



## Planning & Zoning Commission Regular Meeting

*Dripping Springs City Hall*

*511 Mercer Street – Dripping Springs, Texas*

*Tuesday, September 23, 2025, at 6:00 PM*

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## AGENDA

### CALL TO ORDER AND ROLL CALL

#### **Commission Members**

Mim James, Chair  
Tammie Williamson, Vice Chair  
Christian Bourguignon  
Doug Crosson  
Eugene Foster  
Douglas Shumway  
Evelyn Strong

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

Planning Director Tory Carpenter  
City Attorney Laura Mueller  
City Secretary Diana Boone  
Senior Planner Sara Varvarigos  
IT Director Jason Weinstock

### PLEDGE OF ALLEGIANCE

### PRESENTATION OF CITIZENS

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

## CONSENT AGENDA

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

- 1. Approval of the July 22, 2025 Planning & Zoning Commission regular meeting minutes.**

## BUSINESS AGENDA

- 2. Public hearing and consideration of recommending an Ordinance approving a Zoning Map Amendment regarding ZA2025-001: Rezoning the tract from Agriculture (AG) to General Retail with a Conditional Overlay (GR-CO) for the 4.98 acres located at 126025 Ranch Road 12. Applicant: Angie and Brad Mendenhall, MBARR Holdings LLC**
  - a. Applicant Presentation
  - b. Staff Report
  - c. Public Hearing
  - d. Ordinance

## PLANNING REPORTS

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

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

## CLOSED SESSION

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

- 4. Consultation with Attorney related to legal issues in development agreement and planned development district process and Deliberation Regarding Economic Development Negotiations. (551.071, Consultation with Attorney; 551.087, Economic Development).**



## UPCOMING MEETINGS

### *Planning & Zoning Commission Meetings*

October 28, 2025, at 6:00 p.m.

November 17, 2025, at 6:00 p.m.

December 9, 2025, at 6:00 p.m.

### *City Council & Board of Adjustment Meetings*

October 7, 2025, at 6:00 p.m.

October 21, 2025, at 6:00 p.m.

November 4, 2025, at 6:00 p.m.

November 18, 2025, at 6:00 p.m.

December 2, 2025, at 6:00 p.m.

December 16, 2025, at 6:00 p.m.

## ADJOURN

## TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

*I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com), on **September 17, 2025 at 5:00 PM**.*

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*Diana Boone, City Secretary*

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



## Planning & Zoning Commission Regular Meeting

*Dripping Springs City Hall*

*511 Mercer Street – Dripping Springs, Texas*

*Tuesday, July 22, 2025, at 6:00 PM*

### **DRAFT MINUTES**

#### **CALL TO ORDER AND ROLL CALL**

With a quorum of commissioners present, Chair James called the meeting to order at 6:02 p.m.

##### **Commission Members Present:**

Mim James, Chair  
Tammie Williamson, Vice Chair  
Christian Bourguignon  
Eugene Foster  
Douglas Shumway  
Evelyn Strong

##### **Commission Member Absent:**

Doug Crosson

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

Planning Director Tory Carpenter  
City Attorney Laura Mueller  
City Secretary Diana Boone  
IT Director Jason Weinstock  
Senior Planner Sara Varvarigos  
Mayor Bill Foulds, Jr.  
Mayor Pro Tem Taline Manassian

#### **PLEDGE OF ALLEGIANCE**

#### **PRESENTATION OF CITIZENS**

*A member of the public who wishes to address the Commission regarding items on the posted agenda may do so at Presentation of Citizens. For items posted with a Public Hearing, the Commission requests that members of the public hold their comments until the item is presented for consideration. Members of the public wishing to address matters not listed on the posted agenda may do so at Presentation of Citizens. Speakers are allotted two (2) minutes each and regarding issues not on the agenda and two (2) minutes*

*per item on the agenda may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the Commission. Speakers are encouraged to sign in to speak, but it is not required. By law no action shall be taken during Presentation of Citizens.*

No one spoke during Presentation of Citizens.

## **CONSENT AGENDA**

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

- 1. Consider approval of the May 27, 2025 Planning & Zoning Commission regular meeting minutes.**

A motion was made by Commissioner Bourguignon and seconded by Vice Chair Williamson, to approve the May 27, 2025, Planning & Zoning Commission minutes. The motion to approve carried unanimously 6 to 0.

## **BUSINESS AGENDA**

- 2. Legislative Update and Potential Land Use Actions.** *Laura Mueller, City Attorney*

Laura Mueller provided the update. No action was taken.

## **PLANNING REPORTS**

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

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

Tory Carpenter presented the department report. No action was taken.

## **CLOSED SESSION**

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

The Commission did not meet in Closed Session

## **ADJOURN**

A motion was made by Commissioner Strong and seconded by Vice Chair Williamson, to adjourn the meeting. The motion to adjourn carried unanimously 6 to 0.

The meeting adjourned at 7:06 p.m.



# Planning & Zoning Commission Planning Department Staff Report

Item 2.

## Planning & Zoning Commission Meeting:

September 23, 2025

## Project No:

ZA2025-001

## Project Planner:

Sara Varvarigos, AICP – Senior Planner

## Item Details

### Project Name:

PREP School at Caliterra (Daycare)

### Property Location:

26025 Ranch Road 12 S., Dripping Springs, TX

### Legal Description:

A0415 Philip A Smith Survey, Tract 18, 4.98 Acres, Commercial Parcel

### Applicant:

Angie and Brad Mendenhall, MBARR Holdings LLC

### Property Owners:

Cf Cslk Caliterra LLC

### Request:

Zoning Amendment from Agricultural (AG) to General Retail with a Conditional Overlay (GR-CO)

### Recommendation:

Staff recommends approval of the zoning amendment and conditional overlay.



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Texas

### Location Map

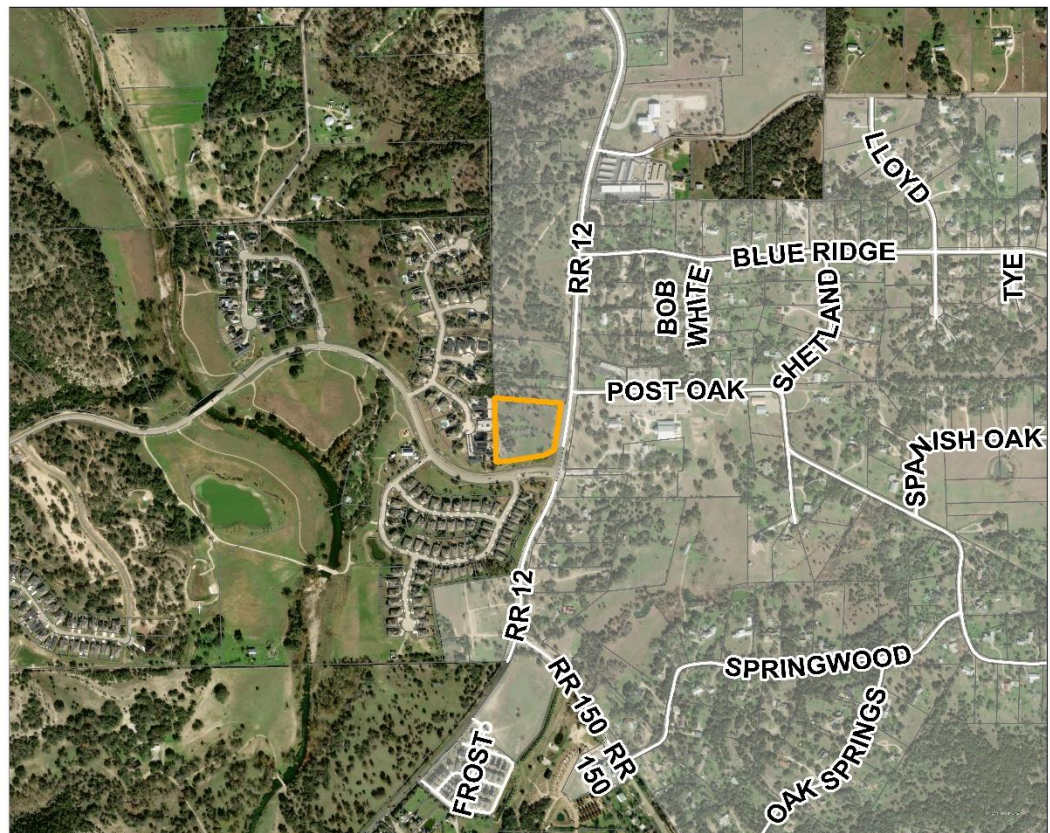
ZA2025-001  
26025 Ranch Road 12

#### Legend

- Roads
- Subject\_Property
- City Limits



0 40 80 160 240 320  
Yards



## Overview

The applicant is requesting approval of a zoning map amendment to rezone an approximately 4.98-acre tract of land located at the entrance of the Caliterra Subdivision, from Agricultural (AG), to General Retail with a Conditional Overlay (GR-CO). The subject property is identified in Caliterra's Development Agreement concept master plan as a commercial land use (Exhibit 3).

The applicant intends to subdivide this parcel into two lots and construct a new PREP School daycare on the southern half of the site. The proposed zoning amendment would rezone the 4.98-acre property's base zoning district from AG to GR, which is consistent with the Caliterra Development Agreement's planned future land use for this site (Exhibit 3 and 4). Additionally, a Conditional Overlay would limit the land uses allowed on this site, prioritizing compatibility with neighboring residences and land uses, while also imposing a thirty-foot-wide landscape buffer along the western boundary of the property, adjacent to Caliterra residences (Exhibit 1).

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

- *The AG, agriculture district is designed to permit the use of land for ranching, propagation and cultivation of crops, small-scale horticultural enterprises, and similar uses. Single-family uses on large lots are also appropriate for this district. Territory that has been newly annexed into the city is initially zoned agriculture. It is anticipated that some portion of agriculturally zoned land may eventually be rezoned to another zoning classification in the future.*

The applicant is requesting a zoning amendment to "GR-CO"

- **GR – General Retail:** *The GR, general retail district is established to provide areas for retail facilities that are larger than those generally located in the local retail district, such as large grocery stores, bookstores, and the like. Areas zoned for general retail should have convenient regional access via major thoroughfares, such as U.S. Highway 290 or Ranch Road 12, and major collector streets are primary locational considerations. Office uses, hotel/motel uses, community scale retail, and bed-and-breakfasts are permitted within general retail districts. Commercial services and industrial uses shall not be permitted.*
- **CO – Conditional Overlay:** *A conditional overlay (CO) consists of supplemental regulations, restrictions or conditions that apply to a particular tract of real property, apart from and in addition to the rules of the base zoning district in which the particular tract is located. These supplemental regulations may include prohibiting permitted, conditional, and accessory uses otherwise authorized in the base district or making a permitted use a conditional use, increasing the minimum lot size or lot width requirements, increasing minimum yard and setback requirements, decreasing maximum building height and floor to area ratios, decreasing maximum building or impervious coverage, and restricting access to abutting and nearby roadways, among other things.*

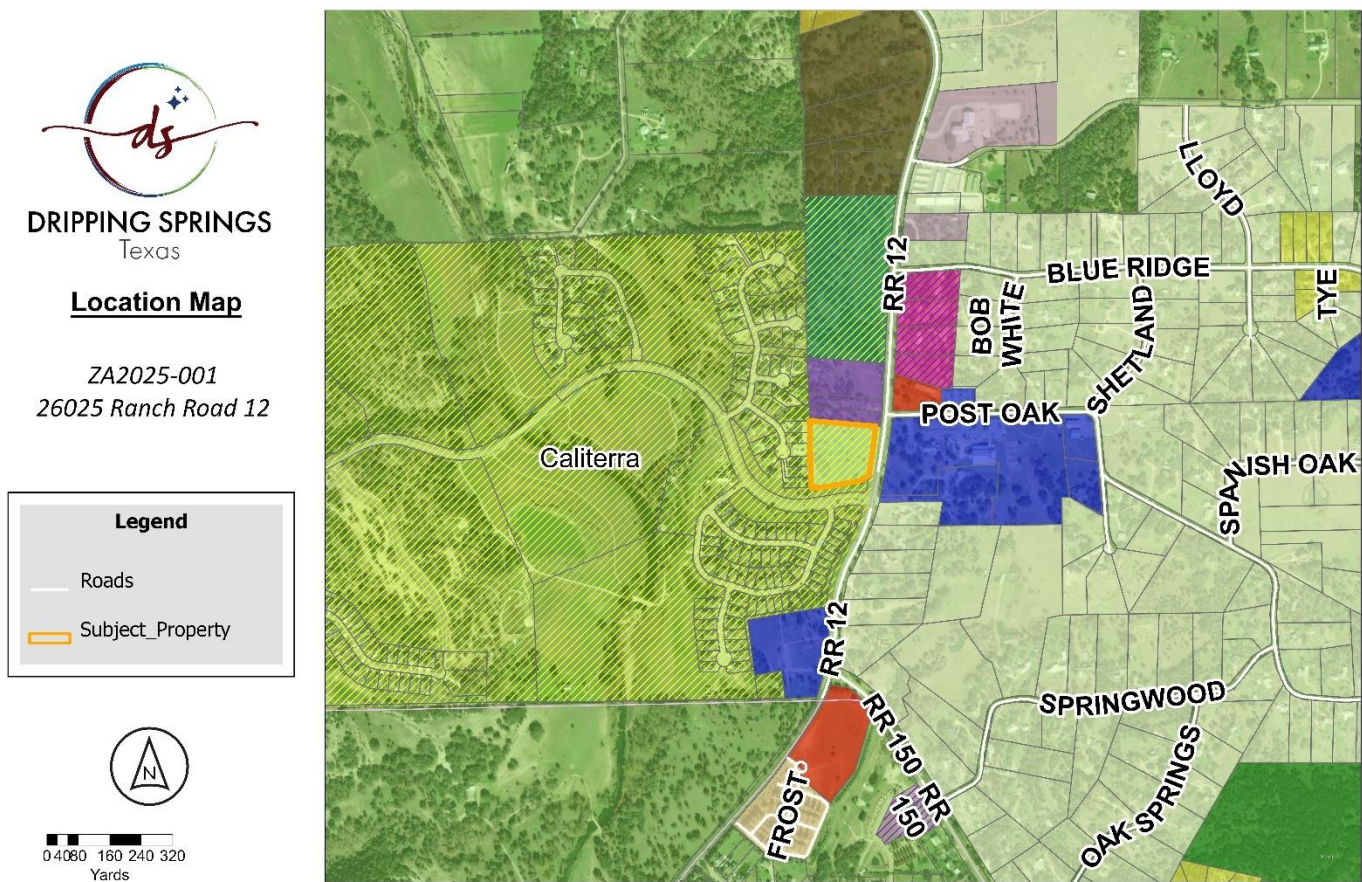
## Analysis of Existing and Proposed Zoning

