

ORDINANCE NO. 20181213-021

AN ORDINANCE ADOPTING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUSTIN, TEXAS, AND THE CITY OF DRIPPING SPRINGS, TEXAS, CONCERNING THE RELEASE OF A PORTION OF AUSTIN'S EXTRATERRITORIAL JURISDICTION LOCATED IN THE BARTON SPRINGS ZONE TO DRIPPING SPRINGS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. The Council approves the Interlocal Agreement ("Agreement") between the City of Austin ("Austin") and the City of Dripping Springs ("Dripping Springs"), in substantially the format attached as **Exhibit "A,"** and finds that:

- (A) Dripping Springs requested that Austin release from its extraterritorial jurisdiction (ETJ) the territory consisting of approximately 33 acres as identified in the Agreement which is attached to and incorporated as a part of this ordinance.
- (B) Austin has agreed to release the territory to Dripping Springs as set out in this Agreement.
- (C) All procedural requirements imposed by state law for the adoption of this Agreement have been met.

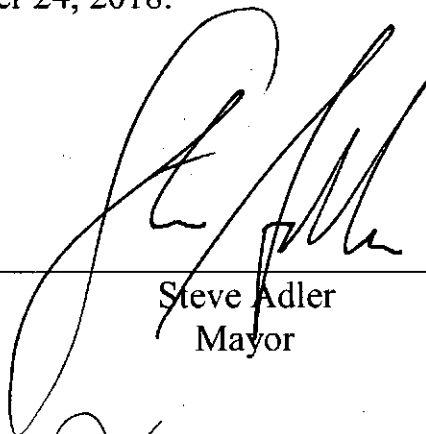
PART 2. The City Manager or his designee is authorized and directed to negotiate and execute the Agreement and do what is necessary to implement the Agreement, including revising the City of Austin's map of its ETJ to reflect the release of the territory identified in the Agreement attached as **Exhibit "A"** to this ordinance.

PART 3. This ordinance takes effect on December 24, 2018.

PASSED AND APPROVED

December 13, 2018

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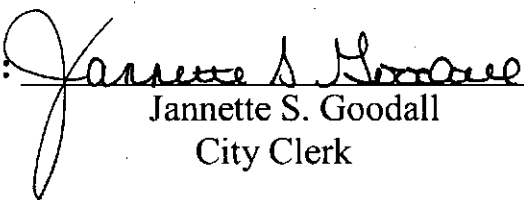
Steve Adler
Mayor

APPROVED:



Anne L. Morgan
City Attorney

ATTEST:



Jannette S. Goodall
City Clerk

EXHIBIT "A"

Interlocal Cooperation Agreement

INTERLOCAL COOPERATION AGREEMENT

This **Interlocal Cooperation Agreement** ("Agreement") is made and entered into effective as of the date of execution by authorized representatives of the parties, by and between the **City of Austin, Texas** ("Austin"), a Texas home-rule municipal corporation, and the **City of Dripping Springs, Texas** ("Dripping Springs"), a Texas Type A general law municipality, acting by and through their authorized representatives.

Recitals

WHEREAS, Austin and Dripping Springs (sometimes hereinafter collectively referred to as the "Cities" or "Parties") recognize that both the public interest and good government are best served by long-term, mutually cooperative relationships between neighboring cities; and

WHEREAS, agreements that establish boundaries within which specific duties are performed and standards are applied in a convenient and cost effective manner to assure quality urban planning and development serve the best interests of all citizens; and

WHEREAS, agreements regarding areas adjacent to the Cities' respective corporate limits or extraterritorial jurisdiction ("ETJ") will assist and enhance the planning and development of capital improvement programs and services; and

WHEREAS, Dripping Springs has requested that Austin release that portion of Austin's ETJ owned by Randall Roessler and R. Lee Bryant consisting of approximately 33 acres more particularly described in **Exhibits "A-1 and A-2"** (the "Release Area") attached and incorporated for all purposes. Austin has agreed to release the Release Area to Dripping Springs as set out in this Agreement so that the Release Area can be annexed into the Dripping Springs city limits; and

WHEREAS, this Agreement will accomplish legitimate public purposes of both Cities and will permit dependable urban planning that will benefit the public health, safety, and welfare of the Cities' respective present and future citizens;

