

**MUNICIPAL SERVICES AGREEMENT BETWEEN THE
CITY OF DRIPPING SPRINGS, TEXAS AND HARDY T LAND, LLC**

This Municipal Services Agreement (“Agreement”) is entered into on ____ day of _____ 2021, by and between the City of Dripping Springs, Texas, a General Rule municipality of the State of Texas, (“City”) and HARDY T LAND, LLC (“Owner”).

RECITALS

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

WHEREAS, Owner owns certain parcels of land situated in Hays County, Texas, which consists of approximately 38.680 acres of land situated in the Benjamin F Hanna Survey No. 28, Abstract No. 222, in Hays County, Texas, in the City’s extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit “A” attached and incorporated herein by reference (“Property”);

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

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

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

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

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

a. POLICE PROTECTION

The City does not provide municipal police protection but has an agreement with Hays County for protection through the Hays County Sheriff’s Office.

b. FIRE SERVICE

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

c. BUILDING INSPECTION/CODE ENFORCEMENT SERVICES

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

d. LIBRARIES

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

e. ENVIRONMENTAL HEALTH AND HEALTH CODE ENFORCEMENT SERVICES

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

f. PLANNING AND ZONING

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

g. PARKS AND RECREATION

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

h. STREET AND DRAINAGE MAINTENANCE

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

i. STREET LIGHTING

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

j. TRAFFIC ENGINEERING

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

k. SANITATION/SOLID WASTE COLLECTION AND DISPOSAL

The City does not directly provide municipal sanitation/solid waste collection and disposal

services. However, the City has granted an exclusive franchise for these services to Waste Connections, which will be notified of all newly-annexed parcels.

l. WATER SERVICE

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

m. SEWER SERVICE

The City municipal sewage collection treatment and disposal system is limited in geographic scope and ability to serve. Newly-annexed parcels will be included in the Capital Improvements Plan as appropriate, and extended services when deemed feasible in light of topography and other relevant factors. In some instances, the owners of annexed property have expressly waived any demands for sewer service pursuant to development agreements.

n. MISCELLANEOUS

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

4. ANNEXED PROPERTY REQUIREMENTS.

a. LIGHTING

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

b. ZONING

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

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

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

7. INTERPRETATION. The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

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

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

[Signature page follows.]

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

HARDY T LAND, LLC:

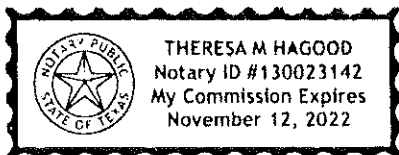
Signature

Printed Name

Title

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 29 day of June, 20212
by, Steve Harren [Name and title of individual signing] of on behalf of said
Hardy T Land, LLC [insert name of company or individual if applicable].



Notary Public, State of Texas

EXHIBIT A

Legal Description, Location Map, and Survey

38.680 ACRES
BUNKER RANCH
DRIPPING SPRINGS, TX

PROJECT NO.: 304-065
APRIL 28, 2020

LEGAL DESCRIPTION

BEING A 38.680 ACRE TRACT OUT OF THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, SITUATED IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 79.61 ACRE TRACT CONVEYED TO P & H FAMILY LIMITED PARTNERSHIP NO. 1, AS TRACT A, BY DEED OF RECORD IN VOLUME 1733, PAGE 755, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 38.680 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a ½-inch iron rod with "CEC" cap set at the northeast corner of said called 79.61 acre tract, said point being on the westerly line of a called 4.25 acre tract described in Exhibit C of said deed recorded in Volume 1733, Page 755, O.P.R.H.C.T.;

THENCE, along the common line of said called 79.61 acre tract and of said called 4.25 acre tract, S00°25'57"W, a distance of 60.03 feet to a ½ inch iron rod with "CEC" cap set for the northeast corner and the **POINT OF BEGINNING**, hereof;

THENCE, along the common line of said called 79.61 acre tract and partially of said 4.25 acre tract and then partially of a called 44.123 acre tract conveyed to the Ely and Barbara Hudson Living Trust by deed of record in Volume 2851, Page 80, O.P.R.H.C.T., S00°25'57"W, passing at a distance of 39.91 feet, a ½-inch iron rod found at the westerly common corner of said called 4.25 acre tract and of said called 44.123 acre tract, for a total distance of 652.82 feet to a ½-inch iron rod found at the westerly common corner of said 44.123 acre tract and of Bunker Ranch Phase 2, a subdivision of record in Document No. 20017197, O.P.R.H.C.T.;

