND TREE ORDINANCE –Chapter 28.06

#	Code Section	Code Requirement	Proposed Requirement	Justification for Modification
29.	28.06.052 Landscape Buffer	Landscape buffer widths for PDs are designated as "Varies"	Landscape buffer widths for PD minor collector street shall comply the minor collector landscape buffer depicted in Exhibit F – PD Street Standards	<ul style="list-style-type: none"> The PD minor collector is intended to serve the PD as a low speed, primary street that includes a landscape buffer between the street curb and slip street The minor collector is intended to be an attractive streetscape that encourages pedestrian and bicycle circulation within the PD and connecting the PD with the City's regional street and trail network
30.	28.06.051 Street Trees	Residential street tree requirements are based on zoning designation	<p>No. of Required Trees in PD based on Exhibit D – PD Uses Chart. Required street trees shall apply to tree mitigation requirements.</p> <ul style="list-style-type: none"> Single family detached, garden home and townhome uses = 2 required trees 2-4 family dwelling, village condominium and multiple-family = 1 required tree per 35 feet of linear landscape street frontage, i.e., frontage that is not driveway or other impervious cover Shade trees shall be 3 inch DBH 	<ul style="list-style-type: none"> PUD zoning does not specify specific street tree requirements Street trees planted closer than 30 feet is not conducive to tree health, i.e., poor air circulation, poor sun exposure and compacted root systems Mass plantings of 3-inch trees are better able to withstand the rigors of transplanting in Central Texas compared to 4-inch trees
31.	28.06.059 Tree Preservation	Healthy designated class I and II trees shall be replaced at a ratio of 1:1, or cash-in-lieu may be paid to the city, the amount equal to the cost of nursery stock required to replace the caliper amounts lost and the cost of installation on a per-unit basis, not to exceed one hundred dollars (\$100.00) per caliper inch or six thousand dollars (\$6,000.00) per acre (prorated for sites of more or less than one acre) for the entire site. Trees identified as distressed shall not be included in tree preservation requirements evaluation	<p>Healthy designated class I and II trees shall be replaced at a ratio of 1:1 for a eight inch (8") tree or larger</p> <p>Or</p> <ul style="list-style-type: none"> Replace the caliper amounts lost on a per unit basis, not to exceed one hundred dollars (\$100.00) per caliper inch or six thousand dollars (\$6,000) based upon the disturbed area of Class I and II trees. Two (2) three inch (3") trees will be planted per residential lot instead of one (1) unless the lot has existing trees and then the tree will be planted in the back yard or the ROW adjacent to the lot or in green space throughout the project. Full tree survey to be submitted with each preliminary plat. 	<ul style="list-style-type: none"> The tree preservation requirements set forth in Code are cost prohibitive within a PD of this scale that is conforming with the compact development pattern that is promoted in the Sustainable Places Project The tree preservation requirements set forth in Code are appropriate for small sites and rural and suburban development pattern subdivisions.

T B G **EXHIBIT G - PD CODE MODIFICATIONS CHART**

Planned Development District No.5 Heritage Subdivision Dripping Springs, TX 18 April 2016



STONE MARKER - AN ARCHITECTURAL ELEMENT WITH THE POTENTIAL TO CREATE A BORDER ALONG LANDSCAPE EDGES, LIGHT PATHWAYS, SUPPORT SIGNAGE, AND CREATE A RECOGNIZABLE HUMAN SCALED LANDMARK

STUDY 1 - WELDED WIRE MESH SCREEN, PLANTING LAYERS, BACKLIT LETTERING, DOUBLE-SIDED SIGN



STONE MARKER

STUDY 2 - RUSTIC STACKED STONE WALL, RAISED LETTERING, INTERNALLY ILLUMINATED, DOUBLE-SIDED SIGN



STONE MARKER

STUDY 3 - WEATHERED STEEL BLADE WALL, INSET LETTERING, DOUBLE-SIDED SIGN



STONE MARKER

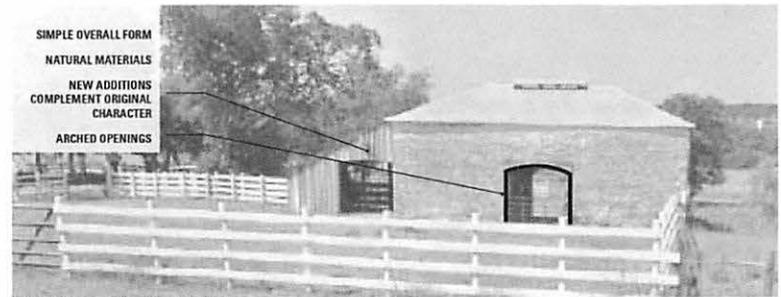
STUDY 4 - WEATHERED STEEL GABION, RECLAIMED LOGS FROM SITE, RAISED LETTERING, DOUBLE-SIDED SIGN



STONE MARKER

STUDY 5 - LARGE FLAGSTONE, NARROW JOINTS, RAISED PIN LETTERING, DOUBLE-SIDED SIGN

NOTE: SIGNS MAY BE LOCATED IN STREET R.O.W.
MAX. 15' HEIGHT FOR ARCHITECTURAL FEATURES (FREESTANDING OR ATTACHED TO SIGN WALL)

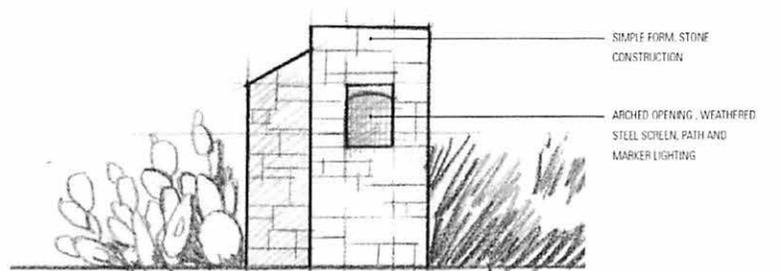


SIMPLE OVERALL FORM
NATURAL MATERIALS
NEW ADDITIONS COMPLEMENT ORIGINAL CHARACTER
ARCHED OPENINGS

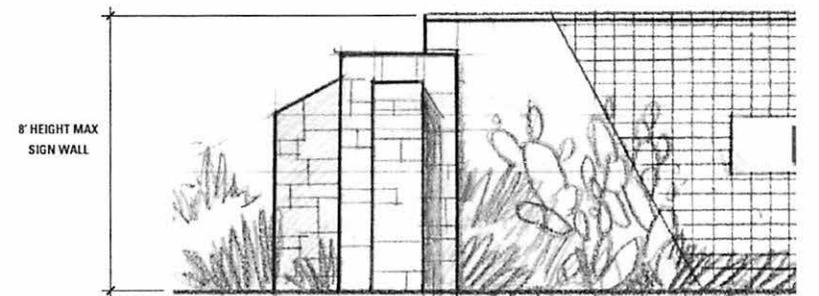
A.A. ELSNER HOUSE / BARN, DRIPPING SPRINGS

PRECEDENT FOR MATERIALS, FORM, AND DESIGN ELEMENTS

THIS IS ONE EXAMPLE OF DISTINCTIVE HISTORIC ARCHITECTURE IN DRIPPING SPRINGS. THE ORIGINAL PART OF THE BARN IS THE HEAVY SOLID LIMESTONE CLADDING AND SPECIAL ARCHED OPENINGS. OVER TIME ADDITIONS WERE LAYERED ONTO THE ORIGINAL BUILDING, SUCH AS THE WOOD SHED TO THE LEFT IN IMAGE. EVEN NEW ADDITIONS COMPLEMENT THE ORIGINAL FORM WITH THE ARCHED OPENING, AND WOOD SIDING CONSTRUCTION. THE SIMPLE FORM, RELATIONSHIP OF NEW AN OLD, AND OVERALL CHARACTER AND MATERIALS ARE ALL POINTS OF INSPIRATION TO HELP HERITAGE CONTRIBUTE TO A GREATER SENSE OF COMMUNITY IDENTITY.



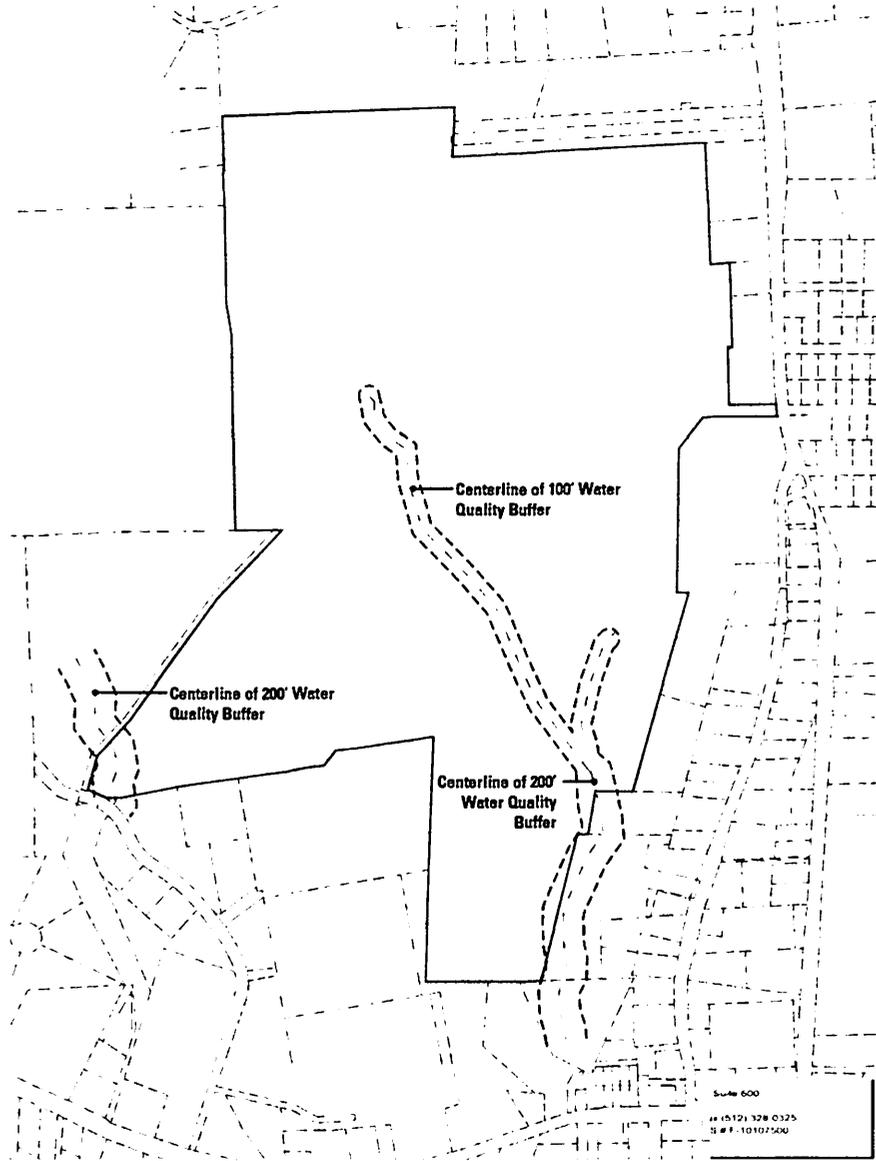
ENLARGEMENT A - LIGHTED STONE MARKER



ENLARGEMENT B - PARTIAL MONUMENT SIGN WALL

TBG EXHIBIT H - PD SIGNAGE - PERMITTED MONUMENT SIGN WALL - REPRESENTATIVE CHARACTER

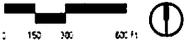
Planned Development District No.5 Heritage Subdivision • Dripping Springs, TX • 18 April 2016



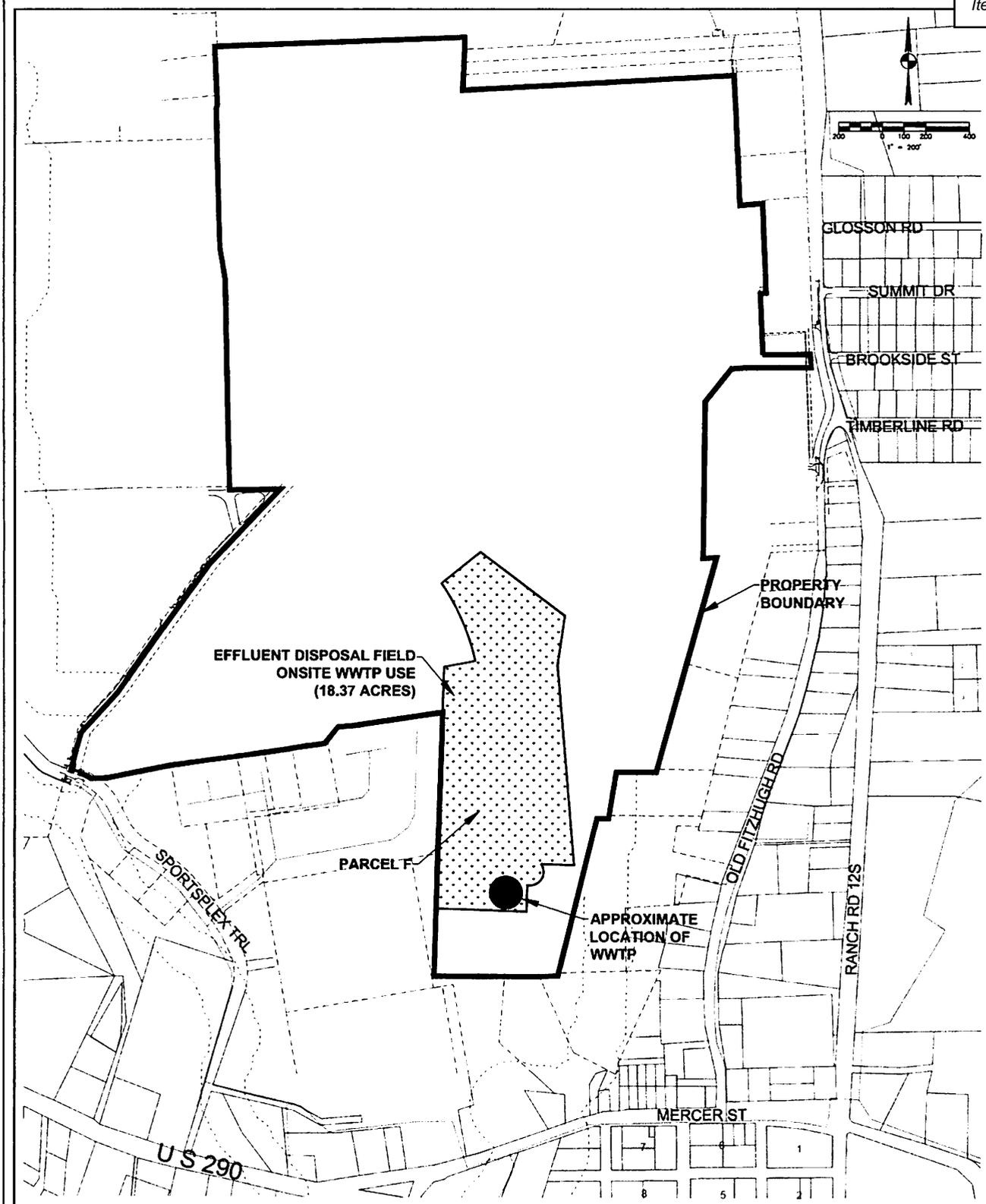
NOTE:
The buffers are to be verified with the final design with an on ground survey