NOW, THEREFORE, pursuant to Chapter 791, Texas Government Code, and Chapter 42, Texas Local Government Code, and as otherwise authorized and permitted by the City Charter of Austin, the City Charter of Dripping Springs, and the laws of the State of Texas, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the citizens of the Cities, and subject to each and every term and condition of this Agreement, the Parties contract, covenant and agree as follows:

ARTICLE ONE FINDINGS AND DECLARATION

- 1.1. Fact Findings.** The recitals in this Agreement are incorporated for all purposes and are found by the respective city councils of Austin and Dripping Springs to be true and correct. It is further found and determined that both the governing bodies of Austin and Dripping Springs have authorized and approved this Agreement by ordinance duly adopted by the respective governing body.
- 1.2. Future Development Requirements.** The application and enforcement of the Development Regulations in the Release Area, as set out in section 3.2 of this Agreement, are reasonable and necessary for the preservation and protection of water quality, the watershed, and valuable natural resources.

ARTICLE TWO EFFECTIVE DATE AND NATURE OF AGREEMENT

- 2.1. Effective Date, Term.** The term of this Agreement shall commence on the date this Agreement is signed by authorized representatives of both Cities ("Effective Date"), and shall remain in effect unless terminated by the Parties under section 5.7 of this Agreement.
- 2.2. Intent and Purpose.** The intent and purpose of this Agreement is to provide for effective and efficient urban planning, the review and approval of land development, and the planning of future municipal services, for the geographic area shown in the Release Area.

- 2.3. Property.** The parties agree and intend that when identifying the Release Area, the description in **Exhibits "A-1 and A-2"** and depicted in **Exhibit "A-3"** shall control over any and all word descriptions in case of conflict; provided that to the fullest possible extent the Property shall be construed and interpreted in a manner to give effect to and remain consistent with the law applicable to ascertaining the boundaries of political subdivisions.

ARTICLE THREE ACTIONS BY DRIPPING SPRINGS

- 3.1. Urban Planning.** Dripping Springs will provide urban planning for the Release Area and will review, regulate, and enforce all relevant portions of the City of Dripping Springs development codes and standards within the Release Area, including, but not limited to, regulations addressing site development, subdivision, water quality, and stormwater management.
- 3.2. Development Regulations in the Release Area.** Dripping Springs agrees that the Release Area is limited to a maximum of thirty percent (30%) impervious cover on a gross site area basis and agrees to enact the necessary regulations to effectuate this impervious cover limitation. Dripping Springs agrees that developments within the Release Area will comply with Dripping Springs' water quality treatment requirements in effect at the time of permit application. Dripping Springs agrees that the impervious cover limit applies to the physical impervious cover, not effective impervious cover, as those terms are defined by Dripping Springs City Code, regardless of any other regulation or criteria. Development on the subject tracts shall be designed to achieve 100% removal of annual pollutant loads for the pollutants specified in Section 10 (*Non-Point Source Pollution Control Management Performance Standards*) of the City of Dripping Springs Technical Construction Standards and Specifications Manual.

- 3.3. Compliance.** The standards, regulations, and conditions set forth in this Agreement for the review and approval of development within the Release Area shall be applied and enforced by Dripping Springs, its officers, employees, agents and representatives, in a manner consistent with the wording and intent of this Agreement. Any amendments to the Dripping Springs regulations will retain the conditions established in section 3.2 of this Agreement for the Released Area for the term of this Agreement. Failure to comply with the standards and regulations set forth in or the intent of this Agreement shall be considered an event of default.

ARTICLE FOUR ACTIONS BY AUSTIN

- 4.1. Release of ETJ.** Austin will release to Dripping Springs the Release Area. The release of ETJ to Dripping Springs will occur upon execution of this Agreement by both Parties; provided that such release is subject to the condition that Dripping Springs agrees to apply and enforce the standards, regulations and conditions set forth in this Agreement for the review and approval of development within the Release Area. It is the intent of the Parties that the Release Area be released to Dripping Springs and to no other municipality. In the event that this Agreement or the release of the Release Area to Dripping Springs are found to be ineffective or invalid, the release of the Release Area to Dripping Springs hereunder shall be void and the Release Area shall be deemed never to have been released from Austin's ETJ.