THENCE, along the common line of said called 79.61 tract and partially of said Bunker Ranch Phase 2 and then partially of Bunker Ranch Phase 3, a subdivision of record in Document No. 21009701, O.P.R.H.C.T., S00°21'25"W, passing at a distance of 629.14 feet, a ½-inch iron rod with "CEC" cap set at the westerly common corner of said Bunker Ranch Phase 2 and said Bunker Ranch Phase 3, for a total distance of 722.37 feet to a ½-inch iron rod with "CEC" cap set at the northerly corner of Lot 1, Block 3, of said Bunker Ranch Phase 3, said point being on a 480.00 foot radius non-tangent curve concave southwesterly;

THENCE, over and across said called 79.61 acre tract, the following seven (7) courses and distances:

1. Westerly along the arc of said 480.00 foot radius curve a distance of 210.24 feet through a central angle of 25°05'43", and having a chord bearing N77°27'08"W and distance of 208.56 feet to a set ½-inch iron rod with "CEC" cap;
2. N90°00'00"W, a distance of 545.30 feet to a ½-inch iron rod with "CEC" cap set at the beginning of a 25.00 foot radius curve concave southeasterly;
3. Southwesterly along the arc of said 25.00 foot radius curve a distance of 39.27 feet through a central angle of 90°00'00", and having a chord bearing S45°00'00"W and distance of 35.36 feet to a set ½-inch iron rod with "CEC" cap;
4. S00°00'00"E, a distance of 60.99 feet to a set ½-inch iron rod with "CEC" cap;

38.680 ACRES
BUNKER RANCH
DRIPPING SPRINGS, TX

PROJECT NO.: 304-065
APRIL 28, 2020

5. N89°46'31"W, a distance of 292.40 feet to a set ½-inch iron rod with "CEC" cap;
6. S00°01'40"W, a distance of 214.73 feet to a set ½-inch iron rod with "CEC" cap;
7. N90°00'00"W, a distance of 82.95 feet to a ½-inch iron rod with "CEC" cap set in a common line of said called 79.61 acre tract and of a called 79.39 acre tract conveyed to P & H Family Limited Partnership No. 2 by deed of record in Volume 1733, Page 748, O.P.R.H.C.T.;

THENCE, along the common line of said called 79.61 acre tract and of said called 79.39 acre tract, the following two (2) courses and distances:

1. N19°44'58"W, a distance of 533.26 feet to a found 8 inch cedar fence post;
2. N12°13'46"E, a distance of 1,128.80 feet to a set ½ inch iron rod with "CEC" cap;

THENCE, over and across said called 79.61 acre tract, N88°43'55"E, a distance of 1,100.12 feet to the **POINT OF BEGINNING**, and containing 38.680 acres (1,684,900 square feet) of land, more or less.

THE BASIS OF BEARING OF THIS SURVEY IS TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NSRS 2011(2012A), UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.

