

ORIGINAL

STATE OF TEXAS

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COUNTY OF HAYS

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Development Agreement:
Caliterra Subdivision

between:

City of Dripping Springs

and

Development Solutions CAT, LLC, Owner

January 14, 2014

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DEVELOPMENT AGREEMENT

STATE OF TEXAS §
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 COUNTY OF HAYS §

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

RECITALS:

WHEREAS, Owners own approximately 592 acres of land (the “Land”) located primarily within the extraterritorial jurisdiction (ETJ) of the City and in Hays County, Texas (the “County”), which is more fully described on the attached *Exhibit A*; and

WHEREAS, Owners intend to develop the Land as a master-planned, mixed-use community that will include commercial and residential uses, together with open space, environmental preservation areas, and commercial development to benefit the residents and property owners of the community, as well as other residents of the City, the City’s ETJ, and the County; and

WHEREAS, the development may also include facilities that will attract and serve tourists and visitors to the area. In this Agreement, the Land, as it will be developed, is sometimes referred to as the “Project;” and

WHEREAS, this Land (more or less) is subject to an agreement executed in 1999 (amended in 2002) between the City and Coyote Crew Ranch, Ltd. (to whom the Owners are successors in interest), which addresses annexation (and other matters), which survives enactment of this Agreement; and

WHEREAS, the City is located in a rapidly growing area of the County and new construction and land development will impact the future character of the City; and

WHEREAS, the City has adopted a Comprehensive Plan to guide the City in planning for future growth and development and the City Council finds that this Development Agreement is consistent with the Comprehensive Plan; and

WHEREAS, the City has determined that development agreements with developers of master-planned communities such as the Project will benefit the City by establishing land

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

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

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

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

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

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

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

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

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

ARTICLE 1. DEFINITIONS

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

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

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

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

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

ARTICLE 2. PUBLIC BENEFITS, INFRASTRUCTURE & AMENITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3. PROPERTY DEVELOPMENT

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

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

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

3.2 Project Approvals & Entitlements:

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

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

3.2.3 Density of Development:

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

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

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

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

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

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

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

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

3.3 Further Approvals:

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

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

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

3.5 Conceptual Plan Amendments:

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

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

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

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

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

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

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

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

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

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

3.9 Oak Wilt:

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

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

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

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

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

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

ARTICLE 4. ADDITIONAL MATTERS

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

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

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

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

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

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

ARTICLE 5. AUTHORITY

5.1 Term:

5.1.1 Initial Term. The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years thereafter (“Initial Term”), unless sooner terminated under this Agreement. After the Initial Term, the Agreement may be extended for up to three successive five (5) year periods by Owners, with City’s approval, by delivering written notice of such election to the City on or before the expiration of the then-current term.

5.1.2 Extensions. In order to extend the term of this Agreement beyond the Initial Term and the three five-year extension periods described in 5.1.1, Owners must notify the City in writing at least one hundred eighty (180) days prior to the last day of the then-current term that it wishes to renew this Agreement. The City will then place the renewal of this Agreement on the agenda for the next regularly scheduled meeting of the City Council for consideration. The renewal of this Agreement by the City after the Initial Term and three (3) five (5) year extension periods will be at both the City’s and Owners’ discretion, and the parties agree that neither the City nor Owners is under any obligation to renew this Agreement after the Initial Term. The total duration of this Agreement and any successive renewals shall not exceed thirty (30) years.

5.1.3 Expiration. After the Initial Term and any extension, this Agreement will be of no further force and effect, except that termination will not affect any right or obligation arising from Project Approvals previously granted.

5.1.4 Termination or Amendment. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the City and Owners, or may be terminated or amended only as to a portion of the Land by the mutual written consent of the City and the Owners of only the portion of the Land affected by the amendment or termination.

5.2 Authority: This Agreement is entered under the statutory authority of Sections 42.044 and 212.172 of the *Local Government Code*. The Parties intend that this Agreement guarantee the continuation of the extraterritorial status of portions of the Land as provided in this Agreement; authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning upon annexation of any portion of the Land to the City.