T B G **EXHIBIT I - WATER QUALITY BUFFER ZONES**
Planned Development District No.5 Heritage Subdivision Dripping Springs, TX 18 April 2016

City of Dripping Springs
Ordinance No. 1-2011-13



PCD No. : Heritage Subdivision
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LEGEND

	PROPERTY BOUNDARY
	EX. WASTEWATER LINE
	PROPOSED WASTEWATER TREATMENT PLANT
	PROPOSED EFFLUENT DISPOSAL SYSTEM

NOTE:
1. LOCATIONS OF IMPROVEMENTS ARE SUBJECT TO CHANGE BASED ON FINAL DESIGN

EXHIBIT K	DRAWN BY: KS	HERITAGE MPC DRIPPING SPRINGS, TX	APPROXIMATE LOCATION OF ON-SITE WASTEWATER TREATMENT PLANT AND EFFLUENT DISPOSAL FIELD	<p>221 West 50th Street, Suite 1000 Austin, Texas 78751 Tel: (512) 326-4111 Fax: (512) 326-4321 http://www.stantec.com</p>
	DESIGNED BY: SN			
	LA: GC SN	STRATFORD LAND		
	PROJECT NO: 223010211			



HERITAGE PUBLIC IMPROVEMENT DISTRICT
PRELIMINARY SERVICE AND ASSESSMENT PLAN



What is a Service and Assessment Plan?

- Details improvements eligible to be funded by District
- Determines the assessment per parcel
- Provides methodology for allocating assessments when property is subdivided
- Includes an assessment roll which lists the amount of assessment on each parcel within the District
- Recorded in the real property records
- Updated annually

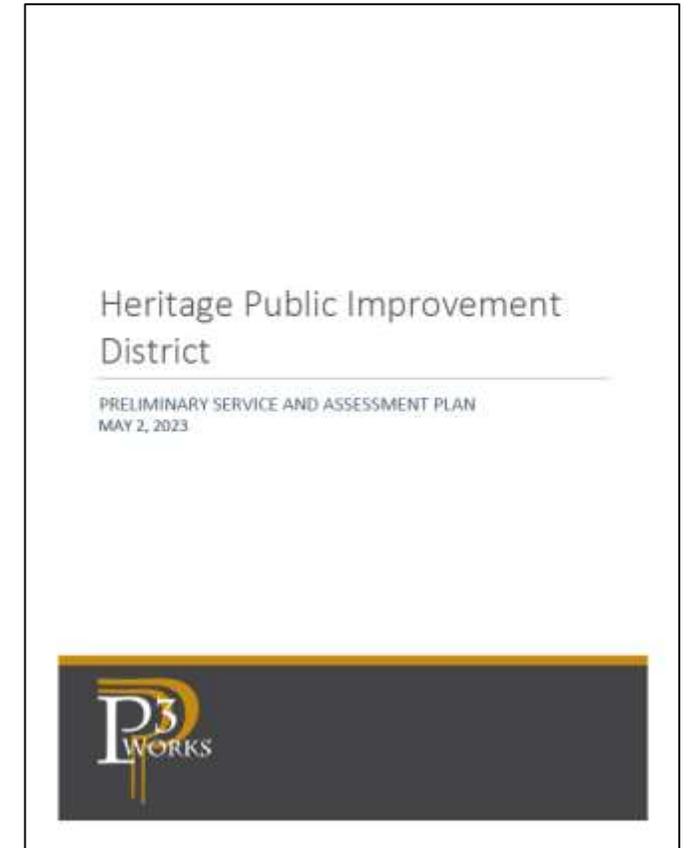


EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

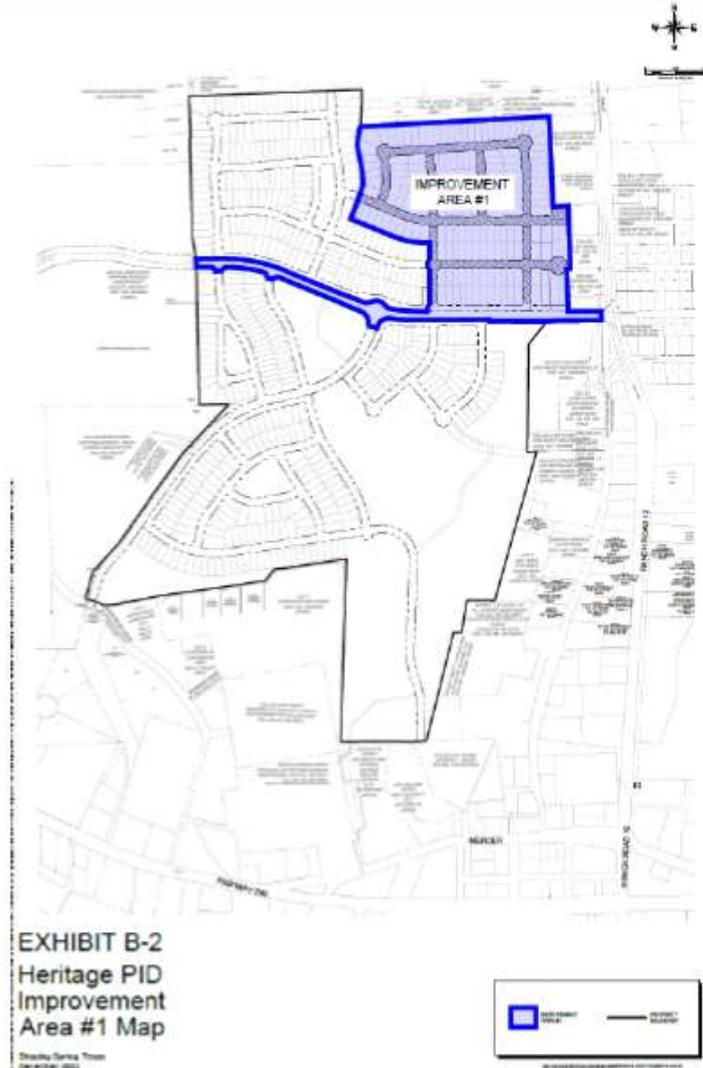


EXHIBIT B-2
Heritage PID
Improvement
Area #1 Map

Shelby Spring, Texas
DECEMBER 2022

EXHIBIT B-3 – FUTURE IMPROVEMENT AREAS BOUNDARY MAP

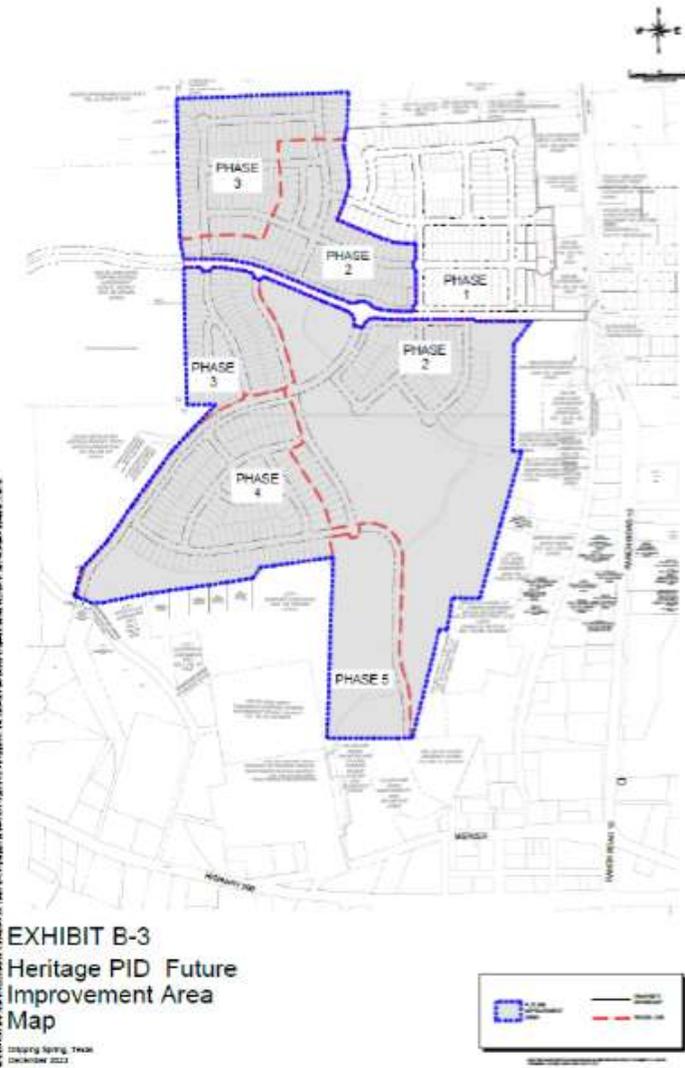


EXHIBIT B-3
Heritage PID Future
Improvement Area
Map

Shelby Spring, Texas
DECEMBER 2022

EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs [a]	Improvement Area #1		Future Improvement Areas	
		%	Cost	%	Cost
Major Improvements [b]					
Roadway [c]	\$ 6,087,311	25.61%	\$ 1,559,137	74.39%	\$ 4,528,174
Drainage	3,131,151	25.61%	801,979	74.39%	2,329,172
Trails and Landscaping	541,982	25.61%	138,817	74.39%	403,165
Soft Costs	1,561,671	25.61%	399,989	74.39%	1,161,682
	<u>\$ 11,322,115</u>		<u>\$ 2,899,923</u>		<u>\$ 8,422,192</u>
Improvement Area #1 Improvements					
Roadway [c]	\$ 1,220,992	100.00%	\$ 1,220,992	0.00%	\$ -
Drainage	645,408	100.00%	645,408	0.00%	-
Wastewater	1,644,140	100.00%	1,644,140	0.00%	-
Landscaping	833,737	100.00%	833,737	0.00%	-
Soft Costs	695,084	100.00%	695,084	0.00%	-
	<u>\$ 5,039,361</u>		<u>\$ 5,039,361</u>		<u>\$ -</u>
Bond Issuance Costs [d]					
Debt Service Reserve Fund	\$ 507,696		\$ 507,696		\$ -
Capitalized Interest	-		-		-
Underwriter Discount	176,075		176,075		-
Cost of Issuance	529,229		529,229		-
	<u>\$ 1,213,000</u>		<u>\$ 1,213,000</u>		<u>\$ -</u>
Administrative Reserves[d]					
First Year Annual Collection Costs	\$ 40,000		\$ 40,000		\$ -
	<u>\$ 40,000</u>		<u>\$ 40,000</u>		<u>\$ -</u>
Total	\$ 17,614,476		\$ 9,192,284		\$ 8,422,192

Notes:

[a] Costs were determined by the Engineer's Report prepared by Kimley Horn dated April 20, 2023.

[b] Major Improvements are allocated between Improvement Area #1 and the Future Improvement Areas on a pro rata basis based on Estimated Buildout Value as shown on Exhibit L.

[c] Includes grading, erosion control, street lights, crosswalks, traffic signs, retaining walls and mobilization.

[d] If PID Bonds are issued to finance Authorized Improvements allocable to the Future Improvement Areas, Bond Issuance Costs and Administrative Reserves associated with those PID Bonds will be determined at the time of such issuance.

ENGINEERING REPORT

**Heritage
Public Improvement District**

Dripping Springs, Texas

April 20, 2023

Prepared for:
City of Dripping Springs

Prepared by:
Kimley»Horn

10814 Jollyville Road
Avallon IV, Suite 200
Austin, Texas 78759

Job No. 069291601
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TBPE Firm #928



EXHIBIT E – SOURCES AND USES

	Improvement Area #1	Future Improvement Areas
Sources of Funds		
Improvement Area #1 PID Bond Par	\$ 7,043,000	\$ -
Owner Contribution [a]	2,149,284	8,422,192
Total Sources	\$ 9,192,284	\$ 8,422,192
Uses of Funds		
Major Improvements	\$ 2,899,923	\$ 8,422,192
Improvement Area #1 Improvements	5,039,361	-
	\$ 7,939,284	\$ 8,422,192
<i>Bond Issuance Costs [b]</i>		
Debt Service Reserve Fund	\$ 507,696	\$ -
Capitalized Interest	-	-
Underwriter Discount	176,075	-
Cost of Issuance	529,229	-
	\$ 1,213,000	\$ -
<i>Administrative Reserves [b]</i>		
First Year Annual Collection Costs	\$ 40,000	\$ -
	\$ 40,000	\$ -
Total Uses	\$ 9,192,284	\$ 8,422,192

[a] Not subject to reimbursement with Improvement Area #1 Bonds. The Owner contribution associated with the Future Improvement Area may be partially or fully subject to reimbursement if Assessments are levied and/or PID Bonds are issued to finance those Major Improvements allocable to the Future Improvement Areas.

[b] If PID Bonds are issued to finance Authorized Improvements allocable to the Future Improvement Areas, Bond Issuance Costs and Administrative Reserves associated with those PID Bonds will be determined at the time of such issuance.