ARTICLE FIVE GENERAL AND MISCELLANEOUS

- 5.1. Development Approval and Policy Making Authority.** Dripping Springs shall have exclusive responsibility for urban planning within the Release Area that is consistent with this Agreement, and the approval of land development and subdivisions within the Release Area in compliance with this Agreement. Dripping Springs shall further have control, supervision, and policy making authority for and with respect to city services and future services within the Release Area, to the fullest extent authorized by state law and not inconsistent with this Agreement.

- 5.2. Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Cities to undertake any other action or to provide any service within the Release Area, except as specifically set forth in this Agreement.
- 5.3. Jurisdiction.** This Agreement shall not be deemed to extend or increase the jurisdiction or authority of either of the Cities except as necessary to implement and give effect to this Agreement. All governmental and proprietary functions and services to be performed and provided by Dripping Springs within the Release Area shall, except as provided otherwise by state law and in this Agreement, be and remain in the sole discretion of Dripping Springs. Nothing in this Agreement shall be deemed to be applicable to, or an attempt to limit or restrict, the legal rights, authority or jurisdiction of any other governmental entity.
- 5.4. Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Cities nor to create any legal rights or claims on behalf of any third party. Neither Austin nor Dripping Springs waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.
- 5.5. Quality of Service.** Except that Dripping Springs will review and approve or disapprove subdivisions and land development within the Release Area in compliance with the requirements set forth in Section 3, this Agreement is not intended to and shall not be deemed to establish any additional requirement for, or any specific or implied additional standard or quality for, any level of planning or service to be provided by Dripping Springs within the Release Area. Provided that Dripping Springs shall enforce the planning and land development standards set forth in Section 3, the level and quality of urban planning and services to be provided within the Release Area shall be established by Dripping Springs' budgets, appropriations, resolutions and ordinances adopted by its governing body in the exercise of its legislative discretion.

- 5.6. Default and Remedies.** In the event that one Party believes that the other Party is in default of any of the provisions in this Agreement, the non-defaulting Party will make written demand to cure to the defaulting Party and give the defaulting Party up to 14 business days to cure the default or, if the curative action cannot reasonably be completed within 14 business days, the defaulting Party will commence the curative action within 14 business days and thereafter diligently pursue the curative action to completion. This period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting Party due to such default. The non-defaulting Party shall mitigate direct or consequential damages arising from any default to the extent reasonably possible under the circumstances. The Parties agree that they will use their best efforts to resolve any disputes and may engage in nonbinding arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas before initiating any lawsuit to enforce their rights under this Agreement. The Parties shall have all remedies available in law or in equity, and nothing in this Agreement shall be construed to limit either Party's right to recover damages or to seek other authorized and appropriate curative remedies if a breach of contract action is filed by a non-defaulting Party to this Agreement.
- 5.7. Termination and Amendment.** This Agreement may not be terminated or amended except in writing executed by both Austin and Dripping Springs and authorized by their respective governing bodies.
- 5.8. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance therewith. The Parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

5.9. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

5.10 Notice. Upon Execution of this Agreement, a Notice of Filing in substantially the form of the attached Exhibit "B" shall be filed of record in the Hays County Real Property Records to provide notice to future property owners and the public.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their duly authorized officers as of the date of the last Party to sign.

CITY OF AUSTIN:

By: _____
Spencer Cronk, City Manager

Date: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Spencer Cronk, City Manager of the City of Austin, a home-rule municipal corporation, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____, 2018.

[Seal]

Notary Public, State of Texas

ATTEST:

Jannette S. Goodall
City Clerk

APPROVED AS TO FORM:
CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

REVIEWED:
CITY OF AUSTIN, TEXAS
PLANNING AND ZONING DEPARTMENT

By: _____
Name: _____
Title: Assistant City Attorney

By: _____
Name: _____
Title: _____

REVIEWED:
CITY OF AUSTIN, TEXAS
WATERSHED PROTECTION DEPARTMENT

By: _____
Name: _____
Title: _____

CITY OF DRIPPING SPRINGS:

By: _____
Michelle Fischer, City Administrator

Date: _____

STATE OF Texas §

COUNTY OF Hays §

Before me, the undersigned notary, on this day personally appeared Michelle Fischer, City Administrator of City of Dripping Springs, Texas, a Texas Type A general law municipality, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____, 2018.

