



DRIPPING SPRINGS
Texas

PLANNING & ZONING COMMISSION REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, January 24, 2023 at 6:00 PM

Agenda

CALL TO ORDER AND ROLL CALL

Commission Members

Mim James, Chair
Tammie Williamson, Vice Chair
Christian Bourguignon
Doug Crosson
John McIntosh
Douglas Shumway
Evelyn Strong

Staff, Consultants & Appointed/Elected Officials

Planning Director Tory Carpenter
City Attorney Laura Mueller
City Secretary Andrea Cunningham
Deputy City Secretary Cathy Gieselman
IT Director Jason Weinstock

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

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

CONSENT AGENDA

The following items are anticipated to require little or no individualized discussion due to their nature being clerical, ministerial, mundane or routine. In an effort to enhance the efficiency of Planning & Zoning Commission meetings, it is intended that these items will be acted upon by the Planning & Zoning

Commission with a single motion because no public hearing or determination is necessary. However, a Planning & Zoning Commission Member or citizen may request separate deliberation for a specific item, in which event those items will be removed from the consent agenda prior to the Planning & Zoning Commission voting on the consent agenda as a collective, singular item. Prior to voting on the consent agenda, the Planning & Zoning Commission may add additional items that are listed elsewhere on the same agenda.

- 1. Approval of the December 13, 2022, Planning & Zoning Commission regular meeting minutes.**
- 2. Conditional approval of SUB2022-0033: an application for the Ranch at Caliterra Preliminary Plat for a 200.025 acre tract located west of the Caliterra Subdivision out of the Benjamin F. Hannah Survey. Applicant: Bill E. Couch, Carlson Brigance, and Doering, Inc.**

BUSINESS

- 3. Public hearing and recommendation regarding VAR2022-0011: an application for a variance to allow a gazebo within the building setback for a property located at 444 Katie Drive. Applicant: Ashvin Baru**
 - a. Applicant Presentation
 - b. Staff Report
 - c. Public Hearing
 - d. Recommendation
- 4. Public hearing and recommendation of an ordinance regarding ZA2022-0007: an application for a zoning map amendment from Agriculture (AG) to Commercial Services (CS) for approximately 5.00 acres out of the H. B. Hargraves Survey located at 4300 E US 290. Applicant: Daniel Besa**
 - a. Applicant Presentation
 - b. Staff Report
 - c. Public Hearing
 - d. Recommendation
- 5. Public hearing and recommendation of an ordinance regarding DA2022-0002: an application to expand the existing Driftwood Development Agreement by 13.84 acres out of the Forelove Woody Survey being four properties located on FM 150 south of Mariah Drive. Applicant: Stephen R. Delgado, P.E.**
 - a. Applicant Presentation
 - b. Staff Report
 - c. Public Hearing
 - d. Recommendation

PLANNING & DEVELOPMENT REPORTS

- 6. Planning Department Report**

EXECUTIVE SESSION

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

UPCOMING MEETINGS

Planning & Zoning Commission Meetings

February 15, 2023, at 6:00 p.m.

February 28, 2023, at 6:00 p.m.

March 14, 2023, at 6:00 p.m.

March 28, 2023, at 6:00 p.m.

City Council & Board of Adjustment Meetings

February 7, 2023, at 6:00 p.m. (CC & BOA)

February 21, 2023, at 6:00 p.m. (CC)

March 7, 2023, at 6:00 p.m. (CC & BOA)

March 21, 2023, at 6:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

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

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **January 20, 2023, at 11:45 a.m.***

City Secretary

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



PLANNING & ZONING COMMISSION REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, December 13, 2022 at 6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

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

Commission Members present were:

Mim James, Chair
Tammie Williamson, Vice Chair
Christian Bourguignon
Doug Crosson
John McIntosh

Commission Members absent were:

Douglas Shumway
Evelyn Strong

Staff, Consultants & Appointed/Elected Officials present were:

City Attorney Laura Mueller
City Secretary Andrea Cunningham
Planning Director Tory Carpenter
IT Director Jason Weinstock
Mayor Pro Tem Taline Manassian

PLEDGE OF ALLEGIANCE

Chair James led the Pledge of Allegiance to the Flag.

PRESENTATION OF CITIZENS

A member of the public who desires to address the Commission regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the Commission's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the Commission. It is the request of the Commission that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on

presentation of citizens from the city secretary. By law no action may be taken during Presentation of Citizens.

The following citizens spoke in favor of denial of SUB2022-0049, Serenity Hills Preliminary Plat, sighting issues with safety and traffic, construction traffic, night sky and noise pollution, lot sizes and deed restrictions, emergency services access, and neighborhood entrance.

- Mark Miller
- Steve Collishaw
- Anita Salinas
- Todd McMullen
- Ray Rosenbloom
- Heather Page

CONSENT AGENDA

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

Via unanimous consent, the Commission considered Consent Agenda Items 1 and 2 individually.

1. Approval of the November 22, 2022, Planning & Zoning Commission regular meeting minutes.

A motion was made by Vice Chair Williamson to approve the November 22, 2022, Planning & Zoning Commission minutes. Commissioner Crosson seconded the motion which carried unanimously 5 to 0.

2. Denial of SUB2022-0049: an application for the Serenity Hills Preliminary Plat for a 104.335 acre tract located at 1111 Hays Country Acres Road out of the Richard Vaughan Survey. Applicant: Gregg Andrulis, Civil Insite, LLC.

Tory Carpenter presented the staff report which is on file. Staff recommends denial of the preliminary plat.

A motion was made by Commissioner Bourguignon to deny approval of SUB2022-0049: an application for the Serenity Hills Preliminary Plat for a 104.335 acre tract located at 1111 Hays Country Acres Road out of the Richard Vaughan Survey. Commissioner McIntosh seconded the motion which carried unanimously 5 to 0.

BUSINESS

3. Discuss and consider recommendation regarding 2023 Legislative Priorities.

Laura Mueller presented the staff report which is on file.

No action was taken regarding this item.

PLANNING & DEVELOPMENT REPORTS

Report is on file and available for review upon request.

4. Planning Department Report

EXECUTIVE SESSION

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

The Commission did not meet in Executive Session.

UPCOMING MEETINGS

Planning & Zoning Commission Meetings

January 10, 2023, at 6:00 p.m.

January 24, 2023, at 6:00 p.m.

February 15, 2023, at 6:00 p.m.

February 28, 2023, at 6:00 p.m.

City Council & Board of Adjustment Meetings

December 20, 2023, at 6:00 p.m.

January 3, 2023, at 6:00 p.m. (CC & BOA)

January 17, 2023, at 6:00 p.m.

ADJOURN

A motion was made by Vice Chair Williamson to adjourn the meeting. Commissioner Crosson seconded the motion which carried unanimously 5 to 0.

This regular meeting adjourned at 7:09 p.m.



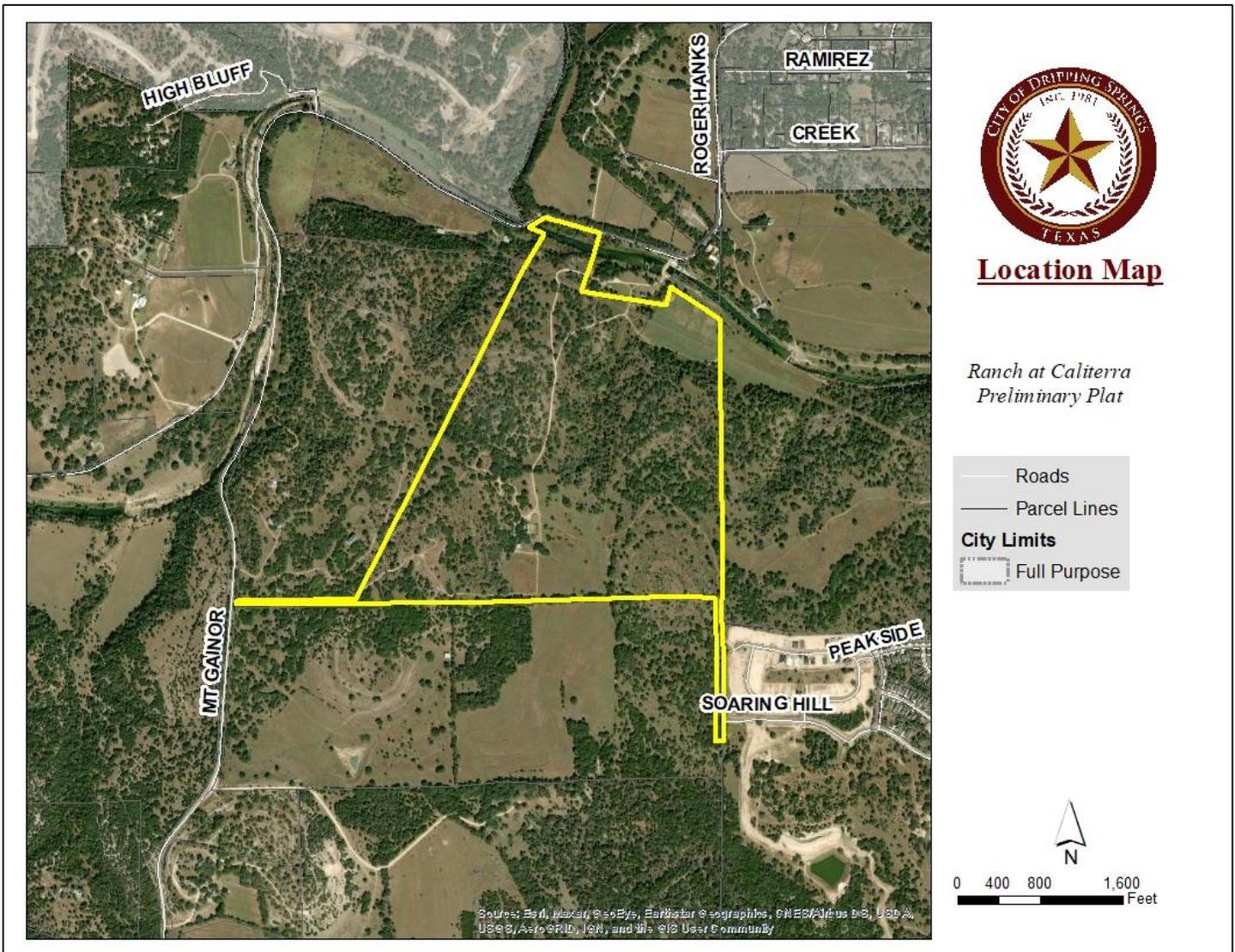
Planning and Zoning Commission Planning Department Staff Report

Item 2.

Planning and Zoning Commission Meeting: January 24, 2023
Project No: SUB2022-0033
Project Planner: Tory Carpenter, AICP - Senior Planner

Item Details

Project Name: The Ranch at Caliterra Preliminary Plat
Property Location: West of the Caliterra development
Legal Description: 200.025 acres out of the Benjamin F, Hanna Survey
Applicant: Bill E. Couch, Carlson Brigance and Doering, Inc.
Property Owner: CF CSLK Carter, LLC
Staff recommendation: Conditional approval of the Preliminary Plat



Planning Department Staff Report

Overview

This preliminary plat consists of 233 single-family lots.

Access and Transportation

Primary access to the subdivision will be through Caliterra Parkway.

Site Information

Location: West of the Caliterra subdivision with access to Mount Gainer Road.

Zoning Designation: ETJ / Caliterra Development Agreement

Property History

The restated Caliterra development agreement was approved in 2017.

Recommendation

Approval of the preliminary plat with the following conditions:

1. Provide a note on the preliminary plat stating, ““Developer understands and will comply with the recommendations in the TIA for this property dated October 2017 produced by RPS Klotz Associates.” and
2. Provide executed easements required for the future wastewater interceptor that will serve this property.

Attachments

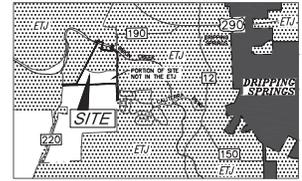
Exhibit 1 – Subdivision Application

Exhibit 2 – Preliminary Plat

Recommended Action	Approval of the preliminary plat with the conditions outlined above.
Alternatives/Options	N/A
Budget/Financial impact	N/A
Public comments	No comments have been received at the time of the report.
Enforcement Issues	N/A
Comprehensive Plan Element	N/A

THE RANCH AT CALITERRA

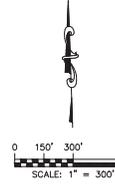
PRELIMINARY PLAN



VICINITY MAP (N.T.S.)

LEGEND

- 17 LOT NUMBER
- (A) BLOCK LETTER
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- NEW CREEK BUFFER



SINGLE FAMILY RESIDENCES

BLOCK	LOT	SQ. FT.	ACRES
A	1	17,035	0.391
A	2	17,772	0.408
A	3	15,517	0.358
A	4	15,726	0.361
A	5	14,850	0.341
A	6	11,925	0.274
A	7	11,925	0.275
A	8	11,139	0.256
A	9	10,800	0.248
A	10	12,016	0.276
TOTALS 138,757 3.185			

SINGLE FAMILY RESIDENCES

BLOCK	LOT	SQ. FT.	ACRES
B	1	11,205	0.257
B	2	11,205	0.257
B	3	11,205	0.257
B	4	11,205	0.257
B	5	11,205	0.257
B	6	11,205	0.257
B	7	11,205	0.257
B	8	11,107	0.255
B	9	11,107	0.255
B	10	10,843	0.249
B	11	11,111	0.255
B	12	13,076	0.300
B	13	25,877	0.594
B	14	13,421	0.308
B	15	10,800	0.248
B	16	10,800	0.248
TOTALS 198,674 4.515			

TOTAL SINGLE FAMILY AREA

SQ. FT.	ACRES
3,965,416	91.722

TOTAL SINGLE FAMILY LOTS

234

AVERAGE SINGLE FAMILY LOT

SQ. FT.	ACRES
17,074	0.392

SINGLE FAMILY RESIDENCES

BLOCK	LOT	SQ. FT.	ACRES
C	1	12,756	0.293
C	2	15,986	0.370
C	3	12,397	0.285
C	4	12,979	0.298
C	5	11,286	0.257
C	6	10,800	0.248
C	7	10,800	0.248
C	8	10,800	0.248
C	9	10,800	0.248
C	10	10,800	0.248
C	11	14,804	0.340
C	12	10,800	0.248
C	13	10,800	0.248
C	14	10,800	0.248
C	15	10,800	0.248
C	16	10,800	0.248
C	17	10,800	0.248
C	18	11,016	0.253
C	19	10,800	0.248
C	20	11,877	0.273
C	21	13,148	0.302
C	22	13,149	0.302
C	23	13,147	0.302
C	24	12,857	0.295
C	25	10,800	0.248
C	26	10,800	0.248
C	27	10,800	0.248
C	28	10,800	0.248
C	29	10,800	0.248
C	30	12,985	0.291
C	31	14,170	0.325
C	32	14,739	0.338
C	33	17,131	0.378
C	34	11,526	0.265
C	35	13,433	0.308
C	36	12,162	0.280
C	37	13,285	0.305
C	38	14,212	0.326
C	39	11,881	0.268
C	40	12,130	0.278
C	41	12,563	0.288
C	42	15,779	0.355
C	43	20,547	0.472
C	44	26,750	0.614
C	45	16,296	0.374
C	46	12,632	0.290
C	47	12,947	0.297
C	48	12,947	0.297
C	49	12,935	0.297
C	50	13,475	0.309
C	51	29,875	0.689
C	52	12,119	0.278
C	53	11,983	0.275
C	54	12,246	0.281
C	55	11,074	0.254
C	56	12,960	0.300
C	57	11,135	0.256
C	58	10,800	0.248
C	59	10,800	0.248
TOTALS 754,187 17.314			

SINGLE FAMILY RESIDENCES

BLOCK	LOT	SQ. FT.	ACRES
D	1	10,801	0.248
D	2	10,801	0.248
D	3	10,859	0.249
D	4	11,706	0.269
D	5	11,706	0.269
D	6	10,800	0.248
D	7	10,800	0.248
D	8	11,908	0.273
D	9	12,902	0.296
D	10	13,446	0.309
D	11	12,268	0.282
D	12	11,985	0.275
D	13	10,802	0.248
D	14	10,802	0.248
D	15	10,802	0.248
D	16	10,755	0.247
TOTALS 183,000 4.202			

SINGLE FAMILY RESIDENCES

BLOCK	LOT	SQ. FT.	ACRES
E	1	17,177	0.393
E	2	15,800	0.364
E	3	15,000	0.344
E	4	15,000	0.344
E	5	15,000	0.344
E	6	15,000	0.344
E	7	16,290	0.374
E	8	15,398	0.353
E	9	15,140	0.348
E	10	10,807	0.248
E	11	10,800	0.248
E	12	11,433	0.262
E	13	13,135	0.302
E	14	13,142	0.302
E	15	12,815	0.294
E	16	12,486	0.286
E	17	10,841	0.251
E	18	10,841	0.251
E	19	10,841	0.251
E	20	10,841	0.251
E	21	10,941	0.251
E	22	11,534	0.265
E	23	12,751	0.293
E	24	12,756	0.293
E	25	11,535	0.265
E	26	10,840	0.249
TOTALS 337,629 7.761			

SINGLE FAMILY RESIDENCES

BLOCK	LOT	SQ. FT.	ACRES
F	1	17,177	0.393
F	2	15,800	0.364
F	3	15,000	0.344
F	4	15,000	0.344
F	5	15,000	0.344
F	6	15,000	0.344
F	7	16,290	0.374
F	8	15,398	0.353
F	9	15,140	0.348
F	10	10,807	0.248
F	11	10,800	0.248
F	12	11,433	0.262
F	13	13,135	0.302
F	14	13,142	0.302
F	15	12,815	0.294
F	16	12,486	0.286
F	17	10,841	0.251
F	18	10,841	0.251
F	19	10,841	0.251
F	20	10,841	0.251
F	21	10,941	0.251
F	22	11,534	0.265
F	23	12,751	0.293
F	24	12,756	0.293
F	25	11,535	0.265
F	26	10,840	0.249
TOTALS 337,629 7.761			

SINGLE FAMILY RESIDENCES

BLOCK	LOT	SQ. FT.	ACRES
G	1	17,177	0.393
G	2	15,800	0.364
G	3	15,000	0.344
G	4	15,000	0.344
G	5	15,000	0.344
G	6	15,000	0.344
G	7	16,290	0.374
G	8	15,398	0.353
G	9	15,140	0.348
G	10	10,807	0.248
G	11	10,800	0.248
G	12	11,433	0.262
G	13	13,135	0.302
G	14	13,142	0.302
G	15	12,815	0.294
G	16	12,486	0.286
G	17	10,841	0.251
G	18	10,841	0.251
G	19	10,841	0.251
G	20	10,841	0.251
G	21	10,941	0.251
G	22	11,534	0.265
G	23	12,751	0.293
G	24	12,756	0.293
G	25	11,535	0.265
G	26	10,840	0.249
TOTALS 337,629 7.761			

SINGLE FAMILY RESIDENCES

BLOCK	LOT	SQ. FT.	ACRES
H	1	17,177	0.393
H	2	15,800	0.364
H	3	15,000	0.344
H	4	15,000	0.344
H	5	15,000	0.344
H	6	15,000	0.344
H	7	16,290	0.374
H	8	15,398	0.353
H	9	15,140	0.348
H	10	10,807	0.248
H	11	10,800	0.248
H	12	11,433	0.262
H	13	13,135	0.302
H	14	13,142	0.302
H	15	12,815	0.294
H	16	12,486	0.286
H	17	10,841	0.251
H	18	10,841	0.251
H	19	10,841	0.251
H	20	10,841	0.251
H	21	10,941	0.251
H	22	11,534	0.265
H	23	12,751	0.293
H	24	12,756	0.293
H	25	11,535	0.265
H	26	10,840	0.249
TOTALS 337,629 7.761			

SINGLE FAMILY RESIDENCES

BLOCK	LOT	SQ. FT.	ACRES
I	1	15,687	0.360
I	2	14,310	0.329
I	3	14,310	0.329
I	4	14,422	0.331
I	5	17,499	0.402
I	6	23,800	0.548
I	7	27,398	0.630
I	8	29,277	0.672
I	9	14,569	0.343
I	10	14,141	0.325
I	11	16,456	0.378
TOTALS 202,659 4.652			

SINGLE FAMILY RESIDENCES

BLOCK	LOT	SQ. FT.	ACRES
J	1	15,687	0.360
J	2	14,310	0.329
J	3	14,310	0.329
J	4	14,422	0.331
J	5	17,499	0.402
J	6	23,800	0.548
J	7	27,398	0.630
J	8	29,277	0.672
J	9	14,569	0.343
J	10	14,141	0.325
J	11	16,456	0.378
TOTALS 202,659 4.652			

TOTAL SINGLE FAMILY AREA

SQ. FT.	ACRES
3,965,416	91.722

TOTAL SINGLE FAMILY LOTS

234

AVERAGE SINGLE FAMILY LOT

SQ. FT.	ACRES
17,074	0.392

SINGLE FAMILY RESIDENCES

BLOCK	LOT	SQ. FT.	ACRES
K	1	10,801	0.248
K	2	10,801	0.248
K	3	10,859	0.249
K	4	11,706	0.269
K	5	11,706	0.269
K	6	10,800	0.248
K	7	10,800	0.248
K	8	11,908	0.273
K	9	12,902	0.296
K	10	13,446	0.309
K	11	12,268	0.282
K	12	11,985	0.275
K	13	10,802	0.248
K	14	10,802	0.248
K	15	10,802	0.248
K	16	10,755	0.247
TOTALS 183,000 4.202			

SINGLE FAMILY RESIDENCES

BLOCK	LOT	SQ. FT.	ACRES
L	1	17,177	0.393
L	2	15,800	0.364
L	3	15,000	0.344
L	4	15,000	0.344
L	5	15,000	0.344
L	6	15,000	0.344
L	7	16,290	0.374
L	8	15,398	0.353
L	9	15,140	0.348
L	10	10,807	0.248
L	11	10,800	0.248
L	12	11,433	0.262
L	13	13,135	0.302
L	14	13,142	0.302
L	15	12,815	0.294
L	16	12,486	0.286
L	17	10,841	0.251
L	18	10,841	0.251

THE RANCH AT CALITERRA

PRELIMINARY PLAN

GENERAL NOTES:

- THIS FINAL PLAT IS WITHIN THE EXTRA TERRITORIAL JURISDICTION (ETJ) OF THE CITY OF DRIPPING SPRINGS.
- NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
- THIS PLAT LIES WITHIN THE BOUNDARIES OF THE CONTINUING ZONE OF THE EDWARDS AQUIFER ZONE.
- THIS PLAT LIES WITHIN THE BOUNDARIES OF THE HAYS-TRINITY GROUNDWATER CONSERVATION DISTRICT.
- THIS PLAT IS LOCATED WITHIN THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
- ACCESS TO AND FROM CORNER LOTS SHALL ONLY BE PERMITTED FROM ONE STREET.
- A PORTION OF THE SUBJECT PLAT PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR FLOOD PLAN AS DELINEATED ON FEMA PANEL NO. 48202C0204R AND 48202C0115F, DATED SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- WATER SERVICE WILL BE PROVIDED TO EACH LOT FROM THE DRIPPING SPRINGS WATER SUPPLY CORPORATION.
- ORGANIZED WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY THE CITY OF DRIPPING SPRINGS.
- ELECTRIC SERVICE WILL BE PROVIDED BY THE FERRISWALK ELECTRIC COOPERATIVE.
- TELEPHONE SERVICE WILL BE PROVIDED BY VERIZON.
- IF GAS LINES ARE NOT INCLUDED IN THE CONSTRUCTION PLANS, THERE WILL BE SEPARATE SITE DEVELOPMENT PLAN, APPLICATION, AND FEES REQUIRED.
- MINIMUM FRONT SETBACK SHALL BE 20'.
- MINIMUM REAR SETBACK SHALL BE 20'.
- MINIMUM SIDE AND INTERIOR SIDE YARD SETBACKS SHALL BE 5'.
- MINIMUM SIDE YARD SETBACKS ADJACENT TO A PUBLIC STREET SHALL BE 10'.
- UTILITY EASEMENTS OF 15 FEET SHALL BE LOCATED ALONG EACH SIDE OF DEDICATED ROW.
- ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE CITY OF DRIPPING SPRINGS AND HAYS COUNTY DEVELOPMENT REGULATIONS.
- NO STRUCTURE SHALL BE OCCUPIED UNTIL A CERTIFICATE OF OCCUPANCY IS ISSUED BY THE CITY OF DRIPPING SPRINGS.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE APPROVED COMMUNITY WATER SYSTEM.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE APPROVED ORGANIZED WASTE WATER SYSTEM.
- NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BE INITIATED UNTIL ALL OF HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.
- IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND TO PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PENETRATED ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMITS FOR USE OF THE CITY RIGHT-OF-WAY HAS BEEN ISSUED THROUGH TRANSPORTATION DEPARTMENT UNDER CHAPTER 751 AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENTS AND COMPLES WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
- DEVELOPMENT AND RESTRICTIONS WITHIN THE CITY OF DRIPPING SPRINGS AND 1020 WATER QUALITY BUFFER ZONES ARE LIMITED TO THOSE LISTED IN THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY'S (TCEQ) OPTIONAL ENHANCED MEASURES FOR THE PROTECTION OF WATER QUALITY IN THE EDWARDS AQUIFER (REVISED) OR AS PERMITTED BY THE TCEQ.
- ALL LOTS ARE REQUIRED TO COMPLY WITH THE THEN CURRENT ADOPTED BUILDING CODE AS ADOPTED BY THE CITY OF DRIPPING SPRINGS, AND THE FIRE CODE ADOPTED BY ISO (A). THIS IS TO INCLUDE THE FILING OF BUILDING PERMITS THROUGH THE CITY OF DRIPPING SPRINGS.
- PER THE DEVELOPMENT AGREEMENT BETWEEN CITY OF DRIPPING SPRINGS AND DEVELOPMENT SOLUTIONS CAT, LLC, THE CALIFORNIA DEVELOPMENT PROJECT IS SUBJECT TO AN INTEGRATED PEST MANAGEMENT (IPM) PLAN. POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPMENT CONDITION FOR 2, 10, 25, AND 100 YEAR STORM EVENTS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
- ALL ROADWAYS IN THIS DEVELOPMENT ARE TO BE DEDICATED TO THE PUBLIC AND MAINTAINED BY HAYS COUNTY.
- THIS DEVELOPMENT IS SUBJECT TO THE DEVELOPMENT AGREEMENT DATED JANUARY 14, 2014 BETWEEN THE CITY OF DRIPPING SPRINGS AND DEVELOPMENT SOLUTIONS CAT, LLC, RECORDED IN VOLUME 4978, PAGE 215 (DOCUMENT NUMBER 14021130 OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS).
- HAYS COUNTY DEVELOPMENT DISTRICT NO. 1 WILL BE RESPONSIBLE FOR OPERATIONS, INSPECTION AND MAINTENANCE OF STORMWATER UTILITIES AND PONDS.
- THE INTENT OF THIS PROJECT IS TO COMPLY WITH THE CITY OF DRIPPING SPRINGS LOCAL ORDINANCE.
- PER REQUIREMENTS OF FIVE (5) FEET SHALL BE LOCATED ALONG EACH SIDE (LOT LINE, 4/0' PAVES AND 4/0' UNITS SHALL BE ALLOWED TO ENDOUR WITHIN THE PFC EASEMENT PER CONSULTATION WITH PFC.
- POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE PUBLIC RECORDS OF HAYS COUNTY. THE OWNER OF ANY NEW DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED AND MADE AVAILABLE FOR REVIEW UPON REQUEST.
- HAYS COUNTY IS NOT RESPONSIBLE FOR SIDEWALK MAINTENANCE. A FULLY EXECUTIVE LICENSE AGREEMENT MUST BE IN-PLACE PRIOR TO CONSTRUCTION OF SIDEWALKS WITHIN HAYS COUNTY ROW.