5.3 Applicable Rules: As of the Effective Date, Owners have initiated the subdivision and development permit process for the Project. The City agrees that, in accordance with

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

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

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

5.6 Cooperation:

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

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

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

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

ARTICLE 6. GENERAL PROVISIONS

6.1 Assignment & Binding Effect:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

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

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

OWNERS:

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

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

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

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

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

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

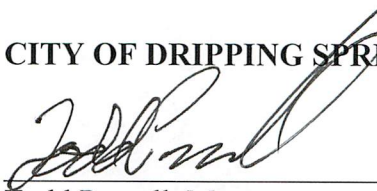
STATE OF TEXAS

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§
§

COUNTY OF HAYS

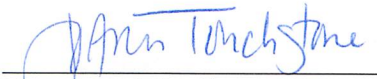
IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below, to be effective on the date the last party signs.

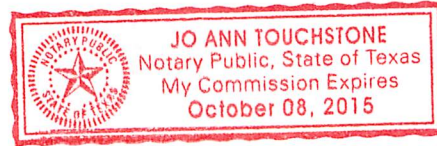
CITY OF DRIPPING SPRINGS:

by: 
Todd Purcell, Mayor

date: 2/12/14

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


Notary Public, State of Texas



STATE OF TEXAS
COUNTY OF HAYS

§
§
§

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

Julie K. Braun

BY: Julie K. Braun
ITS: Vice President

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

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

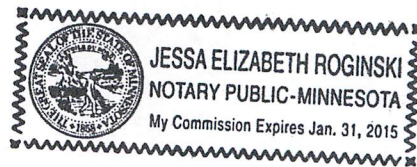


EXHIBIT A

Metes and Bounds Description of the Land

**HOLT CARSON INCORPORATED
PROFESSIONAL LAND SURVEYORS**

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

April 24, 2013

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Northwest corner of the herein described tract, from which a 1/2" iron rod found at the Northeast corner of said (105.54 acre) Hornton tract bears, N 04 deg. 41'06" W 256.59 ft.;

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

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

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

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

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

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

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

SURVEYED: April 24th, 2013


Holt Carson

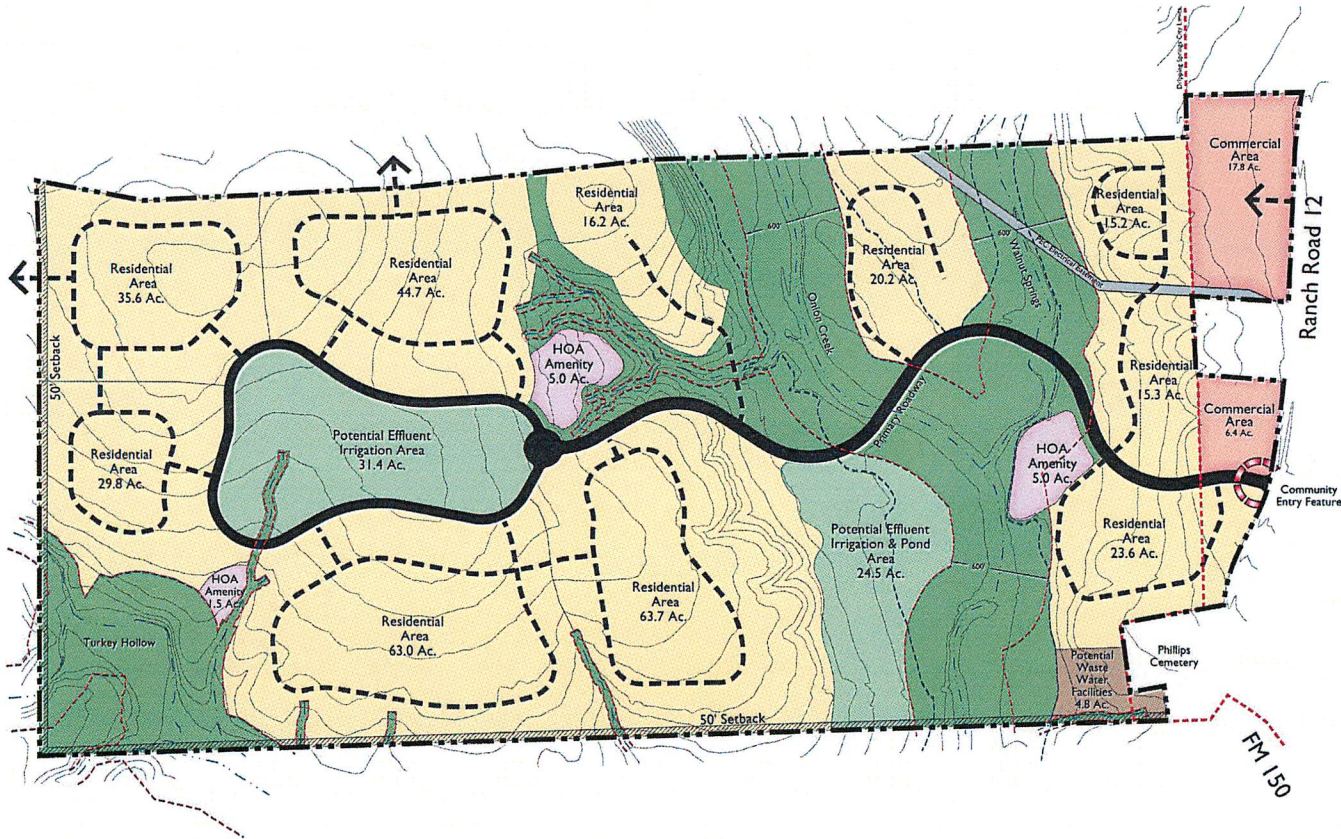
Registered Professional Land Surveyor No. 5166