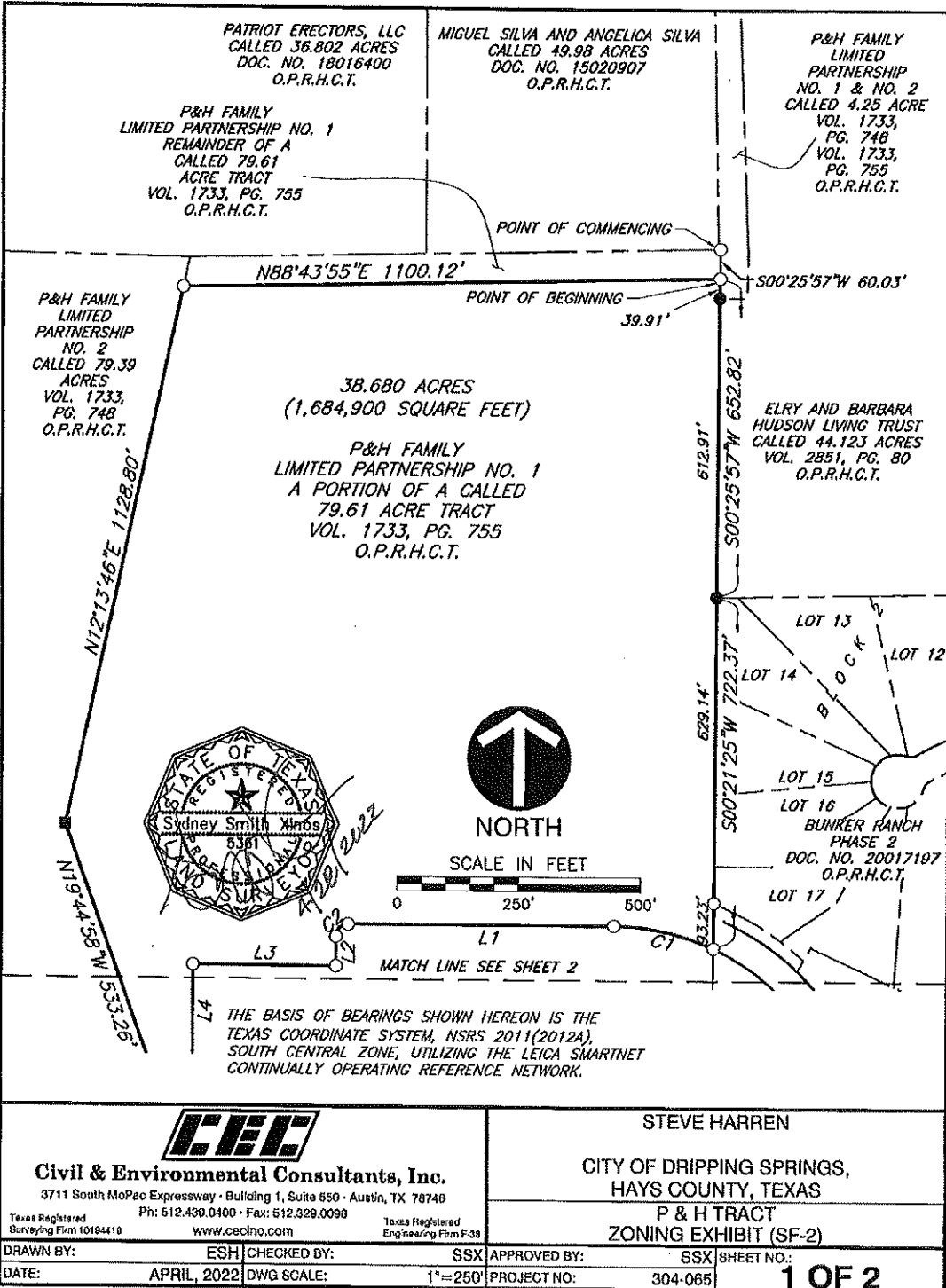
Witness my hand and seal this 28th day of April, 2022.



Sydney Smith Xmos, R.P.L.S. 5361
Civil & Environmental Consultants, Inc.
3711 S. MoPac Expressway, Building 1, Suite 550
Austin, TX 78746
Texas Registered Surveying Firm No. 10194419