|                                 | AG   | GR- CO  | Differences between AG & GR-CO                   |
|---------------------------------|--|---|--|
| <b>Max Height</b>               | 40 feet (Main and Accessory)                 | 40 feet (Main)<br>25 Feet (Accessory)                                   | 0 feet (Main)<br>15 feet less (Accessory)        |
| <b>Min. Building Separation</b> | 10 feet between Main and Accessory buildings | 80 feet between buildings   | 70 feet more                                     |
| <b>Min. Front Yard Setback</b>  | 50 feet                                      | 25 feet   | 25 feet less                                     |
| <b>Min. Side Yard Setback</b>   | 10-30 ft                                     | 25 feet   | -5 feet to +15 feet                              |
| <b>Min. Rear Yard Setback</b>   | 50 feet                                      | 40 ft for property line abutting residential uses, with a 30 ft minimum | 10 feet less, but imposes 30 ft landscape buffer |



|  | AG                           | GR- CO             | Differences between AG & GR-CO |
|--|------------------------------|--------------------|--------------------------------|
|  |                              | landscape buffer   |                                |
| <b>Min. Lot Size</b>                     | 2 acres (87,120 square feet) | 20,000 square feet | 67,120 square feet less        |
| <b>Min. Lot Width</b>                    | 100 feet                     | 100 feet           | 0 feet                         |
| <b>Min. Lot Depth</b>                    | 150 feet                     | 150 feet           | 0 feet                         |
| <b>Impervious Cover</b>                  | 30%                          | 60%                | 30% more                       |
| <b>Number of Uses Permitted by Right</b> | 30                           | 16                 | 14 less                        |


## Analysis of Surrounding Properties



| Direction    | Zoning District      | Existing Use                      | Future Land Use                       |
|--------------|----------------------|-----------------------------------|---------------------------------------|
| <b>North</b> | GR, PDD #9           | Vacant                            | Mixed-use activity center (Exhibit 5) |
| <b>East</b>  | GUL, CS, LR-CO, SF-1 | Religious Use, Motel, Residential |                                       |
| <b>South</b> | Caliterra DA, SF-1   | Residential Use                   |                                       |
| <b>West</b>  | Caliterra DA         | Residential Use                   |                                       |



Existing GR-Zoned Properties




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**GR Zoning Map**

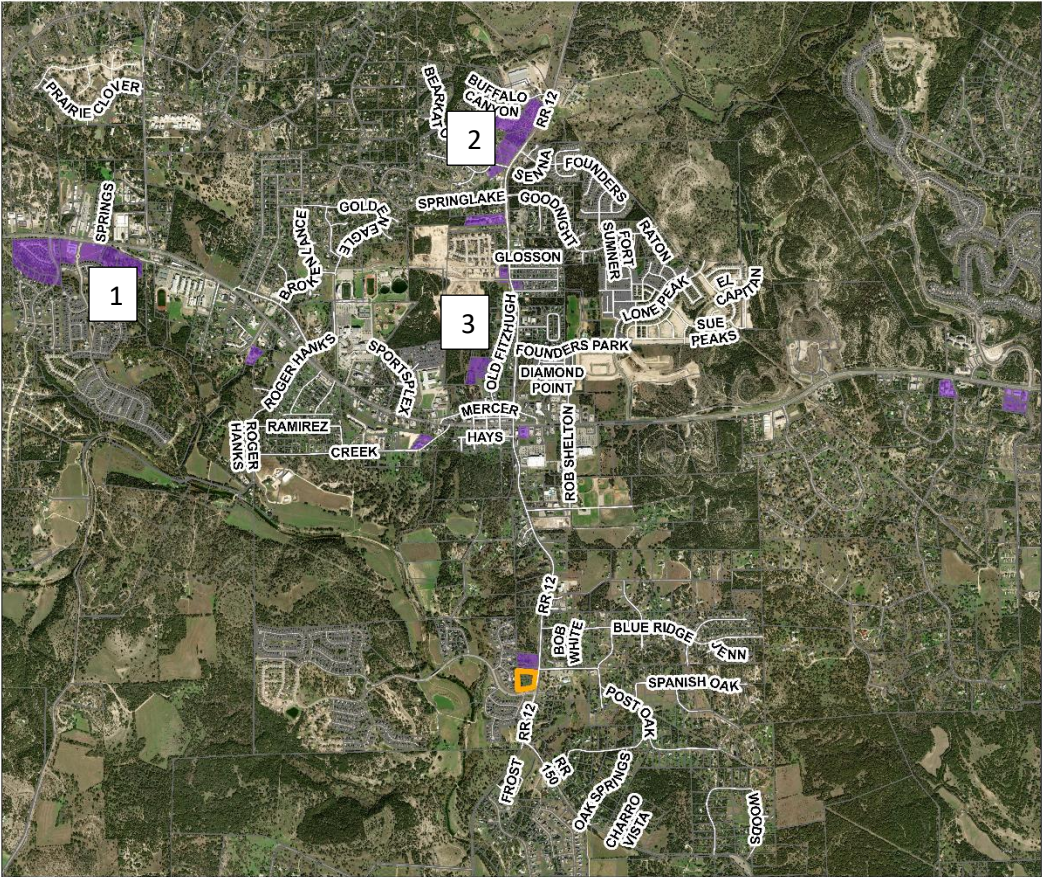
ZA2025-001  
26025 Ranch Road 12

**Legend**

- Roads
- Subject\_Property
- Existing GR Zoning



0 500 1,000 1,500 2,000  
Yards



| Major Undeveloped GR Zoning District Areas | Description   | Approximate Area | Existing Use                          |
|--|---|------------------|---------------------------------------|
| 1  | Undeveloped GR-zoned area of Arrowhead Ranch along W US 290           | 19 Acres         | Site Development Permits Under Review |
| 2  | Undeveloped GR-zoned area of Harrison Hills along north Ranch Road 12 | 26 Acres         | Vacant                                |
| 3  | Cluster of larger parcels along Old Fitzhugh                          | 9 Acres          | Residential Use                       |



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

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

| Factors   | Staff Comments  |
|---|---|
| 1. whether the proposed change will be appropriate in the immediate area concerned;   | The proposed zoning amendment is consistent with the Caliterra Development Agreement, which identifies this area for commercial land use in its conceptual plan and specifies its future designation as a GR zoning district is section 3.2.4 of the DA (Exhibits 3, 4). The addition of a Conditional Overlay also limits the permitted land uses to 16 uses that would be most compatible with the project site (refer to Exhibit 2, Proposed Conditional Overlay Ordinance), adjoining existing land uses and community needs.   |
| 2. their relationship to the general area and the City as a whole;  | The change supports the city's goals for the southern portion of Ranch Road 12, aligning with the city's Future Land Use Plan for a mixed-use activity center at this location (Exhibit 5), while providing additional services to the surrounding community.   |
| 3. whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;  | The applicant has stated that project will require 7 wastewater LUEs.<br>The Caliterra project currently is assigned 675 available wastewater LUEs via the developer's agreement. The project has used 617 LUEs to date. The 7 required wastewater LUEs will be allocated from the remaining 58 wastewater LUEs (Exhibit 1).  |
| 4. the amount of undeveloped land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such undeveloped land unavailable for development; | Aside from the undeveloped GR-zoned property located to the north of the project site, the amount of undeveloped GR-zoned land is primarily found in 3 areas:<br><br>1. Arrowhead Ranch to the south of US 290, which has site development permits under review.<br>2. Harrison Hills along the northern portion of Ranch Road 12 and<br>3. Tracts of land along Old Fitzhugh Road. Area 1 is subject to the Arrowhead Ranch Development Agreement, which identifies the area for Commercial Land Uses.<br><br>There are no special circumstances that may make a substantial part of the undeveloped land unavailable for development in any of the areas. However, the tracts along Old Fitzhugh are located within a Historic District, and as such future redevelopment would require review and approval by the Historic Preservation Commission. This zoning amendment would not make any land undevelopable. |
| 5. the recent rate at which land is being developed in the same zoning classification, particularly in the  | The land in the surrounding area has primarily been developed for single family residential use in  |

|  |  |
|--|--|
| vicinity of the proposed change;   | the past decade, while commercial and retail development has occurred more slowly in this area.  |
| 6. how other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved;  | Approving this amendment will not negatively impact other areas designated for General Retail development. Instead, it enhances the viability of the existing commercial corridor along the southern portion of RR 12 and may attract additional investment to the area. |
| 7. whether the proposed change treats the subject parcel of land in a manner which is significantly different from decisions made involving other, similarly situated parcels; and | Approval of this request would not treat the subject parcel differently from other GR zoned parcels in proximity to residential development.   |
| 8. any other factors which will substantially affect the public health, safety, morals, or general welfare.  | The proposed change supports public welfare by enhancing community access to goods and services, and promoting economic development along Ranch Road 12. It also ensures compatibility with surrounding uses, minimizing any adverse impacts on adjacent properties.     |

## Additional Staff Analysis

The project area was annexed into City limits in May 2015, and automatically zoned AG (Exhibit 6). As surrounding properties have continued to develop along the Ranch Road 12 corridor, it is appropriate to amend the zoning of this project area to reflect the growing need for local services and retail land uses.

Rezoning the property to General Retail- Conditional Overlay (GR-CO) ensures that future redevelopment of the site will comply with the Caliterra Development Agreement as well as the City's Comprehensive Plan. The proposed zoning change provides an opportunity to provide services to residents of Caliterra and neighboring properties while limiting permitted land uses to those most compatible with existing land uses.

## Staff Recommendation

Staff recommends Approval of the zoning amendment as presented.

### *Planning and Zoning action:*

*2.34.1 The P&Z shall hold a public hearing on a zoning an amendment to the Zoning Ordinance. After all public input has been received and the public hearing closed, the P&Z shall make its recommendations on the proposed zoning request and concept plan, if submitted, stating its findings, its overall evaluation of the request, and its assessment regarding how the request relates to the City's Comprehensive Plan. The P&Z may, on its own motion or at the applicant's request, defer its decision recommendations until it has had an opportunity to consider other information or proposed modifications to the request which may have a direct bearing thereon. If the P&Z elects to postpone or defer its hearing on the request, such action shall specifically state the time period of the postponement by citing the meeting date whereon the request will reappear on the P&Z's agenda.*

*2.34.2 When the P&Z is ready to act upon the zoning request, it may recommend:*

- (a) approval of the request as it was submitted by the applicant;*
- (b) approval of the request subject to certain conditions as in the case of a conditional overlay; or*
- (c) disapproval of the request.*

*2.34.3 The P&Z's recommendation will be automatically forwarded to the City Council for a second public hearing thereon.*

## Public Notification

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the zoning map amendment. To date, no letters for or against the request have been received.

## Meeting Schedule

September 23, 2025 – Planning & Zoning Commission

October 21, 2025 – City Council

## Attachments

Exhibit 1 – Zoning Amendment Application

Exhibit 2 – Proposed Conditional Overlay Ordinance

Exhibit 3 – Caliterra Development Agreement Conceptual Plan

Exhibit 4 – Caliterra Development Agreement

## Planning Department Staff Report

Item 2.

|                          |  |
|--------------------------|--|
| Recommended Action:      | Recommend approval of the requested Zoning Amendment |
| Alternatives/Options:    | Recommend denial of the zoning map amendment.        |
| Budget/Financial Impact: | All fees have been paid.                             |
| Public Comments:         | None as of the date of this report.                  |
| Enforcement Issues:      | N/A  |



City of Dripping Springs

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

## ZONING/PDD AMENDMENT APPLICATION

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

### CONTACT INFORMATION

PROPERTY OWNER NAME Cf Cslk Caliterra LLCSTREET ADDRESS 12222 Merit Dr. Ste 1020CITY Dallas STATE TX ZIP CODE 75251PHONE 972-960-2777 ext 103 EMAIL grich@siepiela.comAPPLICANT NAME Angie and Brad MendendhallCOMPANY MBARR Holdings LLCSTREET ADDRESS 402 Dry Creek RoadCITY Austin STATE TX ZIP CODE 78737PHONE 512-557-6712 EMAIL ahlmend08@outlook.com

### REASONS FOR AMENDMENT

☐ TO CORRECT ANY ERROR IN THE REGULATION  
OR MAP

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

☐ TO RECOGNIZE CHANGED CONDITIONS OR  
CIRCUMSTANCES IN A PARTICULAR LOCALITY

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



| PROPERTY & ZONING INFORMATION  |   |
|--|---|
| PROPERTY OWNER NAME  | Cf Cslk Caliterra LLC   |
| PROPERTY ADDRESS   | 26025 RR12 S., Dripping Springs, TX 78620   |
| CURRENT LEGAL DESCRIPTION  | A0415 Philip A Smith Survey, Tract 18; Acres 4.98, Commercial Parcel  |
| TAX ID#  | R17992  |
| LOCATED IN   | <input checked="" type="checkbox"/> CITY LIMITS<br><input type="checkbox"/> EXTRATERRITORIAL JURISDICTION   |
| CURRENT ZONING   | Agricultural  |
| REQUESTED ZONING/AMENDMENT TO PDD                                    | GR-CO) General Retail with Conditional Overlay  |
| REASON FOR REQUEST<br>(Attach extra sheet if necessary)              | We respectfully request the rezoning of the subject property from Commercial (C) to (GR-OC) General Retail with Conditional Overlay to allow for the development and operation of The PREP School, a private daycare and preschool. This facility will serve the growing demand for high-quality early childhood education in the area by providing a safe, nurturing, and professionally managed environment for children. Rezoning this lot will enable the property to support necessary infrastructure and regulatory requirements for childcare services, while also aligning with the area's long-term development plans and contributing positively to the local economy and family support systems. |
| INFORMATION ABOUT PROPOSED USES<br>(Attach extra sheet if necessary) | The proposed use is to develop and operate The Prep School, a premier private preschool and daycare offering a nurturing, education-focused environment for children ages 6 weeks to 5 years. The facility will provide early childhood education through a proprietary curriculum, emphasizing safety, individualized learning, and school-readiness in a professionally managed setting.  |

### COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? \*

(See attached agreement).