200.024 ACRES
BENJAMIN F. HANNA SURVEY NUMBER 26, ABSTRACT NUMBER 122
HAYS COUNTY, TX

METES AND BOUNDS
BEING ALL OF THAT CERTAIN 200.024 ACRE TRACT OR PARCEL OF LAND OWNED BY THE BENJAMIN F. HANNA SURVEY NUMBER 26, ABSTRACT NUMBER 122, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING COMPRISED OF ALL OF A CALLED 200.0 ACRE TRACT OF LAND CONVEYED TO CE CARL CARTER, LLC, IN INSTRUMENT NUMBER 2169949, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, SAID 200.0 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at a northern corner of said 200.0 acre tract of land, being in the approximate centerline of Creek Road (R.O.W. Varied), same being at the northwest corner of said 200.0 acre tract of land conveyed to The Ten Acres, LLC in Volume 4731, Page 515, Official Public Records of Hays County, Texas, for a northern corner and **POINT OF BEGINNING** of the herein described tract of land.

THENCE, with the common line of said 200.0 acre tract of land, and said 9.999 acre tract of land, the following six (6) courses and distances, numbered 1 through 6,

- S37°29'24"W, a distance of 590.10 feet to a 1/2 inch iron rod found at the southwest corner of said 9.999 acre tract of land,
- S79°24'36"E, a distance of 825.66 feet to a calculated point at the southeast corner of said 9.999 acre tract of land,
- N14°07'29"E, a distance of 340.53 feet to a calculated point for corner,
- N01°15'52"E, a distance of 86.64 feet to a calculated point for corner,
- N01°15'13"E, a distance of 82.63 feet to a 1/2 inch iron rod found for corner, and
- N01°07'00"E, a distance of 39.24 feet to a 1/2 inch iron rod found at a northern corner of said 200.0 acre tract of land, being at the northeast corner of said 9.999 acre tract of land, same being in the approximate centerline of said Creek Road, for a northern corner of the herein described tract of land.

THENCE, S85°00'56"W, along the centerline of said Creek Road, and the north line of said 200.0 acre tract of land, a distance of 49.22 feet to a mag nail found at a northern corner of said 200.0 acre tract of land, being at a northeastern corner of a called 3.50 acre tract of land conveyed to Mosaic Plutman in Volume 4776, Page 578, Official Public Records of Hays County, Texas, for a northern corner of the herein described tract of land.

THENCE, with the common line of said 200.0 acre tract of land, and said 5.0 acre tract of land, the following two (2) courses and distances, numbered 1 and 2,

- S27°32'26"W, a distance of 86.30 feet to a calculated point for corner, and
- S27°38'18"W, a distance of 69.59 feet to a calculated point at the southwest corner of said 3.50 acre tract of land, being at an eastern corner of said 200.0 acre tract of land, same being in the approximate centerline of Onion Creek, also being in a northern line of a called 453.709 acre tract of land conveyed to Limestone - Dripping Springs, LLC in Volume 4438, Page 870, Official Public Records of Hays County, Texas, for an eastern corner of the herein described tract of land.

THENCE, with the east line of said 200.0 acre tract of land, the west line of said 453.709 acre tract of land, the west line of Calterra Phase Three Section Nine, a subdivision recorded in Instrument Number 20015929, Official Public Records, Hays County, Texas, and the west line of a called 591.858 acre tract of land conveyed to Development Solutions CAT, LLC, as described in Volume 4682, Page 343, Official Public Records, Hays County, Texas, the following twelve (12) courses and distances, numbered 1 through 12,

- N64°18'54"W, a distance of 74.26 feet to a calculated point for corner,
- S00°39'06"W, a distance of 150.00 feet to a mag nail found for corner,
- S48°44'54"E, a distance of 77.39 feet to a calculated point for corner,
- S57°30'44"E, a distance of 511.56 feet to a calculated point for corner,
- S01°40'49"E, a distance of 671.45 feet to a 1/2 inch iron rod found for corner,

J:AC0150795SURVFIELD NOTESFN - 200.024 ACRES - CARTER TRACT DOC

200.024 ACRES
BENJAMIN F. HANNA SURVEY NUMBER 26, ABSTRACT NUMBER 122
HAYS COUNTY, TX

- S03°54'02"W, a distance of 279.63 feet to a 1/2 inch iron rod found for corner,
- S00°47'27"W, a distance of 467.23 feet to a 1/2 inch iron rod found for corner,
- S00°51'11"E, a distance of 1207.53 feet to a 1/2 inch iron rod found for corner,
- S04°42'28"E, a distance of 256.49 feet to a 1/2 inch iron rod found at the northeast corner of said Calterra Phase Three Section Nine,
- S01°41'19"E, a distance of 226.47 feet to a 1/2 inch iron rod found for corner,
- S01°46'31"E, a distance of 229.50 feet to a 1/2 inch iron rod found for corner, and
- S00°56'29"W, a distance of 663.37 feet to a 1/2 inch iron rod found at the southeast corner of said 200.0 acre tract of land, being on the west line of said 591.858 acre tract of land, same being on the east line of a called 185.54 acre tract of land conveyed to John Coleman Horton III by deed recorded in Volume 4734, Page 673, Official Public Records, Hays County, Texas, for the southeast corner of the herein described tract of land.

THENCE, over and across said 105.54 acre tract of land, and with a south and west line of said 200.0 acre tract of land, the following four (4) courses and distances, numbered 1 through 4,

- N89°25'48"W, a distance of 74.99 feet to a 1/2 inch iron rod found for corner,
- N02°34'27"E, a distance of 636.28 feet to a 1/2 inch iron rod found for corner, being a beginning of a curve to the left,
- Along said curve to the left, having a radius of 815.00 feet, an arc length of 53.99 feet, and a chord that bears N02°39'49"W, a distance of 53.98 feet to a 1/2 inch iron rod found for corner, and
- N02°48'59"W, a distance of 684.75 feet to a 1/2 inch iron rod found on the north line of said 104.54 acre tract of land, being at a southeastern interior corner of said 100.0 acre tract of land, for a southeastern interior corner of the herein described tract of land.

THENCE, N83°49'02"W, with the south line of said 200.0 acre tract of land, the north line of said 105.54 acre tract of land, a distance of 113.13 feet to a 60d nail found for corner,

THENCE, continuing with the common line of said 200.0 acre tract of land, and said 105.54 acre tract of land, the following five (5) courses and distances, numbered 1 through 5,

- N87°56'25"W, a distance of 131.33 feet to a 1/2 inch iron rod found for corner,
- S88°02'15"W, a distance of 743.15 feet to a 1/2 inch iron rod found for corner,
- S87°49'29"W, a distance of 780.20 feet to a 1/2 inch iron rod found for corner,
- S88°02'27"W, a distance of 735.75 feet to a 60d nail found for corner, and
- S89°34'48"W, a distance of 703.68 feet to a calculated point on the south line of said 200.0 acre tract of land, being at the beginning of a curve to the left.

THENCE, continuing with the south line of said 200.0 acre tract of land, and over and across said 105.54 acre tract of land, the following two (2) courses and distances, numbered 1 and 2,

- Along said curve to the left, having a radius of 345.00 feet, an arc length of 156.76 feet, and a chord that bears S70°32'50"W, a distance of 155.40 feet to a calculated point for corner, and
- S89°34'48"W, a distance of 1237.41 feet to a calculated point at the southwest corner of said 200.0 acre tract of land, being at the west line of said 105.54 acre tract of land, same being in the east line of Mount Galbraith Road (R.O.W. Varied), for the southeast corner of the herein described tract of land.

THENCE, N04°22'04"E, with the east line of said Mount Galbraith Road, and a west line of said 200.0 acre tract of land, a distance of 35.32 feet to a calculated point at the northeast corner of said 105.54 acre tract of land.

THENCE, N04°24'55"E, continuing with the east line of said Mount Galbraith Road, and the west line of said 200.0 acre tract of land, a distance of 40.24 feet to a 1/2 inch iron rod found at a western corner of said 200.0 acre tract of land, being at the southwest corner of a called 134.51 acre tract of land conveyed to Mesa Del Arroyo LP in

J:AC0150795SURVFIELD NOTESFN - 200.024 ACRES - CARTER TRACT DOC

200.024 ACRES
BENJAMIN F. HANNA SURVEY NUMBER 26, ABSTRACT NUMBER 122
HAYS COUNTY, TX

Instrument Number 22009030, Official Public Records of Hays County, Texas, for a western corner of the herein described tract of land.

THENCE, N89°34'10"E, with the common line of said 200.0 acre tract of land, and said 134.51 acre tract of land, a distance of 1148.51 feet to a 1/2 inch iron rod found at the southeast corner of said 134.51 acre tract of land, being at an interior corner of said 200.0 acre tract of land, for an interior corner of the herein described tract of land.

THENCE, N27°18'02"E, with the west line of said 200.0 acre tract of land, the east line of said 134.51 acre tract of land, the east line of a called 86.877 acre tract of land conveyed to Maritana Commons in Volume 4324, Page 252, Official Public Records of Hays County, Texas, a distance of 382.84 feet to a 1/2 inch iron rod found for corner.

THENCE, continuing with the common line of said 200.0 acre tract of land, and said 36.872 acre tract of land, the following two (2) courses and distances, numbered 1 and 2,

- N15°18'02"E, a distance of 173.40 feet to a calculated point at the northeast corner of said 36.872 acre tract of land, and
- N02°11'58"W, a distance of 115.51 feet to a calculated point in the northern line of said 36.872 acre tract of land, being at a northeastern corner of said 200.0 acre tract of land, same being in the south line of said Creek Road, for a northeastern corner of the herein described tract of land.

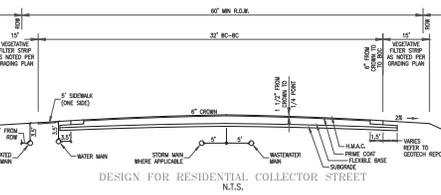
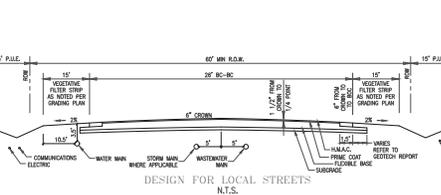
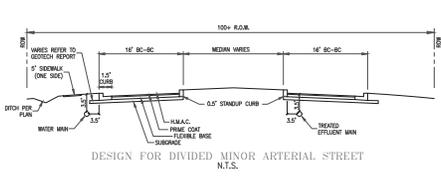
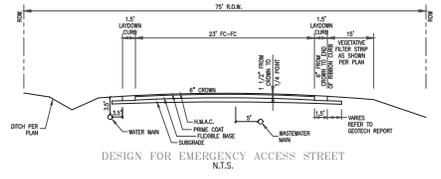
THENCE, N55°73'46"E, with a southwesterly line of said Creek Road, a distance of 167.42 feet to a 1/2 inch iron rod in the centerline of said Creek Road, being at a northern corner of said 200.0 acre tract of land, for a northern corner of the herein described tract of land.

THENCE, with the centerline of said Creek Road, and the northern line of said 200.0 acre tract of land, the following two (2) courses and distances, numbered 1 and 2,

- S84°23'29"E, a distance of 15.33 feet to a mag nail found for corner, and
- S27°05'28"E, a distance of 460.80 feet to the **POINT OF BEGINNING** and containing 200.024 acre of land.

Surveyed by: *[Signature]* 2022
 Arlan V. Thomason, R.P.L.S. No. 4214
 Carlson, Brignace & Doering, Inc.
 Reg. # 1002080P
 2501 West William Cannon Dr.
 Austin, TX 78749
 Ph: 512-205-5160
 www.cbdo.com

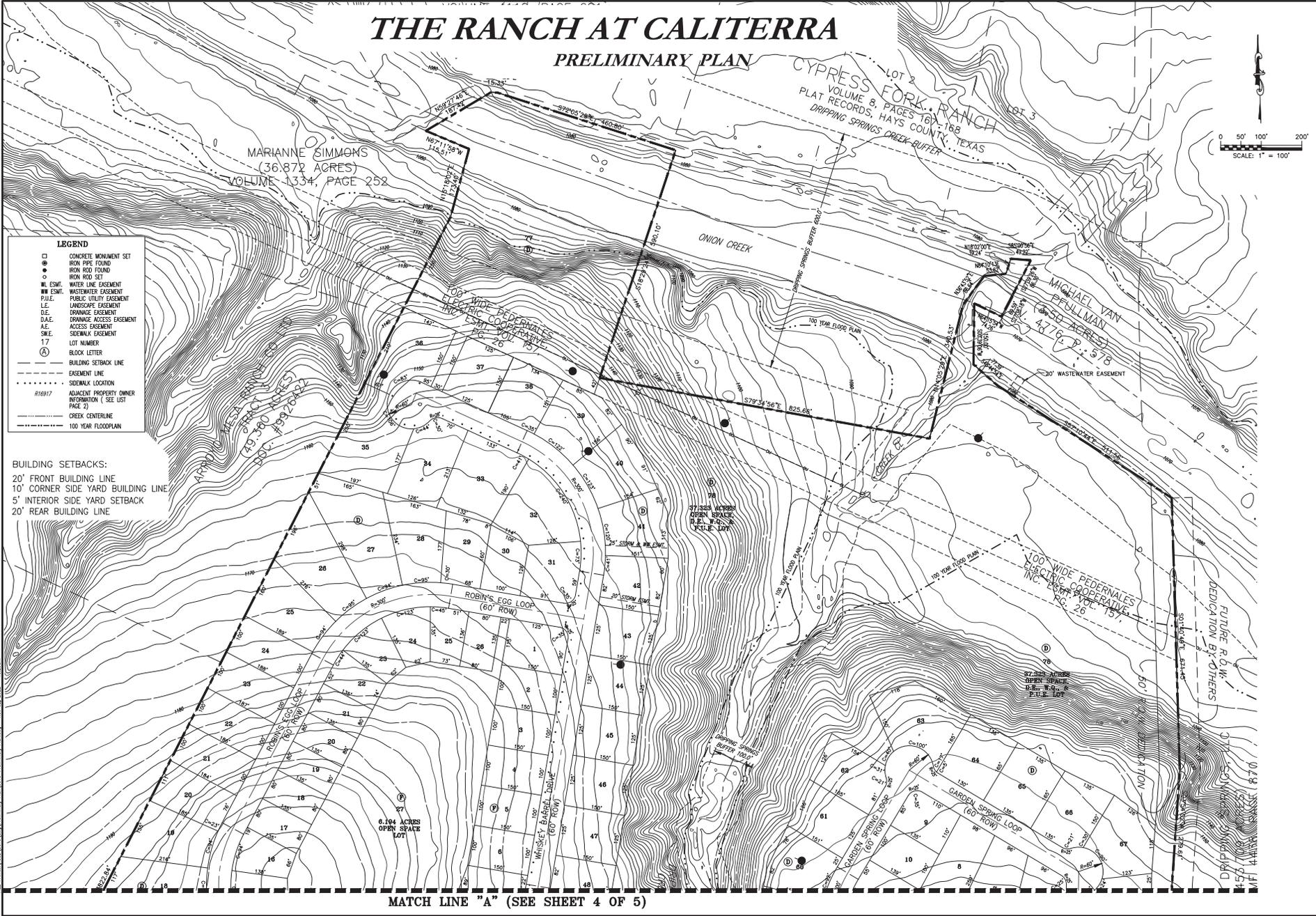
BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83



DESIGNED BY	DATE	DRAWN BY
REVISION		
PRELIMINARY PLAN NOTES / DETAILS THE RANCH AT CALITERRA STREET, DRAINAGE, WATER, & WASTEWATER IMPROVEMENTS		
SHEET NAME: JOB NUMBER: PROJECT:		
DATE:	OCTOBER 2022	
JOB NUMBER:	50779	
SHEET:	2	OF 5

THE RANCH AT CALITERRA

PRELIMINARY PLAN



MARIANNE SIMMONS
(36.872 ACRES)
VOLUME 1334, PAGE 252

CYPRESS FORK RANCH
LOT 2
VOLUME 8, PAGES 163-168
PLAT RECORDS, HAYS COUNTY, TEXAS
DRIPPING SPRINGS CREEK BUTTER

MICHAEL VAN
PRESLIMAN
(450 ACRES)
VOLUME 1334, PAGE 252

- LEGEND**
- CONCRETE MONUMENT SET
 - IRON PIPE FOUND
 - IRON ROD FOUND
 - IRON ROD SET
 - W.L. ESM. WATER LINE EASEMENT
 - W.W. ESM. WASTEWATER EASEMENT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - L.E. LANDSCAPE EASEMENT
 - D.E. DRAINAGE EASEMENT
 - D.A.E. DRAINAGE ACCESS EASEMENT
 - A.E. ACCESS EASEMENT
 - S.W.E. SIDEWALK EASEMENT
 - 17 LOT NUMBER
 - (A) BLOCK LETTER
 - BUILDING SETBACK LINE
 - - - EASEMENT LINE
 - SIDEWALK LOCATION
 - R16197 ADJACENT PROPERTY OWNER INFORMATION (SEE LIST PAGE 2)
 - CREEK CENTERLINE
 - - - 100 YEAR FLOODPLAIN

- BUILDING SETBACKS:**
- 20' FRONT BUILDING LINE
 - 10' CORNER SIDE YARD BUILDING LINE
 - 5' INTERIOR SIDE YARD SETBACK
 - 20' REAR BUILDING LINE

MATCH LINE "A" (SEE SHEET 4 OF 5)

DESIGNED BY	DATE	DRAWN BY	DATE

Carlson, Briggance & Doering, Inc.
Chart Engineers & Surveyors
1501 West Williams Canyon Dr. | Austin, TX 78746 | Phone No. 512.226.5160 | www.cbdre.com

PRELIMINARY PLAN
THE RANCH AT CALITERRA
STREET, DRAINAGE, WATER, & WASTEWATER IMPROVEMENTS



DATE	OCTOBER 2022
JOB NUMBER	5079
SHEET	3 OF 5

MATCH LINE "A" (SEE SHEET 3 OF 5)

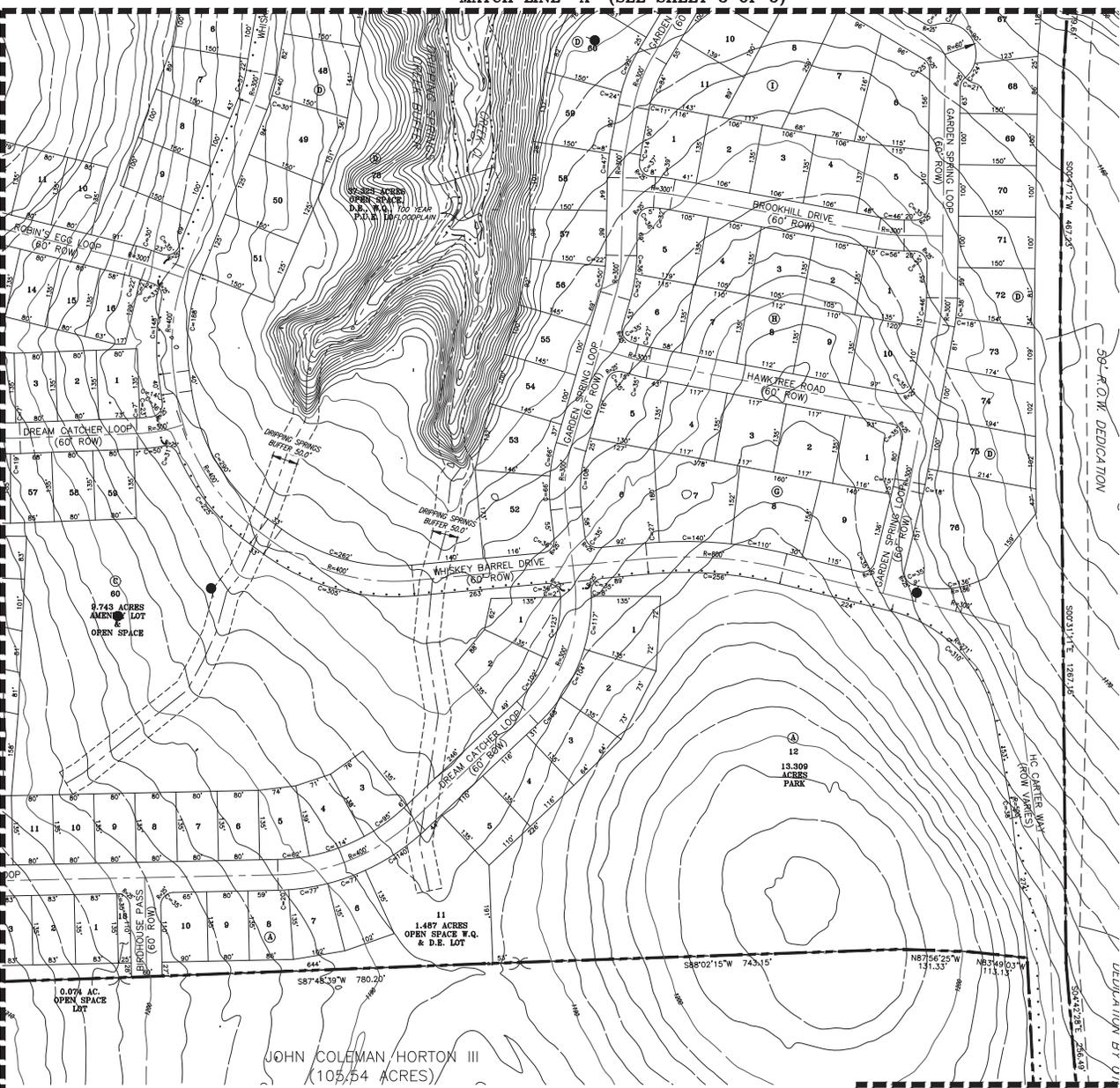
THE RANCH AT CALITERRA

PRELIMINARY PLAN

MATCH LINE "B" (SEE THIS SHEET)

MATCH LINE "C" (SEE SHEET 5 OF 5)

FILE: 01/14/2010 10:23:33 AM Preliminary Plans 1/20/10 Preliminary Plans - No. 01, 2012 - 10/25/10