EXHIBIT F – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Parcel ID	Legal Description	Property Address	Lot Type	Improvement Area #1	
				Outstanding Assessment	Annual Installment Due 1/31/2024
R186658	HERITAGE DRIPPING SPRINGS PH1, ACRES 12.432, ROW: INTERNAL ROADS	RR12	Non-Benefited	\$ -	\$ -
R186659	HERITAGE DRIPPING SPRINGS PH1, BLOCK A, Lot 1	187 DARLEY OAK DR	3	\$ 47,408.45	\$ 3,914.81
R186660	HERITAGE DRIPPING SPRINGS PH1, BLOCK A, Lot 2	177 DARLEY OAK DR	3	\$ 47,408.45	\$ 3,914.81
R186661	HERITAGE DRIPPING SPRINGS PH1, BLOCK A, Lot 3	167 DARLEY OAK DR	3	\$ 47,408.45	\$ 3,914.81
R186662	HERITAGE DRIPPING SPRINGS PH1, BLOCK A, Lot 4	155 DARLEY OAK DR	3	\$ 47,408.45	\$ 3,914.81
R186663	HERITAGE DRIPPING SPRINGS PH1, BLOCK A, Lot 5	1461 N ROGER HANKS PKWY	3	\$ 47,408.45	\$ 3,914.81
R186664	HERITAGE DRIPPING SPRINGS PH1, BLOCK A, Lot 6	1449 N ROGER HANKS PKWY	3	\$ 47,408.45	\$ 3,914.81
R186665	HERITAGE DRIPPING SPRINGS PH1, BLOCK A, Lot 7	1437 N ROGER HANKS PKWY	3	\$ 47,408.45	\$ 3,914.81
R186666	HERITAGE DRIPPING SPRINGS PH1, BLOCK A, Lot 8	1425 N ROGER HANKS PKWY	3	\$ 47,408.45	\$ 3,914.81
R186667	HERITAGE DRIPPING SPRINGS PH1, BLOCK B, Lot 1	185 KINGS PINE DR	3	\$ 47,408.45	\$ 3,914.81
R186668	HERITAGE DRIPPING SPRINGS PH1, BLOCK B, Lot 2	173 KINGS PINE DR	3	\$ 47,408.45	\$ 3,914.81
R186669	HERITAGE DRIPPING SPRINGS PH1, BLOCK B, Lot 3	163 KINGS PINE DR	2	\$ 43,615.78	\$ 3,601.62
R186670	HERITAGE DRIPPING SPRINGS PH1, BLOCK B, Lot 4	153 KINGS PINE DR	3	\$ 47,408.45	\$ 3,914.81
R186671	HERITAGE DRIPPING SPRINGS PH1, BLOCK B, Lot 5	154 DARLEY OAK DR	3	\$ 47,408.45	\$ 3,914.81
R186672	HERITAGE DRIPPING SPRINGS PH1, BLOCK B, Lot 6	162 DARLEY OAK DR	2	\$ 43,615.78	\$ 3,601.62
R186673	HERITAGE DRIPPING SPRINGS PH1, BLOCK B, Lot 7	176 DARLEY OAK DR	3	\$ 47,408.45	\$ 3,914.81
R186674	HERITAGE DRIPPING SPRINGS PH1, BLOCK B, Lot 8	188 DARLEY OAK DR	3	\$ 47,408.45	\$ 3,914.81
R186675	HERITAGE DRIPPING SPRINGS PH1, BLOCK C, Lot 1 OS/DE	KINGS PINE DR	Non-Benefited	\$ -	\$ -
R186676	HERITAGE DRIPPING SPRINGS PH1, BLOCK C, Lot 2	421 COMFORT MAPLE LN	3	\$ 47,408.45	\$ 3,914.81
R186677	HERITAGE DRIPPING SPRINGS PH1, BLOCK C, Lot 3	411 COMFORT MAPLE LN	2	\$ 43,615.78	\$ 3,601.62
R186678	HERITAGE DRIPPING SPRINGS PH1, BLOCK C, Lot 4	403 COMFORT MAPLE LN	2	\$ 43,615.78	\$ 3,601.62
R186679	HERITAGE DRIPPING SPRINGS PH1, BLOCK C, Lot 5	395 COMFORT MAPLE LN	2	\$ 43,615.78	\$ 3,601.62
R186680	HERITAGE DRIPPING SPRINGS PH1, BLOCK C, Lot 6	385 COMFORT MAPLE LN	2	\$ 43,615.78	\$ 3,601.62
R186681	HERITAGE DRIPPING SPRINGS PH1, BLOCK C, Lot 7	377 COMFORT MAPLE LN	2	\$ 43,615.78	\$ 3,601.62
R186682	HERITAGE DRIPPING SPRINGS PH1, BLOCK C, Lot 8	369 COMFORT MAPLE LN	2	\$ 43,615.78	\$ 3,601.62
R186683	HERITAGE DRIPPING SPRINGS PH1, BLOCK C, Lot 9	361 COMFORT MAPLE LN	2	\$ 43,615.78	\$ 3,601.62
R186684	HERITAGE DRIPPING SPRINGS PH1, BLOCK C, Lot 10	353 COMFORT MAPLE LN	2	\$ 43,615.78	\$ 3,601.62
R186685	HERITAGE DRIPPING SPRINGS PH1, BLOCK C, Lot 11	343 COMFORT MAPLE LN	2	\$ 43,615.78	\$ 3,601.62
R186686	HERITAGE DRIPPING SPRINGS PH1, BLOCK C, Lot 12	339 COMFORT MAPLE LN	3	\$ 47,408.45	\$ 3,914.81
R186687	HERITAGE DRIPPING SPRINGS PH1, BLOCK C, Lot 13	335 COMFORT MAPLE LN	3	\$ 47,408.45	\$ 3,914.81
R186688	HERITAGE DRIPPING SPRINGS PH1, BLOCK C, Lot 14	331 COMFORT MAPLE LN	2	\$ 43,615.78	\$ 3,601.62
R186689	HERITAGE DRIPPING SPRINGS PH1, BLOCK C, Lot 15	327 COMFORT MAPLE LN	2	\$ 43,615.78	\$ 3,601.62
R186690	HERITAGE DRIPPING SPRINGS PH1, BLOCK C, Lot 16	321 COMFORT MAPLE LN	2	\$ 43,615.78	\$ 3,601.62
R186691	HERITAGE DRIPPING SPRINGS PH1, BLOCK C, Lot 17	313 COMFORT MAPLE LN	2	\$ 43,615.78	\$ 3,601.62
R186692	HERITAGE DRIPPING SPRINGS PH1, BLOCK C, Lot 18	305 COMFORT MAPLE LN	2	\$ 43,615.78	\$ 3,601.62

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
 CITY OF DRIPPING SPRINGS, TEXAS
 CONCERNING THE FOLLOWING PROPERTY

 STREET ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$41,719.44

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Heritage Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

ANNUAL INSTALLMENTS - LOT TYPE 1

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2024	\$ 177.71	\$ 2,821.79	\$ 236.94	\$ 208.60	\$ -	\$ 3,445.03
2025	598.28	2,396.96	241.68	207.71	-	3,444.62
2026	627.89	2,362.44	246.51	204.72	-	3,441.56
2027	663.44	2,326.21	251.44	201.58	-	3,442.67
2028	698.98	2,287.93	256.47	198.26	-	3,441.64
2029	734.52	2,247.60	261.60	194.77	-	3,438.48
2030	775.98	2,205.22	266.83	191.09	-	3,439.13
2031	823.37	2,160.44	272.17	187.21	-	3,443.20
2032	864.84	2,112.93	277.61	183.10	-	3,438.48
2033	918.15	2,063.03	283.17	178.77	-	3,443.12
2034	965.54	2,010.05	288.83	174.18	-	3,438.60
2035	1,024.77	1,954.34	294.61	169.35	-	3,443.07
2036	1,084.01	1,895.21	300.50	164.23	-	3,443.95
2037	1,143.24	1,832.67	306.51	158.81	-	3,441.23
2038	1,208.40	1,766.70	312.64	153.09	-	3,440.83
2039	1,279.48	1,696.98	318.89	147.05	-	3,442.40
2040	1,350.57	1,623.15	325.27	140.65	-	3,439.64
2041	1,433.49	1,545.22	331.78	133.90	-	3,444.39
2042	1,510.50	1,462.51	338.41	126.73	-	3,438.16
2043	1,599.35	1,375.35	345.18	119.18	-	3,439.07
2044	1,694.13	1,283.07	352.08	111.18	-	3,440.47
2045	1,794.83	1,185.32	359.12	102.71	-	3,441.99
2046	1,901.45	1,081.76	366.31	93.74	-	3,443.26
2047	2,014.00	972.04	373.63	84.23	-	3,443.91
2048	2,132.47	855.84	381.11	74.16	-	3,443.58
2049	2,256.87	732.79	388.73	63.50	-	3,441.89
2050	2,387.18	602.57	396.50	52.22	-	3,438.47
2051	2,529.35	464.83	404.43	40.28	-	3,438.89
2052	2,683.36	318.89	412.52	27.63	-	3,442.40
2053	2,843.30	164.06	420.77	14.22	-	3,442.34
Total	\$ 41,719.44	\$ 47,807.90	\$ 9,612.25	\$ 4,106.87	\$ -	\$ 103,246.47

[a] Interest is calculated at a 5.770% rate for illustrative purposes.

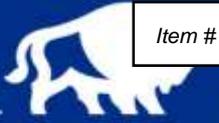
Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.



DRIPPING SPRINGS
Texas

Open spaces, friendly faces.

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Investment Banking Solutions



Item # 12.

Contact

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City of Dripping Springs, Texas

Heritage Public Improvement District

Improvement Area #1 Project

Series 2023 Special Assessment Revenue Bonds

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- Amended Public Improvement District Financing Agreement approved on December 20, 2022
 - \$27,500,000 Assessments/Bonds for the entire District/Project
 - Assessments to be levied and Bonds to be issued in phases as development progresses
 - Fixed assessments for all phases of the Project regardless of when assessments are levied and bonds issued for any phase/improvement area
 - Assessments/Bonds amortized over a 30-year period (per phase)
 - City prepares and controls the Service and Assessment Plan
 - City structuring of PID Bonds and control of bond issuance process
 - PID Bonds issued after qualified improvements are in place and accepted by the City (reimbursement financing structure)
- Offsite Road and Trail Financing by Developer (no changes from 2017)
- Wastewater Impact Fees pursuant to a Wastewater Agreement with Developer (no changes from 2017)

Heritage Public Improvement District Development Summary

IMPROVEMENT AREA #1

Category	No. of Units	Expected	Expected	Expected	Expected
		Finished Lot	Finished Home	Area 1 Finished	Area 1 Buildout
		Unit Value	Unit Value	Lots Value	Value
SF 35'	0	\$ 84,000	\$ 420,000	\$ -	\$ -
SF 40'	12	96,000	440,000	1,152,000	5,280,000
SF 45'	100	108,000	460,000	10,800,000	46,000,000
SF 50'	46	120,000	500,000	5,520,000	23,000,000
Multifamily	0	30,000	150,000	-	-
	<u>158</u>			<u>\$17,472,000</u>	<u>\$74,280,000</u>

Weighted Average Value..... \$110,582 \$470,127

Expected Annual Property Tax Revenue for the City at Buildout..... \$132,070

FUTURE IMPROVEMENT AREAS

Category	No. of Units	Expected	Expected	Expected	Expected
		Finished Lot	Finished Home	Future Areas Finished	Future Areas Buildout
		Unit Value	Unit Value	Lots Value	Value
SF 35'	51	\$ 84,000	\$ 420,000	\$ 4,284,000	\$ 21,420,000
SF 40'	102	96,000	440,000	9,792,000	44,880,000
SF 45'	208	108,000	460,000	22,464,000	95,680,000
SF 50'	76	120,000	500,000	9,120,000	38,000,000
Multifamily	105	30,000	150,000	3,150,000	15,750,000
	<u>542</u>			<u>\$ 48,810,000</u>	<u>\$ 215,730,000</u>

Weighted Average Value..... \$90,055 \$398,026

Expected Annual Property Tax Revenue for the City at Buildout..... \$383,568

Notes:

Development Plan and expected finished home values as reported by the Developer on February 7, 2023.

SF 40', 45' and 50' finished lot values as per the Appraisal; others calculated at 1/5 of the expected finished home values for illustration and discussion purposes only, subject to change.

	<u>Expected Buildout Value</u>	<u>Percentage of Total Project</u>	<u>Assessments/ Bonds</u>
Improvement Area #1 Expected Buildout Value	\$74,280,000	25.61%	\$7,043,550
Future Improvement Areas Expected Build Out Value	<u>\$215,730,000</u>	<u>74.39%</u>	<u>\$20,456,450</u>
Total Expected Buildout Value	\$290,010,000	100.00%	\$27,500,000

Improvement Area #1 Assessments/Bonds rounded down to the nearest \$1,000.

- Bonds secured solely by assessment revenue from Improvement Area #1 of the Heritage PID
- City's full faith and credit does NOT secure the Bonds
- City's enterprise funds' revenues do NOT secure the Bonds
- Assessment revenues from future improvement areas do NOT secure the Bonds

Improvement Area #1 Bonds Preliminary Sources and Uses of Funds

Item # 12.

Bond Issuance Date

6/6/2023

Bond Delivery/Closing Date

6/29/2023

	IMPROVEMENT AREA #1 SERIES 2023 BONDS
SOURCES OF FUNDS	
PID Bonds ⁽¹⁾	\$ 7,043,000
Other Sources	2,149,284
Total Sources of Funds	\$ 9,192,284
USES OF FUNDS	
Project Funds	
Bond Proceeds	\$ 5,790,000
Other Sources	2,149,284
Subtotal Total Project Funds⁽²⁾	\$ 7,939,284
Capitalized Interest Fund ⁽³⁾	\$ -
Debt Service Reserve Fund ⁽⁴⁾	507,696
Underwriter's Discount ⁽⁵⁾	176,075
Costs of Issuance ⁽⁶⁾	529,229
Deposit to Admin Account ⁽⁶⁾	40,000
Subtotal Non-Construction Funds	\$ 1,253,000
Total Uses of Funds	\$ 9,192,284

Notes:

- (1) Maximum par amount of IA #1 Bonds is \$7,043,000.
- (2) \$7,939,284 Total Authorized Costs as reported in Preliminary Service and Assessment Plan.
- (3) No capitalized interest necessary.
- (4) Equal to the maximum annual debt service payment on the bonds.
- (5) Assumed at 2.5% of par amount for illustration and discussion purposes only, subject to change.
- (6) As reported in Preliminary Service and Assessment Plan.