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

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

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

**APPLICANT'S SIGNATURE**

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Gregory L. Rich, Atty-in-fact is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.

(As recorded in the Hays County Property Deed Records, Vol. \_\_\_\_\_, Pg. \_\_\_\_\_.)

Gregory L. Rich  
Name

Attorney-in-Fact for CF CLK Caliterra LLC  
Title

STATE OF TEXAS §

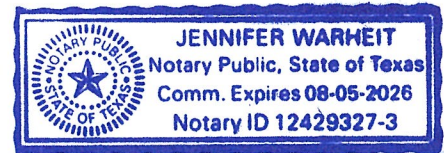
Dallas §  
COUNTY OF HAYS §

This instrument was acknowledged before me on the 15 day of August, 2025 by Gregory L. Rich, Atty-in-fact.

Jennifer Warheit  
Notary Public, State of Texas

My Commission Expires: 08-05-2026

Angie and Brad Mendenhall  
Name of Applicant





**ZONING AMENDMENT SUBMITTAL**

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

Angie Mendenhall  
Applicant Signature

08/14/2025  
Date

**CHECKLIST**

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



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

Project Number: \_\_\_\_\_ - \_\_\_\_\_

Only filled out by staff



**DRIPPING SPRINGS**  
Texas

### BILLING CONTACT FORM

Project Name: The PREP School at CaliterraProject Address: 26025 RR12 South, Dripping Springs, TX 78620Project Applicant Name: Angie and Brad Mendenhall

#### Billing Contact Information

Name: Angie and Brad MendenhallMailing Address: 402 Dry Creek Rd, Austin, TX 78737Email: ahllmend08@outlook.com Phone Number: 512-557-6712

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

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

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

Angie Mendenhall

Signature of Applicant

08/14/2025

Date



## City of Dripping Springs

511 Mercer Street • PO Box 384 • Dripping Springs, TX 78620 • 512.858.4725  
cityofdrippingsprings.com

*Open spaces, friendly faces.*

Date: **July 25, 2025**

Name: **Angie and Brad Mendendhall**  
Company: **MBARR Holdings LLC**  
Email: **ahlmend08@outlook.com**

Dear **Angie and Brad Mendendhall**:

This letter is to inform you that the application for **Prep School at Caliterra Zoning Amendment** has met all criteria as established in the City of Dripping Springs' Code of Ordinances and the Texas Local Government Code for official review.

This project has been assigned the case number **ZA2025-001** and will be referred to as such from now on. The Planning and Zoning Commission will make an official recommendation of approval or denial to City Council on Tuesday, August 26, 2025. City Council will then make an official determination on Tuesday, September 16, 2024. Your presence is requested at each of these meetings.

Should you have any questions or concerns in the meantime, please feel free to reach out to the planning department.

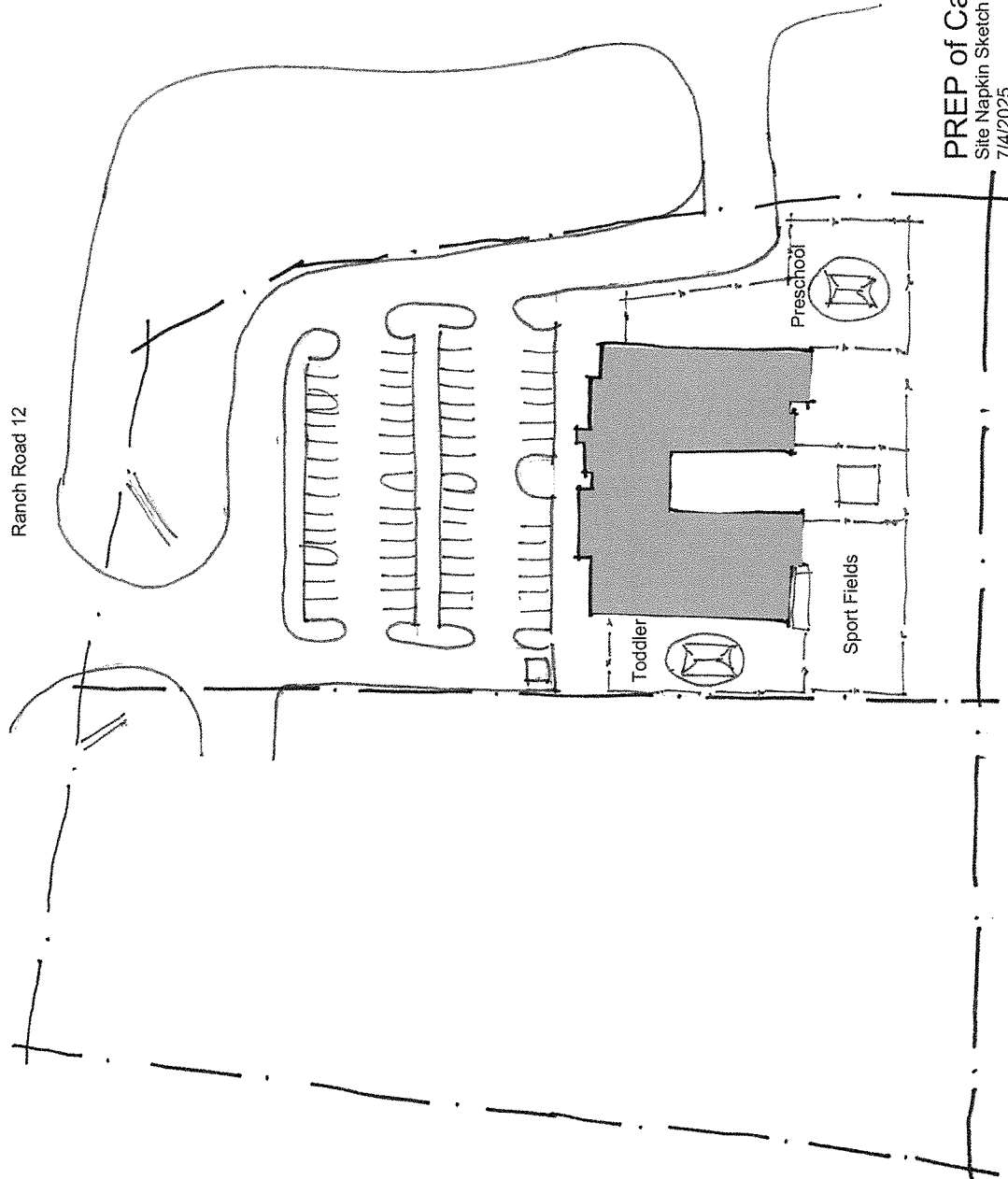
Regards,

Tory Carpenter  
Planning Director  
City of Dripping Springs

Ranch Road 12

Caliterra Parkway

PREP of Caliterra  
Site Napkin Sketch  
7/4/2025  
RPA # 2025303.00  
1"=60'





Carlson, Brigrance & Doering, Inc.

Civil Engineering ♦ Surveying

August 14, 2025

City of Dripping Springs  
511 Mercer Street  
Dripping Springs, Texas 78620

**RE: Caliterra Commercial – Prep School  
Overall Impervious Cover Calculation and Wastewater LUE availability**

Planning Staff:

This letter is on behalf of our client, CF CSLK Caliterra LLC , to verify that if the 5-acre commercial tract located a RR12 and Calterra Boulevard is granted GR zoning and a 60 percent impervious cover limit , the maximum development impervious cover in development agreement will not be exceeded. Also, to establish that there sufficient wastewater LUEs available to provide the required 7 wastewater LUEs necessary for the project.

We have been tracking the impervious cover with each section of Caliterra. If the approximately 5-acre commercial tract is built out to 60 percent impervious cover, the overall percentage of impervious cover for the Caliterra development would be 17.3 percent, well below the 20% threshold in the developer's agreement. Please see the attached spreadsheet.

The Caliterra project has 675 available wastewater LUEs via the developer's agreement. The project has used 617 LUEs to date. The 7 required wastewater LUEs will be allocated from the remaining 58 wastewater LUEs.

If you have any questions, please contact me at (512) 280-5160 or email [brettp@cbdeng.com](mailto:brettp@cbdeng.com).

Sincerely,  
**CARLSON, BRIGANCE AND DOERING, INC.**  
**(F3791)**

Brett R. Pasquarella, P.E.  
Vice President, Principal

| Land Uses<br>P= Permitted<br>C= Conditional Use Permit<br>Blank= Not Permitted<br>X= Proposed Permitted<br>Land Use | Existing Zoning<br>AG | Proposed Base Zoning<br>GR | Proposed Overlay Zoning<br>GR-CO; |
|---|-----------------------|----------------------------|-----------------------------------|
| Plant Nursery (Commercial)  | P                     | P                          |                                   |
| Garden (Non-Retail)   | P                     | P                          |                                   |
| Accessory Bldg./Structure<br>(Nonresidential)   |                       | P                          |                                   |
| Duplex/Two-Family   |                       | P                          |                                   |
| Garden Home/Townhome  |                       | P                          |                                   |
| Home Occupation   | P                     | P                          |                                   |
| Living Quarters on Site with<br>a Business  |                       | P                          |                                   |
| Multiple-Family Dwelling  |                       | P                          |                                   |
| Residential Loft  |                       | P                          |                                   |
| Swimming Pool, Private  | P                     | P                          |                                   |
| Armed Services Recruiting<br>Center   |                       | P                          |                                   |
| Check Cashing Service   |                       | P                          |                                   |
| Credit Agency   |                       | P                          |                                   |
| Insurance Agency Offices  |                       | P                          | X                                 |
| Offices,<br>General/Professional  |                       | P                          | X                                 |
| Office, Brokerage Services  |                       | P                          |                                   |
| Offices, Health Services  |                       | P                          | X                                 |
| Offices, Legal Services   |                       | P                          |                                   |
| Offices, Professional   |                       | P                          | X                                 |
| Offices, Real Estate Office   |                       | P                          |                                   |
| Security Monitoring<br>Company  |                       | P                          |                                   |
| Telemarketing Center  |                       | P                          |                                   |
| All-Terrain Vehicle   |                       | P                          |                                   |
| Antique Shop  |                       | P                          |                                   |
| Appliance Repair  |                       | P                          |                                   |
| Art Dealer/Gallery  |                       | P                          |                                   |
| Artisan's Shop  | P                     | P                          |                                   |
| Artist Studio   | P                     | P                          |                                   |
| Auto Supply Store   |                       | P                          |                                   |
| Bakery or Confectionary<br>(Retail)   |                       | P                          | X                                 |

|                                       |   |   |   |
|---------------------------------------|---|---|---|
| Barbershop                            |   | P |   |
| Beauty Shop                           |   | P |   |
| Bed and Breakfast Inn or Facility     | C | P |   |
| Bicycle Sales and Repair              |   | P |   |
| Book Store                            |   | P |   |
| Cafeteria                             |   | P |   |
| Computer Sales                        |   | P |   |
| Consignment Shop                      |   | P |   |
| Convenience Store (With Gas Sales)    |   | P |   |
| Convenience Store (Without Gas Sales) |   | P |   |
| Cooking School                        |   | P |   |
| Dance/Drama/Music Studio or School    |   | P | X |
| Department Store                      |   | P |   |
| Drapery, Blind Upholstery Store       |   | P |   |
| Financial Services                    |   | P | X |
| Florist Shop                          |   | P |   |
| Food or Grocery Store (General)       |   | P |   |
| Food or Grocery Store (Limited)       |   | P |   |
| Furniture Store (New and/or Used)     |   | P |   |
| Garden Shop (Inside Storage)          |   | P |   |
| General or Community Retail Store     |   | P |   |
| Hardware Store                        |   | P |   |
| Home Improvement Center               |   | P |   |
| Lawnmower Sales & Repair              |   | P |   |
| Live-in Security Quarters             |   | P |   |
| Locksmith                             |   | P |   |
| Major Appliance Sales                 |   | P |   |
| Market (Public)                       |   | P |   |
| Mobile food vendor - 10 days or less  |   | P |   |
| Motorcycle Dealer (Sales, Repair)     |   | P |   |
| Motel or Hotel                        |   | P |   |
| Needlework Shop                       |   | P |   |
| Pet Shop/Supplies                     |   | P | X |
| Pharmacy                              |   | P | X |
| Photocopying/Duplicating              |   | P |   |
| Photography Studio                    |   | P |   |