reference map no. B 877002

EXHIBIT B

Conceptual Plan



Legend

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

Land Use Schedule

Use	Acres	Percentage
Commercial Area	24.2 Ac.	4.1 %
Residential Area (600 Lots)	327.3 Ac.	55.3 %
HOA Amenities Centers	11.5 Ac.	1.9 %
Primary ROW	17.9 Ac.	3.0 %
Potential Waste Water Facilities	4.8 Ac.	0.8 %
PEC Electrical Easement	3.3 Ac.	0.6 %
Open Space	202.9 Ac.	34.3 %
Potential Phosphate Springs Area, Pond Area & Recreational Area - 55.9 Ac.		
Floodplain, Water Quality Buffer, Parks & Community Open Space - 147.8 Ac.		
TOTAL	591.9 Ac.	100 %

Calterra
Dripping Springs, Texas

CONCEPTUAL PLAN (Exhibit B to Development Agreement)

SCALE: 1" = 300'
0 150 300 450 600
DATE: 12-09-2013

NORTH
Note:
Topography @ 10' Contour Intervals

712 Congress Avenue, Suite 300
Austin, TX 78701
Tel: (512) 482-0332 Fax: (512) 489-0617
www.rvlplanning.com
rvl
PLANNING + LANDSCAPE ARCHITECTURE

CMA Engineering, Inc.
Civil & Environmental Engineering Services

All information furnished regarding this project is based on information received from the client. It is the responsibility of the client to provide accurate and complete information. The firm does not warrant the accuracy or completeness of the information provided. The firm is not responsible for any errors or omissions in this plan or any other documents prepared by the firm. The firm is not responsible for any actions taken by the client or any other parties based on this plan or any other documents prepared by the firm.