Improvement Area #1 Bonds Preliminary Statistics

Item # 12.

<i>Assumed</i> Nominal Bond Interest Rate ⁽¹⁾	5.77%
Bond Term	30 Years
Final Maturity	9/1/2053
Value to Lien at Bond Financing ⁽²⁾	2.11x
Number of Parcels Assessed	158
Average Assessment/Lien per Unit	\$44,576
Average Annual Installment as Tax Rate Equivalent	\$0.7822
Average Annual Installment per Parcel	\$3,677
Annual Installments begin in Calendar Year	2024
<i>PID Bond Net Proceeds per Lot</i>	\$36,646

Notes:

(1) For illustration and discussion purposes only, subject to change at any time.

(2) Appraisal for IA #1 bulk sales equals \$14,852,000.

Improvement Area #1 Bonds Preliminary Limited Offering Memorandum (the “PLOM”)

- The PLOM serves as the disclosure document for the offering of the Heritage Public Improvement District Improvement Area #1 Project Series 2023 Special Assessment Revenue Bonds
- Information, facts and circumstances a reasonable investor may want to evaluate before making an investment decision
- Document is preliminary until the pricing of the Bonds and approval of the bond ordinance
- Final Limited Offering Memorandum will include final bond pricing numbers, final characteristics of the Bonds, final Service and Assessment Plan, final Trust Indenture, final continuing disclosure undertakings (for both City and Developer)

Improvement Area #1 Bonds Preliminary Limited Offering Memorandum (the “PLOM”)

- PLOM includes information regarding (but not limited to):
 - ✓ The City (elected officials, staff and consultants)
 - ✓ Plan of Finance
 - ✓ The Bonds (including sources and uses of funds and debt service)
 - ✓ Overlapping Debt and Taxes, and Assessment Procedures
 - ✓ The District, the Development and Improvement Area #1 Projects
 - ✓ The Developers
 - ✓ The Appraisal
 - ✓ Investment Considerations and Suitability
 - ✓ Legal and Tax Matters
 - ✓ Continuing Disclosure Matters
 - ✓ Preliminary Service and Assessment Plan and form of Trust Indenture
 - ✓ Forms of Continuing Disclosure Agreements (City and Developers)

Schedule of Events

Item # 12.

Date	Event
May 2, 2023	Presentation of Plan of Finance to issue Series 2023 Improvement Area #1 Bonds Cost Determination Resolution, Preliminary Service and Assessment Plan, Call Public Hearing for Levy of Assessments Resolution approving form of the PLOM and distribution after final edits/sign off by City Administrator and City Attorney
June 6, 2023	Conduct Public Hearing on Levy of Assessments on Improvement Area #1 of the Heritage PID Consider Ordinance approving the Service and Assessment Plan and Levy of Assessments Consider Ordinance authorizing the issuance of the Series 2023 Improvement Area #1 Bonds
<i>Prior to Closing</i>	<i>Texas Attorney General approves bond issue</i>
June 29, 2023	Closing and Delivery of Funds to the Trustee

Questions and Discussion

Appendix A

Preliminary Cash Flows and *Projected* Tax Statement

Preliminary Bond Cash Flows

Fiscal Year Ending	Improvement Area #1 Series 2023 PID Bonds					TOTAL LEVY	Total Levy as Tax Rate Equivalent
	Principal	Interest ⁽¹⁾	Less: Capitalized Interest	Additional Interest Levy ⁽²⁾	PID Administrative Levy ⁽³⁾		
30-Sep							
2024	\$ 30,000	\$ 476,369	\$ -	\$ 35,215	\$ 40,000	\$ 581,584	\$ 0.7830
2025	101,000	404,650	-	35,065	40,800	581,515	0.7829
2026	106,000	398,822	-	34,560	41,616	580,998	0.7822
2027	112,000	392,706	-	34,030	42,448	581,185	0.7824
2028	118,000	386,244	-	33,470	43,297	581,011	0.7822
2029	124,000	379,435	-	32,880	44,163	580,478	0.7815
2030	131,000	372,280	-	32,260	45,046	580,587	0.7816
2031	139,000	364,722	-	31,605	45,947	581,274	0.7825
2032	146,000	356,701	-	30,910	46,866	580,478	0.7815
2033	155,000	348,277	-	30,180	47,804	581,261	0.7825
2034	163,000	339,334	-	29,405	48,760	580,498	0.7815
2035	173,000	329,929	-	28,590	49,735	581,254	0.7825
2036	183,000	319,947	-	27,725	50,730	581,401	0.7827
2037	193,000	309,387	-	26,810	51,744	580,942	0.7821
2038	204,000	298,251	-	25,845	52,779	580,875	0.7820
2039	216,000	286,481	-	24,825	53,835	581,140	0.7824
2040	228,000	274,017	-	23,745	54,911	580,674	0.7817
2041	242,000	260,862	-	22,605	56,010	581,476	0.7828
2042	255,000	246,898	-	21,395	57,130	580,423	0.7814
2043	270,000	232,185	-	20,120	58,272	580,577	0.7816
2044	286,000	216,606	-	18,770	59,438	580,814	0.7819
2045	303,000	200,104	-	17,340	60,627	581,070	0.7823
2046	321,000	182,621	-	15,825	61,839	581,285	0.7826
2047	340,000	164,099	-	14,220	63,076	581,395	0.7827
2048	360,000	144,481	-	12,520	64,337	581,338	0.7826
2049	381,000	123,709	-	10,720	65,624	581,053	0.7822
2050	403,000	101,725	-	8,815	66,937	580,477	0.7815
2051	427,000	78,472	-	6,800	68,275	580,547	0.7816
2052	453,000	53,834	-	4,665	69,641	581,140	0.7824
2053	480,000	27,696	-	2,400	71,034	581,130	0.7824
	\$ 7,043,000	\$ 8,070,843	\$ -	\$ 693,315	\$ 1,622,723	\$ 17,429,881	

(1) Nominal interest rate of 5.77% for illustration and discussion purposes only, subject to change.

(2) Calculated at 0.5% of outstanding bonds beginning in 2024.

(3) For illustration purposes only, subject to change after input from PID Administrator.

Preliminary Average PID Annual Installments Per Unit

Fiscal Year Ending	Improvement Area #1 Annual Installments Per Unit					PID Administrative Levy ⁽³⁾	TOTAL LEVY	Total Levy as Tax Rate Equivalent
	Principal	Interest ⁽¹⁾	Less: Capitalized	Additional Interest	Levy ⁽²⁾			
			Interest	Levy				
2024	\$ 190	\$ 3,015	\$ -	\$ 223	\$ 253	\$ 3,681	\$ 0.7830	
2025	639	2,561	-	222	258	3,680	0.7829	
2026	671	2,524	-	219	263	3,677	0.7822	
2027	709	2,485	-	215	269	3,678	0.7824	
2028	747	2,445	-	212	274	3,677	0.7822	
2029	785	2,401	-	208	280	3,674	0.7815	
2030	829	2,356	-	204	285	3,675	0.7816	
2031	880	2,308	-	200	291	3,679	0.7825	
2032	924	2,258	-	196	297	3,674	0.7815	
2033	981	2,204	-	191	303	3,679	0.7825	
2034	1,032	2,148	-	186	309	3,674	0.7815	
2035	1,095	2,088	-	181	315	3,679	0.7825	
2036	1,158	2,025	-	175	321	3,680	0.7827	
2037	1,222	1,958	-	170	327	3,677	0.7821	
2038	1,291	1,888	-	164	334	3,676	0.7820	
2039	1,367	1,813	-	157	341	3,678	0.7824	
2040	1,443	1,734	-	150	348	3,675	0.7817	
2041	1,532	1,651	-	143	354	3,680	0.7828	
2042	1,614	1,563	-	135	362	3,674	0.7814	
2043	1,709	1,470	-	127	369	3,675	0.7816	
2044	1,810	1,371	-	119	376	3,676	0.7819	
2045	1,918	1,266	-	110	384	3,678	0.7823	
2046	2,032	1,156	-	100	391	3,679	0.7826	
2047	2,152	1,039	-	90	399	3,680	0.7827	
2048	2,278	914	-	79	407	3,679	0.7826	
2049	2,411	783	-	68	415	3,678	0.7822	
2050	2,551	644	-	56	424	3,674	0.7815	
2051	2,703	497	-	43	432	3,674	0.7816	
2052	2,867	341	-	30	441	3,678	0.7824	
2053	3,038	175	-	15	450	3,678	0.7824	
	\$ 44,576	\$ 51,081	\$ -	\$ 4,388	\$ 10,270	\$ 110,316		

(1) Nominal interest rate of 5.77% for illustration and discussion purposes only, subject to change.

(2) Calculated at 0.5% of outstanding bonds beginning in 2024.

(3) For illustration purposes only, subject to change after input from PID Administrator.

Projected Tax Statement within Improvement Area #1

Projected Tax Statement within Improvement Area #1

	2022 Tax Rate	Tax Levy on \$440,000 SF 40' Home	Tax Levy on \$460,000 SF 45' Home	Tax Levy on \$500,000 SF 50' Home
City of Dripping Springs	\$ 0.1778	\$ 782.32	\$ 817.88	\$ 889.00
Hays County (incl. Special Roads Tax)	0.3125	1,375.00	1,437.50	1,562.50
North Hays County Emergency Services District No. 1	0.0300	132.00	138.00	150.00
Hays County Emergency Services District No. 6	0.0702	308.88	322.92	351.00
Dripping Springs Independent School District	1.2929	5,688.76	5,947.34	6,464.50
Total Tax Rate/Levy	\$ 1.8834	\$ 8,286.96	\$ 8,663.64	\$ 9,417.00
PID Avg. Annual Installment as a Tax Rate Equivalent/Levy ⁽¹⁾	\$ 0.7822	\$ 3,441.55	\$ 3,597.98	\$ 3,910.85
Total Overlapping Tax Rate Equivalent/Levy	\$ 2.6656	\$ 11,728.51	\$ 12,261.62	\$ 13,327.85

(1) Inclusive of principal and interest on the bonds, additional interest for the benefit of the bonds, and estimated annual PID administrative expenses.



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

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: May 2, 2023

Agenda Item Wording: **Discuss and consider a resolution Repealing the Co-Sponsorship Policy.** *Sponsor: Councilmember Tahuahua*

Agenda Item Requestor: Councilmember Tahuahua

Summary/Background: DSRP has redesigned its Rental and Use Agreements and the Park Sponsorship Policy has been updated making the Co-Sponsorship Policy no longer necessary. The primary purpose of the Co-Sponsorship Policy was to allow Banners on the Triangle.

Use Agreements:

In lieu of using the Co-Sponsorship Policy for banners, the City has been primarily using Use Agreements when partnering on activities. Examples of these Use Agreements include Hell Country Productions (Haunted House) where the City shares in the profits, Dripping Springs Fair and Rodeo where the City partners in all aspects, and Programming partnerships where the City partners with third parties to provide classes such as skateboarding and cooking classes.

The DSRP Policy allows banners:

- No signs or banners shall be placed in the DSRP Event Center and Outdoor Arena without the consent of the DSRP Manager. No signs or banners shall be placed over an existing banner or exit sign.
- It is the responsibility of the Lessee to remove all event related items (i.e. banners, signs, decorations, etc.) at the end of the event. DSRP will not be responsible for any items left behind.
- The policy is to allow banners for events starting the Monday before the Event.

Park Sponsorship Policy:

This policy allows for sponsors who pay at certain sponsorship levels to have their logo/marketing placed on banners for city events. The City they decides where to place the banners.

Fee Discount: Fee discounts are still available for non-profits.

**Recommended
Council Actions:**

Repeal the Co-Sponsorship Policy

Attachments:

Resolution Repealing Co-Sponsorship

Next Steps/Schedule:

.If repealed, the Parks Department and DSRP will continue to educate the public on all options related to marketing and sponsorships.

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COUNCIL OF DRIPPING SPRINGS, TEXAS, REPEALING THE CO-SPONSORSHIP POLICY.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) finds it to be in the public interest, safety and welfare, that the City of Dripping Springs repeal the Co-Sponsorship Policy; and

WHEREAS, the City Council of the City of Dripping Springs finds the Co-Sponsorship Policy is no longer necessary due to the adoption of the Park Sponsorship Policy and related Dripping Springs Ranch Park policies; and

WHEREAS, the City Council finds that it is reasonable and prudent for this policy to be repealed.

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

1. The City Council hereby repeals the Co-Sponsorship Policy.
2. The City Council directs City staff to work with the Mayor and City Administrator to educate the public related to the repeal of Co-Sponsorship Policy and the new and current options related to sponsorships with the City of Dripping Springs.

PASSED & APPROVED this, the _____ day of _____ 2023, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

CITY OF DRIPPING SPRINGS
RESOLUTION NO. 2023-_____

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WHEREAS, the City Council of the City of Dripping Springs finds the Co-Sponsorship Policy to no longer be necessary due to the adoption of the Park Sponsorship Policy and related Dripping Springs Ranch Park policies; and

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

1. The City Council hereby repeals the Co-Sponsorship Policy.
2. The City Council directs City staff to work with the Mayor and City Administrator to educate the public related to the repeal of Co-Sponsorship Policy and the new and current options related to sponsorships with the City of Dripping Springs.

PASSED & APPROVED this, the _____ day of _____ 2023, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



Co-Sponsorship

Policy & Application

I. Purpose

The purpose of this Co-Sponsorship policy is to set forth guidelines and criteria governing the granting of City of Dripping Springs funds or in-kind services for the purpose of supporting local festivals, special events, community projects or programs. The City recognizes that Co-Sponsorships play an important role in supporting our community, as well as to promote the tourism and economic development efforts of the City. This co-sponsorship agreement is separate from a request for a grant of Local Hotel Occupancy Tax funds.