|  |   |   |   |
|--|---|---|---|
| Plant Nursery (Retail Sales, Outdoors)     |   | P |   |
| Radio or Television Studio                 |   | P |   |
| Restaurant (No Drive-Through Service)      |   | P |   |
| Restaurant (With Drive-Through)            |   | P |   |
| Shoe Repair                                |   | P |   |
| Tailor Shop                                |   | P |   |
| Tool and Machinery Rental (Indoor Storage) |   | P |   |
| Travel Agency                              |   | P |   |
| Temporary Outdoor Sales/Promotion          |   | P |   |
| Upholstery Shop                            |   | P |   |
| Used Merchandise/Furniture                 |   | P |   |
| Vacuum Cleaner Sales and Repair            |   | P |   |
| Veterinarian Clinic (Indoor Kennels)       |   | P | X |
| Woodworking Shop (Ornamental, Handmade)    |   | P |   |
| Auto Financing and Leasing                 |   | P |   |
| Auto Tire Sales and Repair                 |   | P |   |
| Auto Washing Facility, Attended            |   | P |   |
| Auto Washing Facility, Unattended          |   | P |   |
| Oil Change and Inspection                  |   | P |   |
| Tire Dealer, Indoor Storage                |   | P |   |
| Amusement Arcade (Four or more devices)    |   | P |   |
| Amusement Services (Indoor)                |   | P |   |
| Amusement Services (Outdoor)               |   | P |   |
| Billiard/Pool Facility                     |   | P |   |
| Bingo Hall                                 |   | P |   |
| Bowling Center                             |   | P |   |
| Country Club (Private)                     |   | P |   |
| Dance Hall                                 |   | P |   |
| Day Camp for Children                      | C | P | X |
| Dinner Theater                             |   | P |   |
| Golf Course (Miniature)                    |   | P |   |
| Golf Course (Public, Private)              | C | P |   |
| Health Club                                |   | P | X |

|  |   |   |                     |
|--|---|---|---------------------|
| Motion-Picture Theater                         |   | P |                     |
| Museum   |   | P |                     |
| Park and/or Playground                         | P | P |                     |
| Psychic Reading Services                       |   | P |                     |
| Theater (Stage)                                |   | P |                     |
| Video Rentals/Sales                            |   | P |                     |
| Child Day-Care Facility                        | C | P | X                   |
| Church, Religious Assembly                     | P | P |                     |
| Civic Club                                     |   | P |                     |
| Emergency Care Clinic                          |   | P | X                   |
| Fire Station                                   | P | P |                     |
| Fraternal Lodge or Union                       |   | P |                     |
| Group Day-Care Home                            | C | P |                     |
| Medical Clinic or Office                       |   | P | X (pediatrics)      |
| Home for the Aged,<br>Residential              | C | P |                     |
| Hospice  |   | P |                     |
| Hospital (Acute Care,<br>General)              |   | P |                     |
| Library  |   | P |                     |
| Maternity Home                                 |   | P |                     |
| Nursing/Convalescent<br>Home                   |   | P |                     |
| Orphanage                                      |   | P |                     |
| Philanthropic Organization                     |   | P |                     |
| Post Office                                    | P | P |                     |
| School, K Through 12<br>(public or private)    | P | P | X (tutoring center) |
| Feed and Grain Store                           |   | P |                     |
| Heating and Air-<br>Conditioning Sales/Service |   | P |                     |
| Contractor's Office (No<br>Outside Storage)    |   | P |                     |
| Plumbing Shop                                  |   | P |                     |



## Exhibit 2

**City of Dripping Springs**  
**CODE OF ORDINANCES**  
**CHAPTER 30: ZONING**  
**EXHIBIT A**

**1.1. Applicability**

This Ordinance shall apply solely to the following tracts, which shall herein be referred to as the subject property;

Tract 18:

Approximately 4.98 acres of land, A0415 Philip A Smith Survey, Tract 18, 4.98 Acres, recorded in Document # 21069668, Page 20-21, Deed Records, Hays County, Texas, (located on the northwest corner of the intersection of Caliterra Road and RR 12).

**1.2. Base Zoning District**

Except as provided in section 1.3 (below), the subject property shall be governed by the rules applying in General Retail – (GR) zoning district.

**1.3. Overlay**

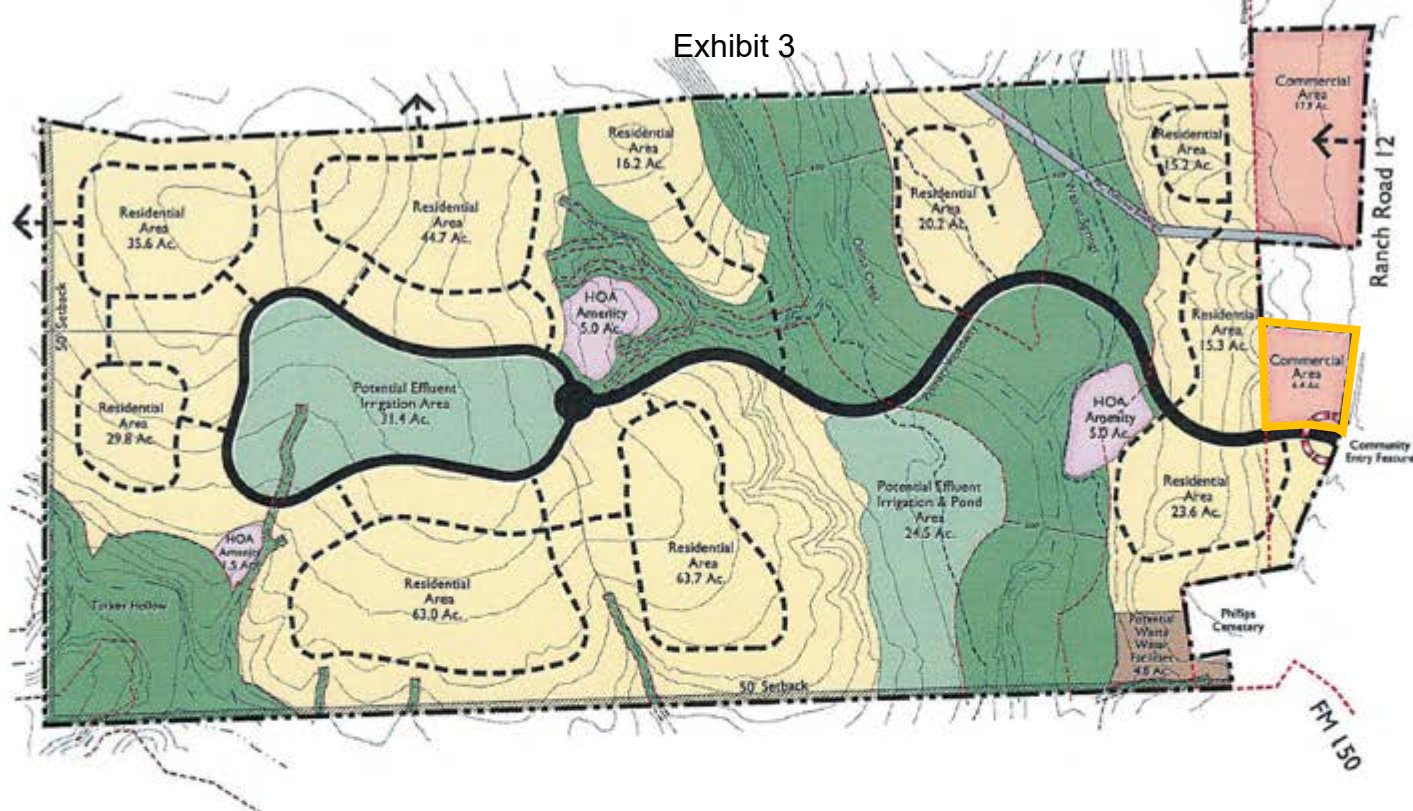
**1.3.1.** The Conditional Overlay is hereby amended and effectuated upon the subject property. The boundary of the Overlay District shall be coterminous with the perimeter of the subject property.

**1.3.2.** The Overlay only permits the following uses:

1. Insurance Agency Offices
2. Offices, General/Professional
3. Offices, Health Services
4. Offices, Professional
5. Bakery or Confectionary (Retail)
6. Dance/Drama/Music Studio or School
7. Financial Services
8. Pet Shop/Supplies

9. Pharmacy
  10. Veterinarian Clinic (Indoor Kennels)
  11. Day Camp for Children
  12. Health Club
  13. Child Day-Care Facility
  14. Emergency Care Clinic
  15. Medical Clinic or Office
  16. School (public or private, including tutoring center)
- No other uses shall be permitted by right or by conditional use permit.

**1.3.3.** The Overlay mandates that a rear landscape buffer along the western boundary shall be thirty feet (30'). All building line setbacks shall comply with the base GR zoning.



| Legend |                                 |
|--------|---------------------------------|
|        | Approximate 100 year Floodplain |
|        | Water Quality Buffer Zone       |
|        | Creek Center Line               |
|        | 15' Contour Lines               |
|        | Dripping Springs City Limit     |
|        | Potential Points of Connection  |
|        | Secondary Roads                 |
|        | Primary Roads                   |

| Land Use Schedule                |                  |              |
|----------------------------------|------------------|--------------|
| Use                              | Acres            | Percentage   |
| Commercial Area                  | 242.3 Ac.        | 41.1 %       |
| Residential Area with Lot        | 327.3 Ac.        | 55.3 %       |
| HOA Amenities                    | 11.5 Ac.         | 1.9 %        |
| Primary ROW                      | 17.9 Ac.         | 3.0 %        |
| Potential Waste Water Facilities | 4.8 Ac.          | 0.8 %        |
| PEC Electrical Estimation        | 3.3 Ac.          | 0.6 %        |
| Open Space                       | 202.9 Ac.        | 34.3 %       |
| <b>TOTAL</b>                     | <b>591.9 Ac.</b> | <b>100 %</b> |

**ORIGINAL**

STATE OF TEXAS

§

14021130 Bk Vol Pg  
0PR 4978 215

§

COUNTY OF HAYS

§

# **Development Agreement:**

## ***Caliterra Subdivision***

*between:*

**City of Dripping Springs**

*and*

**Development Solutions CAT, LLC, Owner**

January 14, 2014

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## 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



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 77<sup>th</sup> 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.

| <b>Proposed BMPs Operating in Series</b> |                         |                                |
|--|-------------------------|--------------------------------|
| <b>1st BMP</b>                           | <b>2nd BMP</b>          | <b>3rd BMP (if applicable)</b> |
| 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 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



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

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

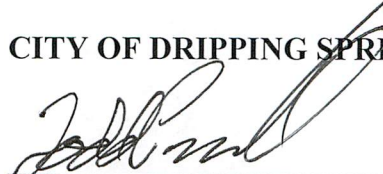
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COUNTY OF HAYS

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:**

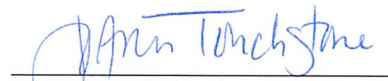
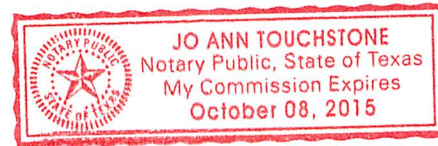
by:

  
Todd Purcell, Mayor

date:

2/12/14

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

  
Notary Public, State of Texas



STATE OF TEXAS  
COUNTY OF HAYS

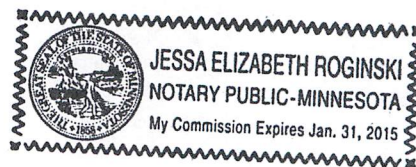
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**OWNERS**, Development Solutions CAT,  
LLC, a Texas limited liability company:

*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 (11.488 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. 1/2" iron rod set with a plastic cap imprinted "Holt Carson, Inc.";
- 2.) S 88 deg. 51'28" W 594.44 ft. 1/2" 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. 1/2" 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



Northwest corner of the herein described tract, from which a 1/2" 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 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

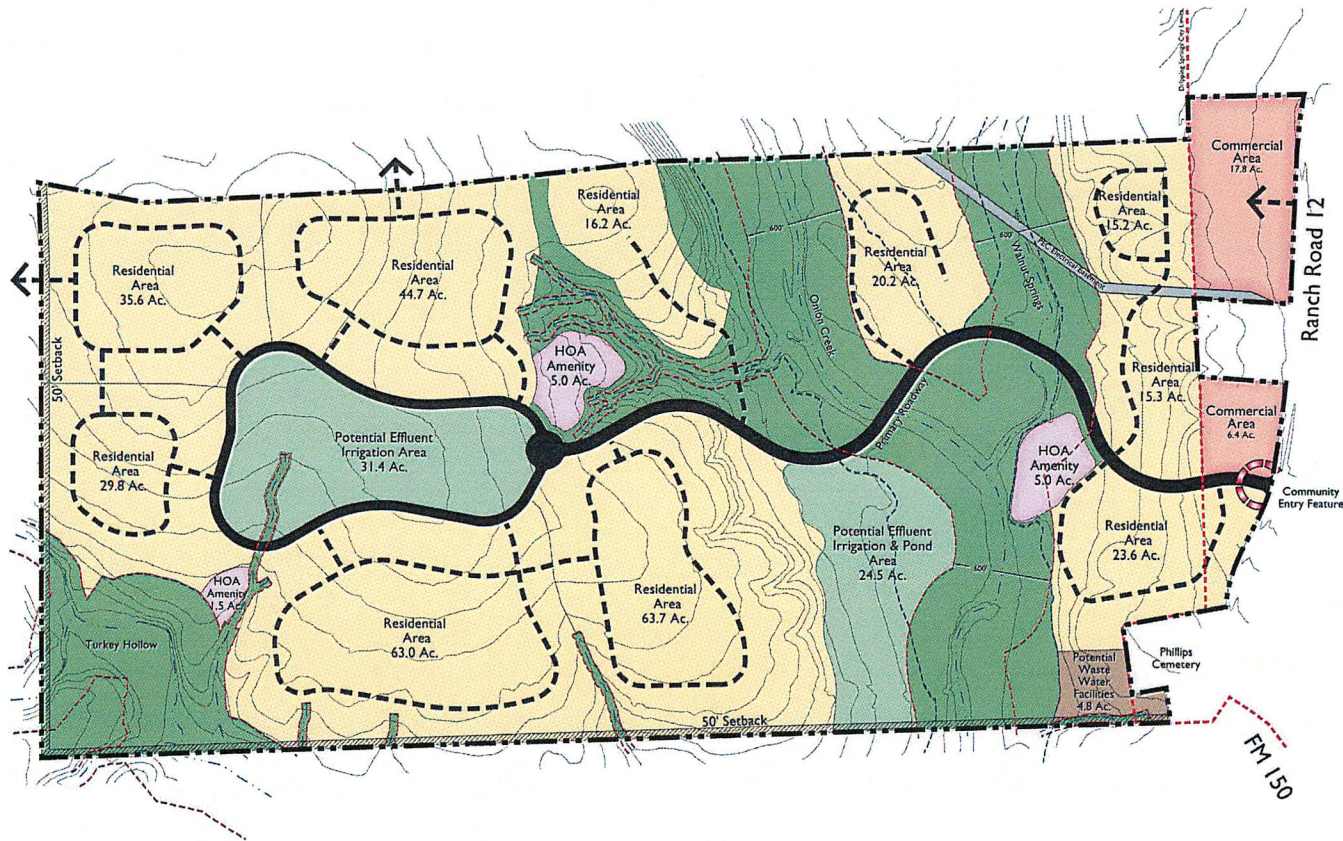


reference map no. B 877002

## **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 Amenities 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 Effluent Irrigation Area, Pond Area & (Floodplain, Water Quality Buffer, Parks & Community Open Space - 187.8 Ac.) |                  |              |
| <b>TOTAL</b>   | <b>591.9 Ac.</b> | <b>100 %</b> |