14021130 DPK BK V01 P2 4978 255

EXHIBIT C

Project Approvals, including Variances and Exceptions

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

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

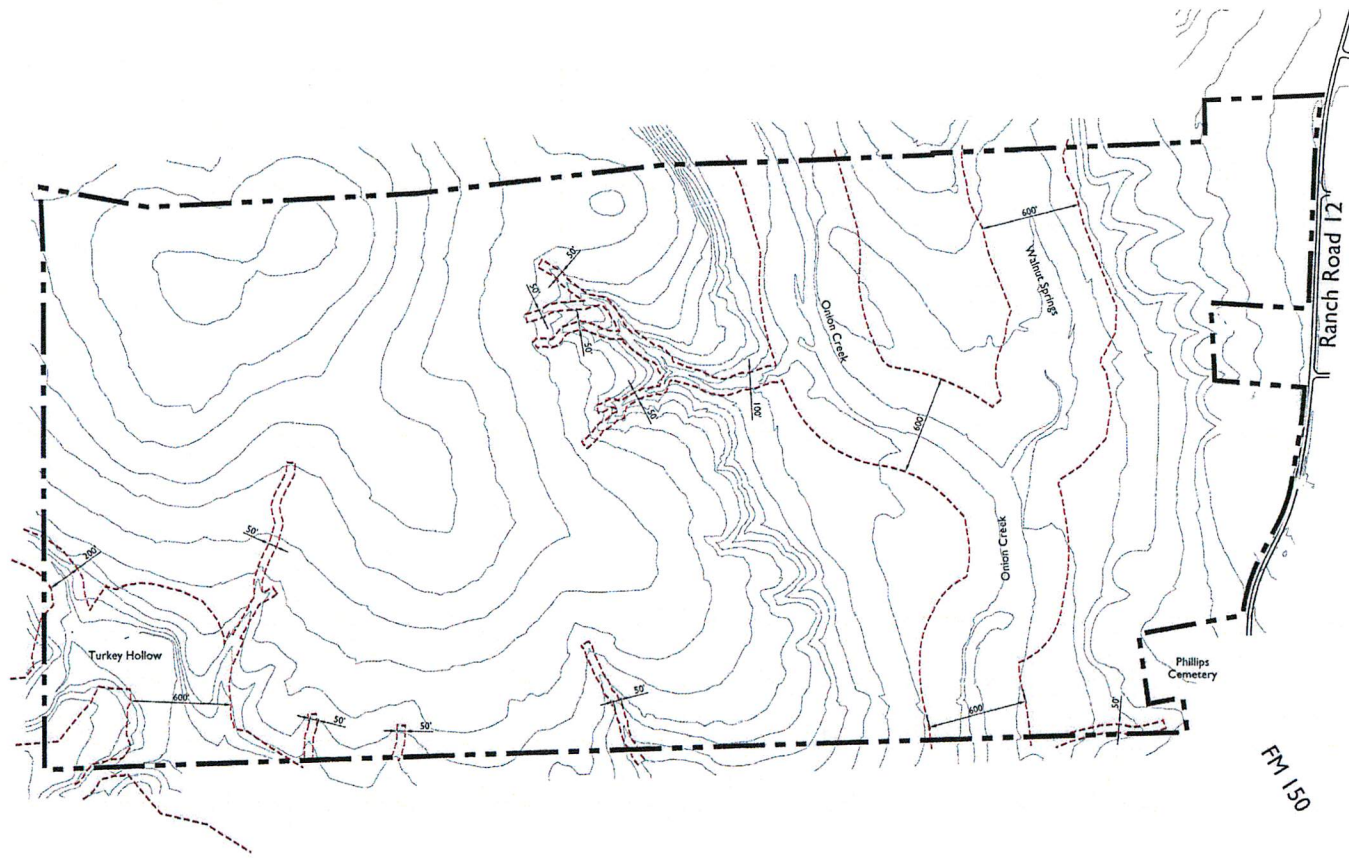
#	Ordinance	Description	Requirement	Requested Variance	Justification
13	(Exhibit A), 13.2	Intersecting Streets	Blocks shall not be less than four hundred feet (400') in length	Blocks shall not be less than two hundred feet (200') in length	Considering unique topographic conditions that may reduce intersection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