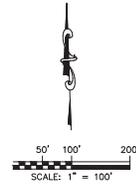


LEGEND

- CONCRETE MONUMENT SET
- IRON PIPE FOUND
- IRON ROD FOUND
- IRON ROD SET
- WL ESM. WATER LINE EASEMENT
- WW ESM. WASTEWATER EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- L.E. LANDSCAPE EASEMENT
- D.E. DRAINAGE EASEMENT
- D.A.E. DRAINAGE ACCESS EASEMENT
- A.E. ACCESS EASEMENT
- S.W.E. SEWER EASEMENT
- 17 LOT NUMBER
- (A) BLOCK LETTER
- BUILDING SETBACK LINE
- - - EASEMENT LINE
- SIDEWALK LOCATION
- R16917 ADJACENT PROPERTY OWNER INFORMATION (SEE LIST PAGE 2)
- CREEK CENTERLINE
- 100 YEAR FLOODPLAIN

BUILDING SETBACKS:
 20' FRONT BUILDING LINE
 10' CORNER SIDE YARD BUILDING LINE
 5' INTERIOR SIDE YARD SETBACK
 20' REAR BUILDING LINE

D=3'47.45"
 R= 815.00'
 T=22.01'
 C=53.39'
 A=53.99'
 CB=N00°29'48"W



JOHN COLEMAN HORTON III
 (105.54 ACRES)

MATCH LINE "B" (SEE THIS SHEET)

DESIGNED BY:	DRAWN BY:
DATE:	DATE:
REVISION:	REVISION:
PRELIMINARY PLAN THE RANCH AT CALITERRA STREET, DRAINAGE, WATER, & WASTEWATER IMPROVEMENTS	
SHEET NAME:	DATE: OCTOBER 2022
JOB NUMBER:	JOB NUMBER: 5079
SHEET:	SHEET: 4 OF 5

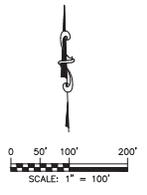
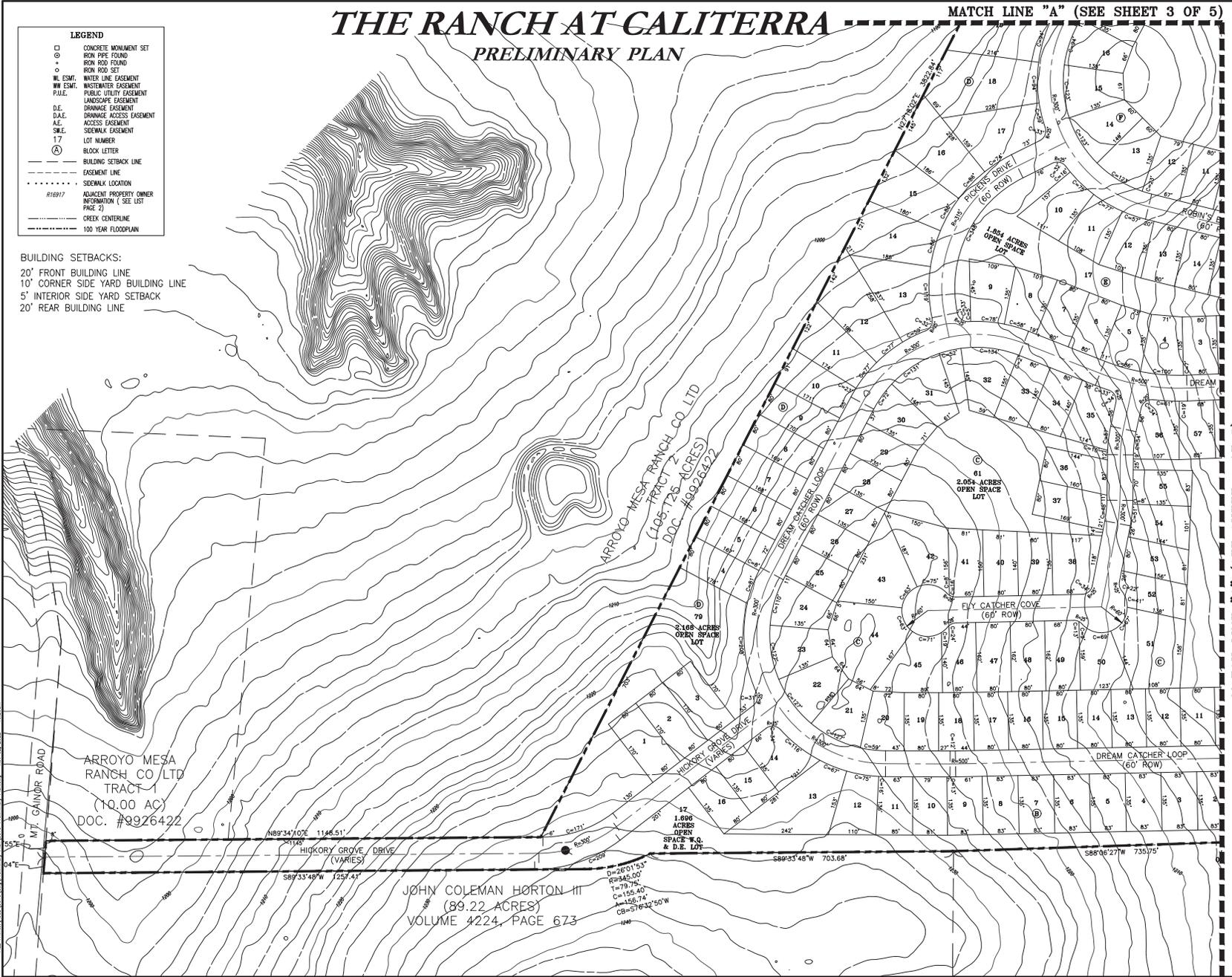
THE RANCH AT CALITERRA

PRELIMINARY PLAN

MATCH LINE "A" (SEE SHEET 3 OF 5)

- LEGEND**
- CONCRETE MONUMENT SET
 - IRON PIPE FOUND
 - IRON ROD FOUND
 - IRON ROD SET
 - IRON ROD SET
 - W.L. ESM. WATER LINE EASEMENT
 - W.W. ESM. WASTEWATER EASEMENT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - L.E. LANDSCAPE EASEMENT
 - D.E. DRAINAGE EASEMENT
 - D.A.E. DRAINAGE ACCESS EASEMENT
 - A.E. ACCESS EASEMENT
 - S.W.E. SIDEWALK EASEMENT
 - 17 LOT NUMBER
 - BLOCK LETTER
 - BUILDING SETBACK LINE
 - EASEMENT LINE
 - SIDEWALK LOCATION
 - ADJACENT PROPERTY OWNER INFORMATION (SEE LIST PAGE 2)
 - CREEK CENTERLINE
 - 100 YEAR FLOODPLAIN

BUILDING SETBACKS:
 20' FRONT BUILDING LINE
 10' CORNER SIDE YARD BUILDING LINE
 5' INTERIOR SIDE YARD SETBACK
 20' REAR BUILDING LINE



DESIGNED BY	DRAWN BY

DATE: _____

REVISION: _____

Carlson, Brangne & Doering, Inc.
 Civil Engineers & Surveyors
 5901 West Williams Canyon Dr. Suite 600
 Phoenix, AZ 85026-3160
 Phone No. 602.266.5160
 www.cbdri.com

PRELIMINARY PLAN

THE RANCH AT CALITERRA

STREET, DRAINAGE, WATER, & WASTEWATER IMPROVEMENTS



DATE	OCTOBER 2022
JOB NUMBER	5079
SHEET	5 OF 5



CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

Item 2.

PRELIMINARY PLAT APPLICATION

Case Number (staff use only): _____ - _____

MEETINGS REQUIRED

(AS APPLICABLE PER SUBDIVISION ORDINANCE)

INFORMAL CONSULTATION

PRE-APPLICATION CONFERENCE

DATE: _____

DATE: **8-28-21**

NOT SCHEDULED

NOT SCHEDULED

CONTACT INFORMATION

APPLICANT NAME Bill E. Couch

COMPANY Carlson, Brigance and Doering, Inc.

STREET ADDRESS 5501 W. William Cannon Drive

CITY Austin STATE TX ZIP CODE 78749

PHONE (512) 585-8874 EMAIL bill@cbdeng.com

OWNER NAME Greg Rich

COMPANY CF CSLK Carter, LLC.

STREET ADDRESS 12222 Merit Drive, Suite 1050

CITY Dallas STATE TX ZIP CODE 78251

PHONE (972) 960-2777 Ext. 103 EMAIL Greg Rich (grich@siepiela.com)

PROPERTY INFORMATION	
PROPERTY OWNER NAME	CF CSLK Carter, LLC.
PROPERTY ADDRESS	Premier Park Loop
CURRENT LEGAL DESCRIPTION	Benjamin F, Hanna Survey Number 28 Abstract Number 222
TAX ID #	R16412
LOCATED IN	<input type="checkbox"/> City Limits <input checked="" type="checkbox"/> Extraterritorial Jurisdiction
CURRENT LAND ACREAGE	200.025
SCHOOL DISTRICT	Dripping Springs Independent School District
ESD DISTRICT(S)	6
ZONING/PDD/OVERLAY	NA
EXISTING ROAD FRONTAGE	<input type="checkbox"/> Private Name: <u>Greg Rich (CF CSLK Carter, LLC.)</u> <input type="checkbox"/> State Name: _____ <input type="checkbox"/> City/County (public) Name: <u>Caliterra Pkwy</u>
DEVELOPMENT AGREEMENT? (If so, please attach agreement)	<input checked="" type="checkbox"/> Yes (see attached) <input type="checkbox"/> Not Applicable Development Agreement Name: <u>Carter Development Agreement</u>

ENVIRONMENTAL INFORMATION	
IS PROPERTY OVER THE EDWARDS AQUIFER RECHARGE ZONE?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
IS PROPERTY OVER THE BARTON SPRINGS CONTRIBUTING ZONE TO THE EDWARDS AQUIFER?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
IS PROPERTY WITHIN A FEMA FLOODPLAIN AS DEFINED BY THE MOST CURRENT FIRM?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

PROJECT INFORMATION	
PROPOSED SUBDIVISION NAME	The Ranch at Caliterra
TOTAL ACREAGE OF DEVELOPMENT	200.025 acres
TOTAL NUMBER OF LOTS	243
AVERAGE SIZE OF LOTS	15,660
INTENDED USE OF LOTS	<input checked="" type="checkbox"/> RESIDENTIAL <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> INDUSTRIAL/OTHER: _____
# OF LOTS PER USE	RESIDENTIAL: <u>233</u> COMMERCIAL: <u>0</u> INDUSTRIAL: <u>0</u>
ACREAGE PER USE	RESIDENTIAL: <u>84.837</u> COMMERCIAL: _____ INDUSTRIAL: _____
LINEAR FEET (ADDED) OF PROPOSED ROADS	PUBLIC: <u>19,981</u> PRIVATE: _____
ANTICIPATED WASTEWATER SYSTEM	<input type="checkbox"/> CONVENTIONAL SEPTIC SYSTEM <input type="checkbox"/> CLASS I (AEROBIC) PERMITTED SYSTEM <input checked="" type="checkbox"/> PUBLIC SEWER
WATER SOURCES	SURFACE WATER <input checked="" type="checkbox"/> PUBLIC WATER SUPPLY <input type="checkbox"/> RAIN WATER GROUND WATER* <input type="checkbox"/> PUBLIC WELL <input type="checkbox"/> SHARED WELL <input type="checkbox"/> PUBLIC WATER SUPPLY
<p>*IF DOING GROUND WATER PROVISION FOR THE DEVELOPMENT USING GROUNDWATER RESOURCES, THE HAYS-TRINITY GROUNDWATER CONSERVATION DISTRICT MUST BE NOTIFIED:</p> <p>HAYS-TRINITY GCD NOTIFIED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>	

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COMMENTS: _____

TITLE: Sr. Project Manager SIGNATURE: 

PUBLIC UTILITY CHECKLIST

ELECTRIC PROVIDER NAME (if applicable): Pedernales Electric Cooperative

VERIFICATION LETTER ATTACHED NOT APPLICABLE

COMMUNICATIONS PROVIDER NAME (if applicable): _____

VERIFICATION LETTER ATTACHED NOT APPLICABLE

WATER PROVIDER NAME (if applicable): Dripping Springs Water Supply Cooperation

VERIFICATION LETTER ATTACHED NOT APPLICABLE

WASTEWATER PROVIDER NAME (if applicable): City of Dripping Springs

VERIFICATION LETTER ATTACHED NOT APPLICABLE

GAS PROVIDER NAME (if applicable): _____

VERIFICATION LETTER ATTACHED NOT APPLICABLE

PARKLAND DEDICATION?	AGRICULTURE FACILITIES (FINAL PLAT)?
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NOT APPLICABLE	<input type="checkbox"/> YES <input type="checkbox"/> NOT APPLICABLE

COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE?*

(See attached agreement)

*If proposed subdivision is in the City Limits, compliance with the 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 city’s website at www.cityofdrippingsprings.com and online Lighting Ordinance under the Code of Ordinances tab for more information).

YES (REQUIRED) YES (VOLUNTARY*) NO

APPLICANT'S SIGNATURE

*Note: An additional signature is required on page 7 of the application verifying completeness. Applications should be submitted **only** when all required information is included in the submittal.*

The above information is true to the best of my knowledge. I attest that the real property described is owned by me and all others as signed below. If the below signed applicant is not the owner of said property, the signature of the property owner must be included below, or consent must be attached (If a corporation, please list title, and name of corporation.)

Bill E. Couch

Applicant Name

Bill E. Couch

6-16-22

Applicant Signature

Date

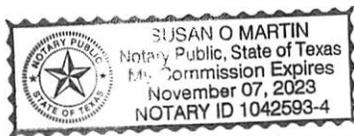
Notary

Susan O. Martin

Date

06/16/2022

Notary Stamp Here



Property Owner Name



Property Owner Signature

Date

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

Applicants Signature:  Date: 6-16-22

For projects within the ETJ, per the City of Dripping Springs Interlocal Cooperation Agreement with Hays County, a county subdivision application must also be submitted for review to the City. Fees for Hays County shall also be paid. The City will forward the application and Hays County Fees to the County.

PRELIMINARY PLAT CHECKLIST		
Subdivision Ordinance, Section 4		
STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed application form – including all required notarized signatures
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Application fee (refer to Fee Schedule)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Digital Copies/PDF of all submitted items – please provide a coversheet outlining what digital contents are included on the CD/USB drive.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Digital Data (GIS) of Subdivision
<input type="checkbox"/>	<input checked="" type="checkbox"/>	County Application Submittal – proof of online submission (if applicable)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ESD No. 6 Application (if applicable)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$240 Fee for ESD No. 6 Application (if applicable)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Billing Contract Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Engineer’s Summary Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Preliminary Drainage Study
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Preliminary Plats (1 Copy required – 11 x 17)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tax Certificates – verifying that property taxes are current
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copy of Notice Letter to the School District – notifying of preliminary submittal
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outdoor Lighting Ordinance Compliance Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Development Agreement/PDD (If applicable)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Utility Service Provider “Will Serve” Letters
<input type="checkbox"/>	<input type="checkbox"/>	Documentation showing approval of driveway locations (TxDOT, County,)
<input type="checkbox"/>	<input type="checkbox"/>	Documentation showing Hays County 911 addressing approval (if applicable)

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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Parkland Dedication Submittal (narrative, fees) See Development Agrmt
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$25 Public Notice Sign Fee
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	ITE Trip Generation Report, or if required; a Traffic Impact Analysis
<input type="checkbox"/>	<input type="checkbox"/>	Geologic Assessment Identifying Critical Environmental Features [Sub. Ord. 4.8(l)(4)]
<input type="checkbox"/>	<input type="checkbox"/>	OSSF Facility Planning Report or approved OSSF permit (<i>if applicable</i>)
<input type="checkbox"/>	<input type="checkbox"/>	Hays Trinity Groundwater Conservation District approval of water well (<i>if applicable</i>)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Preliminary Conference Form signed by City Staff
PRELIMINARY PLAT INFORMATION REQUIREMENTS		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	A vicinity, or location, map that shows the location of the proposed Preliminary Plat within the City (or within its ETJ) and in relationship to existing roadways.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Boundary lines, abstract/survey lines, corporate and other jurisdictional boundaries, existing or proposed highways and streets (including right-of-way widths), bearings and distances sufficient to locate the exact area proposed for the subdivision, and all survey monuments including any required concrete monuments (per the City Engineer); the length and bearing of all straight lines, radii, arc lengths, tangent lengths and central angles of all curves shall be indicated along the lines of each lot or Unit (curve and line data may be placed in a table format); accurate reference ties via courses and distances to at least one recognized abstract or survey corner or existing subdivision corner shall be shown.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	The name, location and recording information of all adjacent subdivisions (or property owners of adjacent unplatted property), including those located on the other sides of roads or creeks, shall be drawn to the same scale and shown in dotted lines adjacent to the tract proposed for subdivision in sufficient detail to show accurately the existing streets, alleys, building setbacks, lot and block numbering, easements, and other features that may influence the layout of development of the proposed subdivision; adjacent unplatted land shall show property lines, the names of owners of record, and the recording information.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	The location, widths and names of all streets, alleys and easements (it shall be the applicant's responsibility to coordinate with appropriate utility entities for placement of necessary utility easements and for location of all streets and median openings on highways or arterial roadways), existing or proposed, within the subdivision limits and adjacent to the subdivision; a list of proposed street names shall be submitted (in the form of a letter or memo along with the application form) for all new street names (street name approval is required at the time the Preliminary Plat is approved)

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<input type="checkbox"/>	<input checked="" type="checkbox"/>	The location of all existing property lines, existing lot and block numbers and date recorded, easements of record (with recording information), buildings, existing sewer or water mains (can be shown on a separate sheet, if preferred), gas mains or other underground structures, or other existing features within the area proposed for subdivision;
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proposed arrangement and square footage of lots or Units (including lot and block numbers or Unit numbers) proposed use of same; for nonresidential uses, the location and size of buildings, existing and proposed. This information shall be provided on a separate sheet, such as on a concept plan or the final site plan.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All sheets shall have a title block which shows the title or name under which the proposed subdivision is to be recorded; the name, address and phone number of the property owner(s); the name, address and phone number of the licensed engineer or registered professional land surveyor who prepared the plat/plans; the scale of the plat/plans; the date the plat/plan was prepared; and the location of the property according to the abstract or survey records of Hays County, Texas.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sites, if any, to be reserved or dedicated for parks, schools, playgrounds, other public uses or for private facilities or amenities
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Scale (including a graphic scale), date, north arrow oriented to the top or left side of the sheet, and other pertinent informational data
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contours with intervals of two feet (2') or less shown for the area, with all elevations on the contour map referenced to sea level datum; and the limits of any portion of the 100-year floodplain (pursuant to the flood study, if required by the City Engineer) that may be within or adjacent to (i.e., within 100 feet of) the property (final monumentation of the floodplain shall occur, and shall be shown, on the final plat prior to approval and filing at the County) - if no floodplain is present, then a note stating this shall be shown on the plat
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Areas contributing drainage to the proposed subdivision shall be shown in the drainage study and construction plans; locations proposed for drainage discharge from the site shall be shown by directional arrows.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All physical features of the property to be subdivided shall be shown, including: <ul style="list-style-type: none"> - The location and size of all watercourses; and - 100-year floodplain according to Federal Emergency Management Agency (FEMA) information; and

		<ul style="list-style-type: none"> - Water Quality Buffer Zones as required by [WQO 22.05.017] - Drainage ways and drainage easements. Drainage easements are required for bypass of any offsite flows and for concentrated flows conveyed across lots. Drainage easements shall be large enough to contain the 100-yr storm [Sub. Ord. 12.2.2]. - U.S. Army Corps of Engineers flowage easement requirements; and - All critical environmental features (CEFs) such as karsts, springs, sinkholes, caves, etc., to be located and documentation to be signed and certified by a geologist. All CEF to have a minimum setback of 150'. All designated wetlands to be certified as such by an accredited wetland biologist relying the presence of wetlands plant species. Applicant to include a slope map identifying the breakdown of all lands in categories from 0% to 15 slope, 15 to 30 slope, and over 30% slope; and - Ravines; and - Bridges; and - Culverts; and - Existing structures; and - Drainage area in acres or area draining into subdivisions (to be included in drainage study and construction plans); and - Outline of major wooded areas or the location of major or important individual trees (excluding Cedar Trees) with trunk diameters exceeding twelve inches (12") measured four feet (4') above the ground, and other features pertinent to subdivision; is defined in the City's Technical Construction Standards and Specifications, and the City's Landscape Ordinance.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Provide notes identifying the following:</p> <ul style="list-style-type: none"> • Owner responsible for operation and maintenance of stormwater facilities. • Owner/operator of water and wastewater utilities. • Owner/operator of roadway facilities
<input type="checkbox"/>	<input type="checkbox"/>	<p>Schematic Engineering plans of water and sewer lines and other infrastructure (including sizes) to be constructed in the subdivision; the proposed connections to distribution mains shall be indicated</p>

<input type="checkbox"/>	<input type="checkbox"/>	<p>Proposed phasing of the development: Where a subdivision is proposed to occur in phases, the applicant, in conjunction with submission of the Preliminary Plat, shall provide a schedule of development, the dedication of rights-of-way for streets and street improvements, whether on-site or off-site, intended to serve each proposed phase of the subdivision. The City Engineer shall determine whether the proposed streets and street improvements are adequate pursuant to standards herein established, and may require that a traffic impact analysis be submitted for the entire project or for such phases as the City Engineer determines to be necessary to adjudge whether the subdivision will be served by adequate streets and thoroughfares.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>All Preliminary Plats shall be submitted in a legible format that complies with Hays County requirements for the filing of plats.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>Existing zoning of the subject property and all adjacent properties if within the city limits.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>Construction Traffic Plan showing proposed routes for construction vehicle traffic and points of ingress and egress of such vehicles during construction; temporary construction easement approvals if needed, this shall be sealed by a registered engineer</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>Certificates and other language shall be included on the plat, pursuant to the following Subsections: A statement signed by the property owner(s) and acknowledged before a Notary Public that the subdivided area is legally owned by the applicant.</p> <ul style="list-style-type: none"> - A statement signed by the property owner(s) and acknowledged before a Notary Public that the subdivided area is legally owned by the applicant. - An accurate legal, such as by metes and bounds, description by bearings and distances (including necessary curve and line data), accurate to the nearest one hundredth of a foot, for all boundary, block and lot lines, with descriptions correlated to a permanent survey monument. - The registered professional land surveyor’s certificate, with a place for his or her signature and notarization of his or her signature. - A place for plat approval signature of the Chair or Vice Chair, in the Chair’s absence) of the Planning and Zoning Commission, a place for the City Secretary to attest such signature, and the approval dates by Planning and Zoning Commission. - Appendices to this Chapter contain certificates and languages to be used on the plat to accommodate the above requirements:
<input type="checkbox"/>	<input type="checkbox"/>	<p>If any amount of surface water is to be used by the subject property, the Applicant must provide documentation to the City establishing that the Applicant has notified the following entities of the Applicant’s plans for the</p>

	project: Lower Colorado River Authority (LCRA), and the United States Fish and Wildlife Service (USFWS).
--	--

NARRATIVE OF COMPLIANCE

A written narrative describing how all portions of the subdivision meets all requirements of this code and other codes, including landscaping, lighting, parkland dedication, site development, water quality protection, and zoning, as may be relevant.

Outdoor Lighting, Article 24.06	Comply per Develoment Agreement
Parkland Dedication, Article 28.03	Comply per Develoment Agreement
Landscaping and Tree Preservation, Article 28.06	Comply per Develoment Agreement

<p>Subdivision, 28.02, Exhibit A</p>	<p>This section shall also include, depending on what type of plat is being filed, how public or private improvements will meet City standards, including water quality, drainage, stormwater, and fire (if applicable). Comply per Development Agreement consistent with City, County, Utility standards</p>
<p>Zoning, Article 30.02, Exhibit A</p>	<p>NA Development Agreement</p>

Project Number: _____ - _____
 Only filled out by staff

Date, initials



BILLING CONTACT FORM

Project Name: The Ranch at Caliterra

Project Address: _____

Project Applicant Name: Bill E. Couch

Billing Contact Information

Name: Greg Rich (CF CSLK Carter, LLC.)