**Calterra**  
Dripping Springs, Texas

## CONCEPTUAL PLAN (Exhibit B to Development Agreement)

SCALE: 1" = 300'  
0 150 300 450  
DATE: 12-09-2013



Note:  
Topography @ 10' Contour Intervals

CMA Engineering, Inc.  
Civil & Environmental Engineering Services

712 Congress Avenue, Suite 300  
Austin, TX 78701  
Tel: (512) 486-0332 Fax: (512) 489-0617  
www.rvli.com



All information furnished regarding this project is based on current information. However, it is not intended to be used for any other purpose. The user of this information is responsible for its use. The user of this information is responsible for its use. The user of this information is responsible for its use.

## **EXHIBIT C**

### **Project Approvals, including Variances and Exceptions**

| EXHIBIT C- LIST OF VARIANCES & ALTERNATIVE STANDARDS |                   |  |  |   |   |
|--|-------------------|--|--|---|---|
| #  | Ordinance         | Description  | Requirement  | Requested Variance  | Justification   |
| Chapter 22, Water Quality Protection                 |                   |  |  |   |   |
| 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  |
|  |                   |  |  |   |   |
| Chapter 23, Zoning                                   |                   |  |  |   |   |
| 2  | 3.11.4(b)         | Building Setbacks                                  | Minimum front yard= 25'<br>Minimum rear yard= 25'<br>Minimum side yard= 25'<br>Minimum side yard adjacent to public street = 25'   | For Residential Use:<br>Minimum front yard= 20'<br>Minimum rear yard= 20'<br>Minimum side yard= 5'<br>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'<br>Depth = 150'   | For Residential Use:<br>Width= 50'<br>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. |   |



| #  | 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 V91  
4978

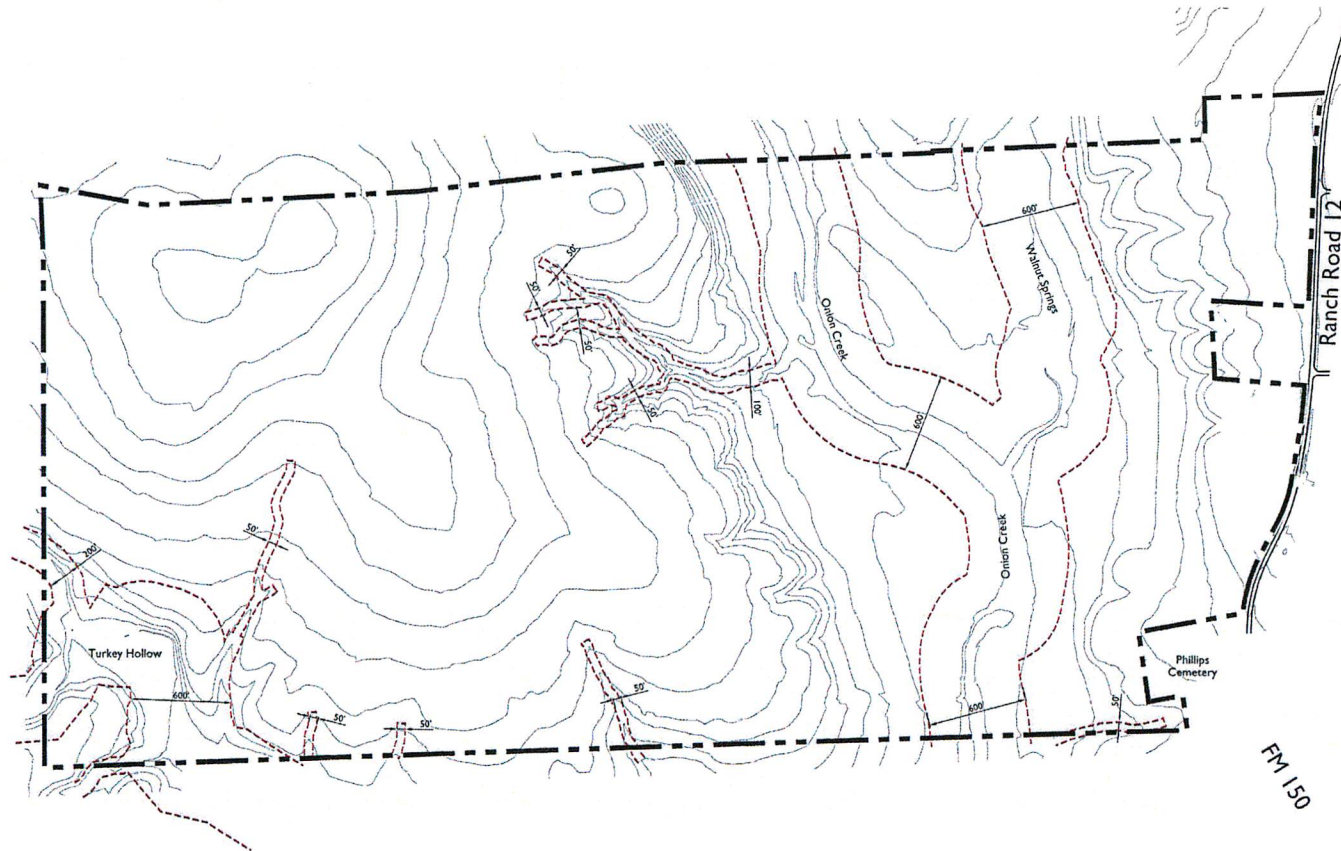
| #  | Ordinance              | Description                        | Requirement   | Requested Variance   | Justification   |
|----|------------------------|------------------------------------|---|--|---|
| 13 | (Exhibit A), 13.2      | Intersecting Streets               | Blocks shall not be less than 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<br>Bridge crossing FEMA: 8' cut/24' fill<br>Residential lots: 6' cut/14' fill<br>Stormwater Facilities: 20' cut/10' fill<br>Effluent Pond: 20' cut/10' fill<br>Existing Borrow Pit: 20' fill | No subdivision ordinance requirements. Self-imposed limitations.  |

| #    | 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<br>Major Collector= 45 mph<br>Minor Arterial= 55 mph                                      | Minor Collector= 30 mph<br>Major Collector= 35 mph<br>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<br>Minor Collector = 375 feet<br>Major Collector= 675 feet<br>Minor Arterial= 975 feet | Urbanized Local = 180 feet<br>Minor Collector = 300 feet<br>Major Collector= 500 feet<br>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<br>Minor Arterial= 500 feet   | Major Collector= 150 feet<br>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'<br>Major Collector = 6'<br>Minor Collector = 5'   | Minor Arterials = No Shoulder<br>Major Collector = 3'<br>Minor Collector = 4'                                     | Minor Arterials - second lane available for passing stopped vehicles.<br>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   |

## EXHIBIT D

### Buffer Zones

Bk Vol Pg  
14021130 OPR 4978 262



**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).



**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.

**EXHIBIT F**

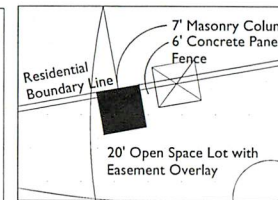
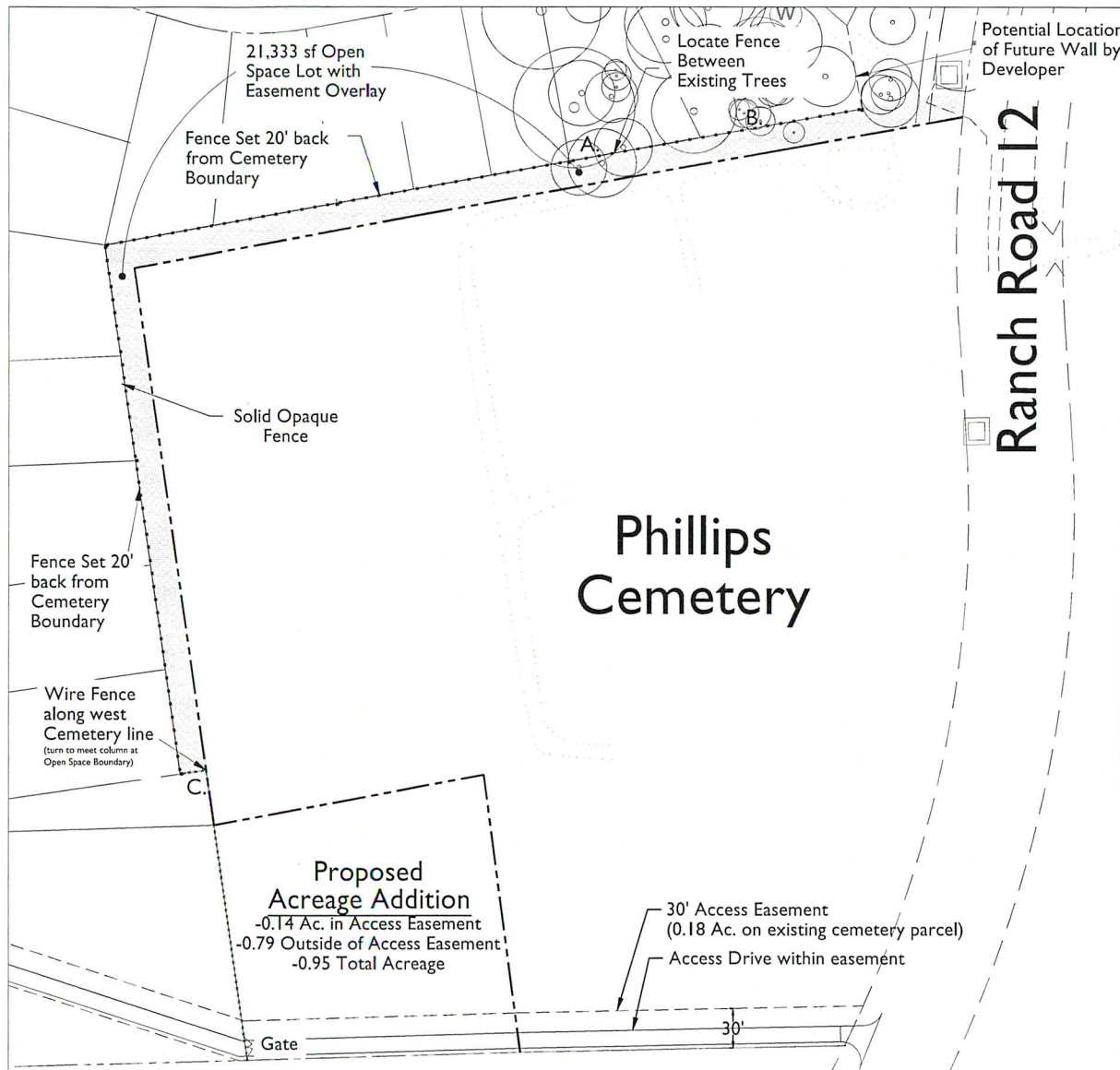
## EXHIBIT F

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

|                                       | Maximum Number    |
|---------------------------------------|-------------------|
| Category                              | of Dwelling Units |
| Single Family Residential             | 85                |
| Duplex                                | 85                |
| Townhomes                             | 121               |
| Condominiums                          | 170               |
| Apartments                            | 171               |
| Maximum Dwelling Units on Commercial: | <b>171</b>        |

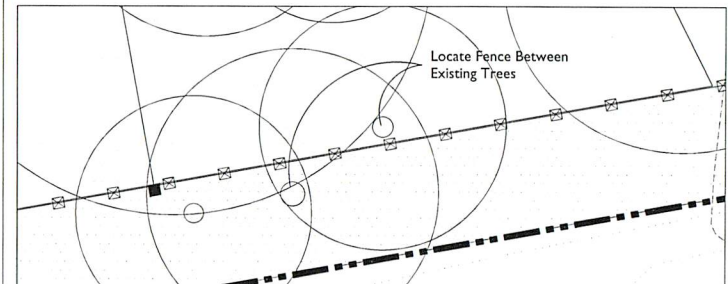
## Phillips Cemetery Fencing



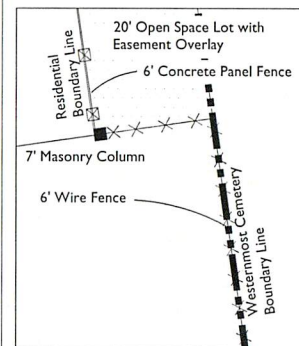


A. Condition at Column

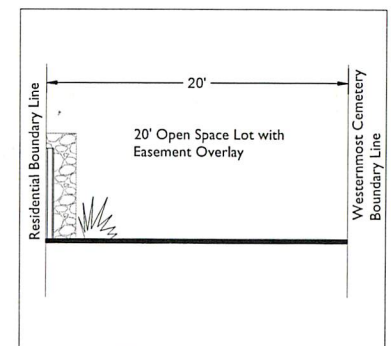
| Fence Legend |                         |
|--------------|-------------------------|
| A.           | 6' Concrete Panel Fence |
| B.           | 6' Wire Fence           |
|              | 7' 2'x2' Masonry Column |



