

## ROAD AGREEMENT

### STATE OF TEXAS

### COUNTY OF HAYS

This Road Agreement (this “Agreement”) is entered into between the City of Dripping Springs (the “City”) and Double L Development, LLC, a Texas limited liability company (the “Developer”). The City and the Developer are collectively referred to as the “Parties.”

### RECITALS

The City, Developer, and Landowners (as defined in the Development Agreement) entered into that certain Amended and Restated Development Agreement for Anarene Investments Tract dated October 29, 2021 (the “Development Agreement”).

The City and Developer desire to enter this Agreement to express the Parties’ intent and understanding, as set forth herein, regarding construction of the roads shown on Exhibit G of the Development Agreement.

The Parties intend for Exhibit G-1 Addendum attached hereto to define the means and methods for construction of the roads shown on Exhibit G of the Development Agreement, pursuant to the terms of the Development Agreement.

### AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the City and Developer hereby agree as follows:

#### 1.1 Road Improvements.

- A) The Developer will construct, or cause to be constructed, the road improvements set forth in **Exhibit A** and illustrated in **Exhibit G-1 Addendum** attached hereto, at the time of developing the corresponding areas of development, all as set forth in **Exhibit A** and **Exhibit G-1 Addendum**.
- B) Upon City approval of the plans for Double L Phase 1, the City agrees (i) to issue the subdivision construction permit for Double L Phase 1 and (ii) that construction of improvements to serve Double L Phase 1 may proceed with the temporary drive permits issued by the Texas Department of Transportation (“TxDOT”). Provided, however, paving may not proceed until a TxDOT donation agreement(s) required by TxDOT for Double L Phase 1 Improvements per currently approved phase 1 Traffic Impact Analysis and Exhibit G-1 Addendum for First Area of Development has been executed by the Developer.

- 1.2 Traffic Impact Analysis.** The Developer shall cause to be constructed road improvements, including signalization, required by the Traffic Impact Analysis (“TIA”) to be completed for development beyond Phase 1 of the project in accordance with the Development Agreement.
- 1.3 Right-of-Way.** The Developer agrees to provide the right-of-way necessary to construct the remaining arterial extending from the four-lane arterial constructed in the first area of development to the connection to Big Sky (which connection to Big Sky is 2 lanes) and Wildridge (the “Road Extension”), as shown generally on Exhibit G-1 Addendum, in accordance with this Section 1.3. Prior to recording a final plat for the Second Area of Development illustrated on Exhibit G-1 Addendum, Developer agrees to convey or cause to be conveyed, fee title to the land on which the Road Extension is anticipated to be constructed (“Anticipated ROW”) by special warranty deed to Hays County Municipal Utility District No. 7A (the “District”). In the event the applicable portion of the Road Extension has not commenced in accordance with the dates set forth in the Development Agreement, the City may request that the District grant a right of way easement (the “Easement”) to the City or County over such Anticipated ROW. In such event, the City shall submit a written request to the District to grant the Easement, along with evidence of available funds to be expended by the City and/or County to construct the Road Extension (“Proof of Funds”). Following receipt of the written request and Proof of Funds, the District will grant the Easement to the City or County, as requested, which Easement will be temporary and automatically terminate and be of no further force and effect upon the earlier to occur of (a) the recordation of a separate instrument conveying property to the County for public right-of-way purposes as part of the final alignment of the applicable portion of the Road Extension, or (b) the date upon which a plat (or replat) is recorded that dedicates property for public right-of-way purposes for the applicable portion of the Road Extension. The District’s obligation to grant the Easement to the City or County, as set forth in this Section, shall terminate upon commencement of construction of the Road Extension.

**CITY OF DRIPPING SPRINGS, TEXAS**

By: \_\_\_\_\_  
Bill Foulds, Jr., Mayor

ATTEST:

By: \_\_\_\_\_  
City Secretary

**DOUBLE L DEVELOPMENT, LLC,  
a Texas limited liability company**

By: \_\_\_\_\_  
David A. Cannon, Manager

**Exhibit A**

**EXHIBIT G-1 ADDENDUM**