II. Goals and Objectives

Co-Sponsorship of funds or in-kind services will be considered for special events, community projects or programs designed to accomplish one or more of the following goals and objectives:

- *Promote the City of Dripping Springs as a desirable place to live, visit and do business.*
- *Promote the City of Dripping Springs as a visitor destination and/or bring tourism- associated revenue to the City.*
- *Enhance the quality of life and wellbeing of some or all residents of the community.*
- *Advance the City's commitment to and pride in being a multicultural community.*
- *Promote the historic districts.*
- *Promote cultural and artistic awareness among the citizenry.*

The granting of City funds or in-kind support is evaluated according to the effectiveness and impact the particular special event, community project or program has on the community-at-large. Special attention is paid to Co-Sponsorships that promote the attractiveness of the City as a place to visit and/or live, celebrate the heritage of the City and its environs, and/or enrich the character and quality of life of its citizens.

Co-Sponsorship benefits may include:

- Up to 10% fee discount
- Banner on the Triangle or other city-owned property for specified number of days
- Required use of City Logo on marketing
- In kind donations from current city resources

Any Co-Sponsorship requesting benefits in excess of this amount must request a Donation Agreement with the City through the City Administrator.

III. General Requirements, Eligibility Criteria and Conditions

The applicant for Co-Sponsorship of funds or in-kind services for special events, community projects or programs must meet all of the following requirements, eligibility criteria, and conditions:

1. The applicant must be a registered nonprofit corporation or 501(c)3 organization with tax-exempt status. Co-application with a nonprofit corporation will make an applicant eligible to apply for co-sponsorship.
2. The special event, community project, or program supports the aforementioned goals and objectives.
3. Event and promotion must take place within the City of Dripping Springs limits or extraterritorial jurisdiction. Some limited exceptions will be made. Reason(s) for not holding the proposed event or promotion in the City of Dripping Springs must be stated on the application. Exemption from this requirement will be provided on a case-by-case basis and will favor activity promoting the City of Dripping Springs as a desirable place to live, visit and do business in.
4. The recipient of Co-Sponsorship funds or in-kind services shall provide the City recognition as a sponsor in exchange for the funds or in-kind services in a method consistent with other sponsors. In no event shall the recognition for the City's funds or in-kind services be less than that provided to other sponsors who have contributed the same total financial or in-kind support.
5. The nonprofit corporation must be ready, willing, and able to enter a contractual agreement for Co-Sponsorship with the City and provide a certificate of liability insurance.
6. The nonprofit corporation must comply with all City ordinances if applicable, wherein standards and procedures for the issuance of special event permits or other requirements are set forth.
7. The nonprofit corporation will not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition or any condition related thereto.
8. All co-sponsorship applications will be reviewed by City Administrator once the application is complete unless the application is for a co-sponsorship for the Dripping Springs Ranch Park and Event Center (DSRP). For the DSRP co-sponsorship applications, the DSRP Board shall review all co-sponsorship applications submitted for events at DSRP. The DSRP Board shall forward recommendations for co-sponsorship applications to the City Council. For non-DSRP co-sponsorship applications, the City Administrator's decision is final. The City will inform the applicant in writing whether an application has been approved or denied.

9. All packets must be submitted at least ninety (90) days prior to the event and shall include:

- a completed sponsorship application;
- a cover letter describing how the event will benefit the City, its residents, and its visitors; and
- a budget sheet that includes the expenses for which the sponsorship is requested. Filing of an application is not a guarantee that it will be approved.

10. Items that will be considered include:

- Benefit to the community.
- Success of past events that included community involvement.
- How the event complements or conflicts with current City programming and policies.
- How the event aligns with the City's goals and objectives.

Co- Sponsorship Application

SPONSORING ORGANIZATION NAME: [Redacted]

APPLICANT

First Name: [Redacted]

Last Name: [Redacted]

Contact Number: [Redacted]

Email: [Redacted]

Address: [Redacted]

EVENT

NAME: [Redacted]

START DATE/TIME:

END DATE/TIME:

ADDRESS: [Redacted]

ESTIMATED ATTENDANCE: [Redacted]

EVENT DESCRIPTION

[Redacted]

WILL THIS EVENT BE OPEN TO ALL MEMBERS OF THE PUBLIC?

Yes No

HAVE YOU PREVIOUSLY CO-SPONSORED WITH THE CITY OF DRIPPING SPRINGS?

Yes No

WILL YOU NEED MARKETING ASSISTANCE FOR THIS EVENT?

Yes No

WILL THE CITY LOGO BE USED FOR THIS EVENT?

Yes No

WILL ADMISSION BE CHARGED?

Yes No

WILL ANYTHING BE SOLD?

(Vendor permit may be required)

Yes No

WILL YOU BE SERVING FOOD?

(Food permit may be required)

Yes No

IS THE ORGANIZATION A REGISTERED NONPROFIT CORPORATION OR 501(c)3?

(Attach proof to Application)

Yes No

DOES THE ORGANIZATION HAVE LIABILITY INSURANCE FOR THIS EVENT?

(Attach proof to Application)

Yes No

IS A BUDGET SHEET THAT INCLUDES THE EXPENSES THE SPONSORSHIP IS REQUESTING INCLUDED WITH YOUR APPLICATION?

Yes No

HOW WILL THE CITY BE RECOGNIZED AS A CO-SPONSOR?

[Redacted area]

WHAT IS YOUR MEDIA AND/ OR PUBLICITY PLAN?

[Redacted area]

WHAT IS THE PRIOR HISTORY OF THIS EVENT OR SIMILAR EVENTS THAT INCLUDED COMMUNITY INVOLVEMENT?

[Redacted area]

PLEASE, CHOOSE ONE OR MORE OF THE FOLLOWING OPTIONS AND BRIEFLY EXPLAIN YOUR SELECTION(S) BELOW:

This Event

- Promotes the City as a desirable place to live, visit and do business.
- Promotes the City as a visitor destination and/or bring tourism- associated revenue to the City.
- Enhances the quality of life and wellbeing of some or all residents of the community.
- Advances the City's commitment to and pride in being a multicultural community.
Promotes the historic districts.
- Promotes cultural and artistic awareness among the citizenry.

[Redacted area]

*****BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF*****

RECEIVED BY CITY DATE:

CITY ADMINISTRATOR:

DATE: APPROVE DENY

DRIPPING SPRINGS RANCH PARK BOARD OF DIRECTORS RECOMMENDATION:

DATE: APPROVE DENY

CITY COUNCIL:

DATE: APPROVE DENY

Sign Request Form

THE CITY MUST BE A CO-SPONSOR OF AN EVENT OR SERVICE FOR A SIGN ADVERTISING IT TO BE DISPLAYED ON CITY PROPERTY. ATTACH THIS REQUEST TO THE CO-SPONSORSHIP APPLICATION.

Banners shall not be more than 32 square feet in area and 6 feet in height.

Noncommercial signs and temporary signs shall not be more than 36 square feet in area and 6 feet in height.

Requirements for Banners to be displayed at The Triangle:

Banner Width & Height: 4 feet tall by 8 feet wide

Banner Material and Grommets: vinyl with hemmed grommets every 2 feet

WIND SLITS ARE REQUIRED TO BE CUT IN BANNER TO ALLOW AIR FLOW. A BANNER WITHOUT WIND SLITS SHALL NOT BE DISPLAYED.

Sign locations will be determined by the City, based on availability.

The City will install the sign.

The City is not responsible for damage caused to a sign.

NAME OF ENTITY:

NAME OF REPRESENTATIVE:

MAILING ADDRESS:

TELEPHONE NUMBER

EMAIL ADDRESS:

DESCRIPTION OF EVENT OR SERVICE:

DESCRIPTION OF INFORMATION TO BE DISPLAYED ON SIGN (ATTACH GRAPHIC TO APPLICATION):



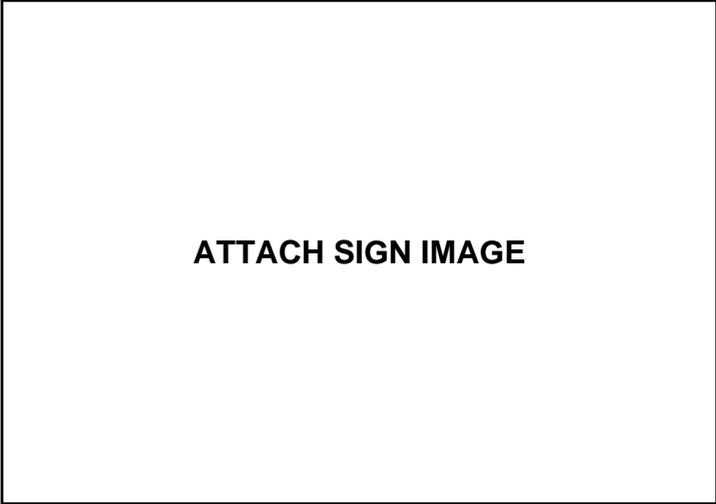
SIGN DIMENSIONS AND HEIGHT: 

SIGN MATERIALS:


REQUESTED DATE FOR SIGN TO BE DISPLAYED:
(No more than 30 days prior to event/service)

TYPE OF SIGN: BANNER NONCOMMERCIAL TEMPORARY

LOCATION WHERE SIGN WILL BE DISPLAYED:

*****BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF*****

RECEIVED BY CITY DATE: 

CITY ADMINISTRATOR:

DATE:  APPROVE DENY

Sponsorship Opportunities!

Bring more exposure to your business or organization while having fun at the same time!

Dripping Springs Parks & Community Services Department hosts special events year-round that bring the community together. Parks and Community Sponsorships allow your organization, company, or family to join in on the fun while showing strong community support. Sponsorship opportunities with us are constantly evolving as our city grows, please contact us today to find out how you can support your community! Opportunities include three levels of Annual Sponsorships and banner sponsorships.

Annual Sponsorships	Level 1	Level 2	Level 3
"Thank You" Post on Social Media	✓	✓	✓
Name/logo in Annual Activity Guide	✓	✓	✓
Free Entry to Tcketed Events	✓	✓	✓
1 Event Banner hung at City Facility for 30 days	✓	✓	✓
Name/logo on Parks and Community Services website	✓	✓	
Promotional Materials Placed in Giveaway Bags	✓	✓	
Name/logo on Event Signage	✓	✓	
Booth at 2 Community Events	✓		
Name Listed on City Website			✓
	\$2,000	\$1,000	\$500

Title Sponsorship opportunities are available! Contact the Parks & Community Services Department today for more information!

ANNUAL EVENTS:

- Great American Clean-Up – March/April
- Festival of Flight – May
- Movies in the Park – Held Quarterly
- Star Parties – Held Bi-Annually
- Bark in the Park - August
- Fall Sweep - October
- Christmas on Mercer - December
- And more to come!



Questions? Contact the Parks and Community Services Department at parks@cityofdrippingsprings.com or 512-894-2400

Banner Sponsorships!

Our parks are home to The Dripping Springs Farmers Market, Dripping Springs Youth Sports Association, and Dripping Springs Tiger Splash Swim Team. By choosing to advertise in our parks, you are helping to support the Dripping Springs Parks & Community Services' mission. Our mission is to foster community by preserving parks and open spaces; by connecting people to our natural resources and cultural history; and by offering engaging programs and events.

Advertising options are available for commercial and non-profit organizations. Advertise for a public event, fundraiser, or for your business! One of the most popular options is at Veterans Memorial Park or the Triangle, at the corner of Ranch Road 12 and Highway 290. Our other advertising locations are Founders Memorial Park and Sports and Recreation Park.



Banner Sponsorships		
1 Banner for 30 Days	Non-Profits or 501(c)3 Organizations	Commercial Organizations
	\$150	\$250

Advertising Locations:

- Founders Memorial Pool,
- Veterans Memorial Park (Hwy 290 x RR 12)
- Sports & Recreation Park.

Banner Requirements:

- Sponsor is responsible for the printing of banner.
- Banner Width & Height: 4 feet tall by 8 feet wide
- Banner Material & Grommets: Vinyl with hemmed grommets every 2 feet.
- Wind slits are required to be cut in banner to allow air flow. A banner without wind slits will not be displayed.

City must approve the design of your banner. Please wait until approved to print your banner.

No use of City Logo. Sponsors must be a local business or organization based in the City of Dripping Springs or ETJ. Sponsorships will be approved on a case-by-case basis.

Location preference will be taken into consideration, but overall banner locations will be determined by the City, based on availability.

The city will install the sign.

The City is not responsible for any damage caused to the sign.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

APPLICANT INFORMATION

Lessee/Company Name: _____

Designated Event Spokesperson: _____

Address: _____ City/State/Zip _____

Phone #: (_____)_____-_____ Alternate Phone #:(_____)_____-_____

Email: _____

EVENT INFORMATION

Name of Event: _____ Website _____

Event Start Date: _____ (Actual, not set up)

Event End Date: _____ (Actual, not break down)

Event Start Time: _____ *Event End Time: _____

***All music & alcohol consumption must end by *midnight*. No exceptions.**

Description of Event: _____

Expected Attendance for Event: _____

Times and Types of Use: *(Please be specific and list all times the space is needed, including deliveries & set-up. Failure to list all set up times & dates and event times could result in the building not being accesible or staff unavailable at your desired times.*

Set Up dates and times? _____

Special Requests? _____



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

SOUND & AUDIO/VISUAL EQUIPMENT

Will there be loudspeakers, live music or any activity which involves amplification equipment or devices of any kind? YES NO If yes, please describe: _____

Will you use DSRP Sound System/Microphones? YES NO

Will you use the projector/screen in the Special Event Room? YES NO

Will you need a sound/AV Tech (additional fee TBD) prior to or during your event? YES NO

If you answered 'YES' to any of the above, please state your specific needs for sound/AV: _____

SPECIAL ELECTRICAL NEEDS

(Special electrical needs will result in additional fees)

Do you have special electrical needs/set up? YES NO

If **YES**, special electrical needs *must be submitted to DSRP no later than 30 days in advance of the event*. Failure to make this submittal could hinder your electrical needs being met by the facility. Please describe special electrical needs in detail: _____

ALCOHOLIC BEVERAGES

**Please see Facilities Rental Policy regarding alcoholic beverage service, consumption & security requirements*

Will alcohol be served at your event? YES NO

Will alcohol be sold at your event? YES NO

If alcohol is to be **sold** at your event, you must provide a copy of your **Texas Alcoholic Beverage Commission Permit** and a copy of the **Certificate of Liability Insurance** with at least \$1,000,000.00 (One-Million Dollars and Zero Cents) coverage for personal and property injuries.