B. Condition at Existing Trees



C. Condition at End of 20' Open Space



D. Sectional Diagram

Caliterra  
Dripping Springs, Texas

Phillips Cemetery - (Exhibit \_\_\_\_)

SCALE: 1" = 40'  
0 20 40 80  
DATE: 01-06-2014

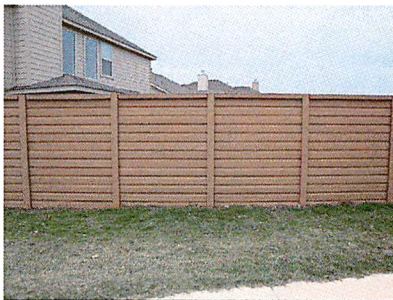


(2' Contour Interval)

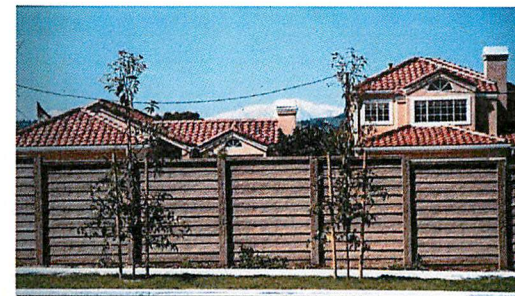
712 Congress Avenue, Suite 300  
Austin, TX 78701  
Tel: (512) 480-0032 Fax: (512) 480-0617  
www.rvpplanning.com



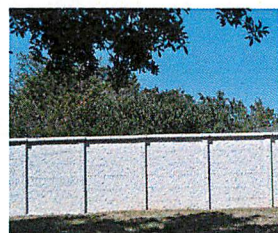
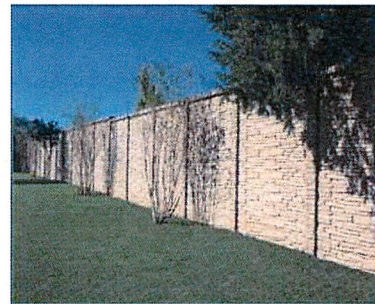
All information furnished regarding this property is from sources deemed reliable. However, RVP has not made an independent investigation of these sources and no warranty or representation is made by RVP as to the accuracy thereof and same is understood to be subject to errors, omissions, and plan changes, or other conditions. This land plan is prepared for review 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 this plan and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective.



Concrete (Wood Look)



Concrete (Stone Look)



Concrete (Stucco Look)



Welded Wire - Powder Coated

**Caliterra**  
 Dripping Springs, Texas

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

EXACT COLOR AND PATTERN SUBJECT TO FINAL SELECTION BY OWNER  
 DATE : 01-06-2014

712 Congress Avenue, Suite 300  
 Austin, TX 78701  
 Tel: (512) 480-0032 Fax: (512) 480-0617  
 www.rvlplanning.com



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 understood subject to various, omissions, land plan changes, or other conditions. This land 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 land plan and other aspects of the development to comply with governmental requirements and to RVL's satisfaction.





1 CONCEPTUAL SITE PLAN  
SD-003 1" = 40'-0"





Carlson, Brigrance & Doering, Inc.

Civil Engineering ❖ Surveying

August 14, 2025

City of Dripping Springs  
511 Mercer Street  
Dripping Springs, Texas 78620

**RE: Caliterra Commercial – Prep School  
Overall Impervious Cover Calculation and Wastewater LUE availability**

Planning Staff:

This letter is on behalf of our client, CF CSLK Caliterra LLC , to verify that if the 5-acre commercial tract located a RR12 and Calterra Boulevard is granted GR zoning and a 60 percent impervious cover limit , the maximum development impervious cover in development agreement will not be exceeded. Also, to establish that there sufficient wastewater LUEs available to provide the required 7 wastewater LUEs necessary for the project.

We have been tracking the impervious cover with each section of Caliterra. If the approximately 5-acre commercial tract is built out to 60 percent impervious cover, the overall percentage of impervious cover for the Caliterra development would be 17.3 percent, well below the 20% threshold in the developer's agreement. Please see the attached spreadsheet.

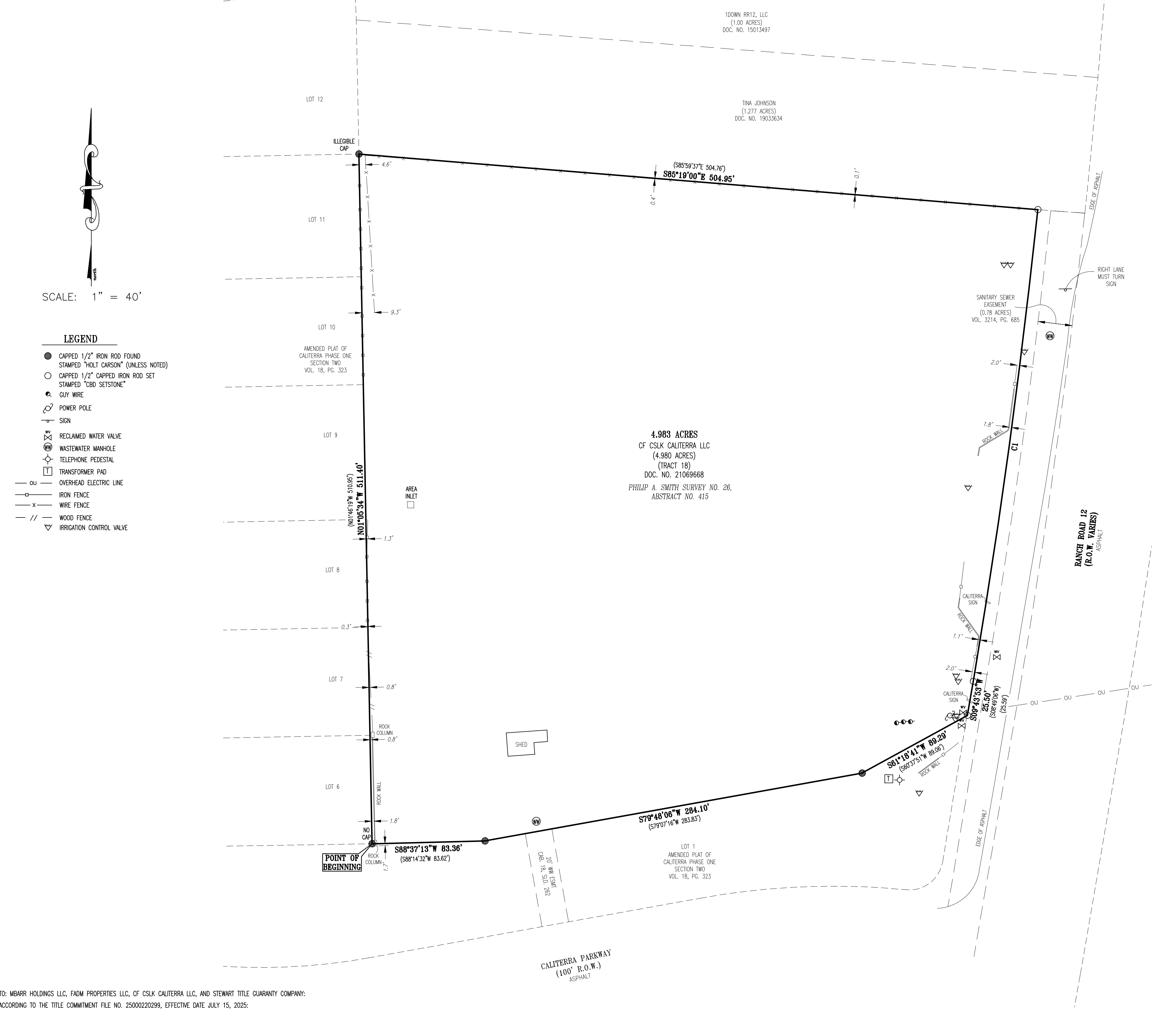
The Caliterra project has 675 available wastewater LUEs via the developer's agreement. The project has used 617 LUEs to date. The 7 required wastewater LUEs will be allocated from the remaining 58 wastewater LUEs.

If you have any questions, please contact me at (512) 280-5160 or email [brettp@cbdeng.com](mailto:brettp@cbdeng.com).

Sincerely,  
**CARLSON, BRIGANCE AND DOERING, INC.**  
**(F3791)**

Brett R. Pasquarella, P.E.  
Vice President, Principal

LAND TITLE SURVEY OF 4.983 ACRES IN THE PHILLIP A. SMITH SURVEY NUMBER 26, ABSTRACT NUMBER 415, HAYS COUNTY, TEXAS, BEING ALL OF A CALLED 4.980 ACRE TRACT (TRACT 18) CONVEYED TO CF CSLK CALITERRA LLC BY DEED RECORDED IN DOCUMENT NUMBER 21069668, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS.



TO: MBARR HOLDINGS LLC, FADM PROPERTIES LLC, CF CSLK CALITERRA LLC, AND STEWART TITLE GUARANTY COMPANY;  
ACCORDING TO THE TITLE COMMITMENT FILE NO. 25000220299, EFFECTIVE DATE JULY 15, 2025;

THE FOLLOWING ITEMS DO AFFECT SAID PROPERTY:

1. THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW:

A. THOSE RECORDED IN/UNDER VOLUME 5244, PAGE 588, VOLUME 5245, PAGE 446, VOLUME 5378, PAGE 688; OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND COUNTY CLERK'S FILE NOS. 16039147, 17001757, 17001758, 17001759, 18011739, 19003251, 21047568, 21048045, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

j. A UTILITY EASEMENT, RIGHT OF WAY AND/OR AGREEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC., BY INSTRUMENT DATED MARCH 6, 2015, RECORDED IN/UNDER VOLUME 5200, PAGE 868, OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS. (Blanket type. 20' Centered as installed)

n. A UTILITY EASEMENT, RIGHT OF WAY AND/OR AGREEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC., BY INSTRUMENT DATED SEPTEMBER 7, 2018, RECORDED IN/UNDER COUNTY CLERK'S FILE NO. 18032798, OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS. (Blanket type. 20' Centered as installed)

t. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN UTILITY CONVEYANCE AGREEMENT, RECORDED IN/UNDER CLERK'S FILE NO. 24030329 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

v. SUBJECT TO THE RULES AND REGULATIONS OF THE HAYS COUNTY DEVELOPMENT DISTRICT NO.1 OF HAYS COUNTY, TEXAS.

y. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN RESTATED EFFLUENT WATER USE AGREEMENT, DATED SEPTEMBER MAY 8, 2001, OF RECORD IN VOLUME 1812, PAGE 628, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

z. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT AS SET OUT IN VOLUME 4978, PAGE 214, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

aa. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN DISSOLUTION AND ANNEXATION AGREEMENT, RECORDED IN/UNDER VOLUME 5150, PAGE 642, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

ab. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN WAIVER OF SPECIAL APPRAISAL FOR THE BENEFIT OF HAYS COUNTY DEVELOPMENT DISTRICT NO. 1, RECORDED IN/UNDER COUNTY CLERK'S FILE NO. 16022237, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

ac. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN CERTIFICATE FOR ORDER ANNEXING LAND AND REDEFINING BOUNDARIES OF THE DISTRICT, RECORDED IN/UNDER COUNTY CLERK'S FILE NO. 18015072, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

ad. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN ASSIGNMENT OF ASSIGNED REIMBURSEMENTS RECORDED IN/UNDER COUNTY CLERK'S FILE NOS. 18019960 AND 18019961, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

ae. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS AS SET OUT IN/UNDER COUNTY CLERK'S FILE NO. 21070220, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

af. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT AS SET OUT IN/UNDER COUNTY CLERK'S FILE NO. 21070221, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

ag. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN ASSIGNMENT OF RIGHTS AS SET OUT IN/UNDER COUNTY NO. 22016348, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

ai. ALL CHARGES, LIENS, AND ASSESSMENTS PAYABLE TO CALITERRA HOMEOWNERS' ASSOCIATION, INC., INCLUDING THAT LIEN TO SECURE THE PAYMENT THEREOF, RECORDED IN/UNDER VOLUME 5244, PAGE 588, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, TOGETHER WITH ALL SUPPLEMENTS AND/OR AMENDMENTS THERETO, IF ANY.

| Curve Table |         |        |                 |                    |
|-------------|---------|--------|-----------------|--------------------|
| Curve #     | Radius  | Length | Chord Direction | Chord Length DELTA |
| C1          | 5654.29 | 353.10 | S07°48'01"W     | 353.05 3°34'41"    |

THE FOLLOWING ITEMS DO NOT AFFECT SAID PROPERTY:

e. AN ELECTRIC UTILITY EASEMENT, TOGETHER WITH A RIGHT OF INGRESS AND EGRESS, GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC., AS DESCRIBED IN VOLUME 2370, PAGE 151, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. (North of tract)

f. SANITARY SEWER EASEMENTS GRANTED TO THE CITY OF DRIPPING SPRINGS, AS DESCRIBED IN VOLUME 3214, PAGE 685, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. (East of tract within new right-of-way of RR 12. Shown hereon.)