January 14, 2014

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

EXHIBIT D

Buffer Zones



Legend	
	Water Quality Buffer Zone

Note

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

PROJECT ID: 14021130
 BK VOL PG
 14021130 OPR 4978 262

EXHIBIT E

APPROVED PLANT LIST

Exhibit E – Approved Plant List

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

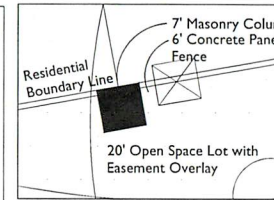
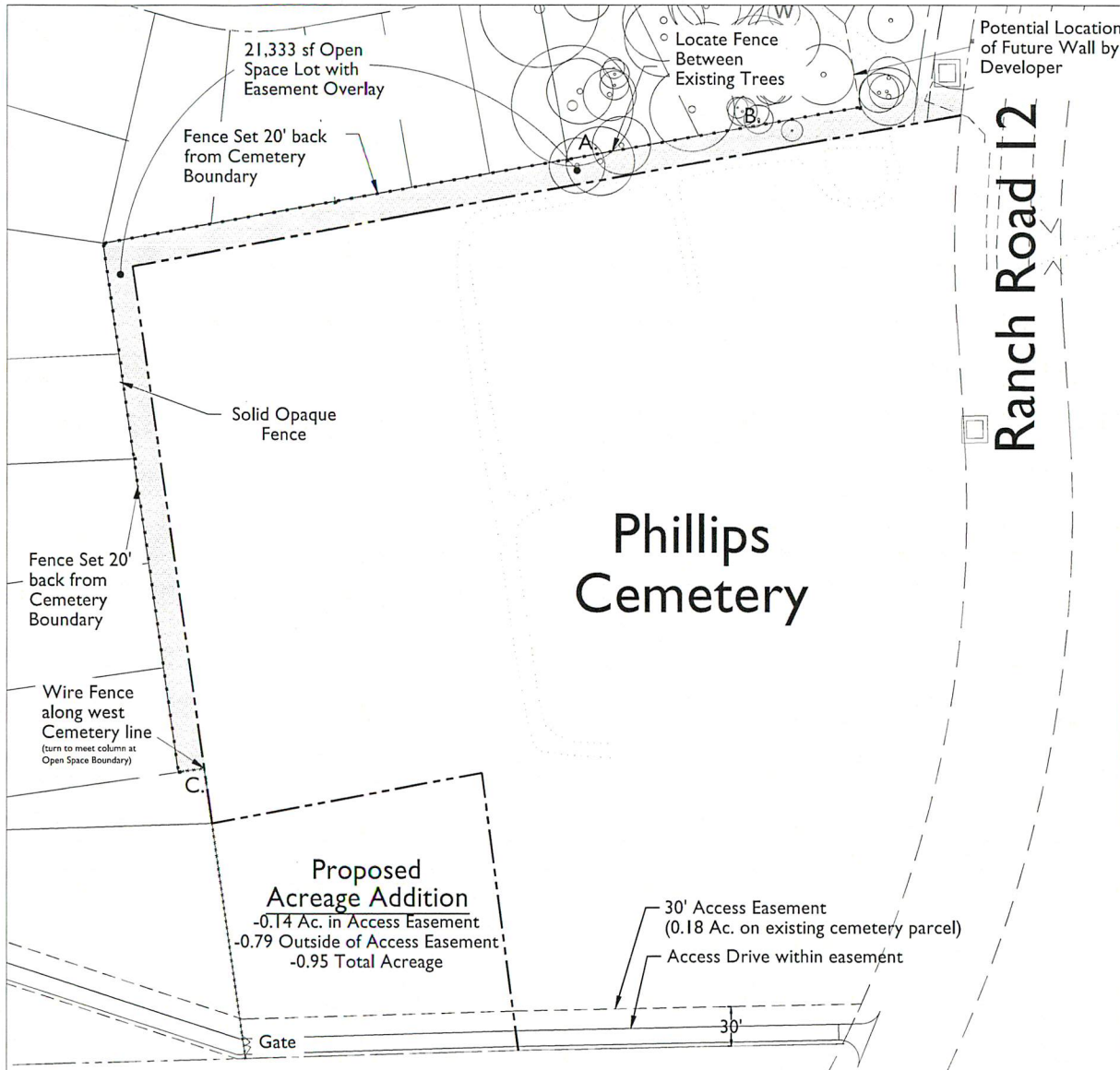
EXHIBIT F

EXHIBIT F

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

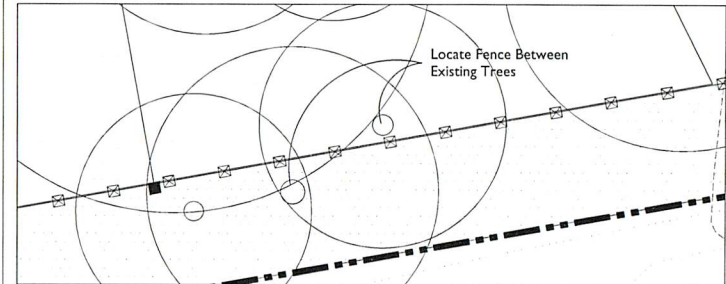
Category	Maximum Number of Dwelling Units
Single Family Residential	85
Duplex	85
Townhomes	121
Condominiums	170
Apartments	171
Maximum Dwelling Units on Commercial:	171