[Seal]

Notary Public, State of Texas

ATTEST:

Andrea Cunningham
City Secretary

EXHIBIT A-1

Bk Vol Ps
11015041 OPR 4143 661

FIELD NOTE DESCRIPTION OF 11.87 ACRES OF LAND OUT OF THE JOHN SILLARS SURVEY ABSTRACT NO. 426 IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN (15 ACRE) TRACT OF LAND AS CONVEYED TO WILBURN T. FOSTER BY DEED RECORDED IN VOLUME 174 PAGE 537 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND WITH A PLASTIC CAP IMPRINTED WITH "CAPITAL" IN THE EAST RIGHT-OF-WAY LINE OF HAYS COUNTY ROAD NO. 163, LOCALLY KNOWN AS NUTTY BROWN ROAD AND IN THE NORTH LINE OF THAT CERTAIN (15 ACRE) TRACT OF LAND AS CONVEYED TO WILBURN T. FOSTER BY DEED RECORDED IN VOLUME 174 PAGE 537 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND A SOUTHERLY LINE OF THAT CERTAIN (603.58 ACRE) TRACT OF LAND AS CONVEYED TO CPH FOSTER RANCH, L.P. BY SPECIAL WARRANTY DEED RECORDED IN VOLUME 1763 PAGE 304 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID CPH FOSTER RANCH, L.P. NOW KNOWN AS MAK FOSTER RANCH, L.P. ACCORDING TO THAT CERTAIN AFFIDAVIT OF NAME CHANGE RECORDED IN VOLUME 1988 PAGE 701 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND FOR THE NORTHEAST CORNER OF THAT CERTAIN (0.1836 ACRE) TRACT OF LAND AS CONVEYED TO THE COUNTY OF HAYS BY DEED RECORDED IN VOLUME 26373 PAGE 566 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING THE NORTHWEST CORNER AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT, AND FROM WHICH A 1/2" IRON ROD FOUND WITH A PLASTIC CAP IMPRINTED WITH "CAPITAL" IN THE PROPOSED WEST RIGHT-OF-WAY LINE OF NUTTY BROWN ROAD AND IN SAID SOUTHERLY LINE OF SAID MAK FOSTER (603.58 ACRE) TRACT BEARS S 88° 22' 05" W 90.73 FT.;

THENCE LEAVING THE EAST RIGHT-OF-WAY LINE OF NUTTY BROWN ROAD WITH THE COMMON LINE OF SAID FOSTER (15 ACRE) TRACT AND SAID MAK FOSTER (603.58 ACRE) TRACT, N 88° 22' 05" E 947.87 FT. TO A 1/2" IRON ROD SET WITH A PLASTIC CAP IMPRINTED WITH "CARSON AND BUSH PROFESSIONAL SURVEYORS" FOR THE NORTHEAST CORNER OF SAID FOSTER (15 ACRE) TRACT AND FOR THE NORTHWEST CORNER OF THAT CERTAIN (2.00 ACRE) TRACT OF LAND AS CONVEYED TO GEORGE SMITH BY DEED RECORDED IN VOLUME 1750 PAGE 638 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING THE NORTHEAST CORNER OF THIS TRACT, AND FROM WHICH A 1/2" IRON ROD FOUND WITH A PLASTIC CAP IMPRINTED WITH "CAPITAL" UNDER THE BASE OF A FENCE CORNER POST FOR AN ANGLE CORNER OF SAID MAK FOSTER (603.58 ACRE) TRACT BEARS N 88° 22' 05" E 307.78 FT.;

THENCE WITH THE EAST LINE OF SAID FOSTER (15 ACRE) TRACT, S 01° 46' 22" E 656.60 FT TO A 5/8" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID FOSTER (15 ACRE) TRACT AND FOR THE NORTHEAST CORNER OF THAT CERTAIN (16.00 ACRE) TRACT OF LAND AS CONVEYED TO CLARENCE C BUCKALEW, ET UX, BY DEED RECORDED IN VOLUME 337 PAGE 533 OF DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING THE SOUTHEAST CORNER OF THIS TRACT;