g. AN EASEMENT, RIGHT OF WAY AND/OR AGREEMENT GRANTED TO CITY OF DRIPPING SPRINGS, TEXAS, BY INSTRUMENT, RECORDED IN/UNDER VOLUME 4975, PAGE 835, OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS. (Southwest of tract)

h. A UTILITY EASEMENT, RECORDED IN/UNDER VOLUME 5115, PAGE 289, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. (South of tract)

i. A UTILITY EASEMENT, RECORDED IN/UNDER VOLUME 5115, PAGE 380, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. (South of tract)

k. A UTILITY EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED IN/UNDER COUNTY CLERK'S FILE NO. 2016-16003627, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. (North of tract)

l. RIGHT OF WAY AND/OR AGREEMENT GRANTED TO DRIPPING SPRINGS WATER SUPPLY CORPORATION, BY INSTRUMENT DATED MAY 24, 2018, RECORDED IN/UNDER COUNTY CLERK'S FILE NO. 18018922 OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS. (West of tract)

m. A UTILITY EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC., AS DESCRIBED UNDER COUNTY CLERK'S FILE NO. 18020749, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. (West of tract)

o. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC., BY INSTRUMENT DATED NOVEMBER 5, 2018, RECORDED IN/UNDER CLERK'S FILE NO. 18041620 OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS. (West of tract)

p. A WASTEWATER LINES EASEMENT GRANTED TO CITY OF DRIPPING SPRINGS, TEXAS, AS DESCRIBED UNDER COUNTY CLERK'S FILE NO. 19017082, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. (West of tract)

q. PUBLIC WATER EASEMENT GRANTED TO DRIPPING SPRINGS WATER SUPPLY CORPORATION, AS DESCRIBED UNDER COUNTY CLERK'S FILE NO. 19017083, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. (north of tract)

r. WASTEWATER LINES EASEMENT, RIGHT OF WAY AND/OR AGREEMENT GRANTED TO CITY OF DRIPPING, TEXAS, BY INSTRUMENT DATED APRIL 27, 2020, RECORDED IN/UNDER COUNTY CLERK'S FILE NO. 20017559 OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS. (West of tract)

s. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC., BY INSTRUMENT DATED MAY 7, 2020, RECORDED IN/UNDER COUNTY CLERK'S FILE NO. 21034727, OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS. (West of tract)

w. RIGHTS AND CLAIMS NOW ASSERTED, OR THAT MAY LATER BE ASSERTED, FOR ACCESS TO AND FROM BURIAL PLOTS LOCATED WITHIN THE CEMETERY, AS DESCRIBED IN VOLUME 756, PAGE 369, OF THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS. EASEMENT FOR PRESERVING AND MAINTAINING GRAVESITE PROPERTY AND ACCESS EASEMENT AS SET OUT IN VOLUME 1446, PAGE 248, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, TOGETHER WITH ALL TERMS, PROVISIONS, AND CONDITIONS OF SAID INSTRUMENT. DESIGNATION OF EASEMENT RECORDED IN VOLUME 1670, PAGE 726, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. (South of tract)

x. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN PERMIT TO APPROPRIATE STATE WATER, DATED APRIL 23, 1990, OF RECORD IN VOLUME 833, PAGE 832, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. (West of tract)

yh. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN SITE IMPROVEMENT PERFORMANCE BOND NO. 800166069 AS SET OUT UNDER COUNTY CLERK'S FILE NO. 23042682, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. (West of tract)

STATE OF TEXAS:  
COUNTY OF HAYS:

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1A, CONDITION II, LAND TITLE SURVEY, WAS THIS DAY MADE ON THE GROUND, IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY EASEMENTS OR ROADWAYS, EXCEPT AS SHOWN HEREON AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY EXCEPT AS SHOWN HEREON. NO PORTION OF THE LEGALLY DESCRIBED PROPERTY IS WITHIN A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP NUMBER 48209C01150, FOR HAYS COUNTY, TEXAS, DATED JANUARY 17, 2025.

FIELD WORK COMPLETED: THE 22ND DAY OF AUGUST, 2025.  
DATED OF MAP: THE 30D DAY OF SEPTEMBER 2025.

AARON V. THOMASON, RPLS# 6214  
CARLSON, BRIGANCE AND DOERING, INC.  
5501 WEST WILLIAM CANNON  
AUSTIN, TEXAS 78749  
(512) 280-5160  
AARON@CBDENG.COM



BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83



**Carlson, Brigance & Doering, Inc.**  
FIRM ID #F3791 ♦ REG. # 10024900  
Civil Engineering ♦ Surveying  
5501 West William Cannon ♦ Austin, Texas 78749  
Phone No. (512) 280-5160 ♦ Fax No. (512) 280-5165





# Rezoning Request – CF CSLK Caliterra LLC (Tract 18)

From: General Retail (GR) | To: General Retail – Conditional Overlay (GR-CO)

For: The PREP School of Caliterra, Dripping Springs, TX



# Introduction : The PREP School of Caliterra

Item 2.

- Angie and Brad Mendenhall
  - Local Owners/Operators
- Mark Schuh
  - Corporate Owner
    - The PREP of Dripping Springs
      - Opened 2012
    - The PREP of Headwaters
      - Opened 2025



# Purpose of Rezoning

## Address/Support/Ensure

- Address impervious coverage needs
- Support The PREP School development
- Ensure alignment with City's 2040 Comprehensive Plan

## Comprehensive Plan Alignment

- Preserves Hill Country character & family-focused values
- Supports balanced economic growth & resilient local economy
- Enhances infrastructure efficiency (utilities, road access)
- Provides needed educational services in Dripping Springs



# Proposed Permitted Uses (GR-CO)

- Child Day-Care Facility
- Public/Private Schools (tutoring center)
- Day Camp
- Dance/Music/Drama Studio
- Medical Clinic
- Professional & Health Services Offices
- Emergency Care
- Pharmacy
- Health Club
- Financial Services
- Veterinarian
- Pet Shop
- Bakery
- Insurance Agency

# Compliance Commitments and Metrics

## Compliance

- Impervious cover at 17.3% (<20% threshold)
- 30' setbacks & privacy greenery buffers
- Dark sky ordinance compliance
- Safe ingress/egress from Caliterra Parkway
- 7 wastewater LUEs required; 58 remain available
- Drainage & stormwater convey per Caliterra Development Agreement

## Metrics

- **Traffic:** staggered arrivals, no peak congestion
- **Fiscal Impact:** current ~\$20k tax revenue, increased with improvements
- **Capacity:** 204 students (Phase-in: Yr 1 = 50-120; Yr 2 = 120-204; Yr 3 maintain 204)
- **Environmental:** consistent with DA and city standards
- **Public Services:** compatible with existing capacity, low service demand

# Community Benefits

- Serving central & south Dripping Springs families
- Safe access via Caliterra Parkway
- Extended hours supporting working families
- Aligns with nearby educational and faith-based facilities (Skybridge Academy, St. Martin de Porres, DS Presbyterian)



# Project Timeline



PROPERTY CLOSING:  
~NOVEMBER 4, 2025



CONSTRUCTION:  
12–15 MONTHS



OPENING:  
2027 SCHOOL YEAR



# Closing / Request Summary

## Zoning Committee

Item 2.

In closing, we respectfully request approval to rezone 4.98 acres (Tract 18, CF CSLK Caliterra LLC, Doc. No. 21069668, Phillip A. Smith Survey No. 26, Abstract No. 415) from **General Retail (GR)** to **General Retail – Conditional Overlay (GR-CO)**.

This rezoning:

- ✓ Aligns with the City's Comprehensive Plan and zoning framework.
- ✓ Provides clear, enforceable conditions that address compatibility with adjacent uses.
- ✓ Encourages appropriate, sustainable commercial development consistent with City goals.

The proposed **GR-CO** designation balances market demand with regulatory oversight, ensuring responsible land use and long-term community benefit. We respectfully request the Committee's recommendation of approval.

# Closing / Request Summary

## DS Community

Item 2.

In closing, we are requesting your approval to rezone 4.98 acres (Tract 18, CF CSLK Caliterra LLC, Doc. No. 21069668, Phillip A. Smith Survey No. 26, Abstract No. 415) from **General Retail (GR)** to **General Retail – Conditional Overlay (GR-CO)**.

This rezoning is a **balanced approach** that:

- ✓ Promotes thoughtful commercial growth that supports local businesses and residents.
- ✓ Adds to the City's tax base, strengthening services and infrastructure.
- ✓ Preserves the character of Dripping Springs while encouraging opportunity and vitality.

The **GR-CO overlay** ensures development will move forward responsibly, with conditions that protect surrounding neighborhoods and reflect community values.

We respectfully ask for your support in recommending this rezoning for approval — a decision that positions Dripping Springs for smart growth today and for years to come.

# Message from The PREP School of Caliterra

This location will make it possible for families and children who live further west of Canyon Ranch Rd to receive the highest level of early childhood education, in the most innovative private preschool setting. Consistent with our sister schools, The PREP School of Caliterra will offer a safe and secure environment that nurtures each child's individual needs. From our state-of-the-art facility to our exceptional educators and advanced curriculum, not a single detail at The PREP School of Caliterra has been overlooked.

Great schools are a huge factor in where families choose to live; we are excited to join this community along with the highly acclaimed Dripping Springs ISD. The PREP School will partner in education to provide the ultimate innovative preschool experience while encouraging children in learning, exploration, imagination, and creativity. The PREP objectives will ensure your child is MORE than prepared emotionally, physically, socially, and intellectually for the next chapter in early life, whether it's private or public elementary school.

Caliterra is a fast-growing master-planned community with amenities that promote community connection. The PREP School will join in this mindset and introduce the third premier private preschool in Dripping Springs for early childhood education and continue to build lasting relationships within the community.

# Supporting Materials

1. [www.theprepschools.com](http://www.theprepschools.com)
2. [2040 City of Dripping Springs Comprehensive Plan](#)
3. [DSISD Demographic Study](#)
4. Caliterra Development Agreement
5. Impervious Coverage Letter
6. Lot Survey
7. Conceptual Site Plan
8. The PREP School Rendering