TABC License Number: _____

Date Submitted: _____ Received by: _____



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

Certificate of Liability Insurance Provided (Must list Dripping Springs Ranch Park/City of Dripping Springs as Certificate Holder & Additional Named Insured): YES NO

Approved for Alcohol Sales: YES NO

City Staff Signature of Approval: X _____

GENERAL LIABILITY INSURANCE

Certificate of Liability Insurance Provided (Must list Dripping Springs Ranch Park/City of Dripping Springs as Certificate Holder & Additional Named Insured): YES NO

CONCESSION SALES

Would you like to request concession sales at your event? YES NO

SPECIAL SET-UP or DIRT NEEDS

(Special set-up & dirt needs will result in additional fees)

Do you have special set-up needs or special dirt needs? YES NO

If **YES**, special set-up needs or special dirt **needs must be submitted to DSRP no later than 30 days** in advance of the event. Failure to make this submittal could hinder your set-up and/or dirt needs being met by the facility.

Please describe special set-up and/or dirt needs in detail: _____



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

DRIPPING SPRINGS RANCH PARK FACILITIES RENTAL POLICY

(approved 12/10/19)

POLICIES AND PARK RULES FOR USE OF THE EVENT CENTER AND OUTDOOR ARENA COMPLEX ARE ATTACHED. PLEASE READ THOROUGHLY BEFORE RESERVING THE FACILITIES. YOU WILL BE REQUIRED TO ADHERE TO ALL POLICIES AND PARK RULES. FAILURE TO ADHERE TO POLICIES AND PARK RULES COULD RESULT IN EVENT CANCELLATION, FINES AND ALL PAYMENTS AND DEPOSITS BEING FORFEITED.

The following information includes: (1) definitions of rental categories; and (2) general policies and rules for use of the Dripping Springs Ranch Park Event Center and Outdoor Arena (“DSRP Event Center and Outdoor Arena”). In this document, the City of Dripping Springs is referred to as the “City”. The Dripping Springs Ranch Park Event Center Manager (“DSRP Manager”) will be the contact for all events at the Dripping Springs Ranch Park Event Center and Outdoor Arena. Please contact the DSRP Manager for details.

DSRP EVENT CENTER DEFINITIONS

Event Center Facility Rental

Fee includes use of the large indoor arena, small arena, lights, announcer’s booth, public address system, chutes, panels, warm up arena and common/ vendor areas; 12,000 sq. ft meeting space & 6,000 sq. Ft. meeting space, Concession Kitchen. The fee does not include any facilities not listed here.

Event Center Large Indoor Arena Rental

Fee includes use of large indoor arena, lights, announcer’s booth, public address system, chutes, panels, and warm up arena. The fee does not include any facilities not listed here.

Event Center Small Indoor Arena Rental

Fee includes use of small indoor arena, lights, announcer’s booth, public address system, chutes, panels, and warm up arena. The fee does not include any facilities not listed here.

Large Special Event Room Rental

Fee includes the 12,000 sq. ft. meeting space is available in conjunction with other events, or for stand-alone events. The fee does not include any facilities not listed here.

Small Special Event Room Rental

Fee includes the 6,000 sq. ft. meeting space is available in conjunction with other events, or for stand-alone events. The fee does not include any facilities not listed here.

Vendor Hall/Front Porch Rental

Fee includes the 19,000 sq. ft. covered area in the Event Center is available in conjunction with other events, or for stand-alone events. The fee does not include any facilities not listed here.

Event Center Stalls

Stalls are available for rent at the Event Center. Any horse that remains at the facility overnight must be in a fee for use stall or tied up at the trailer or in a portable pen adjacent to your primitive camp site (Grounds fee will apply if tied adjacent to primitive camp site, in a portable pen or tied to trailer). Tying horses to the stalls is prohibited. Tying horses to your trailer at your RV campsite or erecting a portable pen at your RV campsite is prohibited. Tying or placing horses in any livestock pens, rough stock pens or cattle pens is prohibited. Rental period is 24 hours, noon to noon daily. Users may pay the fee at the Dripping Springs Ranch Park or may pay directly the Lessee/event holder who is responsible for remitting payment to the City. Using the stalls without renting this amenity will result in forfeiture of event deposit. DSRP requires that each stall have a minimum of 2 bags of shavings per stall. Shavings are not included in the stall rental price but are available for purchase at

WWW.DRIPPINGSRINGSRANCHPARK.COM

PHONE: 512-594-2046

PHYSICAL ADDRESS: 1042 EVENT CENTER DRIVE
DRIPPING SPRINGS, TEXAS 78620

MAILING ADDRESS: PO BOX 384
DRIPPING SPRINGS, TEXAS 78620



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

Dripping Springs Ranch Park. No outside shavings are allowed. Event Managers/Show managers have the option to do their own stall check-ins and remit payment to DSRP for stalls and shavings at DSRP rates.

RV Sites

Rental period is 24 hours, noon to noon daily. Electricity and water are included in fee. Campers may pay the Ranch Park staff or the Lessee/event holder responsible for remitting payment to the City. Maximum stay is 7 days. Event Managers/Show managers have the option to do their own RV check-ins and remit payment to DSRP for RVs at DSRP rates.

Concession Stand Rental

The Concession stand is available for rent during events. If Lessee requires a concessionaire, contact DSRP Manager. The fee does not include any facilities not listed here.

Concession Kitchen Rental

The Concession Kitchen is available for rent during events. If Lessee requires a concessionaire, contact DSRP Manager. The fee does not include any facilities not listed here.

Tables and Chairs

The DSRP Event Center has a limited number of 8-foot-long rectangular tables and folding chairs available for rent during events.

Arena Prep

DSRP will provide personnel on site to prepare the arena dirt before the rental time period as needed. Cost is included in rental fee. Lessees who wish to work the dirt themselves during the event will be required to: 1) bring their own equipment; 2) attend a scheduled orientation with event center staff; 3) provide proof of \$1,000,000.00 of liability insurance coverage to cover personal and property injury/damages to, including but not limited to, any portion of the arena, including the base layer of the arena floor. All equipment brought in by outside parties must be approved by the event center staff prior to use in the arena. Said equipment should be well maintained and in good working order. The DSRP equipment is available for use during events for a fee. Before use each operator must be cleared by staff on equipment use and sign the DSRP Equipment Use Waiver.

OUTDOOR ARENA COMPLEX DEFINITIONS

Dripping Springs Ranch Park also has an outdoor arena available for rental. Amenities include the riding arena, a round pen, and arena lights.

Lessee

Person or entity leasing the Event Center and/or the Outdoor Arena (aka: event holder, show manager, etc.).

Outdoor Riding Arena & Round Pen Rental

The arena is 250 x 150 sq ft. This arena can be used in conjunction with events at the Event Center or as a standalone rental. The arena has lighting for evening use, announcer’s booth, and public address system. An outdoor round pen is included in the rental of the riding arena for warm-up and training horses. The fee does not include any facilities not listed here.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

POLICIES FOR USE: Dripping Springs Ranch Park Event Center & Outdoor Arena

1. **No GLASS** containers are allowed on premises of the Dripping Springs Ranch Park and Event Center. This includes all outdoor spaces. **Failure for lessee and guests to comply with this policy will result in a \$500 fine and immediate cancellation of your event.**
2. When renting the special event rooms or any other areas of the facility it is the event holder's responsibility to supervise all children. Persons under the age of 18 years authorized to be in a park facility must always be accompanied by an adult. The ratio of minors to adults shall be no less than one adult for every eight minors. **Failure to follow these guidelines could result in immediate cancellation of event.**
3. **Arena Rental Period:** Daily (12 hours), ½ Day (6 hours).
4. **Multiple Day Events:** Parties booking for multiple day events will pay the 12-hour rate per day. Clean up must be done by 12:00 midnight of the last day of booking or the per hour charge will apply to additional clean-up time.
5. **Parties booking individual areas** of the Dripping Springs Ranch Park and Event Center (Vendor Hall/Front Porch, Special Event Rooms, etc.) are subject to being rescheduled or offered another space to hold their event if a party requests booking the entire facility 45 days or more from the individual area booking. In order to guarantee a reservation with no restrictions the entire Event Center must be reserved.
6. **No Sublease:** No subleasing of any area of the Dripping Springs Ranch Park Event Center or Outdoor Arena Complex is allowed, excluding vendors related to your event. The City requires knowledge of all the parties it deals with so it can assure that all parties are made aware of the requirements. An association or group that rents the arena and stalls and rents the stalls to its participants will not be considered as subleasing.
7. **Event Scheduling:** Bookings may be made up to eighteen (18) months in advance of the proposed event. Please contact the DSRP Manager for information and booking of the facilities. Reservations for the Outdoor Arena may be rescheduled or refunded due to weather conditions at the discretion of the City. Recurring events have the option to book multiple years in advance.
8. **Event Scheduling:** DSRP retains the right to refuse booking an event of a competing or similar nature within 45 days of an event already booked.
9. **Events with amplified music** must end at midnight and is restricted to 65 decibels or less. One hour will be given to clean up and exit after the event, but the music must end at midnight. Events with alcohol must cease alcohol consumption at midnight. If the premises are not vacated within the 1-hour clean up time, a per hour charge will be incurred.
10. **Payment:** Full payment of the base fee for rental is due when the reservation is made. The estimated charges are determined using the rental form that is completed prior to securing a confirmed date. If additional amenities or facilities are added or deleted at a later date, additional fees or refunds may apply. Events cancelled more than sixty (60) days prior to the first day/date of the scheduled event will receive a one hundred percent (100%) refund. Events cancelled between thirty (30) and sixty (60) days prior to the first day/date of the scheduled event will receive a fifty (50%) percent refund. Events cancelled less than thirty (30) days prior to the first scheduled day/date of the event will receive **NO** refund. **When booking a series of events in one calendar year, full payment for the first event in the series is due at time of reservation. Each successive payment for events in the series is due on the day of completion of the prior event in the series. (Example: Party books 4 Dog Shows in March, July, September and December. Payment for March show is due at time of reservation. Payment for July show is due at completion of March show, etc.)**
11. **Security Deposit:** A Security deposit of fifty (50%) percent of the estimated rental cost is due ten (10) days prior to the first day/date of the event unless otherwise noted in rental agreement. Lessee agrees to leave the premises in as good



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

or better condition than that which existed prior to their usage: such determination is at the sole discretion of the City. All trash must be disposed of properly. City representative will conduct a walk-through of the premises with the Lessee prior to the event to ensure that all facilities are in working order. An authorized City representative shall complete a walk-through with the Lessee following the event to determine and notify the Lessee of any damages and/or charges. Any damage repair incurred by the City will be deducted from the deposit at actual cost. If damage or repairs exceeds deposit amount, the lessee is responsible for cost of damage plus a 15% administrative fee. Deposit refund will be processed within thirty (30) days of the event’s conclusion. A \$25.00 NSF fee will be assessed for all returned checks.

- 12. Lessee has the option **to clean the facility** after use or to purchase custodial services. Prices for the custodial services are available on the rental agreement. If Lessee opts to conduct their own cleaning of the facility it must be returned to as good or better condition than that which existed prior to their Lease. An authorized City representative shall complete a walk-through with the Lessee following the event to determine and notify the Lessee of any cleaning charges.
- 13. **Insurance:** Event Lessee and any alcoholic beverage vendor must each provide a copy of its certificate of liability insurance, with a separate endorsement listing the City and DSRP as an additional insured, in the amount of \$1,000,000.00, insuring against any and all claims for personal injury, death, and/or property damage relating to the event and the Dripping Springs Ranch Park Event Center and Outdoor Arena.
- 14. **Indemnification:** City shall not be liable to Lessee or Lessee’s employees, agents or invitees, or to any other person or entity, for any injury to person or property on or about the DSRP Event Center and Outdoor Arena caused by the negligence or misconduct of Lessee, its employees, or agents. Lessee and all vendors shall indemnify City and hold City harmless from any loss, expense or claims arising out of any such injury.
- 15. **Alcoholic Beverages:** No sale of alcoholic beverages will be allowed at the DSRP Event Center and Outdoor Arena without the prior written approval of the City. Lessees and/or vendors selling alcoholic beverages must be a holder of a current/valid Texas Alcoholic Beverage Commission ("TABC") license and must provide the City a copy of said TABC license/permit a minimum of two (2) business days prior to the event.
- 16. **Security and Emergency Medical Services ("EMS"):** Lessee shall be solely responsible for providing a reasonable number of Security and EMS personnel, at the City’s discretion, before, during, and after the event to help maintain order, to regulate traffic control, and/or to provide any other security/safety functions that the City determines to be necessary. **Lessee shall be responsible for the actions and safety of Lessee or any of Lessee’s guests, patrons, or anyone on or around the DSRP Event Center and Outdoor Arena premises as a result of the event, including without limitation protecting such persons from injury or death and protecting Lessee’s and City’s property or the property of such persons, including any vendors, from loss or damage. Lessee shall arrange for such security and EMS personnel at its own expense and advise the City of actions taken.** The City must approve the Lessee plan for security and safety a minimum of three (3) business days before the first day/date of the event. The event cannot take place without prior written approval from the City.

Emergency Medical Technicians are required at each event where there is a substantial risk of injury to the contestants or audience. Need is determined on an event by event basis by Staff. Securing and/or notifying EMT and Paramedics is the responsibility of the event holder.