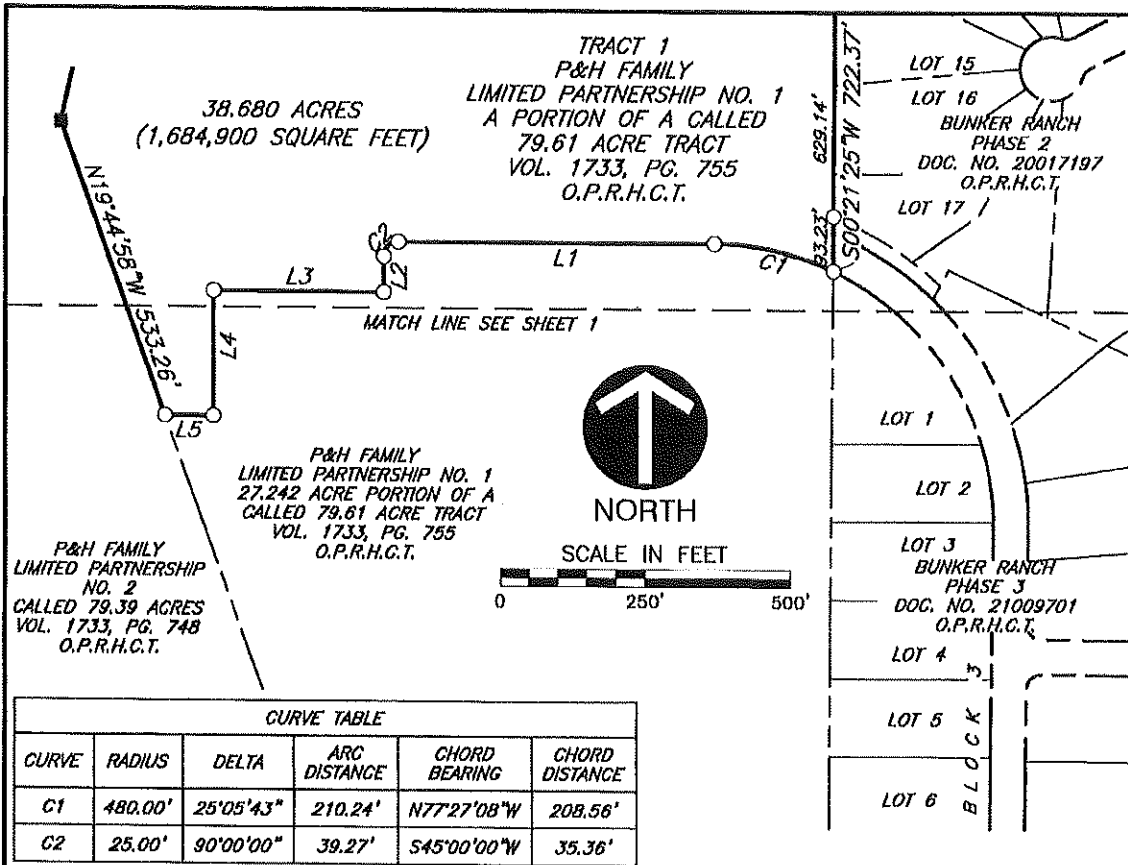


P:\300-0001\304-0651-Survey\Draw\304-065-SHOT P AND H EXHIBIT NORTH HALF ANNEXATION.dwg[EXHIBIT SHEET 1 OF 2] LS:04/28/2022 - 3:40 PM - LP: 4/28/2022 3:40 PM



<p>Civil & Environmental Consultants, Inc. 3711 South MoPac Expressway - Building 1, Suite 550 - Austin, TX 78748 Ph: 512.439.0400 • Fax: 512.329.0098 Texas Registered Surveying Firm 10184410 www.ceclno.com Texas Registered Engineering Firm F-38</p>	<p>STEVE HARREN</p> <p>CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS</p> <p>P & H TRACT ZONING EXHIBIT (SF-2)</p>	
	<p>DRAWN BY: ESH</p> <p>DATE: APRIL, 2022</p>	<p>CHECKED BY: SSX</p> <p>DWG SCALE: 1"=250'</p>

P:\300-000\304-065-Survey\Drawings\304-065-5101 P AND H EXHIBIT NORTH HALF ANNEXATION.dwg (EXHIBIT SHEET 2 OF 2) LS:(04/28/2022 - abpsh) - LP: 5/1/2022 7:57 PM




CURVE TABLE					
CURVE	RADIUS	DELTA	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	480.00'	25°05'43"	210.24'	N77°27'08"W	208.56'
C2	25.00'	90°00'00"	39.27'	S45°00'00"W	35.36'

THE BASIS OF BEARINGS SHOWN HEREON IS THE TEXAS COORDINATE SYSTEM, NSRS 2011(2012A), SOUTH CENTRAL ZONE, UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N90°00'00"W	545.30'
L2	S00°00'00"E	60.99'
L3	N89°46'31"W	292.40'
L4	S00°01'40"W	214.73'
L5	N90°00'00"W	82.95'

LEGEND:

- 1/2" IRON ROD FOUND
- 8-INCH CEDAR FENCE POST FOUND
- 1/2" IRON ROD SET W/ "CEC" CAP
- SUBJECT PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- DOC. NO. DOCUMENT NUMBER
- VOL. VOLUME
- PG. PAGE

 Civil & Environmental Consultants, Inc. 3711 South MoPac Expressway · Building 1, Suite 550 · Austin, TX 78746 Ph: 512.439.0400 · Fax: 512.329.0098 Texas Registered Surveying Firm 10193419 www.cecinc.com Texas Registered Engineering Firm 1-39	STEVE HARREN	
	CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS	
P & H TRACT ZONING EXHIBIT (SF-2)		
DRAWN BY: ESH	CHECKED BY: SSX	APPROVED BY: SSX SHEET NO.: 2 OF 2
DATE: MAY, 2022	DWG SCALE: 1"=250'	PROJECT NO: 304-065