| Subdivision Projects   |                   |  |   |                        |
|--|-------------------|--|---|------------------------|
| Subdivision Project Name   | City Limits / ETJ | Location                               | Description   | Status                 |
| SUB2021-0011 Double L Phase 1 Prelim Plat  | ETJ               | 1.5 miles N of US 290 & RR 12          | PP for 243 residential units and 1 amenity center   | Approved w/ Conditions |
| SUB2022-0033 The Ranch at Caliterra  | ETJ               | Premier Park Loop                      | Preliminary plat of the Carter tract with 243 lots  | Approved w/ Conditions |
| SUB2022-0043 Howard Ranch Sec 4 Lots 62 & 63 AP                                  | ETJ               | 590 Cypress Creek Dr                   | Amending plat to remove a site parking area from the single family lot. This request is by the property owner.                | Waiting on Resubmittal |
| SUB2022-0052 Village Grove Phase 1 Construction Plans                            | CL                | Sports Park Rd                         | Approved- back in review for landscape revisions.   | Approved w/ Conditions |
| SUB2022-0048 Wild Ridge Phase 1 CP   | CL                | E US 290                               | Construction plans for phase 1 of Wild Ridge  | Waiting on Resubmittal |
| SUB2023-0001 Village Grove Phase 2B CP   | CL                | Sports Park Rd                         | Residential townhome infrastructure improvements. Construction of 16 Townhome lots and roadways.                              | Approved w/ Conditions |
| SUB2023-0003 The Ranch at Caliterra CP   | ETJ               | Soaring Hill Rd at HC Carter Way       | Construction Plans for the Carter tract.  | Approved w/ Conditions |
| SUB2023-0006 Wild Ridge Phase 1 FP   | CL                | E US 290                               | Approximately 62.1 acres to include 136 residential lots, roadways, and a commercial lot                                      | Approved w/ Conditions |
| SUB2023-0008 Silver Creek Subdivision Construction Plans                         | ETJ               | Silver Creek Rd                        | 29 Single family residential lots with access, paving, OSSF, water supply well, and open space                                | Approved w/ Conditions |
| SUB2023-0028 Arrowhead Commercial Final Plat                                     | CL                | US Hwy 290 W                           | Subdividing 6.6 acres as 1 lot.   | Waiting on Resubmittal |
| SUB2023-0034 Lunaroya Subdivision Final Plat                                     | ETJ               | Silver Creek Rd                        | 28 single family large residential lots with on site sewage for each lot  | Under Review           |
| SUB2023-0037 Amending Plat of Final Subdivision Plat of Roger Hanks Park         | CL                | US 290 at Roger Hanks Pkwy             | Need sign to include north bound turn lane on Roger Hanks Pkwy, Improvements to Hamilton Crossing and                         | Waiting on Resubmittal |
| SUB2023-0038 The Ranch at Caliterra Final Plat                                   | ETJ               | HC Carter Way                          | 234 single family lots on 200.024 acres   | Approved w/ Conditions |
| SUB2023-0039 Wild Ridge Phase 2 Construction Plans                               | CL                | Shadow Ridge Parkway                   | 142 single family lots, minor arterial and local roadways, 2 water quality ponds, utilities, lift station, needed road access | Waiting on Resubmittal |
| SUB2023-0042 Hardy Construction Plans  | CL                | 2901 West US 290                       | 78.021 acres subdivided into 73 single family lots  | Approved w/ Conditions |
| SUB2023-0048 Driftwood Falls Estates Subdivision                                 | ETJ               | 609 S Creekwood Dr                     | Replat two lots in one.   | Approved w/ Conditions |
| SUB2023-0049 Amended Plat of the Breed Hill Replat Subdivision                   | ETJ               | 3100 W US 290                          | Combining three lots into one.  | Approved               |
| SUB2024-005 Roger Hanks Construction Plans                                       | CL                | US 290 at Roger Hanks Pkwy             | Public improvements from southern boundary to intersection with 290.  | Waiting on Resubmittal |
| SUB2024-008 Skylight Hills Final Plat  | ETJ               | 13001 and 13111 High Sierra            | Subdivide into 5 lots.  | Approved w/ Conditions |
| SUB2024-012 St. Martin's Subdivision, Lots 1 & 2 Amending Plat                   | CL/ETJ            | 230 Post Oak Drive                     | Combine two existing lots into one.   | Approved w/ Conditions |
| SUB2024-015 Gateway Village Phase 1  | CL                | US 290                                 | Final plat for 144 single family subdivision.   | Waiting on Resubmittal |
| SUB2024-017 Wild Ridge Phase 2 Final Plat  | CL                | Shadow Ridge Parkway                   | 152 single family residential lots.   | Approved w/ Conditions |
| SUB2024-019 Driftwood Subdivision, Phase 5, Preliminary Plat                     | ETJ               | Thurman Roberts Way                    | 13 lots. 10 residential, 2 open space, and 1 private.   | Approved w/ Conditions |
| SUB2024-021 Village Grove Phase 2A Subdivision                                   | CL                | Village Grove Parkway                  | Infrastructure for 64 single family residential lots on 18.206 acres  | Waiting on Resubmittal |
| SUB2024-024 Heritage Phase 4 Subdivision   | CL                | Sportsplex Drive                       | 115 single family lots on 31.80 acres   | Waiting on Resubmittal |
| SUB2024-025 Village Grove Phase 3 Subdivision                                    | CL                | Village Grove Parkway                  | 115 single family lots on 30.04 acres   | Waiting on Resubmittal |
| SUB2024-028 Off Site Waterline Plans for Luna Roya Subdivision                   | ETJ               | Silver Creek Rd                        | Waterline infrastructure construction plans.  | Approved               |
| SUB2024-030 Heritage Phase 3 Final Plat  | CL                | Sportsplex Drive                       | 164 lot subdivision plat  | Waiting on Resubmittal |
| SUB2024-033 Village Grove Phase 1 Final Plat                                     | CL                | Village Grove Parkway                  | Plat of 1 roadway, 2 water quality ponds, and 1 drainage easement.  | Approved w/ Conditions |
| SUB2024-034 Village Grove Phase 2A Final Plat                                    | CL                | Village Grove Parkway                  | Final plat for 165 single family lots.  | Approved w/ Conditions |
| SUB2024-036 Mitchel Property Preliminary Plat                                    | ETJ               | Silver Creek Rd                        | 33 residential lots.  | Waiting on Resubmittal |
| SUB2025-001 Village Grove Phase 2B Final Plat                                    | CL                | Village Grove Parkway                  | 262 single family residential lots.   | Approved w/ Conditions |
| SUB2025-002 Lunaroya PH 3 Preliminary Plat                                       | ETJ               | 13755 Silver Creek Dr                  | 9 single family residential lots.   | Waiting on Resubmittal |
| SUB2025-005 Ewald Kubota Minor Plat  | ETJ               | 3981 E US 290                          | 3.9 acre plat   | Waiting on Resubmittal |
| SUB2025-006 Cannon Ranch Phase 3 and 4 Construction Plans                        | CL                | Rushmore Drive at Lone Peak Way        | Public roadways, utilities, and storm drainage infrastructure for 156 residential and 3 open space lots.                      | Waiting on Resubmittal |
| SUB2025-007 Double L Ranch Reclaimed Water Production Facility and Pump and Haul | ETJ               | Northwest of RR 12 and Event Center Dr | Reclaimed water facility  | Waiting on Resubmittal |
| SUB2025-008 Cannon Ranch Phases 3 & 4 Subdivision Final Plat                     | CL                | Rushmore Drive                         | 3 open space lots and 156 40', 45', or 60' residential lots.  | Waiting on Resubmittal |
| SUB2025-009 Wild Ridge Subdivision Wastewater Treatment Plant Final Plat         | CL                | Goose Island Dr and Lost Maples Dr     | 0.8873 acre lot   | Under Review           |
| SUB2025-010 Howard Ranch Commercial WW Line                                      | CL                | RR 12 and FM 150                       | Construct Wastewater Service Extension to Howard Ranch Commercial.  | Approved               |
| SUB2025-011 Double L Pod A1, A2, A3 Arterial Preliminary Plat                    | ETJ               | Pecos River Xing                       | Public infrastructure.  | Waiting on Resubmittal |
| SUB2025-012 Double L Pod A3 Preliminary Plat                                     | ETJ               | Pecos River Xing                       | 46 residential units.   | Waiting on Resubmittal |
| SUB2025-013 Double L Pod A1 and A2 Preliminary Plat                              | ETJ               | Pecos River Xing                       | 99 residential units.   | Waiting on Resubmittal |
| SUB2025-014 Village Grove Wastewater Treatment Plant                             | CL                | S Rob Shelton Blvd                     | WWTP for the Village Grove Development.   | Under Review           |
| SUB2025-015 Wild Ridge Wastewater Treatment Plant                                | CL                | Goose Island Drive                     | Phase one of the temporary WWTP.  | Waiting on Resubmittal |
| SUB2025-016 Caliterra Phase 3 Section 10 Amended Plat                            | ETJ               | Caliterra Pkwy at Point Du Hoc         | Correct plat to note the streets are private.   | Approved               |
| SUB2025-017 Lunaroya Phase 2 Construction Plans                                  | ETJ               | Silver Creek Road                      | 28 single family residential lots (minimum 1.5 acre) with on site sewage, paving, utilities, and open space.                  | Under Review           |
| SUB2025-018 Double L Pod B4 Preliminary Plat                                     | ETJ               | 153 El Capitan Lp                      | Plat for 62 residential lots  | Under Review           |
| SUB2025-019 Double L Pod B4 Arterial Preliminary Plat                            | ETJ               | 153 El Capitan Lp                      | Single lot plat for arterial road adjacent to pod B4  | Under Review           |
| SUB2025-020 Double L Pod A4 and B1 Preliminary Plat                              | ETJ               | 843 Pecos River Xing                   | Plat for 102 residential lots   | Under Review           |
| SUB2025-021 Double L Pod A4 and B1 Arterial Preliminary Plat                     | ETJ               | 843 Pecos River Xing                   | Single lot plat for arterial road adjacent to pods A4 and B1  | Under Review           |
| *Blue rows indicate new applications*  |                   |  |   |                        |

| Site Development Projects  |                   |  |   |                        |
|--|-------------------|--|---|------------------------|
| Site Development Project Name                                    | City Limits / ETJ | Location   | Description   | Status                 |
| SD2021-0005 Dripping Springs WWTP Expansion                      | CL                | 23127 FM 150 W                                   | Expansion of the Wastewater treatment plant.  | HOLD                   |
| SD2021-0021 RR 12 Commercial Kitchen                             | CL                | 28707 RR 12                                      | Commercial kitchen that will support a catering business, no on-site dining is proposed.                        | Approved w/ Conditions |
| SD2021-0033 Bell Springs Business Park, Sec 1&2 Rev              | ETJ               | 4955 Bell Springs                                | A revision for minor adjustments on site layouts, rainwater, and overall drainage & water quality.              | Approved w/ Conditions |
| SD2022-0001 Julep Commercial Park                                | ETJ               | Northeast corner of W US 290 and Trautwein Rd    | 11.27 acre site of mixed-use commercial buildings with supporting driveways, water quality and detention pond.  | 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    | Approved w/ Conditions |
| SD2022-0014 Bell Springs Site Plan (Travis Flake)                | ETJ               | 5307 Bell Springs Rd                             | Office and Warehouse with drives, parking, waterline connection, and pond.                                      | Approved w/ Conditions |
| SD2022-0018 Office 49  | ETJ               | 241 Frog Pond Lane                               | The construction of eleven office buildings of varying sizes along with the related                             | Waiting on Resubmittal |
| SD2022-0020 Merigian Studios                                     | ETJ               | 105 Daisy Lane                                   | Art studio with driveway, parking, and external structures.   | Approved w/ Conditions |
| SD2022-0024 4400 US 290 SP                                       | ETJ               | 4400 US 290                                      | 7 Commercial Buildings in the ETJ.  | Approved w/ Conditions |
| SD2022-0025 Hardy Drive  | ETJ               | 2901 US 290                                      | Construction of a road for the Hardy and Bunker Ranch development to meet fire code.                            | Under Review           |
| SD2023-0004 Austin Ridge Bible Church Revision                   | ETJ               | 31330 Ranch Road 12                              | Removal of the existing old house, the addition of 3 portable buildings and pavilion; additional parking.       | Waiting on Resubmittal |
| SD2023-0007 Phase 4A Drip Irrigation System Improvements         | ETJ               | 2581 E Hwy 290                                   | The project is Phase 4A of the drip disposal fields and consists of 14.76 acres of drip irrigation fields only. | Approved w/ Conditions |
| SD2023-0008 102 Rose Drive                                       | CL                | 102 Rose Dr                                      | Construction of two additional duplexes w/ accompanying site improvements.                                      | Waiting on Resubmittal |
| SD2023-0010 Creek Road Horse Farms                               | CL/ETJ            | 1225 Creek Rd                                    | Horse training facility with covered riding arena, barn, storage building and open-air riding.                  | Waiting on Resubmittal |
| SD2023-0011 Amazing Explorers Academy                            | ETJ               | Ledgestone                                       | Daycare facility, including driveways, parking areas; and water, wastewater, and stormwater facilities.         | Waiting on Resubmittal |
| SD2023-0014 BR Dripping Springs                                  | CL                | 27010 RR 12                                      | 3 commercial buildings with parking, stormwater and water quality.  | Waiting on Resubmittal |
| SD2023-0018 Sunset Canyon Storage Facility                       | ETJ               | 950 S. Sunset Canyon Drive                       | Proposed storage facility with associated parking and drive.  | Waiting on Resubmittal |
| SD2023-0019 3980 US 290 Warehouse                                | ETJ               | 3980 US 290                                      | Construction of 4 - 5k sq ft warehouse/office buildings.  | Waiting on Resubmittal |
| SD2023-0020 Graveyard Cellars                                    | ETJ               | 24101 RR 12                                      | 2800 sq ft building and parking.  | Approved w/ Conditions |
| SD2024-001 Roxie's at Dripping Springs                           | CL                | 299 W. Mercer Street                             | Renovating and expanding site.  | Approved w/ Conditions |
| SD2024-002 QuickTrip #4133                                       | CL                | HWY 290 and Sawyer Ranch Rd                      | Convenience store with fuel sales.  | Waiting on Resubmittal |
| SD2024-004 Glass Business Park, Phase 2                          | ETJ               | 2560 W Hwy 290                                   | Construction of 6 additional warehouse buildings with associated site improvements                              | Waiting on Resubmittal |
| SD2024-007 New Growth at Roger Hanks                             | CL                | US 290 at Roger Hanks Pkwy                       | Mix land use and 240 residential units with parkland and roadway connections.                                   | Waiting on Resubmittal |
| SD2024-008 AutoZone 5807 Dripping Springs                        | CL                | US Hwy 290                                       | Retail auto parts store.  | Waiting on Resubmittal |
| SD2024-010 Austin Ridge Bible Church                             | ETJ               | 3100 E Hwy 290                                   | Church campus, with worship center, driveways, parking, detention, and park area.                               | Waiting on Resubmittal |
| SD2024-011 Patriot Erectors CZP                                  | ETJ               | 3023 West Hwy 290                                | Detention pond.   | Waiting on Resubmittal |
| SD2024-012 5285 Bell Springs Rd                                  | ETJ               | 5285 Bell Springs Rd                             | Private religious educational facility and associated improvements.   | Waiting on Resubmittal |
| SD2024-013 Cowboy Church of the Hill Country                     | ETJ               | 207 Darden Hill Road                             | Construction of a church building and accompanying site improvements.   | Under Review           |
| SD2024-014 Pear Tree Commercial                                  | ETJ               | 27322 RR 12                                      | Existing commercial space. Pave the parking area and provide water quality treatment of that area.              | Approved w/ Conditions |
| SD2024-020 Lost Lizard   | ETJ               | 10730 FM 967                                     | Four residential accessory structures and gravel parking.   | Waiting on Resubmittal |
| SD2024-021 Genesis City - Glamping Hotel                         | ETJ               | 113 Concorde Circle                              | One main building with 9 cabins, and parking.   | Waiting on Resubmittal |
| SD2024-022 Stephenson Building Addition and Parking Improvements | CL                | 101 Old Fitzhugh Rd                              | Phase 1:Stephenson building addition. Phase 2: parking lot improvements.  | Approved w/ Conditions |
| SD2025-002 Ewald Kubota  | ETJ               | 3981 E US 290                                    | Kubota sales and service center with customer and display parking.  | Under Review           |
| SD2025-003 The Ranch at Caliterra Amenity Center                 | ETJ               | Whiskey Barrel Dr.                               | Office, bathrooms, remodel pavillion out of an existing barn, pool, pickleball courts, and parking.             | Under Review           |
| SD2025-005 Big Sky Ranch Drip Field Addition                     | CL                | Sue Peaks, Lost mine Peak, Apache Mt., Davis Mt. | Installation of additional subsurface drip disposal systems.  | Waiting on Resubmittal |
| SD2025-006 AAA Storserv Dripping Springs LLC Phase 2             | CL                | 1300 E US 290                                    | Expansion of developed area including buildings, drives and parking.  | Waiting on Resubmittal |

| Site Development Project Name                      | City Limits /<br>ETJ | Location             | Description  | Status       |
|--|----------------------|----------------------|--|--------------|
| SD2025-007 Caster Studios Phase 2                  | CL                   | 271 Sports Park Road | Adding two buildings to existing site, with parking, detention, rain water harvesting, and sidewalk.     | Under Review |
| SD2025-009 Gracie Barra Dripping Springs Expansion | ETJ                  | 261 Frog Pond Lane   | Existing 2432 sq ft building w/ parking; adding 2354 sq ft space with grading and drainage improvements. | Under Review |
| SD2025-008 Driftwood Utility Access Corridor       | ETJ                  | FM 967 and RM 1826   | Joint use access easement that will tunnel under existing TxDOT ROW.                                     | Under Review |
| *Blue rows indicate new applications*              |                      |                      |  |              |