The establishment of Security requirements for an event will be determined by Staff. These guidelines are established for the protection of life and property while events are in progress and may include officers before, during or after events. All security officers will be arranged for and managed by the event holder. Security and/or Law Enforcement must be present prior to the beginning of the event and must remain until all crowds and traffic are dispersed and evacuated. See below for guidelines-final plan must be approved by Staff.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

All Events with alcohol must have security present. Events with up to 250 attendees must have one licensed security personnel. 250-500 attendees require 2 licensed security personnel. Attendance of over 500 persons requires 3 licensed security personnel.

Other events may be required to have security, even if no alcohol is served or consumed, depending on attendance and type of event.

17. **Release of Liability Waivers:** The Lessee is responsible for copying waivers and obtaining signatures from each participant prior to participation in the event. Signed waivers must be returned to Dripping Springs Ranch Park Staff no later than seven (7) business days after an event is completed. A copy of the City’s waiver may be obtained from Dripping Springs Ranch Park or on the Ranch Park’s website.
18. **Special Event Food Vendors:** Special events that will have food vendors must obtain a Special Events Food Vendor permit from the City of Dripping Springs. Please contact Kyle DeHart, City of Dripping Springs Environmental Health & City Inspector for more information.
19. **Concessions:** Please contact ldickinson@cityofdrippingsprings.com to inquire about concessions availability.
20. **Litter Control:** Trash cans and trash bags are available from Event Center staff. After use, all trash must be placed in the Event Center dumpster. Please pick up any trash left by participants in any areas used in the Park. Trash creates problems for the next user/Lessee and encourages unwanted pests. Please help keep the park clean. Trash that is not removed by Lessee will be removed by Event Center staff and could result in forfeiture of deposit.
21. **Overnight RV Camping:** Overnight RV camping is permitted. Refer to the Fee Schedule for pricing. Campers may pay the DSRP Staff or the Lessee/event manager responsible for remitting payment to the City. There is a Dump Station on the property available for use with paid RV Fee. There is no discharge of grey water on the property and spills at the Dump Station will be the responsibility of the RV owner.
22. **Overnight Primitive Camping:** Overnight primitive camping is permitted. Refer to the Fee Schedule for pricing. Campers may pay the DSRP staff or the Lessee/event manager responsible for remitting payment to the City. Please note that the Park does not have electrical hook-ups for campers.
23. **Toilets:** The Event Center houses sixteen women’s toilets, nine men’s toilets and three urinals. The new addition houses eight women’s toilets, five men’s toilets and three urinals. There is one portable toilet available for the Outdoor Arena. In cases where the existing restroom facilities will be inadequate, the Lessee is responsible for renting additional toilets. Please see guidelines.

Special Event Toilet Calculator

		Maximum Attendance*										
		100	250	500	1,000	2,000	3,000	4,000	5,000	6,000	7,000	8,000
Number of Hours	1	1	2	2	3	4	10	10	12	17	20	24
	2	1	2	3	4	8	12	16	20	27	32	39
	3	1	2	3	5	10	15	19	24	34	38	47
	4	1	2	4	6	11	16	22	27	38	41	54
	5	2	2	4	6	12	18	24	29	41	42	58
	6	2	3	4	7	13	18	25	31	42	46	62
	7	2	3	4	7	13	19	25	32	46	46	64
	8	2	3	4	7	14	20	27	33	46	46	66

*If alcohol is being served, we recommend increasing the number of restrooms for your event. Please keep in mind that this is an estimated number of restrooms needed. You may need more, or less depending on your specific needs.

WWW.DRIPPINGSRINGSRANCHPARK.COM
PHONE: 512-594-2046

PHYSICAL ADDRESS: 1042 EVENT CENTER DRIVE
DRIPPING SPRINGS, TEXAS 78620
MAILING ADDRESS: PO BOX 384
DRIPPING SPRINGS, TEXAS 78620



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

24. **Parking:** Parking at DSRP event center is free to Lessee and its participants. The City may choose to charge for parking at other hosted events. If your event attendance is expected to be exceed 500 attendees, Lessee will be required to submit a parking plan to DSRP management no later than 30 days prior to event. Parking Plans, parking requirements or parking lot attendants may be required, and this determination is at the sole discretion of DSRP management.
25. **Horse Show Managers or Producers** will receive one free RV spot and 2 free stalls per show.
26. **Equipment:** Show production equipment provided by the Lessee must be removed by Lessee from the arena or other fields no later than end of rental period. All City equipment such as orange cones or other equipment provided by the City must be returned to original placement following use. All leasable equipment is noted on the Rate Schedule. DSRP can arrange for additional equipment or services through outside sources at rates to be quoted upon request.
27. **Orange Cones:** If Available the City will have, free of charge, 36" tall orange traffic cones should the Lessee request them for an event. Lessee is responsible for notifying the City at least five days prior to event, providing the number of cones needed. Lessee is also responsible for placing cones where needed and returning them to their original location. Lost/damaged cones will be replaced at Lessee expense.
28. **Coggins Lab Accession Log:** Lessee is required to comply with the Texas Animal Health Control ("TAHC") regulations. Current Coggins Lab Accessions are required for all horses on DSRP property.
29. **General Park Rules:** General park rules for the City apply at the DSRP Event Center and Outdoor Arena. Campfires, glass containers, or fireworks are NOT permitted at the DSRP Event Center and Outdoor Arena complex or in the general park area. If you have questions about other general park rules, please refer to the Parks link on the City of Dripping Springs website at www.cityofdrippingsprings.com or contact City Hall at 512-858-4725.
30. **No alterations of any structure** will be allowed and there will be no glue, wire, screws, or nails attached to or embedded into the walls or ceilings for any reason.
31. **No signs or banners** shall be placed in the DSRP Event Center and Outdoor Arena without the consent of the DSRP Manager. No signs or banners shall be placed over an existing banner or exit sign.
32. It is the responsibility of the Lessee to remove all event related items (i.e. banners, signs, decorations, etc.) at the end of the event. DSRP will not be responsible for any items left behind.
33. **No smoking on or around** the DSRP Event Center and Outdoor Arena.
34. No alcoholic beverages permitted on or around the DSRP Event Center and Outdoor Arena unless: (a) purchased on site from approved vendor possessing appropriate licensing from TABC, or (b) provided free of charge by a Lessee to invited guests at a private function that is not open to the general public.
35. **Dogs must be on leash at all times** on or around the DSRP Event Center and Outdoor Arena. Owners must pick up after dogs or may be asked to leave the premises.
36. **Special Needs:** If you find that your event requires services or has needs not addressed in this document or rental forms, please contact the DSRP Manager to discuss.
37. **Planning Setups (Floor Plans):** DSRP staff will assist with arrangements for set up of your event. This assistance includes helping you plan the floor plans and layout for your event. All efforts will be made to ensure no detail is overlooked.
38. **Floor Plan, layout, dirt needs & electrical needs and parking plan:** The floor plan, event layout, dirt needs and electrical need and parking plans are due to DSRP no later than 30 days prior to the event. Failure to do so could hinder DSRP from meeting layout and electrical needs. Changes made after this 30-day deadline may result in additional fees.
39. **DSRP has wifi internet available.** A password is required for access.
40. **Please keep DSRP staff informed of any deliveries** for your event. DSRP cannot accept responsibility for liability or loss. Lessees must arrange for security for items shipped in advance. DSRP does not arrange return shipping for any item, this is the Lessees responsibility.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

41. **DSRP will provide trashcans and liners for events.** Lessee is responsible for emptying these cans and disposing of trash in the dumpsters located on the property unless other arrangements are made. All bulk trash items must be removed by Lessee. If not removed and disposed of an additional clean up fee may be assessed.
42. **The DSRP Lobby is not a rental space.** It is common area which serves as the entrance and restroom access for concurrent events. No Lessee will be permitted to conduct events in the Lobby that would interfere with other events occurring within DSRP.
43. **Any space is rented as is;** 'four walls'; any changes or modifications could result in additional fees. Please refer to fee schedule. Personnel necessary for normal building operations will be on duty. If additional staff is needed for your event there will be additional staff fees.
44. **Each event will have a designated spokesperson.** Any communications before and during the event must come through the designated spokesperson.

**Parties booking individual areas of the Dripping Springs Ranch Park and Event Center (Vendor Hall/Front Porch, Special Event Rooms, Indoor/Outdoor Arenas, etc.) are subject to being rescheduled or offered another space to hold their event if a party requests booking the entire facility 45 days or more from the individual area booking. In order to guarantee a reservation with no restrictions, the entire Event Center must be reserved.

To ensure no other events will take place during your event, you must book the entire Event Center.

The floor plan, event layout, dirt needs, electrical needs and parking plans are due to DSRP no later than 30 days prior to the event. Failure to do so could hinder DSRP from meeting floor plan, event layout, dirt needs, electrical needs and parking needs. Changes made after this 30 day deadline may result in additional fees.

The decision as to whether or not a proposed event or activity is appropriate for the desired space at the Dripping Springs Ranch Park and Event Center rests with the DSRP Manager.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

EVENT NAME: _____

FEES

EVENT DATE: _____

Full payment of the fee for rental is due when the reservation is made to hold the space and date requested.

RENTAL SPACES REQUESTED: _____

RENTAL SPACE FEE AMOUNT: _____

ADD ONS & FEES: _____

TOTAL RENTAL FEES: _____ **BALANCE DUE ON RENTAL FEES:** _____

SECURITY DEPOSIT AMOUNT: _____ **DUE DATE:** _____

A separate security deposit of fifty (50%) percent of the facility rental cost (for 1 day) is due 2 weeks prior to the first day/date of the event unless otherwise noted in rental agreement.

BALANCE DUE FOR: _____ **BALANCE AMOUNT:** _____

Please read and initial/date below:

Initial: _____ Date _____ I have read and understand the policies, terms and conditions on the preceding pages required for rental of the park.

Initial: _____ Date _____ I understand that failure to comply with any of the policies, terms and conditions outlined in this agreement could result in forfeiture of my rental date, rental fees, security deposit and possible fines.

Initial: _____ Date _____ Damages to the rental space, facilities or any part of Dripping Springs Ranch Park Property exceeding the amount of the collected security deposit will be assessed at a cost plus 15% administrative fee.

Initial: _____ Date _____ Other fees may be assessed on an event basis depending on special requirements and requests from lessee.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

Please read and sign below:

I have read and agree to the terms and conditions stated in the Policies and General Park Rules for the Dripping Springs Ranch Park and Event Center and/or Outdoor Arena Complex, and Ranch House/Grounds and do hereby request the use of the facilities as outlined in this Agreement. As the authorized event agent, I shall be the responsible contact for my group, organization, membership, and/or event. Lessee hereby agrees to indemnify and hold harmless the City of Dripping Springs, and its officers and employees from and against any and all liabilities for any injury to person or property which may be suffered by me or by my party arising out of or in any way connected with participation in the rental noted above. By signing below, I declare I have read, understand, and agree to abide by the existing said Policies and Park Rules. I understand that I may request to have a copy of the Policies and Park Rules for my possession.

Lessee or Designated Event Spokesperson Signature

Date Signed

City Representative

Date Signed

*****CASH AND CHECKS ARE ACCEPTED*****

Please make checks payable to: DSRP; and hand deliver to 1042 Event Center Drive, Dripping Springs, Texas 78620 OR mail to DSRP, PO Box 384, Dripping Springs, Texas 78620. Contact DSRP Manager for more information.

Rachel Henry, DSRP Event Center Coordinator, RHenry@cityofdrippingsprings.com



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

2020 SECURITY DEPOSIT REFUND FORM

Event Name: _____

Event Date: _____

Contact Name: _____

Address: _____ City _____ State _____

Phone: (____) _____ - _____ Email: _____

Total Deposit Paid: \$ _____ RECEIPT #: _____ Date: ____/____/____

DEPOSIT REFUND NOTES-POST EVENT

The following security deposit amount is being returned for the event listed above:

Amount Returned: \$ _____

Refund Received by: _____ Date ____/____/____
(Customer Printed Name)

Customer Signature X _____

DSRP Staff Signature: _____ Date ____/____/____



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

Submitted By: Aaron Reed, Public Works Director

Council Meeting Date: 05/02/2023

Agenda Item Wording: **Approval of a Reimbursement Agreement between the City and Dripping Springs Water Supply Corporation for the Relocation of a Waterline.**

Agenda Item Requestor:

Summary/Background: The City has an existing Offsite Road Agreement with Ashton Woods that would fund and construct Rob Shelton Improvements. During construction of the Rob Shelton Improvements it was determined a water line owned by the Dripping Springs Water Supply Corporation (DSWSC) within the City's right-of-way needed to be moved to accommodate the Improvements. DSWSC expedited the relocation of the water line so as to not impact the City's schedule of construction of the Improvements. Such an impact would increase costs to the project. City staff has worked with DSWSC staff to come up with a plan to relocate the water line in a timely manner. The DSWSC Board has approved a change order from another construction contract to complete the relocation for a sum of \$29,300. The DSWSC Board requested a cost participation from the City on this project. City staff recommends a participation of \$10,000 by a reimbursement agreement.

**Commission
 Recommendations:**

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

Attachments:

Next Steps/Schedule:

CONSTRUCTION REIMBURSEMENT AGREEMENT

Dripping Springs Water Supply Corporation – Rob Shelton – Dripping Springs, Texas

WHEREAS, the parties to this Reimbursement Agreement (this “Agreement”) are the **City of Dripping Springs, Texas** (“City”), and **Dripping Springs Water Supply Corporation**, water supply (“DSWSC”); and

WHEREAS, on or about July 6, 2021, the City and Ashton, as “Owner,” entered into an Offsite Road Agreement that included that Ashton would fund and construct certain Rob Shelton Improvements (as defined in the Offsite Road Agreement) adjacent to approximately 100.58 acres of land to be developed by Ashton, its affiliates and/or their successors and assigns, including future owners and developers, as a master-planned community (the “Project”); and

WHEREAS, during construction of the Rob Shelton Improvements it was determined a water line owned by the Dripping Springs Water Supply Corporation within the City’s right-of-way needed to be moved to accommodate the Rob Shelton Improvements; and

WHEREAS, the cost of moving the water line will be approximately thirty thousand dollars (\$30,000) as shown in the change order in Attachment “B”; and

WHEREAS, the Rob Shelton Improvements and the associated water line are beneficial to the City of Dripping Springs and its residents; and

WHEREAS, providing partial reimbursement for the water line will ensure its efficient and cost-effective move to accommodate the Rob Shelton Improvements; and

WHEREAS, the parties wish to ensure that DSWSC is partially reimbursed for costs and expenses of the Rob Shelton Improvements pursuant to the foregoing.