Mailing Address: 12222 Merit Drive, Suite 1020

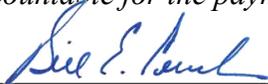
Dallas, Texas 75251

Email: grich@siepiela.com Phone Number: (972) 960-2777

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

- | | |
|---|---|
| <input type="checkbox"/> Alternative Standard | <input type="checkbox"/> Special Exception |
| <input type="checkbox"/> Certificate of Appropriateness | <input type="checkbox"/> Street Closure Permit |
| <input type="checkbox"/> Conditional Use Permit | <input checked="" type="checkbox"/> Subdivision |
| <input checked="" type="checkbox"/> Development Agreement | <input type="checkbox"/> Waiver |
| <input checked="" 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 checked="" type="checkbox"/> Site Development Permit | <input type="checkbox"/> Other _____ |

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



Signature of Applicant

6-16-22

Date



Planning and Zoning Commission

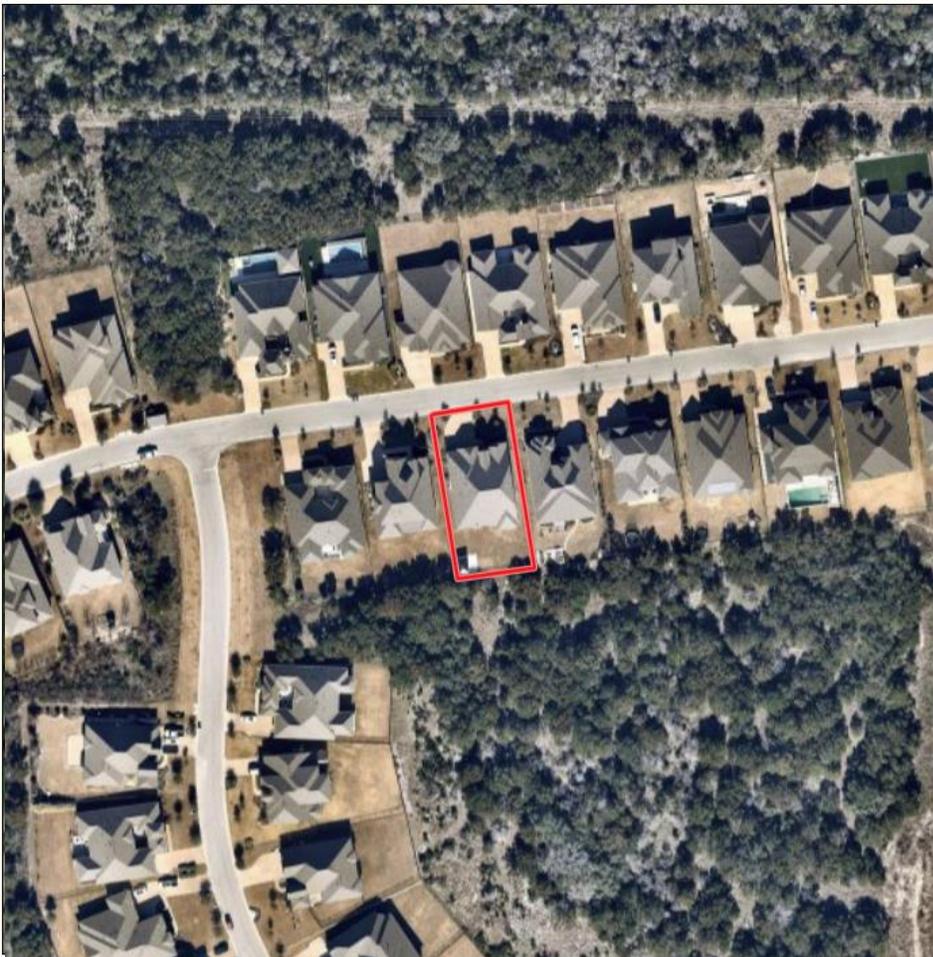
Planning Department Staff Report

Item 3.

Planning and Zoning Commission Meeting: January 23, 2023
Project No: VAR2022-0011
Project Planner: Tory Carpenter, AICP, Planning Director

Item Details

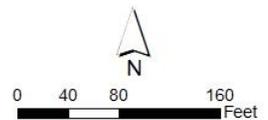
Project Name: N/A
Property Location: 444 Katie Drive
Legal Description: Reunion Ranch Phase 2, Section 4, Block 3, Lot 57
Applicant: Renee Godinez
Property Owner: Ashvin Baru
Request: Applicant is requesting a variance to allow a gazebo within the rear and side property setbacks.



Location Map

VAR2022-0011
444 Katie Drive
Gazebo

— Roads



Overview

This variance request is associated with a gazebo which was constructed without permits in the Reunion Ranch development. This property is subject to the Reunion Ranch development agreement which established a rear setback of 30’ and a side setback of 5’.

The property owner provided the following description of the hardship and reason for this request:

- The concrete pad and gazebo are already constructed and placed in the back yard.*

Code Requirement	Applicant Request	Difference
Structures must be at least 30’ from the rear property line and 5’ from the side property line.	Approximately 2’ from the rear and side property lines	<p>28’ from the rear property line</p> <p>3’ from the side property line</p>





Surrounding Properties

Direction	Zoning District	Existing Use	Comprehensive Plan
North	ETJ	Single Family	The area is not shown on the city’s comprehensive future land use plan.
East	ETJ	Single Family	
South	ETJ	Single Family	
West	ETJ	Single Family	

Approval Criteria for Variance (2.22.2-Zoning Ordinance)

Approval Criteria	Staff Comments
1. there are special circumstances or conditions affecting the land involved such that the literal enforcement of the provisions of this Chapter would deprive the applicant of the reasonable use of the land; and	There are no special circumstances or conditions affecting the property.
2. the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant; and by preserving the natural features and topography of the land; and	Staff does not consider a gazebo within the setback to be necessary for the enjoyment of the property.
3. the granting of the variance will not be detrimental	Granting of the variance would not be detrimental to

to the public health, safety or welfare, or injurious to other property within the area; and	public health, safety, welfare, or injurious to other property within the area.
4. the granting of the variance constitutes a minimal departure from this Chapter; and	This variance does not constitute the minimum departure from the impervious cover requirements. The applicant can construct a gazebo within the established setback.
5. the subject circumstances or conditions giving rise to the alleged hardship are not self-imposed, are not based solely on economic gain or loss, and do not generally affect most properties in the vicinity of the property; and	There is no apparent hardship on this property. Similarly situated properties meet setback requirements.
6. Granting the variance is in harmony with the spirit, general purpose, and intent of this Chapter so that: <ul style="list-style-type: none"> a. the public health, safety and welfare may be secured; and b. that substantial justice may be done. 	This request is not consistent with the building setback line requirements.

Summary and Recommendation

Staff recommends denial of the variance request.

Public Notification

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the-site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the Variance request.

Meetings Schedule

January 24, 2023 Planning & Zoning Commission

February 7, 2023 Board of Adjustments

Attachments

Attachment 1 – Variance Application

Attachment 2 – Application Materials

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



DRIPPING SPRINGS
Texas

City of Dripping Springs

Item 3.

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Dripping Springs, TX 78620

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**ALTERNATIVE STANDARD/SPECIAL EXCEPTION/VARIANCE/WAIVER
APPLICATION**

Case Number (staff use only): _____

CONTACT INFORMATION

PROPERTY OWNER NAME ASHVIN BARY

STREET ADDRESS 444 KATIE DRIVE

CITY AUSTIN STATE TX ZIP CODE 78737

PHONE 309 242 3057 EMAIL ABARY3@GMAIL.COM

APPLICANT NAME ASHVIN BARY

COMPANY _____

STREET ADDRESS 444 KATIE DR.

CITY AUSTIN STATE TX ZIP CODE 78737

PHONE 309 242 3057 EMAIL ABARY3@GMAIL.COM

APPLICATION TYPE

ALTERNATIVE STANDARD VARIANCE

SPECIAL EXCEPTION WAIVER

PROPERTY INFORMATION

Item 3.

PROJECT NAME	GAZEBO
PROPERTY ADDRESS	444 KATIE DRIVE, AUSTIN TX 78737
CURRENT LEGAL DESCRIPTION	residential home
TAX ID#	
LOCATED IN	<input type="checkbox"/> CITY LIMITS <input checked="" type="checkbox"/> EXTRATERRITORIAL JURISDICTION <input type="checkbox"/> HISTORIC DISTRICT OVERLAY

- Description of request & reference to section of the Code of Ordinances applicable to request:
concrete pad and Gazebo placed in backyard.

- Description of the hardship or reasons the Alternative Standard/Special Exception/Variance / Waiver is being requested:
concrete pad and gazebo already constructed and placed in back yard.

- Description of how the project exceeds Code requirements in order to mitigate or offset the effects of the proposed alternative standard/special exception/variance/waiver:
has already been built closer to fence line

APPLICANT'S SIGNATURE

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that ASHVIN BARY 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. _____.)

ASHVIN BARY

Name

MR.

Title

STATE OF TEXAS §

§

COUNTY OF HAYS §

§

This instrument was acknowledged before me on the 6th day of December, 2022 by Michele D. Minardo.

Michele D. Minardo
Notary Public, State of Texas

My Commission Expires: 04-29-2023

Allin Barr
Name of Applicant



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:

Adrian Barr

Applicant Signature

12/6/2022

Date

CHECKLIST

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

Project Number: _____
Only filled out by staff



DRIPPING SPRINGS
Texas

BILLING CONTACT FORM

Project Name: GAZEBO
Project Address: 444 KATIE DRIVE
Project Applicant Name: ASHVIN BARU

Billing Contact Information

Name: ASHVIN BARU
Mailing Address: 444 KATIE Dr.
AUSTIN TX 78737
Email: ABARU3@GMAIL.COM Phone Number: 3092423057

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 type="checkbox"/> Zoning |
| <input type="checkbox"/> Site Development Permit | <input checked="" type="checkbox"/> Other <u>specification of setback encroachment</u> |

*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.*

Ashvin Bar
Signature of Applicant

12/6/2022
Date 36



DRIPPING SPRINGS
Texas

LIGHTING ORDINANCE COMPLIANCE AGREEMENT

Property Address: 444 KATIE Dr.

Commercial Residential

Applicant's Name (and Business Name, if Applicable):

ASHVIN BARY

Applicant's Address: 444 KATIE Dr, Austin Tx 78737

Applicant's Email: ABARY3@GMAIL.COM

VOLUNTARY COMPLIANCE with mitigation conditions:

MANDATORY COMPLIANCE:

IF APPLYING FOR:

- | | |
|--|---|
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Site Development Permit |
| <input checked="" type="checkbox"/> Zoning Amendment Application | <input type="checkbox"/> Sign Permit |
| <input type="checkbox"/> Subdivision Approval | <input type="checkbox"/> Alcoholic Beverage Permit |
| <input type="checkbox"/> Building Permit | <input type="checkbox"/> Food Establishment Permit |
| | <input type="checkbox"/> On-Site Sewage Facility Permit |

By applying for a **Conditional Use Permit, Zoning Amendment Application, Subdivision Approval, or Building Permit** for a major addition, all existing outdoor lighting shall be brought into conformance with the City of Dripping Spring's Lighting Ordinance (see Ch. 24, Sec 1, 24.06.005 in CODS Code of Ord.) before: final inspection, issuance of a certificate of occupancy, or final plot recordation.

Applicants receiving a permit for: **Site Development, Sign Permit** for externally or internally-illuminated outdoor sign, initial **Alcoholic Beverage Permit**, initial **Food Establishment Permit**, and **On-Site Sewage Facility Permit** shall have a maximum of 90 days from permit issuance to conform with the City of Dripping Spring's Lighting Ordinance (see Ch. 24, Sec 1, 24.06.005 in CODS Code of Ord.).

*-If existing lighting is nonconforming, plans for bringing the lighting into conformance are **required** to be attached to this agreement.*

*-If existing lighting is already in conformity with the lighting ordinance, photos of all on-site lighting are **required** to be attached to this agreement for verification.*

By signing below, I acknowledge that I have read and agreed to these terms and conditions and accept responsibility for conforming to the above stated ordinance specifications:

ashvin bary
Signature

12/6/2022
Date



Planning & Zoning Commission Planning Department Staff Report

Item 4.

Planning & Zoning Commission meeting: January 24, 2023

Project No: ZA2022-0007

Project Planner: Tory Carpenter, AICP, Senior Planner

Item Details

Project Name: N/A

Property Location: 4300 E US 290

Legal Description: 5.00 acres out of the H.B. Hargraves Survey

Applicant: Daniel Besa

Property Owner: Daniel Besa

Request: Zoning amendment from Agriculture “AG” to Commercial Services “CS”



Background

While the property is currently in the ETJ, the default zoning district if it is annexed is Agriculture “AG”

Per Ch. 30 Exhibit A, §3.5-3.6

- **AG – Agriculture:** *The AG, agriculture district is designed to permit the use of land for the 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 Commercial Services “CS”

- **CS – Commercial Services:** *The commercial services (CS) district is intended to provide a location for commercial and service-related establishments, such as wholesale product sales, welding, and contractors shops, plumbing shops, automotive repair or painting services, upholstery shops, and other similar commercial uses. Uses in this district may utilize open storage areas that are screened from public view. The uses envisioned for the district will typically utilize small sites and have operational characteristics that are generally not compatible with residential uses and most other types of nonresidential uses within the city.*

This request is being heard concurrently with an annexation request for the same property. The applicant is that he is requesting annexation and zoning to sell the property. The property is currently being used as the owner’s homestead.

At their meeting on November 15, 2022, the City Council gave direction to staff to proceed with the annexation request for the property. This zoning amendment and the annexation are scheduled to be voted on by the City Council on February 7, 2023.

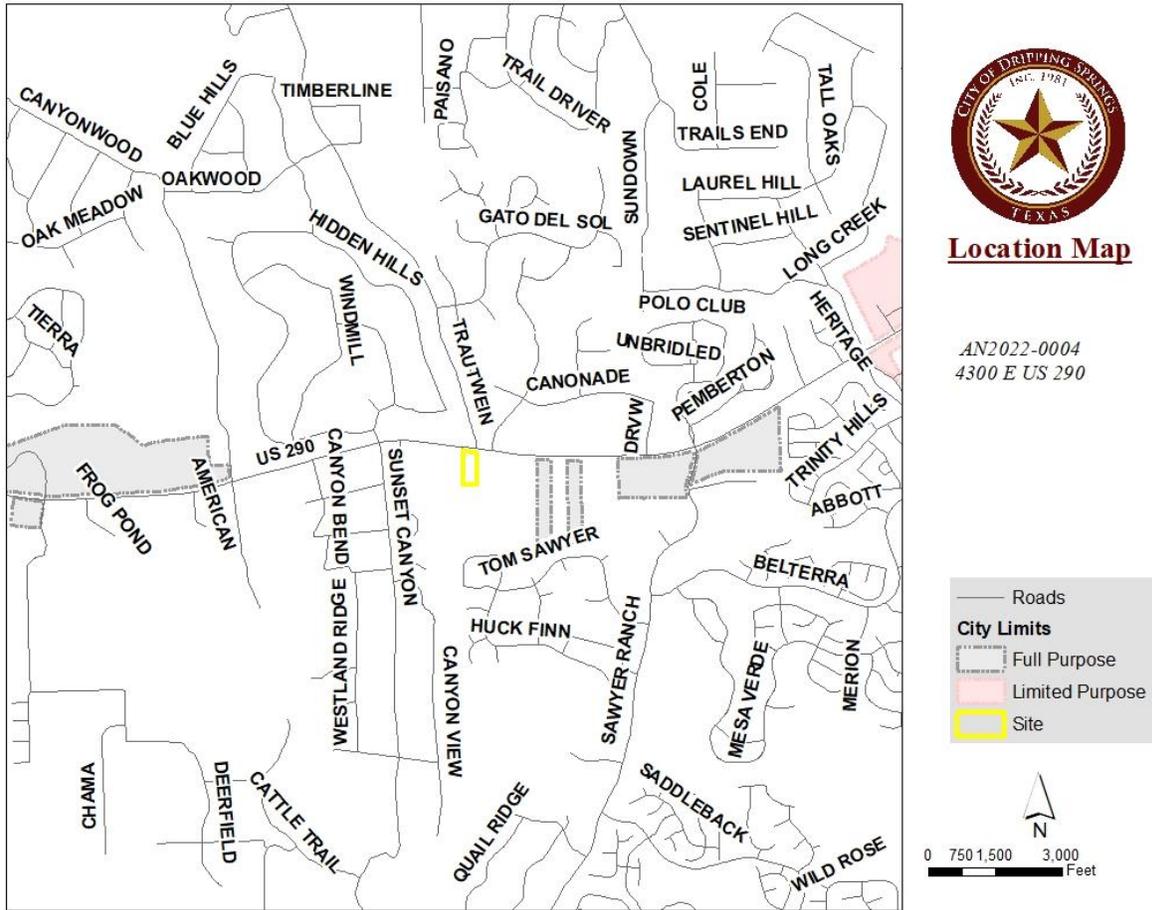
Analysis

Based on the adjacent zoning category and land uses, staff finds that the proposed zoning is compatible within the area.

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

	ETJ	CS	Differences between ETJ & SF-2
Max Height	Not regulated	2 stories / 40 feet	Restricted 2 stories / 40 feet
Min. Lot Size	.75 acres*	8,000 square feet	0.57 acres less
Min. Lot Width	30 feet	80 feet	50 feet more
Min. Lot Depth	unregulated	100 feet	100 feet
Min. Front/Side/Rear Yard Setbacks	10 feet / 5 feet / 5 feet	25 feet / 15 feet / 25 feet	15 feet / 10feet / 20 feet more
Impervious Cover	35%	70%	35% more

Surrounding Properties



The current zoning and existing uses of the adjacent properties to the north, south, east, and west are outlined in the table below:

Direction	Zoning District	Existing Use	Future Land Use
North	ETJ	Heritage / Single family residences	Not identified on the Future Land Use Map
East	ETJ	Various Office	
South	ETJ	Various Office	
West	ETJ	Various Office / Dripping Springs High School	

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;	This zoning change is consistent with existing development in the area.
2. their relationship to the general area and the City as a whole;	This zoning change would allow for various office / retail uses and is consistent with nearby properties on US 290.
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 property is not within any existing or proposed City Plans.
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;	This request would not make other land unavailable for development.
5. the recent rate at which land is being developed in the same zoning classification, particularly in the vicinity of the proposed change;	Land with the same zoning classification has been developing rapidly.
6. how other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved;	No areas designated for commercial development will be affected by this proposed amendment.
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 zoning amendment would not be significantly different from decisions made involving other similar parcels.
8. any other factors which will substantially affect the public health, safety, morals, or general welfare.	The rezoning does not negatively affect the public health, safety, morals, or general welfare.

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 Planned Development District (PDD) or a Conditional Use Permit (CUP); 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.

Attachments

Exhibit 1 – Zoning Amendment Application

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 Received at this time.
Enforcement Issues:	N/A



DRIPPING SPRINGS
Texas

City of Dripping Springs

Item 4.

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 DANIEL BESA / PAT BESA
STREET ADDRESS 4300 E US 290
CITY DRIPPING SPRINGS STATE TX ZIP CODE 78620
PHONE 512-825-3950 EMAIL Danielbesaprrw@yahoo.com

APPLICANT NAME DANIEL BESA
COMPANY _____
STREET ADDRESS 141 BELLA CASA LN
CITY DRIPPING SPRINGS STATE TX ZIP CODE 78620
PHONE 512-825-3950 EMAIL DANIELBESAPRRW@YAHOO.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	DANIEL BESA / PAT BESA
PROPERTY ADDRESS	4300 E US 290 DRIPPING SPRINGS, TX
CURRENT LEGAL DESCRIPTION	ABS 575 1 + 6 N RR CO SURVEY 5 AC
TAX ID#	R19497
LOCATED IN	<input type="checkbox"/> CITY LIMITS <input checked="" type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	
REQUESTED ZONING/AMENDMENT TO PDD	CS COMMERCIAL SERVICES TRAUTWINE #290.
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	PROPERTY IS ON CORNER OF TRAUTWINE #290 . HEAVY COMMERCIAL ALL AROUND AREA. PROPERTY IS BEING TAX AS COMMERCIAL NOW.
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	

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 CODS 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 DANIEL BESA 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. _____.)

DANIEL BESA 
Name

OWNER
Title

STATE OF TEXAS §

§

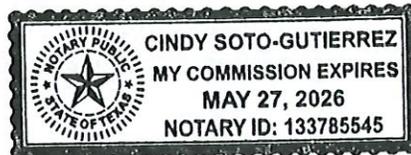
COUNTY OF HAYS §

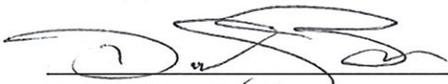
This instrument was acknowledged before me on the 6th day of September,

2022 by Cindy Soto-Gutierrez


Notary Public, State of Texas

My Commission Expires: 5.27.26




Name of Applicant

ZONING AMENDMENT SUBMITTAL

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

Applicant Signature

Date

CHECKLIST

STAFF	APPLICANT	
<input type="checkbox"/>	<input type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Application Fee-Zoning Amendment or PDD Amendment (<i>refer to Fee Schedule</i>)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>PDF/Digital Copies of all submitted Documents</u> When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input checked="" 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 checked="" 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

4300 U.S. Highway 290 – Zoning Comment

From: Robb Kendrick

Sent: Saturday, January 14, 2023 3:55 PM

To: Laura Mueller <lmuel@cityofdrippingsprings.com>

Subject: Re: Case# ZA2022-0007

Thanks for the response.

I guess if DS grants a commercial zoning to a property that is restricted under its current situation due to deed restrictions that would seem VERY ODD to the average person.

No surprise though since there is no sense to many legal matters as one entity pushes the issue onto others to resolve. The average person sees it clearly.

Appreciate your time and for supporting the idea that such things are many times MURKY.

Robb Kendrick

From: Robb Kendrick

Sent: Friday, January 6, 2023 4:45 PM

To: Laura Mueller <lmuel@cityofdrippingsprings.com>

Cc: Planning <planning@cityofdrippingsprings.com>

Subject: Case# ZA2022-0007

Hi Laura,

Warlan Rivera directed me to speak to you about the above case that I received notice on.

It is my understanding that this property is restricted from Commercial use via deed restrictions that the owner was aware of when it was purchased.

The only access this owner has is via Longhorn Lane which is a deeded easement for NON-commercial use.

Since this property is restricted and has no other access point how would it be allowed to be zoned Commercial?

Thanks for your assistance.

Robb Kendrick



Planning & Zoning Commission Planning Department Staff Report

Item 5.

Planning & Zoning Commission meeting: January 24, 2023

Project No: DA2022-0002

Project Planner: Tory Carpenter, AICP, Planning Director

Item Details

Project Name: Driftwood Development Agreement Expansion

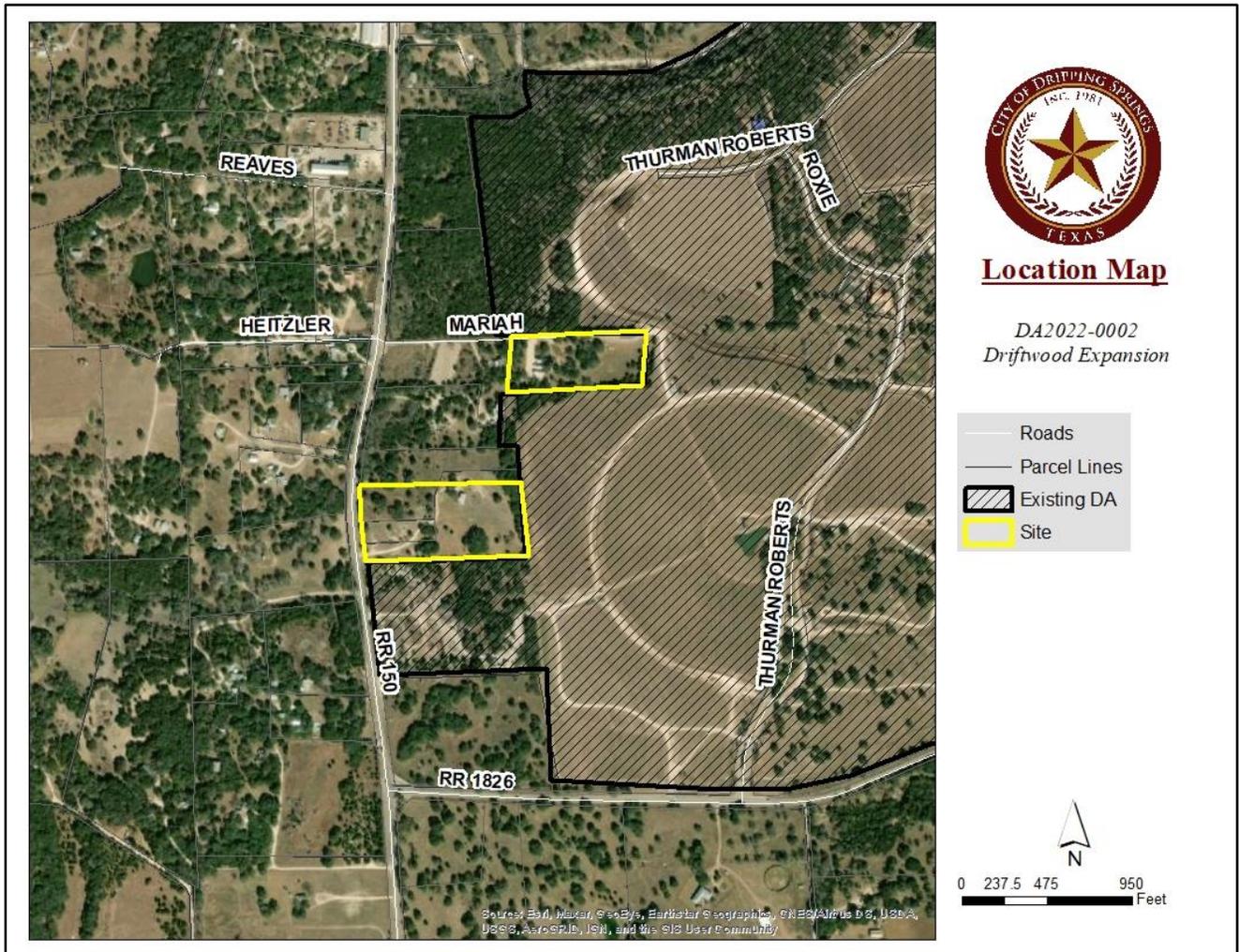
Property Location: FM 150 South of Mariah Dr

Legal Description: 13.84 acres out of the Forelove Woody Survey.