Phillips Cemetery Fencing

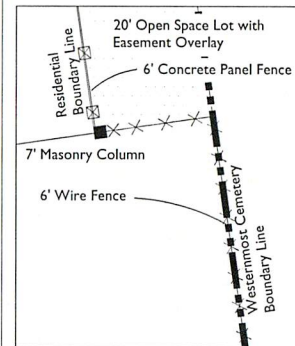


A. Condition at Column

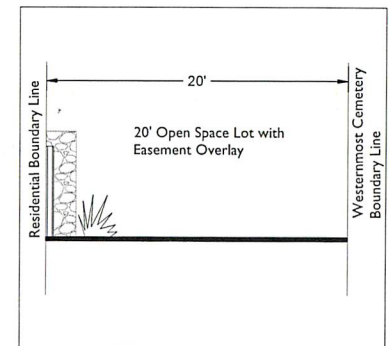
Fence Legend	
A.	6' Concrete Panel Fence
B.	6' Wire Fence
	7' 2x2' Masonry Column



B. Condition at Existing Trees



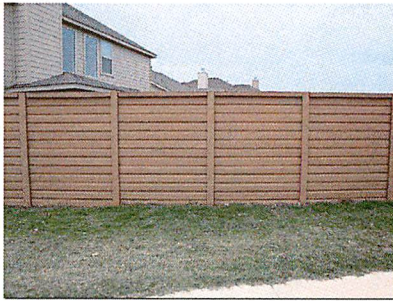
C. Condition at End of 20' Open Space



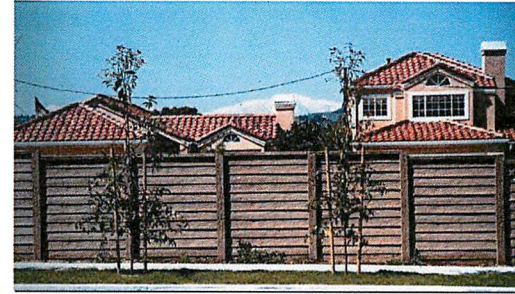
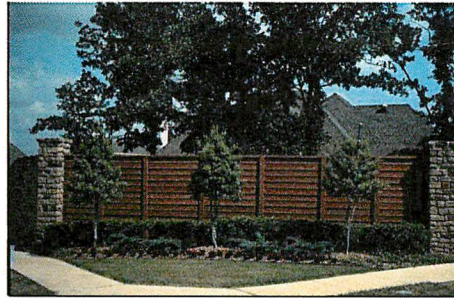
D. Sectional Diagram

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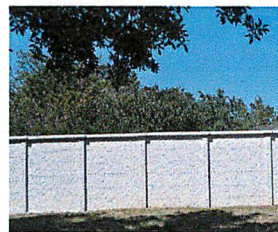
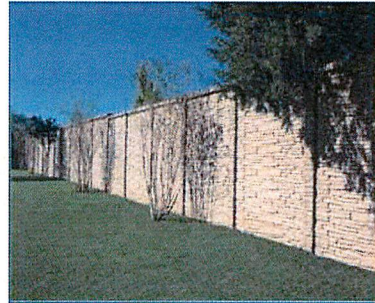
<h1>Caliterra</h1> <p>Dripping Springs, Texas</p>	<h2>Phillips Cemetery - (Exhibit ____)</h2>	<p>712 Congress Avenue, Suite 300 Austin, TX 78701 Tel: (512) 480-0032 Fax: (512) 480-0617 www.rvpplanning.com</p>
<p>SCALE: 1" = 40' 0' 20' 40' 80'</p> <p>DATE: 01-06-2014</p>	NORTH (2' Contour Interval)	<p>All information furnished regarding this property is from sources deemed reliable. However, RVP has not made an independent investigation of these sources and no warranty or representation is made by RVP as to the accuracy thereof and same is intended to be subject to errors, omissions, and other conditions. This land plan is intended to convey information and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice, to make changes to this plan and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective.</p>



Concrete (Wood Look)



Concrete (Stone Look)



Concrete (Stucco Look)



Welded Wire - Powder Coated

Caliterra
Dripping Springs, Texas

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

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

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



All information furnished regarding this property is from sources deemed reliable. However, RVL has not made an independent investigation of these sources and no warranty or representation is made by RVL as to the accuracy thereof and same is intended subject to errors, omissions, and other conditions. This plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice, to make changes to the final and other aspects of the development to comply with governmental requirements and to fulfill its marketing objectives.