THENCE WITH THE SOUTH LINE OF SAID FOSTER (15 ACRE) TRACT, S 88° 13' 52" W 658.45 FT TO A 1/2" IRON ROD SET WITH A PLASTIC CAP IMPRINTED WITH "CARSON AND BUSH PROFESSIONAL SURVEYORS" AT A FENCE CORNER POST FOR THE SOUTHEAST CORNER OF THAT CERTAIN (1.842 ACRE) TRACT OF LAND AS CONVEYED TO DAVID LIBERSAT BY DEED RECORDED IN VOLUME 940 PAGE 240 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING THE SOUTHERLY SOUTHWEST CORNER OF THIS TRACT, AND FROM WHICH A 1/2" IRON ROD FOUND WITH A PLASTIC CAP IMPRINTED WITH "CAPITAL" IN THE SOUTH LINE OF SAID LIBERSAT (1.842 ACRE) TRACT BEARS S 88° 13' 52" W 346.86 FT;

THENCE ENTERING THE INTERIOR OF SAID FOSTER (15 ACRE) TRACT, N 07° 21' 36" W AT 241.86 FT. PASSING A 1/2" IRON PIPE FOUND FOR THE NORTHEAST CORNER OF SAID LIBERSAT (1.842 ACRE) TRACT AND FOR THE SOUTHEAST CORNER OF THAT CERTAIN (1.2179 ACRE) TRACT OF LAND AS CONVEYED TO DAVID LIBERSAT BY DEED RECORDED IN VOLUME 529 PAGE 608 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND CONTINUING WITH THE SAME BEARING FOR A TOTAL DISTANCE OF 401.71 FT. TO A 1/2" IRON PIPE FOUND FOR THE NORTHEAST CORNER OF SAID LIBERSAT (1.2179 ACRE) TRACT AND FOR THE EAST CORNER OF THAT CERTAIN (0.1894 ACRE) TRACT OF LAND AS CONVEYED TO DAVID AND KATHY LIBERSAT BY DEED RECORDED IN VOLUME 911 PAGE 397 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING AN ANGLE CORNER OF THIS TRACT,

THENCE CONTINUING ACROSS THE INTERIOR OF SAID FOSTER (15 ACRE) TRACT WITH THE NORTH LINE OF SAID LIBERSAT (0.1894 ACRE) TRACT, N 87° 23' 36" W 281.77 FT. TO A ½" IRON ROD FOUND WITH A PLASTIC CAP IMPRINTED WITH "CAPITAL" IN THE EAST RIGHT-OF-WAY LINE OF NUTTY BROWN ROAD AND FOR THE SOUTHEAST CORNER OF SAID COUNTY OF HAYS (0.1836 ACRE) TRACT, AND BEING THE WESTERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE CONTINUING ACROSS THE INTERIOR OF SAID FOSTER (15 ACRE) TRACT WITH THE EAST RIGHT-OF-WAY LINE OF NUTTY BROWN ROAD AND WITH THE EAST LINE OF SAID COUNTY OF HAYS (0.1836 ACRE) TRACT, THE FOLLOWING THREE (3) COURSES;

- 1) N 02° 37' 52" E 7.73 FT TO A ½" IRON ROD FOUND WITH A PLASTIC CAP IMPRINTED WITH "CAPITAL",
- 2) N 05° 31' 48" E 170.50 FT TO A SPINDLE FOUND IN AN ASPHALT DRIVEWAY FOR A POINT OF CURVATURE;
- 3) ALONG A CURVE TO THE LEFT WITH A RADIUS OF 5845.00 FT. FOR AN ARC LENGTH OF 61.30 FT. AND WHICH CHORD BEARS N 06° 04' 12" E 61.30 FT. TO THE PLACE OF BEGINNING, CONTAINING 11.87 ACRES OF LAND.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