Applicant: Stephen R Delgado, Atwell, LLC

Property Owner: Discovery Golf Club

Request: Expansion of the boundary of the Driftwood Development Agreement



Background

The restated Driftwood Development Agreement was approved in 2014 and the projects has been building out in recent years.

This application is a request to expand the boundaries of the development agreement without amending the standards of the agreement itself. The applicant has stated that the two lots will include the expansion of existing residential lots within the Development Agreement. The applicant also stated that a portion of the site will be used for an expansion of the Driftwood offices and may be developed with other commercial uses allowed by the development agreement in the future. Since this development agreement is not increasing the number of residential lots, additional parkland is not required.

The applicant must also request consent from City Council to allow them to annex within the Driftwood Conservation District MUD.

Analysis

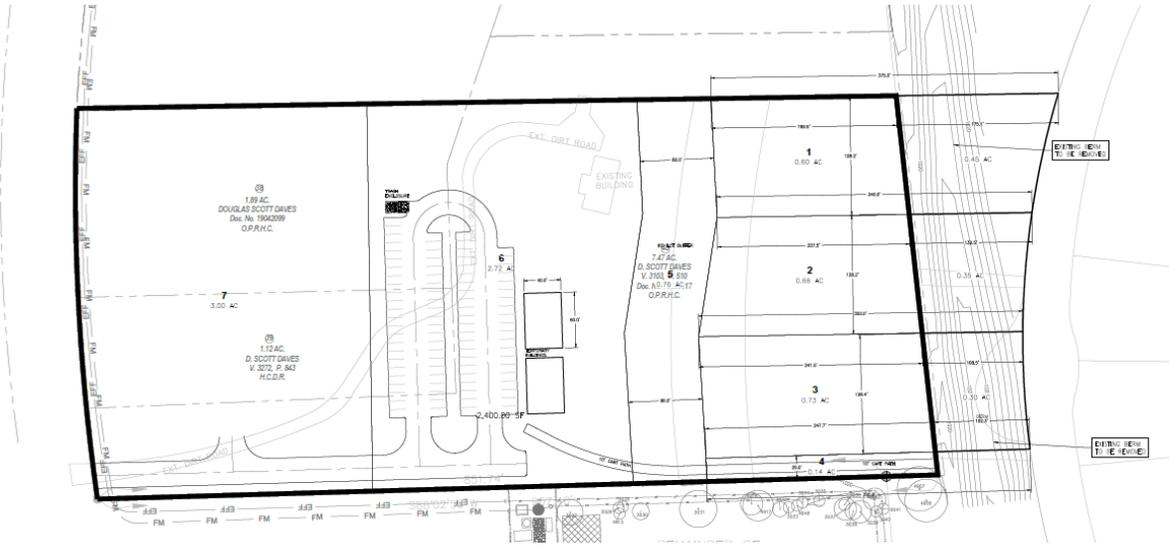
Since the two properties in this request are currently in the ETJ, there are currently no land use controls. The benefit to the City of this request includes our ability to regulate zoning, lighting, landscaping, etc. Uses allowed within the development agreement are consistent with those allowed in the “General Retail” zoning category.

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

	ETJ	Driftwood DA	Differences between ETJ & Driftwood DA
Max Height	Not regulated	Not regulated*	Restricted 1.5 stories / 40 feet
Min. Lot Size	1.5 acres	1/2 acre	0.25 acres less
Min. Lot Width	30 feet	30 feet	None
Min. Lot Depth	unregulated	150 feet	50 feet
Min. Front/Side/Rear Yard Setbacks	10 feet / 5 feet / 5 feet	10 feet / 5 feet / 5 feet	None
Impervious Cover	35%	17% for entire DA	18%

*There is a 25’ maximum height for “hospitality/winery/bakery.”

Site Exhibit



The current zoning and existing uses of the adjacent properties to the north, south, east, and west are outlined in the table below:

Direction	Zoning District	Existing Use	Future Land Use
North	ETJ	Unknown	Not Shown on the Future Land Use Map
East	Driftwood DA	Driftwood Development	
South	Driftwood DA	Driftwood Development	
West	ETJ	Homestead	

Factors to be Considered

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

Factors	Staff Comments
1. Public benefits	The developed area must follow City zoning, lighting, landscaping, and water quality standards as outlined in the existing Development Agreement.
2. Adequate environmental protection	Development of the property must meet City water quality and drainage requirements.
3. Burden on city’s infrastructure	The applicant is not requiring any additional wastewater LUEs.
4. Consistency with the comprehensive plan	While this area is not shown on the future land use map of the comprehensive plan, this request is not inconsistent with the goals and objectives of the plan.
5. Conformance of the agreement with the intent and purposes of city regulations; and	The developed area must follow City zoning, lighting, landscaping, and water quality standards as outlined in the existing Development Agreement.
6. Fiscal impact of the agreement and resulting development on the city.	None noted.

Staff Recommendation

Staff recommends **approval** of the development expansion as presented.

Planning and Zoning action:

22.02.011 Following a public hearing, the P&Z shall consider the agreement and make a recommendation to the city council prior to final action by the city council. The city council may take final action on the agreement only after receiving a recommendation from the P&Z. For purposes of this article, the minutes of a P&Z meeting may constitute a report.

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.

Attachments

Exhibit 1 – Application

Exhibit 2 – Development Agreement

Exhibit 3 – Site Plan

Recommended Action:	Recommend approval of the request
Alternatives/Options:	Recommend denial or conditional approval of the request.
Budget/Financial Impact:	All fees have been paid.
Public Comments:	None Received at this time.
Enforcement Issues:	N/A



DRIPPING SPRINGS
Texas

City of Dripping Springs

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

512.858.4725 • cityofdrippingsprings.com

Item 5.

DEVELOPMENT AGREEMENT AMENDMENT APPLICATION

Case Number (staff use only): _____ - _____

TYPE OF APPLICATION (check all that apply)

Development Agreement Amended Development Agreement

APPLICANT NAME Stephen R Delgado, P.E.

COMPANY Atwell, LLC

STREET ADDRESS 805 Las Cimas Parkway, Suite 310

CITY Austin STATE TX ZIP CODE 78746

PHONE 512-905-0505 EMAIL sdelgado@atwell-group.com

OWNER NAME Discovery Golf Club Development, Inc.

STREET ADDRESS PO Box 171

CITY Driftwood STATE TX ZIP CODE 78619

PHONE (512) 466-5453 EMAIL tlawton@driftwoodgolfclub.com

CONTACT INFORMATION

PROPERTY ADDRESS	FM 150, Driftwood, TX 78619		
CURRENT LEGAL DESCRIPTION	ABS 20 FREELove WOODY SURVEY 5.20 AC MH W/ADDN GEO#90403823, A0020 FREELove WOODY SURVEY, ACRES 5.63, A0020 FREELove WOODY SURVEY, ACRES 1.89, A0020 FREELove WOODY SURVEY, ACRES 1.12		
TAX ID#	R12555, R12530, R124136, R124134		
CURRENT LAND ACREAGE	5.20 ac, 5.63 ac, 1.89 ac, 1.12 ac (Total: 13.84 ac)		
SCHOOL DISTRICT	Dripping Springs ISD		
ESD DISTRICT(S)	ESD #6		
EXISTING ROAD FRONTAGE	<input type="checkbox"/>	PRIVATE	NAME:
	<input type="checkbox"/>	STATE	NAME:
	<input checked="" type="checkbox"/>	CITY/COUNTY (PUBLIC)	NAME: FM 150
DEVELOPMENT AGREEMENT?	<input checked="" type="checkbox"/>	YES	NAME (PLEASE ATTACH WITH APPLICATION): Driftwood Amended and Restated Development Agreement
	<input type="checkbox"/>	NO	

PROPERTY INFORMATION

APPLICANT'S SIGNATURE

*Note: An additional signature is required on page 3 of the application verifying completeness. Applications should be submitted **only** when all required information is included in the submittal.*

The above information is true to the best of my knowledge. I attest that the real property described is owned by me and all others as signed below. If the below signed applicant is not the owner of said property, the signature of the property owner must be included below, or consent must be attached (If a corporation, please list title, and name of corporation.)

Stephen Delgado

Applicant Name

Applicant Signature

9/28/2022

Date

J. DAVID RILEY

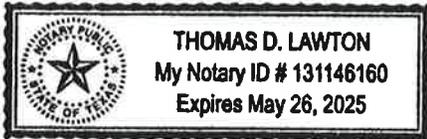
Property Owner Name

Property Owner Signature

8.9.2022

Date

Notary Stamp Here



Notary Signature

8.9.22

Date

DEVELOPMENT AGREEMENT APPLICATION SUBMITTAL

All required items and information (including all applicable below 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 all requirements for a complete submittal:



9/28/2022

Applicant Signature

Date

CHECKLIST

*Title II Building and Development Regulations, Chapter 22 General Regulations, Article 22.02
Development Agreements*

STAFF	APPLICANT	
<input type="checkbox"/>	X	Completed Application Form - including all required notarized signatures
<input type="checkbox"/>	X	Digital Copies/PDF of all submitted items - please provide a coversheet outlining what digital contents are included on the CD/USB drive.
<input type="checkbox"/>	X	Billing Contact Form
<input type="checkbox"/>	X	Tax Certificates- verifying that property taxes are current
<input type="checkbox"/>	X	Original Development Agreement & Subsequent Amendments (<i>If applicable</i>)
<input type="checkbox"/>		Outdoor Lighting Ordinance Compliance Agreement
<input type="checkbox"/>	X	Location map of subject property
<input type="checkbox"/>		Conceptual Land Use Plan (<i>If applicable</i>)
<input type="checkbox"/>		GIS digital data (To Hays County Regulations)
<input type="checkbox"/>		Copy of Subdivision Plat or Metes & Bounds
<input type="checkbox"/>	X	Application Fee (<i>refer to Fee Schedule</i>) \$
<input type="checkbox"/>	X	\$25 Public Notice Sign Fee

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

Item 5.



70 2015 15005991

Instrument Number: 2015-15005991

As

Recorded On: March 04, 2015

OPR RECORDINGS

Parties: DRIPPING SPRINGS CITY OF

Billable Pages: 47

To ROBERTS M SCOTT

Number of Pages: 48

Comment:

(Parties listed above are for Clerks reference only)

**** THIS IS NOT A BILL ****

OPR RECORDINGS 210.00
Total Recording: 210.00

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

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

File Information:

Document Number: 2015-15005991
Receipt Number: 390657
Recorded Date/Time: March 04, 2015 09:46:02A
Book-Vol/Pg: BK-OPR VL-5150 PG-594
User / Station: K Boggus - Cashering #2

Record and Return To:

CITY OF DRIPPING SPRINGS
ORIGINAL TO CUSTOMER
SAN MARCOS TX 78666



State of Texas |
County of Hays

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

Liz Q. Gonzalez

Liz Q. Gonzalez, County Clerk

STATE OF TEXAS §
§
COUNTY OF HAYS §

Driftwood

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

This Driftwood Amended and Restated Development Agreement (“Agreement”) is between the City of Dripping Springs, (the “City”), and M. Scott Roberts, Individually, and Driftwood Equities, Ltd. (“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 and the City entered into that certain Development Agreement effective as of October 16, 2007 (the “Original Agreement”), which was recorded in the Official Public Records of Hays County, Texas; and

WHEREAS, Owner and the City desire to amend certain portions of the Original Agreement as set forth herein below and in connection therewith restate the Original Agreement in 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 that this Agreement shall and does hereby amend and restate the Original Agreement in its entirety as follows:

RECITALS:

WHEREAS, Owners own approximately 539.12 acres of land (the “Property”) located wholly within the extraterritorial jurisdiction (ETJ) of the City and in Hays County, Texas (the “County”), which is more fully described in *Exhibit A* attached hereto; and

WHEREAS, Owners intend to develop the Property as a master-planned, mixed-use community that will provide for residential, commercial, civic, recreational and agricultural uses, together with open space and environmental preservation areas; and

WHEREAS, the development will include facilities and uses that will attract and serve tourists and

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Driftwood
**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

Between the
City of Dripping Springs
&
**M. Scott Roberts, Individually,
and Driftwood Equities, Ltd.**

December 9, 2014

visitors to the area; and

WHEREAS, the City has adopted an Interim 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 Interim Comprehensive Plan and that any variances granted herein are consistent with the intent of the Interim Comprehensive Plan; and

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

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

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

WHEREAS, this Agreement grants the City the public benefits related to the application of certain municipal regulations in the ETJ, including building codes, zoning categorizations, lighting and landscaping regulations and exterior design standards for non-residential structures, as specified within this Agreement; 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 Property; provide a level of certainty of regulatory requirements throughout the term of this Agreement; and provide assurances of a high-quality development that will benefit the present and future residents of the City, the City's ETJ and the County; and

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

WHEREAS, this Agreement runs with the land, and thus shall be 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 has conducted numerous public hearings and received broad public input regarding the proposal contained within this Agreement.

NOW THEREFORE, FOR GOOD & 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. Headings and captions are for reference purposes only.

1.2. Specific

Agreement: This contract between the City of Dripping Springs, Texas and Owners, including all Exhibits, which are incorporated herein for all intents and purposes.

Applicable Fees: The fees and charges to be paid by Owners to the City with respect to the development of the Property.

Applicable Rules: The City Rules that, as modified by the Project Approvals and variances granted concurrent with this Agreement, if any, exist on the Effective Date of this Agreement and will be applicable to the development of the Property for the term of this Agreement. This term does not include regulations mandated by state law, or that are necessary to prevent imminent harm to human safety or property, which may be modified and made applicable to the Project even after the Effective Date.

Association: A community group that is organized with respect to the Property in which individual owners of lots share common interests and responsibilities for costs and upkeep of common space or facilities. A group may take the form of a Property Owners Association or Home Owners Association. The Project may allow for more than one Association.

Building Code: Collectively, the most recent versions of the City’s Building Code.

Casitas: A one or two bedroom unit for daily/temporary rental or timeshare vacation use.

City: The City of Dripping Springs, an incorporated Type A, general-law municipality located in Hays County, Texas.

City Administrator: The chief administrative officer of the City of Dripping Springs, Texas. The term also includes the Deputy City Administrator, and the City Administrator’s designee.

City Council: The governing body of the City of Dripping Springs, Texas.

City Engineer: The person or firm designated by the City Council as the engineer for the City of Dripping Springs, Texas.

City Rules: The entirety of the City's ordinances, regulations and official policies, except as modified by this Agreement.

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.

County: Hays County, Texas.

Effective Date: The date upon which this Agreement is executed by all Parties after approval by the City Council.

Impervious Cover Percentage: The percentage calculated by dividing the total acres of impervious cover on the Property by the total number of acres included in the Property. Whether or not outdoor decks are included in the calculation of impervious cover shall be determined by the City Engineer during the Site Plan review process based on the deck design and materials. Whether decomposed granite trails, parking areas or other low traffic use areas covered with decomposed granite shall be considered impervious cover shall be determined by the City Engineer during the Site Plan review process.

LCRA: The Lower Colorado River Authority, or its successor agencies.

LEED Program: The Leadership in Energy and Environmental Design (LEED) program. Single family home builders shall meet the requirements of the LEED program and commercial builders shall meet the requirements of the LEED silver program, as administered through the City of Dripping Springs or its agents.

Master Plan: The master plan of the City, originally presented in 1984, as may be amended, modified or supplemented by the City, in conjunction with the Interim Comprehensive Plan.

Open Space: A tract of real property not occupied by any structures or impervious surfaces except as otherwise provided for in this Agreement and legally restricted from future development. Open space uses may include active or passive recreation as well as agricultural use. Property within the confines of individual residential lots shall not qualify as open space under this agreement. Portions of the Project proposed as open space are generally displayed in *Exhibit B* and in more detailed in *Exhibit B-1*.

Owners: M. Scott Roberts, individually, and Driftwood Equities, Ltd., and any successors and assigns.

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.

Project: The Property, as it will be developed under this Agreement pursuant to the Conceptual Plan, attached as *Exhibit B*, subject to Owners' ability to change the Conceptual Plan as set out elsewhere in this Agreement, including, without limitation, Section 3.6 below.

Project Approvals: The approvals, waivers, variances and exceptions to the Applicable Rules approved by the City with respect to the development of the Property.

Property: Approximately 539.12 acres of land, in Hays County, Texas, more fully described on the attached *Exhibit A*.

Recreation: Leisure time activities. Active Recreation involves active or energetic activities that are often performed with others, involves the use of equipment, and takes place at prescribed places, sites or fields (e.g., playground activities, swimming, tennis, and track). Passive Recreation involves activities that are relatively inactive or less energetic (e.g., board games, picnicking, and walking).

TCEQ: Texas Commission on Environmental Quality, or its successor agencies.

TxDOT: Texas Department of Transportation, or its successor agencies.

Texas Parks & Wildlife Department: An agency of the State of Texas, or its successor agency.

US Army Corps of Engineers: An agency of the United States, or its successor agency.

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. This Agreement will benefit the City by facilitating the development of a master-planned community within an appropriate area of the City’s ETJ which will allow for thoughtful and high-quality planning, the development of necessary roadways and utility facilities, and the development of a balanced community that includes residential, commercial, agricultural, entertainment, 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, 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 employment and an expanded job market for the residents of the City and its ETJ; furthering the development of an expanded commercial tax base at such time as annexation should occur; 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 Property under this Agreement is intended to provide high quality housing for the City’s present and future citizens and, as contemplated by the City’s Interim 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 for the single-family portion of the Project and for some potable uses in the commercial areas is to be provided under a contract with the LCRA/WTCPUA.

(a) Groundwater will be used for agricultural irrigation and makeup water for water quality wet ponds. Water for potable commercial uses may be from either the LCRA/WTCPUA or from groundwater. Appropriate authorizations for such groundwater use will be obtained from the Hays Trinity Groundwater Conservation District.

2.4.2. Wastewater service for single-family residential development will be provided by on-site sewage facilities meeting the standards set by the City, Hays County and the TCEQ. Select commercial uses will require use of a centralized wastewater collection and treatment system (spa and lodge for example). Specialty retail uses in the Town Center may not warrant a centralized system. The most appropriate wastewater systems(s) for commercial areas will be determined as specific uses are finalized. Such wastewater systems will comply with all applicable regulations. Owners agree to construct and operate a Class 1 system.

2.4.3. Owners will stub out a water line to the edge of Owners' Western common boundary with each of the four (4) immediately adjoining properties on Christina Lane so that the adjoining property owners may connect. Any such connections will be at the sole expense of the adjoining property owners.

2.5. Vineyard Water Sources: In light of the inherent limitations of the capacity of the Trinity Aquifer in this area, Owners commit to using best efforts to reduce reliance on the aquifer for agricultural purposes. Priorities for vineyard irrigation are:

(a) **Beneficial reuse of wastewater:** Owners will use their best efforts to amend the existing TCEQ discharge permit to allow the effluent to be used for vineyard irrigation. Any future permits requested will also incorporate such request.

(b) **Surface water:** Owners shall apply to LCRA and TCEQ for a permit to divert surface water from Onion Creek to irrigate the vineyards.

(c) **Storm Water:** Owners shall use best efforts to use stormwater captured in rainwater harvesting systems or water quality ponds for vineyard irrigation. The need to empty the ponds and rainwater systems in a short time period in anticipation of the next rainfall event may render this approach unfeasible.

(d) **Groundwater:** Groundwater shall be the lowest priority for vineyard irrigation but will be needed much of the time.

- The City will support Owners efforts to obtain a permit from the appropriate

agencies for a Class 5 injection well.

The above priorities are voluntary and should not be construed to contradict the fact that groundwater for agricultural purposes is an exempt use according to HTGCD rules.

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

- (a) The Project itself will attract residents and visitors to the area to experience a unique mixed use development that incorporates vineyards, up-scale residential, large creek-side natural areas, specialty retail, restaurants, an extensive trail system, a winery and a spa and lodge complex.
- (b) The low density of the Project and use of appropriate architectural styles will help retain the Hill Country character of the Driftwood area.
- (c) The vineyards and winery will enhance the reputation of the Driftwood area as a destination for the increasing number of tourists who appreciate wine.
- (d) The lodge, spa, casitas and fine dining complex in a natural setting will provide a destination experience for corporate retreats, weddings and other events, as well as for casual visitors drawn to the area.
- (e) The specialty retail shops in the Town Center will draw visitors and enhance the economic vitality of the area.
- (f) The extensive trail system, wholly and partially available to residents/patrons and public visitors, respectively, will provide an opportunity for both active and passive recreational pursuits.
- (g) The access to and protection of Onion Creek will draw people to the area and provide a greater appreciation for this asset of the region.
- (h) Protection of large areas of open space along Onion Creek preserves wildlife habitat for birding and other nature-oriented activities.

2.7. Open Space: The Project will include approximately 215.37 acres of open space, including greenbelts, irrigation, agricultural uses and conservation easements. The title to the agricultural areas may be retained by the Owners. The balance of the open space will be conveyed to an Association or the Driftwood Economic Development Municipal Management District.

2.7.1. Operation & Maintenance: The operation and maintenance of the agricultural areas will be the responsibility of the Owners. Operation of the remainder of the open space areas will be the responsibility of the Association or the Driftwood Economic Development Municipal Management District.

2.7.2. Public Access: The primary use and enjoyment of the open space will be limited to the future residents of the Project and those using the commercial facilities of the

Project. Designated public access to portions of the open space will be limited to areas immediately adjacent to the Town Center, as displayed in *Exhibit B-1*. This limitation of public access is not intended to contravene state law regarding public access to waters of the state.

2.7.3. **Amenities:** In keeping with the intent of preserving the natural environment to the maximum extent feasible the amenities provided in the open space will largely be limited to hike and bike trails and other passive uses. Up to a maximum of five acres of open space may be cleared and maintained for picnicking and other recreational activities, including covered pavilions or similar structures with total roof areas not to exceed twenty thousand square feet.

2.7.4 **Parkland Dedication:** The large amount of open space set aside by the Project and the provision for public access to portions of the open space satisfy the City's Parkland Dedication Ordinance. .

2.8. **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 Property under this Agreement, Owners agree to pay to City certain development fees (as herein defined) as follows:

2.8.1. **Administrative & Professional Fee:** Owners agree to pay the Development Agreement fees in accordance with the City's Ordinance currently in effect. Any fees to Third Parties will be mutually agreed to by the parties.

2.8.2. **Platting Fees:** In order to cover the City's administrative and professional costs related to plat review and approval under this Agreement, Owners agree to pay the City platting fees in accordance with the City's ordinances presently in effect.

2.8.3. **Site Development Permit Fees:** Owners agree to pay Site Development Fees calculated based upon the City Engineer's site development estimate not to include anything fire hydrants and above.

2.8.4. **Miscellaneous Fees:** Any fees not specifically addressed under this Agreement shall be imposed in accordance to the City fee schedule applicable at the time of application for the specific authorization sought. Examples of miscellaneous fees not addressed under this Agreement include, but are not limited to, fees related to authorizations for signs, re-plat, plat amendments, or zoning changes. The Project will only be subject to fees not specifically addressed in this Agreement if the fees were being assessed uniformly in the City and its ETJ on the Effective Date of this Agreement. This section does not apply to fees mandated by changes in state or federal law. The Parties may negotiate a fee for any amendment of this Agreement.

2.8.5. **Construction Inspection Fees:** City may approve direct contract with the City's building inspection contractor with Owner. Upon such contract, the City shall not charge a construction inspection fee to Owner.