NOW, THEREFORE, here comes the City and Owner to memorialize and execute a reimbursement agreement, as follows:

1. The Dripping Springs Water Supply Corporation agrees to move, or cause to be moved, the water line indicated in Attachment “A” to a place mutually agreed to by the City and the Dripping Springs Water Supply Corporation.
2. City agrees to reimburse DSWSC for ten thousand dollars (\$10,000) which is a portion of the costs and expenses for moving a water line related to the Rob Shelton Improvements. The total amount of reimbursement shall not exceed ten thousand dollars unless approved by the City Council of the City of Dripping Springs.

- 3. The City will reimburse Water for the Reimbursement Amount once the move of the water line is complete and a written request for reimbursement is reviewed and approved. The water line must be moved and constructed in accordance with all City and state regulations and in an area mutually agreed to by all parties.
- 4. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective legal representatives, successors and assigns. Neither party shall have the right to assign this Agreement or any right or interest hereunder to any person or entity without the other party's prior written consent.
- 5. This document is effective upon the date of execution by all parties (the "Effective Date").

ACCEPTANCE of these terms and conditions is demonstrated by the parties having executed this document as provided below.

SEVERABILITY. If any term or restriction of this Agreement is held by a court to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, and restrictions in this agreement shall remain in full force and effect.

CITY:

DATE:

by:

Michelle Fischer, City Administrator

WATER:

DATE:

by: _____
Dripping Springs Water Supply Corporation

ATTACHMENT "A"
WATER LINE

ATTACHMENT "B"
CHANGE ORDER

Subdivision Project Name	City Limits / ETJ	Location	Description	Status
SUB2021-0065 Heritage Phase 2 Final Plat	CL	Sportsplex Drive (Heritage Development)	162 Lots on 69.999 acres, 160 of which are residential with an average lot size of 0.143 acres	Waiting on Resubmittal
SUB2021-0069 Cannon Ranch Ph 1 Construction Plans	CL	Cannon Ranch Road	Development of 122 residential lots with public roadways, utilities, and drainage features.	Approved with conditions
SUB2021-0073 Hardy Preliminary Plat	CL	2901 W US 290	41 Residential lots on 39.341	Approved
SUB2022-0002 Hays Street Subdivision	CL	102 Bluff Street	Subdivision of 6 residential lots in the Historic District	Approved with conditions
SUB2022-0009 Driftwood Subdivision Phase 3 Preliminary Plat	ETJ	17901 FM 1826	Preliminary Plat for 14 lots: 12 Residential, 1 Commercial, 1 Industrial	Approved with conditions
SUB2022-0012 Driftwood Sub Ph 3 Sec 1 FP	ETJ	17901 FM 1826	Final Plat for 1 Commercial Lot	Waiting for Resubmittal
SUB2022-0013 Driftwood Sub Ph 3 Sec 2 FP	ETJ	17901 FM 1826	FP for 11 single-family residential lots, 1 open space lot, and 1 private street lot on 34.67 acres	Waiting for Resubmittal
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	Approval with Conditions
SUB2022-0021 Headwaters at BC Phase 3 CP	ETJ	Intersection of Hazy Hills Loop and Roy Branch Road	Construction Plans	Approved with conditions
SUB2022-0023 Overlook at Bunker Ranch CP	CL	2004 Creek Road	Construction Plans for 12 single family lots with 1 drainage lot	Approved with conditions
SUB2022-0028 Parten Ranch Phase 8	ETJ	End of Bird Hollow near Trickling Brook Road Intersection	90 Lot Subdivision	Approved with conditions
SUB2022-0033 The Ranch at Caliterra	ETJ	Premier Park Loop	Preliminary plat of the Carter tract with 243 lots	Approved with conditions
SUB2022-0036 Driftwood Creek FM 150 12 Treated Effluent and 10 Raw Wastewater Force mains Ph I and II	ETJ	FM 150	12 inch treated effluent line and 10 inch wastewater force mains to connect with Dripping Springs WWTP	Approved with conditions
SUB2022-0039 Village Grove Preliminary Plat	CL	Sports Park Rd	Village Grove PDD. This is 112.40 acres including 207 lots. 511 residential units, and 6.82 acres will be commercial	Waiting for Resubmittal
SUB2022-0040 102 S Bluff St CP	CL	Hays st	Construction Plans for 7 lots. Six of which are residential and 1 will be landscaping	Waiting for Resubmittal
SUB2022-0041 Hays St Preliminary Plat	CL	Hays st	Preliminary Plat for 7 lots. Six of which are residential and 1 will be landscaping	Approved with conditions
SUB2022-0042 Silver Creek Subdivision	ETJ	Silver Creek Rd	70-acre tract to be developed into a 28 single family lots with access, paving, on-site sewage, water supply well, and an undisturbed open space	Approved with 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 owner.	Waiting for Resubmittal
SUB2022-0045 Ellington Estates MP	ETJ	206 Darden Hill Rd	Legalizing the lot	Approval with Conditions
SUB2022-0046 Kali Kate	ETJ	4550 FM 967	City of Dripping Springs and City of Buda Interlocal Agreement	Waiting for Resubmittal
SUB2022-0047 Ariza West 290	ETJ	13900 W US Highway 290	The Final Plat for an apartment complex	In Administrative Completeness
SUB2022-0048 Wild Ridge Phase 1 CP	CL	E US 290	Construction plans for phase 1 of Wild Ridge	Waiting for Resubmittal
SUB2022-0049 Serenity Hills	ETJ	1111 HAYS COUNTRY ACRES ROAD	50 Lot subdivision in Dripping Springs ETJ	Approved with conditions
SUB2022-0050 North 40, Section 2, Block B, Lots 1, 2, 29, and 30	CL	28501 RR 12	Amending Plat to combine 4 lots into 1	Waiting for Resubmittal
SUB2022-0052 Village Grove Phase 1 CP	CL	Sports Park Rd	The construction plans for phase 1 of the Village Grove development	Waiting for Resubmittal
SUB2023-0001 Village Grove Phase 2B CP	CL	Sports Park Rd	Residential townhome infrastructure improvements. Construction of 16 Townhome lots and roadways.	Waiting for Resubmittal
SUB2023-0003 The Ranch at Caliterra CP	ETJ	Soaring Hill Rd at HC Carter Way	Construction Plans for the Carter tract.	Waiting for Resubmittal
SUB2023-0004 Driftwood 967, Ph 1, Lot 2 Replat	ETJ	FM 967 at FM 1826	Subdividing 1 lot to 11 lots to be part of the Driftwood Development	Waiting for Resubmittal
SUB2023-0005 Skylight Hills Prelim	ETJ	13001 & 13111 High Sierra	Creating 11 residential lots in the ETJ	Waiting for Resubmittal
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	Waiting for Resubmittal
SUB2023-0007 Skylight Hills Construction Plans	ETJ	13001 & 13111 High Sierra	Creating the infrastructure of 11 residential lots	Waiting for Resubmittal
SUB2023-0008 Silver Creek Subdivision Construction Plans	ETJ	Silver Creek Rd	29 Single family residential lots with access, paving, OSSF, water supply well, and open space	Waiting for Resubmittal
SUB2023-0009 Needham Estate, Lot 3 Replat	ETJ	701 Needham Rd	Dividing lot 3 into two lots, 3A and 3B.	Under Review
SUB2023-0010 Caliterra Phase 5 Section 13 Prelim	ETJ	Bridge Water Loop at Kelsey Lane	Prelim plat for 11 new lots in phase 5 section 13	Waiting for Resubmittal
SUB2023-0012 Springlake Lot 57 Replat	ETJ	100 Oakview Dr	Subdivide the existing tract of land into two newly platted tracts of land.	Waiting for Resubmittal
SUB2023-0011 Big Sky Ranch Phase 3 AP	CL	171 Sue Peak Loop	Amending plat to accommodate builders larger home designs.	Approval with Conditions
SUB2023-0013 WT Chapman, 5th Addition, Lots 1-4 Amending Plat	CL	216 South Bluff St	Dividing 1 lot into 4.	Waiting for Resubmittal
SUB2023-0014 Parten Ranch Phase 8 CP	ETJ	End of Bird Hollow near Trickling Brook Road Intersection	81.03 acres with 87 single family lots and 3 drainage / open space lots and right of way.	Waiting for Resubmittal
SUB2023-0015 CAK Capital Office Building AP	CL	28496 Ranch Road 12	Removal of lot line between LOTS 1-2 BLK A, to create LOT 1 BLK A	Under Review
SUB2023-0016 520 Matzig Replat	ETJ	520 Matzig Cove	Modify drainage easement.	Under Review
SUB2023-0017 Caliterra Phase Two Lot 9 Block F Section Seven Replat	ETJ	Peakside Circle	Subdivide single lot into 4 lots.	Under Review
SUB2023-0018 Cannon Ranch Phase 2 Final Plat		Rushmore Drive at Lone Peak Way	Subdivide into 100 lots.	Under Review
SUB2023-0019 Driftwood Golf and Ranch Club, Phase 4, Revised Preliminary Plan		Driftwood Ranch Drive	Revise original plat of DW Ph 4 prelim.	Under Review
SUB2023-0020 Driftwood Golf and Ranch Club, Phase 4 Final Plat		Driftwood Ranch Drive	Subdivide into 20 lots.	Under Review

ADMINISTRATIVE APPROVAL 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
SD2021-0013 Dreamland	ETJ			Waiting on resubmittal
SD2021-0030 Belterra Townhomes	ETJ	Belterra	Seven townhome units with associated parking, sidewalk, utilities, and drainage	Waiting on resubmittal
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	Waiting on resubmittal
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
SD2022-0010 Wenty's Wine Bar	ETJ	5307 Bell Springs Rd	Wine bar and associated improvements	Waiting on resubmittal
SD2022-0007 Heritage Effluent Line Stage II Extension	CL	511 Mercer Street	Extension of the existing 12" effluent line north along RR12, along with an 8" effluent line that spans from Rob Shelton, across Hwy 290, and north to Heritage Stage 2	Waiting on resubmittal
SD2022-0008 Patriot's Hall Phase 1B	ETJ	231 Patriots Hall Blvd	New Patriot's Hall event building with parking, infrastructure and water quality	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 of 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
SD2022-0016 JWLP Lot 6 Revision 1	CL	249 Sportsplex Drive	Revision to the original site plan	Waiting on resubmittal
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
SD2022-0019 Double L Ranch, Phase 1	ETJ	RR 12	Construction of water, wastewater, drainage and paving improvements for 244 single family lots.	Waiting on resubmittal
SD2022-0020 Merigian Studios	ETJ	105 Daisy Lane	Art studio with driveway, parking, and external structures	Approved w/ Conditions
SD2022-0023 Christian Automotive	ETJ	100 N. Canyonwood Drive	Construction of an approximately 6,000 square feet of light automotive facility	Approved w/ Conditions
SD2022-0024 4400 US 290 SP	ETJ	4400 US 290	7 Commercial Buildings in the ETJ	Waiting on resubmittal
SD2022-0025 Hardy Drive	ETJ	2901 US 290	Construction of a road for the Hardy and Bunker Ranch development to meet fire code	Waiting on resubmittal
SD2022-0027 Sawyer Ranch Lot 3A	CL	13341 W US 290	Lot 3A of the Sawyer Ranch at US 290 development. This consists of commercial buildings with parking, sidewalks, and utilities.	Approved w/ Conditions
SD2022-0029 Headwaters Commercial East Phase 1 SP	CL	Headwaters Blvd.	Development of a preschool with associated utility infrastructure, storm infrastructure, parking lot improvements, and a water quality/detention pond that accounts for future developments	Under Review
SD2022-0031 WHIM Corporate Site Plan	CL	27950 RR12	The construction of the corporate HQ for WHIM along with the site improvements needed and as shown in the site plan.	Under Review
SD2022-0032 Driftwood Ranch Clubhouse	ETJ	17901 FM 1826	Clubhouse buildings and parking	Approved
SD2022-0038 CAK Capital Office Building	CL	28496 Ranch Road 12	Site improvements for future detached office building	Approved w/ Conditions
SD2022-0039 Big Sky Ranch WWTP	CL	Sue Peaks Loop	Temporary Wastewater Treatment Plan and subsurface area drip disposal system to serve Big Sky Development	Waiting on resubmittal
SD2022-0041 Dripping Springs Urgent Care	CL	164 Belterra Village Way	Ground up development of an urgent care facility within the Belterra Commercial District	Waiting on resubmittal
SD2022-0042 Suds Brothers Car Wash	CL	610 W Hwy 290	Rapid car wash facility	Waiting on resubmittal
SD2022-0043 Tiger Lane Office Complex	CL	Tiger Lane	Office complex with potential for food trucks	Waiting on resubmittal
SD2023-0001 Arrowhead Ranch Offsite Wastewater Extension	CL	Arrowhead Ranch	To connect the existing wastewater improvements from Arrowhead to the City wastewater system.	Approved w/ Conditions
SD2023-0002 Fitzhugh Corners	ETJ	15310 Fitzhugh Road	A 13,908 sq ft building with site improvements	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
SD2023-0005 DGRC Creek Phase 1 WQ Pond Revision	ETJ	Thurman Roberts Way Driftwood	Water Quality pond revision	Approved
SD2023-0006 DS Vet Clinic	CL	Cortaro Dr & RR 12	2 Phase Site Development Plan with 3,957sf veterinarian clinic with paving, drainage and utility infrastructure	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 tow additional duplexes w/ accompanying site improvements	Waiting on resubmittal
SD2023-0009 Paloma	CL	235 Sports Park Rd	Adding improvements to the site	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.	Under Review

<i>Ongoing Projects</i>	
Comprehensive Plan	Meetings with DTJ
Gateway Village	Approved
Cannon Mixed-Use	Back and forth comments
PDD2023-0001 Madelynn Estates	New PDD