2.9. Environmental Protection: Owners shall comply with the following natural resource laws and regulations, to the extent applicable:

- 2.9.1. **Aquifer Protection:** The Project lies within the Barton Springs Segment of the contributing zone to the Edwards Aquifer. As a condition for receiving LCRA water the Project will comply with water quality measures designed to assure protection of that segment of the Edwards Aquifer consistent with the provisions of the Memorandum of Understanding between the LCRA and the U.S. Fish and Wildlife Service. Moreover, Owners will comply with all applicable TCEQ regulations, including but not limited to Edwards Aquifer Rules, 30 TAC 213, as may be amended, to the extent applicable to the Property. Owners shall also take reasonable measures to protect the Trinity Aquifer, to the extent applicable to the Property, including at a minimum adherence to the above-cited Edwards Aquifer Rules. Owners seek to further protect the aquifer by injecting harvested rainwater into the aquifer as permitted by the appropriate agencies.
- 2.9.2. **Land Application Restrictions:** In the event a centralized wastewater collection and treatment system is constructed, Owners agree that any TCEQ permit application will be based on irrigation of the effluent and will not propose a discharge of effluent to waters of the state. Irrigation may be above ground, subsurface, or a combination of the two, as allowed by TCEQ. The City shall be provided with a copy of any such TCEQ application concurrent with submittal to TCEQ. Beneficial wastewater reuse will be pursued with opportunities including, but not limited to, irrigation of the vineyards; and irrigation of landscaped areas.
- 2.9.3. **Waterway Protection:** If applicable, Owners shall obtain and comply with any authorizations from the US Army Corps of Engineers that may be required for road and utility crossings of creeks and construction of water quality protection infrastructure, including but not limited to Clean Water Act Section 404.
- 2.9.4. **Stormwater Controls:** Owners will prepare and implement a stormwater pollution prevention plan in compliance with the TCEQ's Texas Pollution Discharge Elimination System stormwater general permit and applicable regulatory requirements for construction activities.
- 2.9.5. **Water Quality Protection Ordinance:** Owners agree to implement and comply with the City's Water Quality Protection Ordinance in place on the Effective Date except as modified by this Agreement in *Exhibit C* and elsewhere.
- 2.9.6. **Voluntary Measures:** The Conceptual Plan attached as *Exhibit B* provides for numerous voluntary environmental protection measures for the benefit of the Project and provides for a substantial amount of Open Space.
 - (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 Barton Springs watershed; the promotion of organic fertilizers and herbicides; and the proper disposal of wastes.

- (b) **Design Guidelines for Single-family Detached Residential:** Each lot shall have a specifically designated area not to exceed 15,000 square feet within which housing construction, clearing, and landscaping will be considered, subject to the review and approval of the architectural control committee of the Homeowners Association. The balance of the lot is to remain in a natural state; though removal of cedar and/or enhancement of native vegetation may be permitted on a case-by-case basis, as well as disturbance as necessary for utility installation and/or maintenance, provided the area is restored to its natural state. Single-family residential guidelines will specify use of native and/or adapted species of plant materials and prohibit use of St. Augustine grass.
- (c) **Public Education:** Owners agree to collaborate with the City, the Hays Trinity Groundwater Conservation District, the LCRA, US Fish & Wildlife Service and local school districts to explore the opportunities for public education regarding preservation of the environment using the Project as an example.

2.9.7. **Wells:** Owners agree that the use of groundwater will be limited to irrigation of agricultural areas, wet pond makeup water, and some potable commercial uses. Permits for use of groundwater will be obtained from the Hays Trinity Groundwater Conservation District as appropriate. New groundwater wells shall be prohibited on single-family residential lots; existing wells occurring within a residential lot may remain for use as monitoring wells for the Hays Trinity Groundwater Conservation District. Owners will work with HTGCD to determine the necessity of installing well monitoring devices on existing wells. Certain wells will be capped and no longer used when LCRA surface water becomes available.

2.9.8 **Wet Pond Makeup Water:** Owners hereby establish the following preferences ranked in order for the potential sources for wet pond makeup water:

- (a) Rainwater.
- (b) Peak run-off from Onion Creek.
- (c) Well water.

2.9.9. **Rainwater Collection:** Residential units will be constructed with rainwater collection systems.

- 2.9.10. **Conservation Easements:** All conservation easements proposed under this Agreement or hereafter designated by the Owners shall be submitted to the City for review and approval prior to becoming effective or being recorded in the real property records. Areas designated in the Conceptual Plan as Open Space or Parkland shall be protected by Conservation Easements or other such enforceable instruments.
- 2.10. **Deed Restrictions:** Owners agree that all restrictive covenants for the Project shall reference the provisions of this Agreement and be made applicable to all builders and subsequent buyers. Copies of the restrictive covenants will be provided to the City for review and comment during the final platting process.
- 2.11. **Fences:**
- 2.11.1. All fencing will be limited by deed restrictions so to not obscure scenic views. Fencing materials and methods shall be consistent. Fencing of a type designed to keep deer and other wildlife out of the vineyard areas will be installed. To further retain the natural characteristics of the Property and minimize disturbances associated with the Project, individual residential and commercial lots shall not be fenced except as provided within the design guidelines of the Project.
- 2.11.2. Fencing along 1826 will be split rail fence or other fence no more than four feet high that is consistent with the Hill Country character we are after. Privacy fencing along 1826 should be prohibited. The internal boundaries of the tract will typically have eight to ten foot deer proof fences. A deer fence will also be located just behind the split rail fence on 1826 and FM 150.
- 2.12. **Gated Community:** The single-family residential portion of the Project will be a gated community.
- 2.13. **Private Streets:** The streets within this Project shall be private streets, unless otherwise agreed by Owners and Hays County.

ARTICLE 3. PROPERTY DEVELOPMENT

- 3.1. **Governing Regulations:** For purposes of any grandfathering analysis, the Parties agree that the relevant date is the Effective Date, for purposes of compliance with Texas Local Government Code Chapter 245, as may be amended. For purposes of this Agreement, the Effective Date is the date of execution by all Parties. 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 Property will be controlled by the terms of this Agreement, the project Approvals and the Applicable Rules. If there is any

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

3.2. Project Approvals & Entitlements:

3.2.1. **Project Approvals:** The Project Approvals set forth in *Exhibit C* (the ‘Project Approvals’) have been approved by all required City boards and commissions and the City Council and are granted by the City with respect to the development of the Property. This Agreement shall serve as guidance for the review and approval of any additional waivers, variances, exceptions or other municipal authorizations not specifically included in this Agreement.

3.2.2. **Conceptual Plan:** The City confirms that the Conceptual Plan attached as *Exhibit B* complies with the City’s Master Plan and Interim Comprehensive Plan, and that the Conceptual Plan, and all land uses and densities, have been approved by all requisite City departments, boards and commissions and by the City Council. The City approves the land uses, densities, and 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 upon which the Preliminary Plats for development of the Property will be based.

3.2.3. **Density of Development:** With respect to the density of the Project, Owners will have the right to develop the Property at a density set forth on *Exhibit B*.

3.2.4. Land Uses:

- (a) For purposes of this Agreement the following shall be allowed within all areas: single-family residences and related structures; open space; hike and bike trails; agricultural uses, including but not limited to vineyards; roadways; and drainage, detention and water quality facilities.
- (b) Commercial uses shall be limited to the areas designated as such on the Conceptual Plan. Allowable commercial uses shall include resort, lodge, spa, restaurant, food processing, entertainment, dinner theater, convenience store, small grocery, gas sales, helipad, offices, salon, bakery, clothing, art galleries, antique sales, artisan studios, winery, microbrewery and distillery, on-site sale and consumption of alcoholic beverages, liquor store, garden center, nursery, compost production and any other use included and or permitted in the City’s General Retail (GR) zoning category.
- (c) Multi-family, condominium or townhouse uses will be limited to the area designated on the Conceptual Plan as commercial and the area adjacent to the radial vineyard, as shown on *Exhibit B*, and shall not exceed one hundred (150) units.

- (d) In the areas designated “Casitas” in the Conceptual Plan, the maximum number of units shall be limited to that achievable under the impervious cover and other limitation applicable to the Project.
- (e) Industrial uses will be limited to food, and spirits, including, but not limited to, wine and/or beer processing.
- (f) Exceptions:
 - 1. Town Center: Individual building footprint will be limited to twenty thousand (20,000) square feet. Minimum building separation will be twenty-five feet (25’). Maximum height will be two (2) stories, but in no instance greater than forty feet (40’). Non-habitable architectural details may exceed forty feet so long as allowed by ESD#6 reviews.
 - 2. Hospitality/Winery/Bakery: Individual building footprint will be limited to sixty thousand (60,000) square feet. Minimum building separation will be five feet (5’). The maximum height for the lodge will be limited to forty (40’), unless the fire department or ESD#6 determines a height of sixty (60’) is permitted by providing a letter approving the change in height to the City Administrator. Maximum height on non-habitable buildings will be limited to sixty feet (60’).
- (g) **Impervious Cover Limits:** Owners agree to limit the impervious cover to a maximum of seventeen percent (17%) of the Property. Owners shall have the right to apportion impervious cover on a lot by lot basis. Owners may apportion such impervious cover as it deems desirable so long as the overall impervious cover limitation is not exceeded. Impervious cover from existing improvements on the property shall be included within the seventeen percent limit. Rain water capture improvements for roofs will zero out that building's affect on Impervious Cover and thus will not be used in the calculations. Owners may count in density and impervious cover calculations land designated as greenbelt, open space, agricultural uses, floodplains, or similar areas. Construction of buildings on slopes will be in accordance with the present ordinances of the City except as amended by this Agreement.
- (h) **Impervious Cover Tracking:** Each plat filed with the City shall contain a chart indicating the amount of impervious cover for the entire Property, 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 Property as a whole and resulting from the plat and prior platted areas. Any portion of the Property may be replatted to change the use or designation of that previously platted portion so long as the entire platted portion of the Property meets the requirements of this Agreement, including impervious cover. So long as this Agreement remains in effect, such replatting shall be deemed controlled by this Agreement as if the same were an original platting of such replatted portions.

- (i) **Continuation of Existing Uses, Activities & Improvements:** Lawful land uses, activities, and improvements (including improvements and buildings shown on the Concept Plan) that currently exist within the Property shall be allowed to continue operating in the same manner and location, including upon annexation of all or any portion of the Project into the City, regardless of any City Rules or Applicable Rules to the contrary. Current uses, activities, and improvements that are expressly permitted to continue include, without limitation:
- (a) Operation of Thurman's Mansion, and related activities and improvements, including but not limited to shipping, receiving, parking, office space, events, functions and food preparation and service.
 - (b) Operation of the Salt Lick Restaurant and related activities and improvements, including but not limited to shipping, receiving, parking, food preparation, food service and food catering.
 - (c) Operation of the Salt Lick Pavilion /Pecan Shed and related activities and improvements, including but not limited to events, functions, parking, food preparation, food service, office use; warehousing and shipping.
 - (d) Operation of "Hisako's House" and related activities and improvements, including but not limited to office use, events, functions, food services, food preparation and parking.
 - (e) Operation of the Old Settlers Music Festival or other similar events, and all related activities, including but not limited to shipping, receiving and parking.
 - (f) For the purposes of this Agreement the Salt Lick Restaurant and the Salt Lick Pavilion are included solely for the purposes of impervious cover calculation and demonstration of protection of water quality. Any permits or approvals for improvements to those facilities shall be subject only to the requirements applicable in the ETJ and any other applicable instruments existing between the City and Owners.

3.3. Further Approvals: Upon the Effective Date of this Agreement, Owners may develop the Property consistent with the Project Approvals and this Agreement. Any future approvals granted in writing by the City for such development as well as any written amendments to the Project Approvals will become a part of the Project Approvals.

3.4. Standard for Review: The City's review and approval of any submissions by Owners will not be unreasonably withheld or delayed. The City will review any plans, plat or other filing by Owners in accordance with the applicable City's ordinances, state law and this Agreement. If any submittal is not approved, the City will provide written comments to Owners specifying in detail all of the changes that will be required for the approval of the submittal.

3.5. Approvals & Appeals: The City acknowledges that timely City reviews are necessary for the effective implementation of Owners' development program. Therefore, the City agrees that it

will comply with all statutory and internal City time frames for development reviews. The City further agrees that if, at any time, Owners believe that an impasse has been reached with the City staff on any development issue affecting the Project or if Owners wish to appeal any decision of the City staff regarding the Project, then Owners may immediately appeal in writing to the City Council requesting a resolution of the impasse at the next scheduled City Council meeting, subject to compliance with all timetables required by the open meeting laws. Appeals and approvals of variances may be approved by an affirmative vote of at least three of the five (3/5) members of the City Council.

3.6. Conceptual Plan Amendments:

3.6.1. Due to the fact that the Project comprises a significant land area and its development will occur in phases over a number of years, modifications to the Conceptual Plan may become necessary due to changes in market conditions or other factors.

3.6.2. 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 lots shown on the Conceptual Plan. Such changes will only require an administrative amendment to the Conceptual Plan so long as the Impervious Cover requirements herein are met. The determination of whether the changes are major or minor is at the sole discretion of the City Administrator.

3.6.3. 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. 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 Impervious Cover limit of seventeen percent (17%), and which otherwise comply with the Applicable Rules, and this Agreement will not require an amendment to the Conceptual Plan.

3.6.4. Vineyards: The Conceptual Plan shows approximately sixty (60) acres of vineyard area. Substantial expense has been incurred and will continue to be incurred in establishing the vineyards. However, the long term viability of vineyards in this area is yet to be proven. In the event disease or other factors, in the sole judgment of the Owners, render the vineyards non-viable, Owners have the right to develop the vineyard area for any land use allowed in this agreement. Any such additional development remains subject to the seventeen percent (17%) overall impervious cover limit.

3.7. Term of Approvals: The Conceptual Plan, the Project Approvals, and any preliminary plat or final plat approved pursuant to this Agreement will be effective for the term of this Agreement. The parties agree that going forward, the Effective Date for all Approvals is the date the City Council approves this Agreement.

3.8. Extension of Permits & Approvals: Any permit or approval under this Agreement or granted by the City pursuant to, or in accordance with, this Agreement shall be extended for

any period during which performance by any Owner is prevented or delayed by action of a court or administrative agency, or an Owner is delayed due to failure to receive a governmental permit despite demonstrable diligent efforts to obtain said permit. In no instance shall any permits or approvals be extended beyond the fifteen year duration of this Agreement as amended in Section 3.7 above.

3.9. Initial Brush Removal: Owners may mechanically remove brush without material soil surface disruption prior to receiving approval of plats in order to determine the location of roads, lots, utilities and drainage areas with regard to preservation of environmental features. Prior to plat approval, Owners may neither remove any tree (other than cedar trees) with a trunk having a diameter greater than four (4) inches measured four (4) feet above the base (ground elevation) of the tree, nor materially alter the existing drainage patterns prior to receiving City approval of Preliminary Plat. Owners shall ensure that as much area as possible is left undisturbed for as long as reasonably possible. Provided, however, Owners may relocate/transplant trees on the Property at any time.

3.10. Building Code:

3.10.1. Owners agree that all single-family residential buildings shall be constructed in accordance with all applicable building or construction codes that have been adopted by the City. In addition, Owners shall require all builders of residential structures to meet the LEED program requirements, as administered through the City of Dripping Springs or its agents. Fees for all residential building permits or building inspections by the City or the City's designee under this section shall be paid by builders. Residential building permit and building inspection fees are not included among the fees specifically listed in this Agreement. City will provide inspections timely and during any period prior to annexation.

3.10.2. Commercial buildings shall be required to obtain building permits. In addition, Owners shall require all builders of non-residential structures to meet the requirements of the LEED silver program, as administered through the City of Dripping Springs or its agents. City may approve direct contract with the City's building inspection contractor with Owner or commercial building inspections. Upon such contract, the city shall not charge a commercial building construction inspection fee to Owner. In the absence of such contract, commercial building inspections maybe performed by mutually agreed third party building inspector paid by the building owners. The building owner will also pay an inspection fee to the City equal to 20% of the billed third party costs. The requirements provided in this subsection shall not apply to the Salt Lick Restaurant, Thurman's Mansion, Hisako's House or the Pavilion/Pecan Shed.

3.10.3. Building Code waivers or exceptions may be sought by Owners to achieve superior aesthetic design goals if not waiver or exception does not result in threat to the safety of persons or property. Waivers and exceptions may be issued administratively by the City Administrator upon receipt of guidance from the City Attorney, City Engineer and Development Coordinator.

3.10.4. The City agrees that building permit review and issuance shall be accomplished within seven (7) working days for residential building permits and within twenty-eight (28) working days for commercial building permits commencing from the date the building permit application is designated administratively complete.

3.11. Fiscal Security for Improvements:

3.11.1. Owners shall be required to provide fiscal surety prior to final plat approval for all road and drainage improvements to Hays County in accordance with the Hays County Subdivision and Development Regulations (effective June 3, 1997). The Owners will be subject to Article VIII, Section 8.3 of those regulations requiring for the Owners to provide to Hays County a good and sufficient surety bond (Performance Bond) or letter of credit equal to one hundred percent (100%) of estimated cost of subdivision-related road and drainage improvements and related infrastructure. Obligations of Owners contained within this bond or letter of credit shall be expired and discharged by the City and Hays County upon construction completion of improvements necessary for the final plat.

3.11.2. Owners shall be required to provide fiscal surety to the City prior to final plat approval for all subdivision-related domestic water service improvements and structural water quality control devices/infrastructure. The Owners will provide to the City a good and sufficient surety bond (Performance Bond), letter of credit or cash escrow equal to 100% of the estimated costs of all subdivision-related domestic water service improvements and structural water quality control devices/infrastructure. The method or type of surety provided will be optional to the Owners. Obligations of Owner contained within this bond, letter of credit or cash escrow shall be expired and discharged by the City upon construction completion of improvements necessary for final plat approval.

3.12. Highway Access: The roadway cuts shown on *Exhibit B* are approved by the City as of the Effective Date. Approval of such roadway cuts is contingent on documentation from TxDOT that they are in agreement with the location of the roadway and driveway cuts. Owners and City agree that traffic safety is crucial. All roadway and driveway cuts onto RR 1826, RR 150 and RR 967 not shown on *Exhibit B* shall be subject to the approval of the City.

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

ARTICLE 4. ADDITIONAL MATTERS

4.1. Lighting: The Project shall comply with the City's Lighting Ordinance with the following exceptions: Salt Lick Restaurant, Thurman's Mansion, Hisako's House, and the Pavilion/Pecan Shed. In the event a special exception to the City's Lighting Ordinance is desired for a temporary event, Owner shall provide at least thirty (30) days' notice prior to the temporary event to the City for review. The City Administrator may approve Owner's plans

for such event, or at the City Administrator’s discretion, forward such approval to the City Council. City will provide timely responses to Owner's special exception request, no more than ten (10) days after receipt of the request.

4.2. Signage

- 4.2.1 Notwithstanding other provision in the Code, the following criteria constitute the sign regulations for the Property and shall govern all commercial and subdivision signage for the Property. The requirements provided in this subsection shall not apply to the Salt Lick Restaurant, Thurman's Mansion, Hisako's House and the Pavilion/Pecan Shed. All other signage, and any deviations from the standards set out below, shall be assessed in accordance with the City Sign Ordinance in effect at the time a sign permit application is filed.
- 4.2.2 Owners may install and maintain a maximum of three (3) free standing monument signs on premise and three (3) off premise signs located on the Property as part of the Project, the top of which shall not be more than ten feet (10') in height.
- 4.2.3 All of such free standing monument signs may be back-to-back, double-faced, and/or multi-use signs. As used herein, sign area is defined as the number of square feet contained within the smallest single polygon that will encompass the actual lettering and any logo on one face of the sign (a logo may be measured using a separate polygon or circle from that containing the lettering). The face of the sign shall not exceed six feet (6') vertical. The portions of a masonry structure on which the sign is located are not counted as part of the sign area provided they are not contained within the polygon. The portions of a masonry structure on which the sign is located shall be counted as to the overall height of the sign structure. Notwithstanding any provision of the Code to the contrary, some or all of such signs may be off premises signs in whole or in part, provided that no such sign may be located off of the Property or advertise a business not located on the Property.
- 4.2.4 Informational LED/LCD signage utilized for directional/event information is permitted, however, these signs shall not flash or scroll, and may not contain advertising.
- 4.2.5 Each tenant or occupant, not including the Lodge & Spa and the Winery, on the Property shall be entitled to install flat building signage, including logos, complying with the following requirements:
 - (a) Lettering constituting such signage shall consist of one (1) horizontal line of lettering not to exceed twenty-four inches (24") in height; or two (2) horizontal lines of lettering not to exceed thirty-six inches (36") in height, including a minimum six inch (6") space between the two (2) lines; no lettering line shall exceed fifty percent (75%) the width of the store front glass.

- (b) Logos shall not exceed four square feet (4 sq. ft.) in size and may be used with one line of lettering not to exceed twenty-four inches (24") in height or forty-eight inches (48") in length.
- (c) The total length on any such sign shall not exceed fifty percent (50%) of the storefront width of the tenant or occupant's premises in the Property; and Signs for any one (1) tenant or occupant shall not exceed or be placed beyond the storefront width.
- (d) All signs elements shall be at least twenty-four inches (24") from the top, sides and base of the façade.

- 4.2.6 Sign Extension. Flat building signage for all buildings on the Property may not extend more than ten inches (10") from the façade of such buildings.
- 4.2.7 Graphic Symbols. Graphic symbols used to represent or identify a business entity or organization shall be permitted to be displayed on all signs within the Property upon Owners' approval.
- 4.2.8 Design. All signs and supporting structures shall be designed in accordance with the overall architectural theme of the Property.
- 4.2.9 Finishes. Color applied to sign faces can be gloss. Returns shall be painted to match the facade.
- 4.2.10 Lighting. All letters must be mounted to aluminum wireways. Wireways cannot exceed twelve inches (12") in height and MUST be painted to match the appropriate building exterior. One visible wireway is permitted per sign. Lighting must comply with the City's Lighting Ordinance.
- 4.2.11 Window Signs. No exterior window signs are permitted other than the following: hours of operation not to exceed three square feet (3 sq.ft.). Interior installation. Operation hours can include phone contact numbers and web address.
 - (a) Address marking to indicate suite number only and shall not exceed one square foot (1 sq.ft.) in area. Interior Installation.
 - (b) All signs are subject to Owners' approval.
- 4.2.12 Moving or Flashing Signs Prohibited. The following signs are prohibited: Signs employing moving or flashing lights; Signs employing exposed ballast boxes or transformers; Sign manufacturers name, stamps or decals; Signs employing painted, non-illuminated letters; and Signs employing unedged plastic letters or letters with no returns or exposed fastenings.

4.3. Fire Protection: Fire protection will be provided by the Driftwood Volunteer Fire Department and this Project will comply with the fire protection standards as mandated by the Driftwood Volunteer Fire Department and/or Emergency Services District #5.

4.4. Annexation:

4.4.1. Annexation:

- (a) Owners hereby agree that this Agreement, once approved and signed by all parties, is a valid and legally sufficient request to extend the city limits of the City (i.e., incorporated municipal boundary) to cover the Property, and no additional petitions or requests from the Owners are necessary, except as provided below. A petition for annexation is included as *Exhibit "E"*, which shall be valid for the duration of this Agreement, and shall be binding on Owners' successors and assigns and subsequent purchasers. Owners agree that if the Property, or any portion thereof, is sold prior to the expiration of fifteen (15) years from the Effective Date, Owners shall, as part of the closing documents, execute and cause to be recorded restrictive covenants or other documents memorializing the provisions of this Agreement. Owners further agree that if the Property, or any portion thereof, is sold for commercial purposes prior to the expiration of fifteen (15) years from the Effective Date, Owners shall, as part of the earnest money contract, cause to be executed by the subsequent purchaser(s) a petition for annexation in the form as the one provided in *Exhibit "F"*, which shall be valid for the remainder of the fifteen (15) years from the Effective Date and filed with the City. Owners agree to provide the City a written Notice of Sale of Commercial Property together with a petition for annexation in the form as the one attached hereto as Exhibit "F", if obtained from the subsequent purchaser within fifteen (15) business days after completion of such sale.

The City agrees it will not annex any portion of the Property for a period of fifteen (15) years after the Effective Date, unless: (1) otherwise agreed by both parties; (2) an executed annexation petition from a subsequent purchaser of a commercial portion of the Property is not provided to the City; or (3) annexation of a commercial portion of the Property is necessary to implement an economic mechanism offered by the City as provide below in subsection (b). In the event an executed annexation petition from a subsequent purchaser of a commercial portion of the Property is not provided, Owners shall provide written notice to City than an annexation petition has not been executed by a subsequent purchaser sixty (60) days prior to the closing date, as defined in the earnest money contract, along with a metes and bounds description of the portion of the property being sold. At such time, City shall have the right to only annex the commercial portion of the Property for which no executed annexation

petition has been obtained.

Further, in the event of future annexation of the commercial portions of the Property as authorized in this subsection, City acknowledges that Section 43.056 (g) of the Texas Local Government Code requires that if the area to be annexed has a level of services for operating and maintaining infrastructure superior to the level of services provided within the City's corporate boundaries before annexation, the City's annexation service plan must provide for the operation and maintenance of infrastructure of the annexed area at a level of services that is equal to or superior to that level of service existing before annexation.

- (b) The parties acknowledge that the Owners are investigating the feasibility of the creation of a special district or other economic mechanism (the "economic mechanism") that will create a revenue stream to assist the Owners with the construction and/or maintenance of Project infrastructure, landscaping or other eligible capital improvements related to the Project. City and Owners have agreed to work together with respect to such an economic mechanism. If, within six (6) months of the Effective Date of this Agreement, Hays County has offered the creation of an economic mechanism for the Project and the City is able to offer the Owners in writing an economic mechanism that is equal to the economic mechanism offered by Hays County for the Project, Owners agree to accept the economic mechanism offered by City rather than that offered by Hays County. Further, if necessary to implement the economic mechanism offered by the City, the Owners agree to annexation of the commercial portions of the Property by the City prior to the expiration of the fifteen (15) year period after the Effective Date. In the event such early annexation is necessary to implement the City's economic mechanism, the City agrees to provide Owners a Council Resolution or other written instrument evidencing the City's commitment to create and provide the economic mechanism for the Project. If, after the expiration of the six (6) month period after the Effective Date the City is unable to offer an economic mechanism equal to the economic mechanism offered by Hays County for the Project, Owners shall be free to seek the creation of an economic mechanism by Hays County or other means.

4.4.2. **Land Uses:** Contemporaneously with the annexation of Property within the Project, the City will initiate the zoning process for that area consistent with land uses existing on the effective date of the Agreement, and, for any undeveloped land, the land uses described in the Conceptual Plan as amended and the uses described in Section 3.2.4.

4.5. On-site Construction Materials: A substantial amount of sand and gravel has been removed from Onion Creek and stockpiled on the site as part of a creek restoration project.

The materials will be sorted by size for use in the construction of the Project. Excavation of additional material may be conducted on the site and mixed with the existing stockpiled material to meet specifications for road base and other uses.

- 4.6. **Creek Maintenance:** Maintenance of a healthy aquatic environment above the dam on Onion Creek requires the periodic removal of sand and gravel deposited in the stream bed. Such maintenance is authorized under this Agreement pursuant to appropriate permitting from TCEQ, US Army Corps of Engineers, Texas Parks & Wildlife Department and Hays County.

ARTICLE 5. AUTHORITY

5.1. Term:

- 5.1.1. **Initial Term:** The term of this Agreement will commence on the December 31, 2014 and continue for fifteen (15) years thereafter (“Initial Term”), unless sooner terminated under this Agreement. This Agreement may be extended for a longer duration not to exceed an additional ten (10) years upon mutual agreement of the Parties. In the event such an extension is agreed to all provisions of this Agreement shall remain in full force and effect throughout the extension.
- 5.1.2. **Expiration:** After the Initial Term and any extension, this Agreement will be of no further force and effect except that termination will not affect any right or obligation arising from Project Approvals previously granted.
- 5.1.3. **Termination or Amendment:** This Agreement may be terminated or amended as to all of the Property 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 Property by the mutual written consent of the City and the Owners of only the portion of the Property affected by the amendment or termination.

- 5.2. **Authority:** This Agreement is entered under the statutory authority of Section 212.172 of the Texas Local Government Code. The Parties intend that this Agreement guarantee the continuation of the extraterritorial status of portions of the Property as provided in this Agreement; authorize certain land uses and development on the Property provide for the uniform review and approval of plats and development plans for the Property; 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 Property 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 authority to develop the Property 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 oilier 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 Property if such moratorium, restriction or other limitation conflicts with this Agreement or would have the effect of increasing Owners' obligations or decreasing Owners' rights and benefits under this Agreement. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and ETJ due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.
- 5.5. Equivalent Substitute Obligation:** If either Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and bona fide threat to public safety that prevents performance or requires different performance, subsequent conditions that would legally excuse performance under this Agreement or, the Parties agree to cooperate to revise this Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party's overall contractual benefit under this Agreement.
- 5.6. Cooperation:**
- 5.6.1. The City and Owners each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.
 - 5.6.2. The City agrees to cooperate with Owners in connection with any waivers or approvals Owners may desire or require to obtain from the County in connection with the development of the Property.
- 5.7. Litigation:** In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Owners and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the City

Council. The Owners agree to defend and indemnify the City for any litigation expenses, including court costs and attorneys fees, related to defense of this Agreement. The filing of any third party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction.

ARTICLE 6. GENERAL PROVISIONS

6.1. Assignment & Binding Effect:

6.1.1. This Agreement and the rights and obligations of Owners hereunder, may be assigned by Owners to a subsequent purchaser of all or a portion of the undeveloped property within the Project provided that the assignee assumes all of the obligations hereunder. Any assignment must be in writing, specifically describe the property in question, set forth the assigned rights and obligations and is 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 Property 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 Property.
- 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 Property by foreclosure deed in lieu of foreclosure will take such property subject to the terms of this Agreement. No Lender will be liable for any defaults or monetary obligations of Owners arising prior to the Lender’s acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to that property until all delinquent fees and other obligations of Owners under this Agreement that relate to the property in question have been paid or performed.
- 6.6. Certificate of Compliance:** Within thirty (30) days of written request by either Party given accordance with Section 6.17, the other Party will execute and deliver to the

requesting Party a statement certifying that: (a) this Agreement is unmodified and in full force and effect or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification; (b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and (c) any other information that may be reasonably requested. A Party's failure to deliver a requested certification within this thirty (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 period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement. In the event of a default by the City, Owners will be entitled to seek a writ of mandamus, in addition to seeking any other available remedies. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.
- 6.9. Reservation of Rights:** To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.
- 6.10. Attorneys Fees:** The prevailing Party in any dispute under this Agreement will be entitled to recover from the non-prevailing Party its reasonable attorney's fees, expenses and court costs in connection with any original action, any appeals, and any post-judgment proceedings to collect or enforce a judgment.
- 6.11. Waiver:** Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of the length of time during which that failure continues, be deemed a waiver of that Party's right insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the

written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

- 6.12. Entire Agreement:** This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties. An amendment to this Agreement may only be approved by an affirmative vote of at least three of the five (3 of 5) members of the City Council.
- 6.13. Exhibits, Headings, Construction & Counterparts:** All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.
- 6.14. Time:** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.
- 6.15. Authority for Execution:** The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Owners certify, represent and warrant that the execution of this Agreement is duly authorized in conformity with their authority.
- 6.16. Property Rights:** Owners expressly and unconditionally waive and release the City from any obligation to perform a takings impact assessment under the Texas Private Real Property Rights Act, Texas Government Code Chapter 2007, as it may apply to this Agreement, the Property, and the Project.
- 6.17. Notices:** Any notices or approvals under this Agreement must be in writing may be sent by hand delivery, facsimile (with confirmation of delivery) or certified mail, return receipt requested, to the Parties at the following addresses or as such addresses may be changed from time to time by written notice to the other Parties:

CITY:

Original: City Administrator
P.O. Box 384
Dripping Springs, Texas 78620

Copy to: Alan J. Bojorquez
Dripping Springs City Attorney
12325 Hymeadow Dr., Ste. 2-100
Austin, Texas 78750

OWNERS:

Original: c/o M. Scott Roberts
17900 FM 1826
Driftwood, Texas 78619

Copy to: Henry Gilmore
Attorney for Owners
DuBois, Bryant, Campbell, & Schwartz, L.L.P.
700 Lavaca Street
Suite 1300
Austin, Texas 78701

6.18. Exhibits: The exhibits to this Agreement shall be incorporated herein for all intents and purposes. The exhibits are listed as follows:

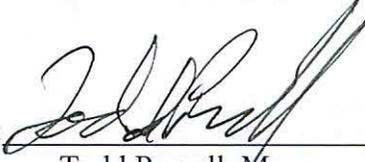
- Exhibit A The Property
- Exhibit B Conceptual Land Use Plan
- Exhibit B1 Open Space
- Exhibit C Alternative Project Standards and Variances
- Exhibit C1 Street Design Standards
- Exhibit D Driftwood Commercial Landscape Design Criteria
- Exhibit E Annexation Petition
- Exhibit F Annexation Petition for Commercial Properties

{signature page follows}

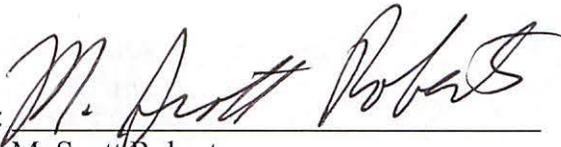
THE UNDERSIGNED PARTIES HEREBY EXECUTE THIS AGREEMENT TO BE EFFECTIVE ON DECEMBER __, 2014.

CITY OF DRIPPING SPRINGS:

M. SCOTT ROBERTS:

by: 

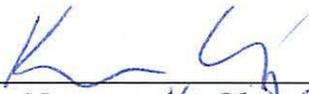
Todd Purcell, Mayor

by: 

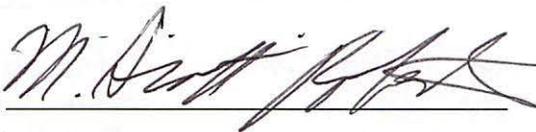
M. Scott Roberts

ATTEST:

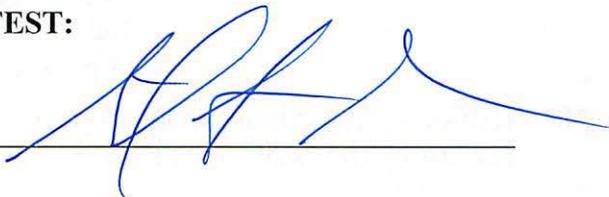
DRIFTWOOD EQUITIES, LTD.

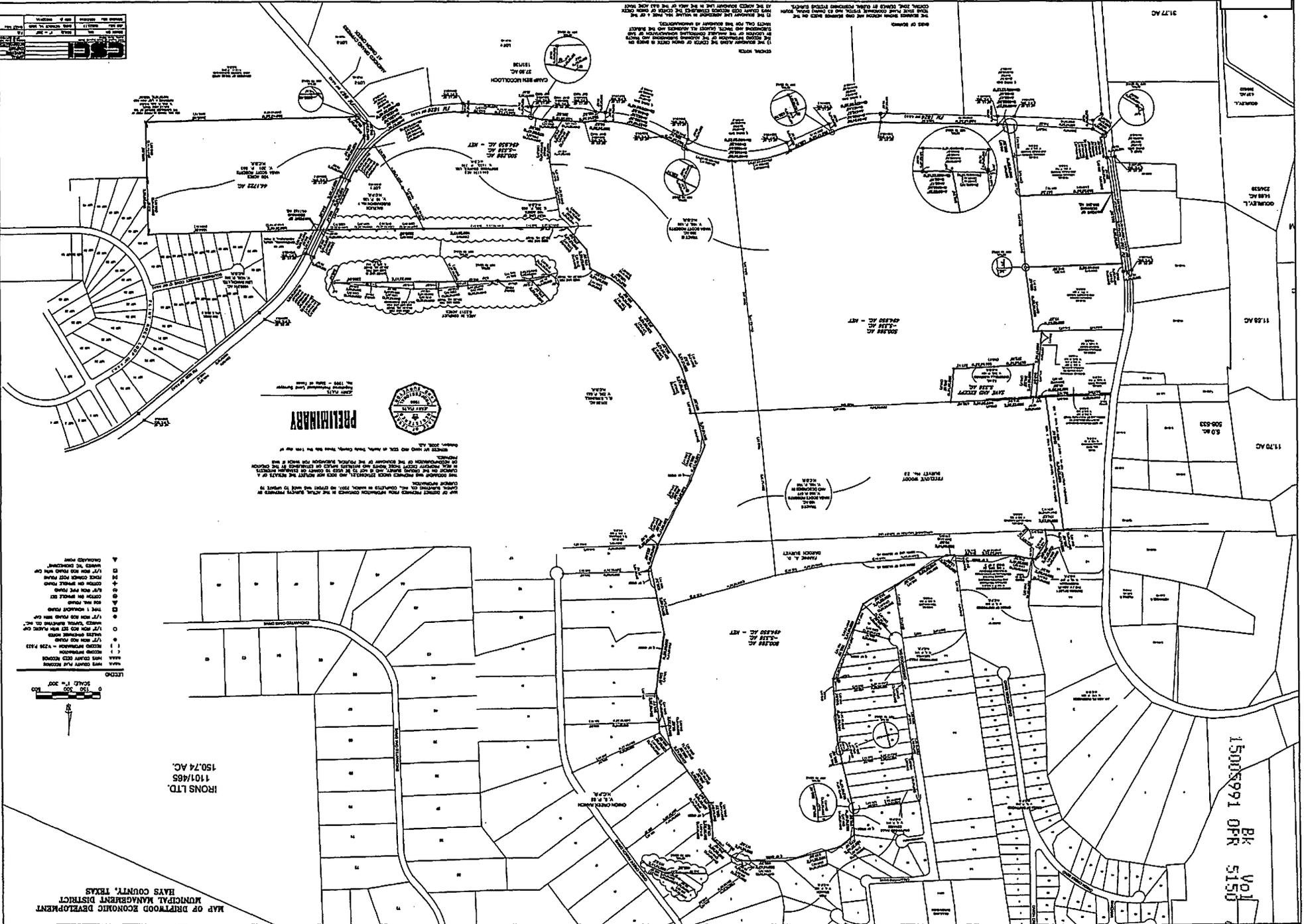
by: 

Name: Keri Craig
City Secretary

Title: 

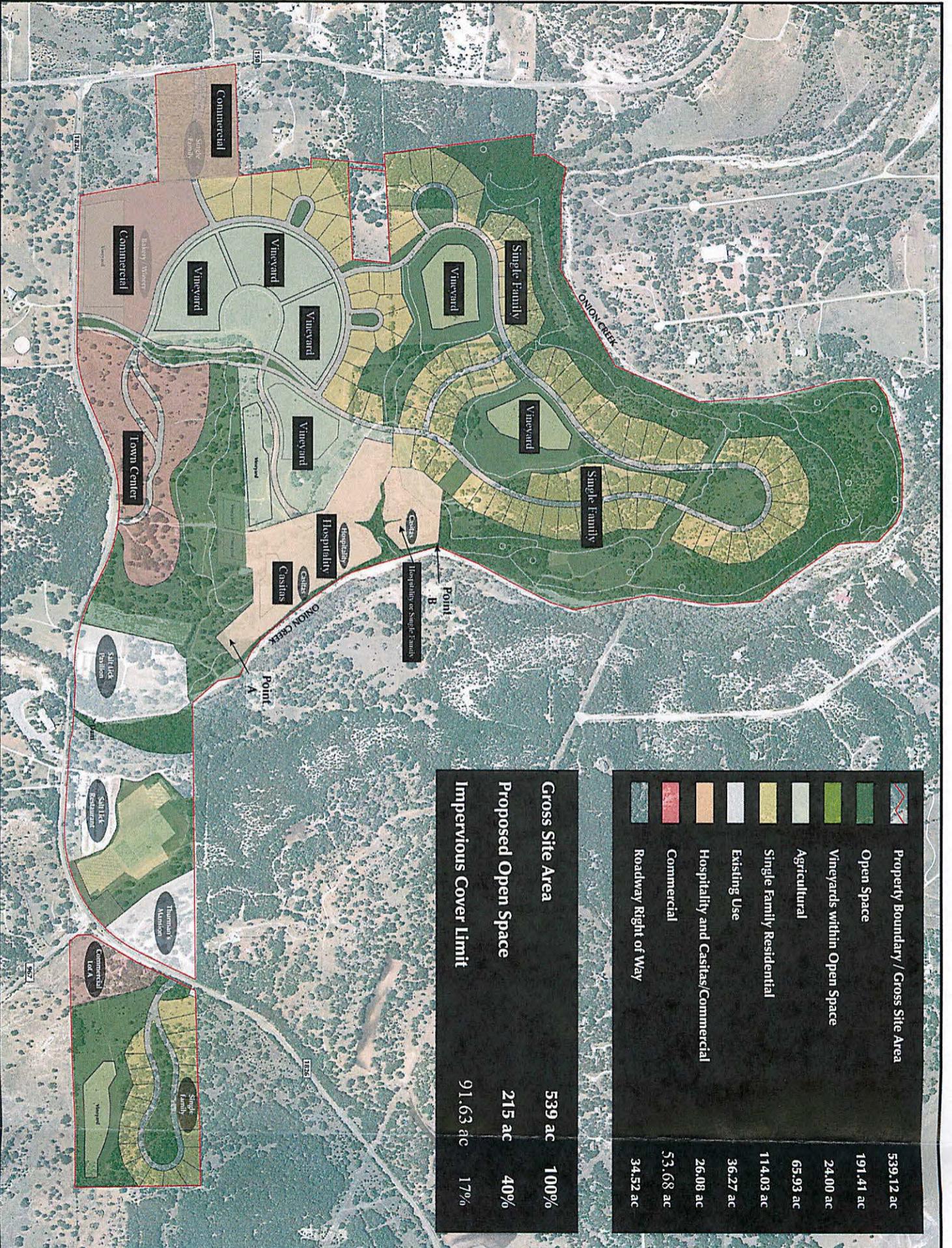
ATTEST:

by: 



Driftwood

Exhibit B October 2014 (Original Exhibit June 2007)
Conceptual Land Use Plan

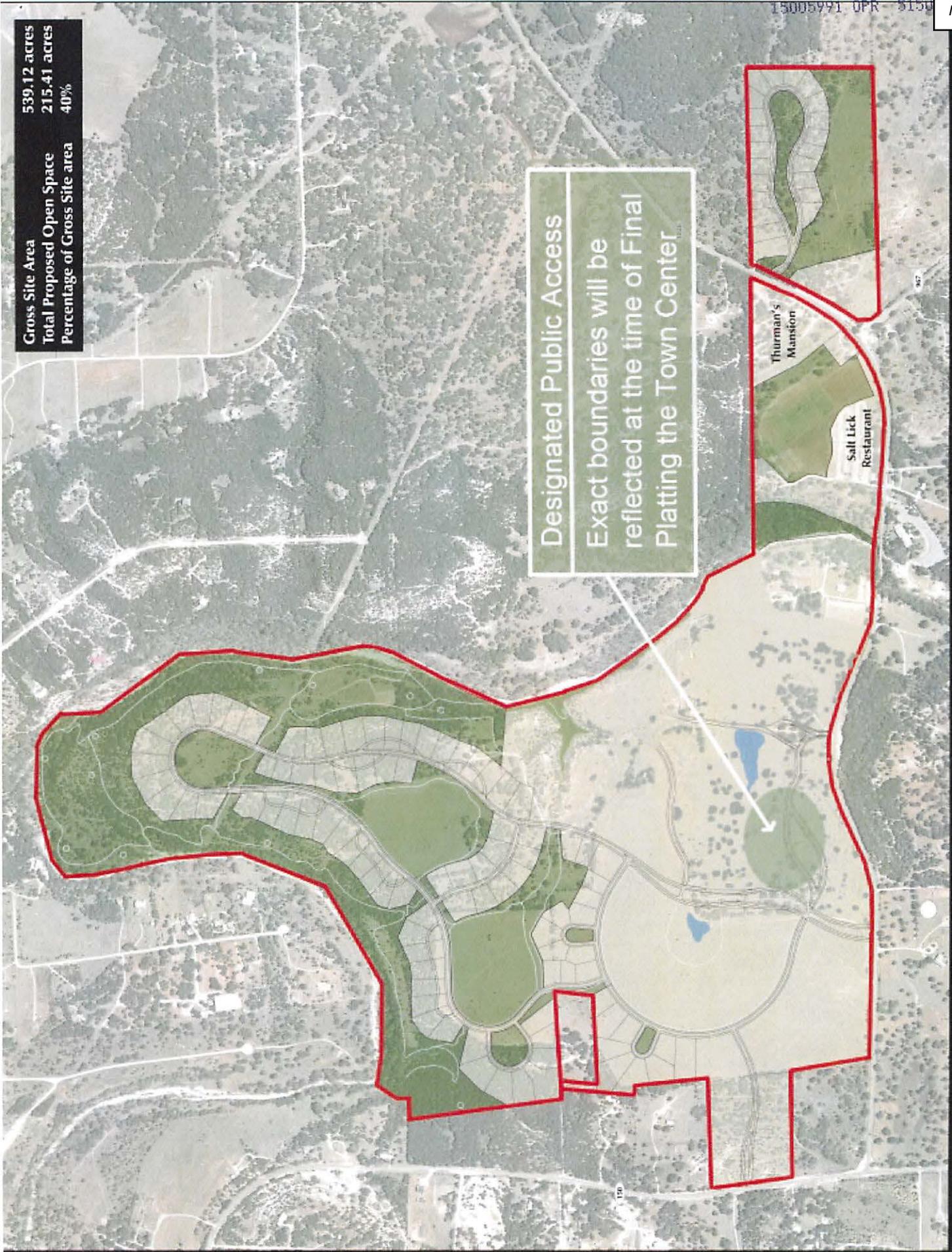


	Property Boundary / Gross Site Area	539.12 ac
	Open Space	191.41 ac
	Vineyards within Open Space	24.00 ac
	Agricultural	65.93 ac
	Single Family Residential	114.03 ac
	Existing Use	36.27 ac
	Hospitality and Casitas/Commercial	26.08 ac
	Commercial	53.68 ac
	Roadway Right of Way	34.52 ac

Gross Site Area	539 ac	100%
Proposed Open Space	215 ac	40%
Impervious Cover Limit	91.63 ac	17%

Gross Site Area 539.12 acres
Total Proposed Open Space 215.41 acres
Percentage of Gross Site area 40%

Designated Public Access
Exact boundaries will be reflected at the time of Final Platting the Town Center



- Property Boundary
- Proposed Open Space
- Private Lot

Exhibit B-1
Proposed Open Space

Driftwood

**Driftwood
EXHIBIT C
Alternative Project Standards**

Subdivision Ordinance

1. Variance: Section 4.8(l)10 and Section 4.9.1(d) Identification of Trees: Only individual trees over twelve inches in diameter that are to be removed as part of the roadway and utility construction process will be identified.
2. Variance: Section 11 Street Geometric Design Standards: Streets will be constructed according to the design standards as set out in Exhibit C-1 (which are variances from the TCSS Manual).
3. Variance: Section 14.6 Minimum Lot Sizes in Extraterritorial Jurisdiction: The minimum lot size for residential lots shall be one half acre. The average residential lot size, including open space, shall be greater than 1.5 acres.
3. Alternative Standard: Private streets shall be allowed within the development.
4. Alternative Standard: Gated streets shall be allowed within the development.
5. Alternative Standard: The maximum block length may exceed 2,000 feet.
6. Alternative Standard: Shared Access Drives may serve up to eight lots.
7. Alternative Standard: ~~Up to five~~ Wildlife exclusion devices within the roadways shall be permitted to protect the vineyards and other agricultural uses.

Water Quality Protection Ordinance

1. Section 5 Performance Standards: The project meets the Pollutant Load performance standards without further engineering calculations or submittals.
2. Variance: Section 7.4(k) Allowable Development in Water Quality Buffer Zone: Excavation of sand and gravel that accumulates in the creek bed in the backwater from the dam on Onion Creek shall be allowed when the creek is not flowing.
3. Variance: Section 7.2 Water Quality Buffer Zone determined according to size of drainage basin: The buffer zone along Onion Creek from Point A to Point B shall end at the top of the bluff. Following suitable results from geo-structural engineering analysis of this area, buildings and attendant features, but no parking lots, may occupy a maximum of fifty percent (50 %) of the length of this section of the bluff.
4. Alternative Standard: Hike and bike trails shall be permitted within the buffer zones.

Justification for the Alternative Project Standards and responses to the required findings:

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

The Owner proposes to develop a high quality, low density mixed use project that is sensitive to the constraints and assets of the site. The site has frontage on three arterial roadways (RR 1826, RR 967 and RR 150). The site is also bounded by over 13,000 feet of frontage on the main channel of Onion Creek with its associated flood plain. Portions of the site have been cleared for historic agricultural uses. Other portions of the site are densely wooded. Parts of the site are more open grassland with scattered specimen trees.

The proposed plan proposes a mixture of low density residential use, agricultural uses and small scale commercial development. The goal is to retain as much open space as possible to preserve a more rural character of development in a part of the ETJ where higher densities are not appropriate. In order to assure this result the impervious cover is to be limited to no more than fourteen percent (14%) of the site. This impervious cover limit is exceptionally low in light of the access of the site to arterial roadways that provide the potential for more extensive commercial development.

The project furthers the City's goals of promoting economic development and tourism. The vineyards, winery, lodge, spa, restaurant and event facilities will create an environment that will draw people to the area as well as create jobs for area residents. The vineyards will promote the concept of agricultural uses remaining a viable component of the northern Hays County economy as well as preserving open space.

The development goals just described cannot be met with a literal application of the City's regulations in light of the site characteristics and constraints.

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

The applicant is proposing a development of a much lower intensity than existing regulations would allow and that the access to arterial roadways would reasonably support. The variances are necessary to make it feasible to forgo the more dense development potential of the tract. The variances also provide for an increased level of environmental protection and habitat preservation.

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

A low density, high quality development will establish a positive precedent for the area. The low density will minimize demands on future infrastructure requirements while enhancing the value of surrounding properties. Future tax base will be high while the demand for services will be low.

Site Development Ordinance

Variance: Section 13.2 Cut and Fill: Cut and fill may exceed four feet (4) for agricultural irrigation ponds, water quality ponds (wet and dry) and activities occurring under section 4.5 of the Agreement.

Sign Ordinance

Variance: Section VI. Sign Standards, Location: Owner may install 3 off premise free standing monument signs located on the Property, the top of which shall not be more than 10 feet in height.

Parkland Dedication Ordinance

Alternative Standard: The open space provided within the Property meets the requirements of the Parkland Dedication Ordinance.

Driftwood
EXHIBIT C-1
Street Design Standards
May 22, 2007

Code Section	Code Requirement	Proposed Requirement	
TCSS MANUAL 2.3.2. Hays County Subdivision and Development Regulations The road standards for the City of Dripping Springs, TX will be governed by Table 7.3, Summary of Hays County Road Standards.	Country Lane		
	Design Speed (1)	25 mph	20 mph
	Minimum ROW Width	50'	40'
	Minimum Centerline Radius (1)	200'	80'
	Minimum Tangent Length Between Reverse Curves (1)	50'	0'
	Minimum Radius for Edge of Pavement at Intersections (2)	25'	10'
	Minimum Court (Cul-de-sac) Inside Pavement Radius (2)	35'	25'
	Minimum Court (Cul-de-sac) ROW Radius (2)	65'	50'
	Local Street		
	Design Speed (1)	25 mph	20 mph
	Minimum ROW Width	60'	50'
	Width of Traveled Way	20'	18' undivided 2 @ 10' divided
	Minimum Centerline Radius (1)	300'	100'
	Minimum Tangent Length Between Reverse Curves (1)	100'	0'
	Minimum Radius for Edge of Pavement at Intersections (2)	25'	10'
	Minimum Court (Cul-de-sac) Inside Pavement Radius (2)	45'	25'
	Minor Collector		
	Design Speed (1)	35 mph	30 mph
	Minimum ROW Width	60'	50'
	Width of Traveled Way	22'	22' undivided 2 @ 11' divided
	Minimum Centerline Radius (1)	375'	200'
	Minimum Tangent Length Between Reverse Curves (1)	150'	50'
	Minimum Radius for Edge of Pavement at Intersections (2)	25'	15'
	Major Collector		
	Design Speed (1)	45 mph	30 mph
	Minimum ROW Width	70'	50'
	Width of Traveled Way	24'	24' undivided 2 @ 12' divided
	Minimum Centerline Radius (1)	675'	200'
	Minimum Tangent Length Between Reverse Curves (1)	150'	100'
	Minimum Radius for Edge of Pavement at Intersections (2)	25'	15'

* ADT - Average Daily Trips per single family home is presumed to be 10 vehicle trips per day.

4. That the granting of the variances will not have the effect of preventing the orderly development of other land in the area in accordance with the provisions of this Chapter;

The granting of the variances will support the orderly development of other land in the area. The substantial compliance of the proposed development with the recently completed Regional Water Quality Protection Plan is a precedent for this part of the ETJ that should be actively encouraged on the part of other properties. From a traffic circulation perspective no connection of proposed roadways to adjacent properties is either appropriate or proposed, thus their orderly subdivision is not affected.

5. The waiver will enable the applicant to preserve more native trees, provide more open space, or ensure more wildlife preservation than would be possible complying with the strict mandates of this Chapter.

The key concept underlying the residential portion of the project is to maximize common open space. The reduction in minimum lot size will assure more area remains in a natural state than if it were included within a lot. Increased habitat for wildlife is consequently assured as well as the preservation of native trees. The access to a large amount of common open space should more than offset the reduced lot size from the perspective of the lot buyer.

Driftwood
EXHIBIT C-1
Street Design Standards
May 22, 2007

NOTES:

- (1) Being a gated neighborhood, without significant numbers of external vehicle traffic and without any cut-through traffic, we want to have a slower internal roadway speed to accommodate safer pedestrian travel and to be in keeping with the rural character. With the lower design speed we can safely reduce the items so marked (1) and therefore propose those alternative standards.
- (2) Items marked (2) are improved by and benefit from the lower design speed and they also reduce project impervious cover in areas where no longer needed due to slower traffic.

Other alternative design standards

- Divided lanes with medians to enhance safety of contra-flowing traffic
- Implementation of ribbon curb to preserve the rural feel of the area.
- Shared Driveways
- Traffic Calming Devices (Roundabouts, Chicanes, Neckdowns, Etc.)

Exhibit D

DRIFTWOOD COMMERCIAL LANDSCAPE DESIGN CRITERIA

The information in this Exhibit is intended to define the technical design criteria needed to achieve the landscape policy goals for all commercial uses located within the Driftwood project.

The Plant Guide for this Exhibit (the "Guide") is Native and Adapted Landscape Plants by the Texas Coop Extension at Texas A&M University and the City of Austin which is available free at many garden centers, and is featured on the site growgreen.org.

The following uses do not have to comply with the Landscape Design Criteria:

- Single family residential dwellings, though St. Augustine grass is not permitted on residential lots.
- Existing St. Augustine turf may be maintained at Thurman's Mansion and the Salt Lick Pavilion.
- Limited areas of St. Augustine may be installed in locations designed to serve weddings and similar functions.

A. Landscape Area.

At least 20 percent of street-side yard must be landscaped. Grass areas not using native or drought tolerant lawn grasses in the Guide are not credited as landscaped area except in shaded areas that receive less than six hours of sunlight per day. St. Augustine grass shall not be permitted.

B. Determining Street-side Yard.

The exact configuration of a street yard (or yards) on a site will depend on how a number of factors interrelate on that site. Among these factors are:

- Type and location of building walls.
- Number of streets that border the site.
- Number, size, and orientation of buildings on the site.

The street yard area is calculated by finding the total lot square footage which lies between the street right of way line and the front wall of a building or buildings on a site. This street yard boundary extends from the outward most corners of the front wall, parallel to the street until it intersects with the side property lines.

C. Drip Line Credit.

In order to encourage the preservation and continued growth of smaller trees, the following credit toward landscape area is possible. Each square foot of landscape area which is permeable and within the area encompassed by the drip line of a tree at least two (2) inches in trunk diameter measured at 4-½ feet above the ground, shall count as one and one-quarter (1.25) square feet of the requirement for landscape area. In no case can

the actual landscape area in the street yard of a lot be less than 1/3 of the required 20 percent.

D. Buffering.

Buffering is a site specific requirement that should be evaluated based on viewer distance and angle of view from the areas or site features requiring buffering. Buffer design should also consider traffic movement and safety and the amount of view obstruction needed and the type and mixture of design elements used in the buffer. To be considered effective, a combination of buffering elements should be used to provide a partial view obstruction of those items to be buffered (pavement, parked cars, etc.). Landscape buffers should be planted in a permeable landscape area at least eight (8) feet wide, measured from inside of curb or pavement to the property line.

E. Plant Selection

At least 90% of the areas shall be planted with species from the Guide. Up to 10% of the plants may be of a non-preferred variety as long as they are grouped together in a suitable area and can be irrigated separately.

F. Turf Selection and Limitations.

Areas that receive more than six (6) hours of sunlight per day shall be planted with turf species from the Guide. St. Augustine is not permitted

G. Soil Conditioning and Mulching

The following soil conditioning and mulching requirements apply where there is less than six inches of native soil:

A minimum of 2 inches of organic mulch shall be added in non-turf areas to the soil surface after planting.

Non-porous material such as sheet plastic shall not be placed under the mulch.

A minimum of 4 inches of permeable soil, native or imported, shall be required for turf and landscaped areas. The organic matter content of such soils shall be not less than 5% by dry weight.

H. Tree Planting Areas

Tree planting areas are to be provided with a minimum of 12 inches of friable native loam soil (max. 40% clay, minimum 5% organic matter). Planting in relatively undisturbed existing native soils is encouraged. Soil to a minimum depth of 12 inches is required within the entire landscape median or peninsula. All other planting areas must have a minimum soil depth of 12 inches within a radius of six feet from the tree trunk.

Trees are not to be planted in un-amended caliche, solid rock, or in soils whose texture has been compacted by construction equipment. Areas of compaction which have been subsequently amended with 12 inches of friable native soil are suitable for planting.

I. Irrigation of Landscape Areas

The Owner shall be responsible for the irrigation of all required landscape areas and plant materials, utilizing one or a combination of the following methods:

- An automatic or manual underground irrigation system (conventional spray, bubblers, drip, emitters, drip tubing, porous pipe and the like with turf zones separated from planting zones unless otherwise approved; or
- A hose attachment must be located within 100 feet of all required landscape areas and plant materials where there is no road or parking pavement between the hose attachment and landscape area and the site plan area is no longer than 0.5 acre; or
- Landscape areas planted with native grasses and wildflowers may use a temporary and above ground irrigation system to provide irrigation for the first two (2) growing seasons.

The irrigation methods used shall:

- Provide a moisture level in an amount and frequency adequate to sustain growth of plant materials on a permanent basis;
- Be in place and operational at the time of the site completion inspection; and
- Be maintained and kept operational at all times to provide for efficient water distribution.

Landscape working plans shall indicate, by a detail, a drawing or by specification, in a note on the site plan, the nature and location of irrigation which will be used, specific enough to show that adequate irrigation will be provided to all required landscape areas and plant materials and that there is no disturbance to the critical root zones of existing trees.

No irrigation shall be required for undisturbed natural areas or undisturbed existing trees.

Automatic irrigation systems shall be designed and installed by a Texas licensed irrigator.

J. Landscape Plan

The landscape plan shall be submitted with the site plan and shall have the seal and certification of a landscape architect, architect, professional engineer or full time building designer for projects over one-half acre in size, and the seal and certificate of a landscape architect or architect for all projects over one acre in size, that the plan meets these criteria.

K. Alternative Plan Proposals

An applicant or owner can submit an alternative design which proves to be as good or better than strict compliance with the basic landscape criteria. Alternative proposals should be clearly identified on the landscape plans and the site plan application should include a letter outlining the alternative proposal. Review of the alternative proposal will be in conjunction with the site plan review.

L. Automated Irrigation System

The installation of an automatic conventional spray type irrigation system is allowed, however, the installation of an automatic water saving drip irrigation system for all landscaped areas is strongly encouraged.

M. Preservation of Existing Vegetation:

Consideration will be given to outstanding designs that preserve natural vegetation beyond what is required by this criteria. This is a difficult concept to quantify and will be considered based on the merits of the proposal and the site constraints.

N Integrated Pest Management Plan (IPM)

An IPM will be submitted along with the landscape plan and will be reviewed at the site plan stage of the project.

O. Rainwater collection and beneficial reuse.

Rainwater harvesting and reuse for site irrigation will be required on at least 50% of the roof area of each building, or on 50% of the total roof area in a site plan. Rain water tanks and cisterns will not be considered to be impervious cover and they shall be allowed to be installed above ground and to be located at roof/gutter downspouts or in another convenient location to facilitate the goal of rainwater collection and beneficial reuse.

P. Integrated Low Impact Development (LID) stormwater management practices:

Integrating LID practices for the purpose of addressing both pollutant removal for stormwater and protection of predevelopment hydrological functions, will be given consideration in alternative landscape design criteria. Functional LID landscape designs will be assessed for effectiveness and positive landscape points will be determined accordingly.

STATE OF TEXAS

§
§
§

COUNTY OF HAYS

PETITION FOR VOLUNTARY ANNEXATION

To the Mayor and City Council of the City of Dripping Springs:

The undersigned owner(s) of the tract of land described below (the "tract") hereby petition the City of Dripping Springs to extend the present incorporated municipal boundaries (i.e., City limits) so as to include in, and annex as a part of, the City of Dripping Springs, the property described on *Exhibit "A"*, which is attached and incorporated herein for all purposes.

We certify and swear that the tract is:

1. one-half mile or less in width; and
2. adjacent (i.e., contiguous) to the municipal boundary; and
3. the location upon which fewer than three registered voters reside, or is vacant or without residents.

We certify and swear that this petition is signed and acknowledged by each and every person and corporation owning said tract or having an interest in any part thereof.

Name

Date

Name

Date

This instrument was acknowledged before me by _____
_____ on this the ___ day of _____, 2015.

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS §
COUNTY OF HAYS §

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- 1. one-half mile or less in width; and
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We certify and swear that this petition is signed and acknowledged by each and every person and corporation owning said tract or having an interest in any part thereof.

Name

Date

Name

Date

This instrument was acknowledged before me by _____
_____ on this the ___ day of _____, 2015.

Notary Public, State of Texas
My commission expires: _____

Subdivision Project Name	City Limits / ETJ	Location	Description	Status
SUB2021-0065 Heritage Phase 2 Final Plat	CL	Sportsplex Drive (Heritage Development)	162 Lots on 69.999 acres, 160 of which are residential with an average lot size of 0.143 acres	Waiting on Resubmittal
SUB2021-0069 Cannon Ranch Ph 1 Construction Plans	CL	Cannon Ranch Road	Development of 122 residential lots with public roadways, utilities, and drainage features.	Approved with conditions
SUB2021-0071 Cannon Ranch OffSite Waterline	CL	Cannon Ranch Road	The construction of an offsite waterline that is approximately 4 acres	Approved with conditions
SUB2021-0073 Hardy Preliminary Plat	CL	2901 W US 290	41 Residential lots on 39.341	Waiting for Resubmittal
SUB2022-0002 Hays Street Subdivision	CL	102 Bluff Street	Subdivision of 6 residential lots in the Historic District	Waiting for Resubmittal
SUB2022-0009 Driftwood Subdivision Phase 3 Preliminary Plat	ETJ	17901 FM 1826	Preliminary Plat for 14 lots: 12 Residential, 1 Commercial, 1 Industrial	Approved with conditions
SUB2022-0012 Driftwood Sub Ph 3 Sec 1 FP	ETJ	17901 FM 1826	Final Plat for 1 Commercial Lot	Approved with conditions
SUB2022-0013 Driftwood Sub Ph 3 Sec 2 FP	ETJ	17901 FM 1826	FP for 11 single-family residential lots, 1 open space lot, and 1 private street lot on 34.67 acres	Approved with conditions
SUB2021-0011 Double L Phase 1 Prelim Plat	ETJ	1.5 miles N of US 290 & RR 12	PP for 243 residential units and 1 amenity center	Approval with Conditions
SUB2022-0017 Rob Shelton - Cannon	CL	Rob Shelton Boulevard	Construction Plans	Approved
SUB2022-0021 Headwaters at BC Phase 3 CP	ETJ	Intersection of Hazy Hills Loop and Roy Branch Road	Construction Plans	Approved with conditions
SUB2022-0023 Overlook at Bunker Ranch CP	CL	2004 Creek Road	Construction Plans for 12 single family lots with 1 drainage lot	Approved with conditions
SUB2022-0028 Parten Ranch Phase 8	ETJ	End of Bird Hollow near Trickling Brook Road Intersection	90 Lot Subdivision	Approved with conditions
SUB2022-0029 Vitovich Plaza, Lot 1 Replat	ETJ	Bell Springs Rd	From one lot to two lots	Approved
SUB2022-0030 Burke Subdivision, Lot 1A Replat		20650 FM 150	From one lot to two lots	Approved with conditions
SUB2022-0031 Patriots Hall AP	ETJ	231 Patriots Hall Blvd	Combining the existing 4 lots into 1 lot	Waiting for Resubmittal
SUB2022-0033 The Ranch at Caliterra	ETJ	Premier Park Loop	Preliminary plat of the Carter tract with 243 lots	Under Review
SUB2022-0036 Driftwood Creek FM 150 12 Treated Effluent and 10 Raw Wastewater Force mains Ph I and II	ETJ	FM 150	12 inch treated effluent line and 10 inch wastewater force mains to connect with Dripping Springs WWTP	Waiting for Resubmittal
SUB2022-0037 Re-subdivision of Lot 2, Driftwood 967 Phase One FP	ETJ	Near the intersection of FM 1826 and FM 967	Replating the already platted lot for mixed-use development. This is to be part of the Driftwood Development	Approved
SUB2022-0039 Village Grove Preliminary Plat	CL	Sports Park Rd	Village Grove PDD. This is 112.40 acres including 207 lots, 511 residential units, and 6.82 acres will be commercial	Waiting for Resubmittal
SUB2022-0040 102 S Bluff St CP	CL	Hays st	Construction Plans for 7 lots. Six of which are residential and 1 will be landscaping	Waiting for Resubmittal
SUB2022-0041 Hays St Preliminary Plat	CL	Hays st	Preliminary Plat for 7 lots. Six of which are residential and 1 will be landscaping	Waiting for Resubmittal
SUB2022-0042 Silver Creek Subdivision	ETJ	Silver Creek Rd	70-acre tract to be developed into a 28 single family lots with access, paving, on-site sewage, water supply well, and an undisturbed open space	Approved with conditions
SUB2022-0043 Howard Ranch Sec 4 Lots 62 & 63 AP	ETJ	590 Cypress Creek Dr	An amending plat to remove a site parking area from the single family lot. This request is by the property owner.	Waiting for Resubmittal
SUB2022-0045 Ellington Estates MP	ETJ	206 Darden Hill Rd	Legalizing the lot	Waiting for Resubmittal
SUB2022-0046 Kali Kate	ETJ	4550 FM 967	City of Dripping Springs and City of Buda Interlocal Agreement	Waiting for Resubmittal
SUB2022-0047 Ariza West 290	ETJ	13900 W US Highway 290	The Final Plat for an apartment complex	Waiting for Resubmittal
SUB2022-0048 Wild Ridge Phase 1 CP	CL	E US 290	Construction plans for phase 1 of Wild Ridge	Waiting for Resubmittal
SUB2022-0049 Serenity Hills	ETJ	1111 HAYS COUNTRY ACRES ROAD	50 Lot subdivision in Dripping Springs ETJ	Waiting for Resubmittal
SUB2022-0050 North 40, Section 2, Block B, Lots 1, 2, 29, and 30	CL	28501 RR 12	Amending Plat to combine 4 lots into 1	Waiting for Resubmittal
SUB2022-0051 AP Caliterra Phase 3, Sec 9, Lot 39 Blk D	ETJ	Soaring Hill Rd	The amendment extends a portion of the right-of-way width along the western property line within Block D Lot 39 Open Space, Drainage and Water Quality Easements lot.	In Administrative Completeness
SUB2022-0052 Village Grove Phase 1 CP	CL	Sports Park Rd	The construction plans for phase 1 of the Village Grove development	Waiting for Resubmittal
SUB2023-0001 Village Grove Phase 2B CP	CL	Sports Park Rd	Residential townhome infrastructure improvements. Construction of 16 Townhome lots and roadways.	Under Review
SUB2021-0001 Roger Hanks Parkway Extension	CL	Roger Hanks	3120 LF of Collector Roadway. The infrastructure includes all associated streets, grading, and water quality improvements.	Under Review

ADMINISTRATIVE APPROVAL PROJECTS				
Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2021-0005 Dripping Springs WWTP Expansion	CL	23127 FM 150 W	Expansion of the Wastewater treatment plant	Under Review
SD2021-0021 RR 12 Commercial Kitchen	CL	28707 RR 12	Commercial kitchen that will support a catering business, no on-site dining is proposed	Approved w/ Conditions
SD2021-0013 Dreamland	ETJ			Waiting on resubmittal
SD2021-0030 Belterra Townhomes	ETJ	Belterra	Seven townhome units with associated parking, sidewalk, utilities, and drainage	Waiting on resubmittal
SD2021-0033 Bell Springs Business Park, Sec 1&2 Rev	ETJ	4955 Bell Springs	A revision for minor adjustments on site layouts, rainwater, and overall drainage & water quality	Waiting on resubmittal
SD2022-0001 Julep Commercial Park	ETJ	Northeast corner of W US 290 and Trautwein Rd	11.27 acre site of mixed-use commercial buildings with supporting driveways, water quality and detention pond, rainwater harvesting, and other utilities	Waiting on resubmittal
SD2022-0010 Wenty's Wine Bar	ETJ	5307 Bell Springs Rd	Wine bar and associated improvements	Waiting on resubmittal
SD2022-0007 Heritage Effluent Line Stage II Extension	CL	511 Mercer Street	Extension of the existing 12" effluent line north along RR12, along with an 8" effluent line that spans from Rob Shelton, across Hwy 290, and north to Heritage Stage 2	Waiting on resubmittal
SD2022-0008 Patriot's Hall Phase 1B	ETJ	231 Patriots Hall Blvd	New Patriot's Hall event building with parking, infrastructure and water quality	Waiting on resubmittal
SD2022-0013 DS Flex Business Park	CL	28513 RR 12	Construction of two shell buildings with accompanying site improvements	Waiting on resubmittal
SD2022-0011 Skybridge Academy	CL	519 Old Fitzhugh Road	Remodel/repurpose of existing historic structures, add new construction to tie together the house and garage with additional parking and revised driveway	Approved w/ Conditions
SD2022-0014 Bell Springs Site Plan (Travis Flake)	ETJ	5307 Bell Springs Rd	Office and Warehouse with drives, parking, waterline connection, and pond	Approved w/ Conditions
SD2022-0016 JWLP Lot 6 Revision 1	CL	249 Sportsplex Drive	Revision to the original site plan	Waiting on resubmittal
SD2022-0018 Office 49	ETJ	241 Frog Pond Lane	The construction of eleven office buildings of varying sizes along with the related paving, grading, drainage, and utility improvements.	Waiting on resubmittal
SD2022-0019 Double L Ranch, Phase 1	ETJ	RR 12	Construction of water, wastewater, drainage and paving improvements for 244 single family lots.	Waiting on resubmittal
SD2022-0020 Merigian Studios	ETJ	105 Daisy Lane	Art studio with driveway, parking, and external structures	Waiting on resubmittal
SD2022-0022 Belterra Medical Office	ETJ	164 Belterra Village Way	Medical office building with associated parking, sidewalk, utility and drainage improvements	Waiting on resubmittal
SD2022-0023 Christian Automotive	ETJ	100 N. Canyonwood Drive	Construction of an approximately 6,000 square feet of light automotive facility	Approved w/ Conditions
SD2022-0024 4400 US 290 SP	ETJ	4400 US 290	7 Commercial Buildings in the ETJ	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	Waiting on resubmittal
SD2022-0026 Driveway 100 US 290	CL	100 US 290	The addition of new asphalt driveway including culvert extension to create access from Wallace St.	Approved
SD2022-0027 Sawyer Ranch Lot 3A	CL	13341 W US 290	Lot 3A of the Sawyer Ranch at US 290 development. This consists of commercial buildings with parking, sidewalks, and utilities.	Approved w/ Conditions
SD2022-0028 Panda Express Revision	ETJ	12680 W US 290	Revision to the original site plan of Panda Express	Approved
SD2022-0029 Headwaters Commercial East Phase 1 SP	CL	Headwaters Blvd.	Development of a preschool with associated utility infrastructure, storm infrastructure, parking lot improvements, and a water quality/detention pond that accounts for future developments	Waiting on resubmittal
SD2022-0030 Fire Station 62	ETJ	15850 FM 1826	Renovation of existing fire station and addition of paving around west side of building.	Approved w/ Conditions
SD2022-0031 WHIM Corporate Site Plan	CL	27950 RR12	The construction of the corporate HQ for WHIM along with the site improvements needed and as shown in the site plan.	Waiting on resubmittal
SD2022-0032 Driftwood Ranch Clubhouse	ETJ	17901 FM 1826	Clubhouse buildings and parking	In Administrative Completeness
SD2022-0033 Hays County ESD EMS Station 72 - Heritage Oaks	ETJ	1 Heritage Oaks Drive	New ESD EMS Station	Approved w/ Conditions
SD2022-0035 100 Daisy Lane Site Plan	ETJ	100 Daisy Lane	A metal building for manufacturing, office, storage, tasting room for a distillery and associated paving	Under Review
SD2022-0036 Hays County ESD EMS Station 73 - RR 12	ETJ	31331 RR 12	New ESD EMS Station	Approved w/ Conditions
SD2022-0037 Burlebo	ETJ	149 American Way	Warehouse/office for business and distribution operation of Burlebo	In Administrative Completeness
SD2022-0038 CAK Capital Office Building	CL	28496 Ranch Road 12	Site improvements for future detached office building	In Administrative Completeness
SD2022-0039 Big Sky Ranch WWTP	CL	Sue Peaks Loop	Temporary Wastewater Treatment Plan and subsurface area drip disposal system to serve Big Sky Development	Waiting on resubmittal
SD2022-0040 WTCPUA Elevated Storage Tank	ETJ	304 Old Stone Road	12" waterline extension, access drive, natural vegetative filter areas, and a million gallon elevated	Waiting on resubmittal
SD2022-0041 Dripping Springs Urgent Care	CL	164 Belterra Village Way	Ground up development of an urgent care facility within the Belterra Commercial District	Waiting on resubmittal
SD2022-0043 Tiger Lane Office Complex	CL	610 W Hwy 290	Development for a car wash	Under Review
SD2022-0035 Daisy Lane SP	CL	Tiger Lane	76,000 SF of office space with parking, water quality, and utility improvements	Under Review

Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2023-0001 Arrowhead Ranch Offsite Wastewater Extension	CL	Arrowhead Ranch	To connect the existing wastewater improvements from Arrowhead to the City wastewater system.	Under Review

<i>Ongoing Projects</i>	
Comprehensive Plan	Meetings with DTJ
Cannon East	From Hilltop Vista to Gateway Village. Received comments on December 19, 2022.
Cannon Mixed-Use	DAWG Meeting Thursday, December 8