EXHIBIT A-2

Bk Vol Ps
06824167 DPR 7049 618

Bk Vol Ps
04823882 DPR 3324 381

Bk Vol Ps
70027021 DPR 3248 248

FIELD NOTE DESCRIPTION
OF 20.58 ACRES OF LAND
OUT OF THE W.S. BOLTON SURVEY NO. 57
IN HAYS COUNTY, TEXAS

BEING THE SAME TRACT WHICH WAS CONVEYED TO SCHMIDT CONSTRUCTION COMPANY, BY DORA S. SCHMIDT IN A DEED DATED AUGUST 29, 1972, AND RECORDED IN VOLUME 254, AT PAGE 632, OF THE DEED RECORDS OF HAYS COUNTY TEXAS; SAID 20.58 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT AN IRON PIPE FOUND ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HWY. 290 AND AT THE SOUTHWEST CORNER OF TRACT "A", OF OAK HUN WEST, A SUBDIVISION OF RECORD IN CABINET 3, SLIDES 77, 78, AND 79, OF THE PLAT RECORDS OF HAYS COUNTY TEXAS, FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, S 64°22' W, A DISTANCE OF 213.00 FT., WITH THE NORTHERLY RIGHT OF WAY OF U.S. HWY. NO. 290, TO AN IRON PIPE FOUND AT THE SOUTHEAST CORNER OF SIDNEY W. FROST 5.00 ACRE TRACT, RECORDED IN VOLUME 236, AT PAGE 391, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, FOR A CORNER OF THIS TRACT;

THENCE, N 22°14'30" W, A DISTANCE OF 263.97 FT., WITH THE EAST LINE OF SIDNEY FROST 5.00 ACRE TRACT, AS FENCED, TO AN IRON PIPE FOUND AT A FENCE CORNER, FOR A CORNER OF THIS TRACT;

THENCE, S 79°32'30" W, A DISTANCE OF 84.23 FT., CONTINUING WITH SAID FENCE, TO AN IRON PIPE FOUND FOR A CORNER OF THE FORESAID SIDNEY FROST 5.00 ACRE TRACT, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE N 8°21' W, A DISTANCE OF 950.29 FT., CONTINUING WITH THE EASTERLY LINE OF SIDNEY FROST 5.00 ACRE TRACT AS FENCED TO AN IRON PIPE FOUND FOR THE NORTHEAST CORNER OF SIDNEY FROST 5.00 ACRE TRACT FOR A CORNER OF THIS TRACT;

THENCE, S 81°39' W, A DISTANCE OF 139.05 FT., WITH THE NORTHERLY LINE OF SIDNEY FROST 5.00 ACRE TRACT, AS FENCED, TO AN IRON PIPE FOUND AT A FENCE CORNER AND IN THE EASTERLY LINE OF C.F. BUSH JR. 3000 ACRE TRACT, RECORDED IN VOLUME 180, AT PAGE 422, OF THE DEED RECORDS OF HAYS COUNTY TEXAS; SAID IRON PIPE BEING ALSO THE NORTHEAST CORNER OF THE FORESAID 5.00 ACRE TRACT FOR A CORNER OF THIS TRACT;

THENCE, N 8°23'40" W, A DISTANCE OF 946.32 FT., WITH THE EASTERLY LINE OF C.F. BUSH JR. 3000 ACRE TRACT, AS FENCED, TO AN IRON PIPE FOUND IN THE SOUTHWESTERLY LINE OF LOT NO. 13 IN THE FORESAID OAK HUN WEST SUBDIVISION, FOR THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

EXHIBIT A

Bk Vol Ps
06034163 OPR 3049 817

Bk Vol Ps
04023882 OPR 3874 382

Bk Vol Ps
70027021 OPR 3248 249

THENCE, S 50°31' E, A DISTANCE OF 286.21 FT., WITH THE
SOUTHWESTERLY LINE OF OAK RUN WEST SUBDIVISION, AS FENCED, TO AN
IRON ROD FOUND FOR ANGLE POINT;

THENCE, S 50°29'20" E, A DISTANCE OF 556.62 FT., CONTINUING
WITH THE SOUTHWESTERLY LINE OF OAK RUN WEST SUBDIVISION TO AN IRON
ROD FOUND FOR AN ANGLE POINT;

THENCE, S 48°42' E, A DISTANCE OF 218.80 FT., CONTINUING WITH
THE SOUTHWESTERLY LINE OF OAK RUN WEST TO AN IRON ROD FOUND FOR
THE NORTHEAST CORNER OF THIS TRACT, AND AN INTERIOR CORNER OF
OAK RUN SUBDIVISION;

THENCE, S 0°21' W, A DISTANCE OF 1,304.06 FT., WITH THE EAST
LINE OF THIS TRACT AND A WESTERLY LINE OF OAK RUN WEST SUBDIVISION
TO THE PLACE OF BEGINNING, AND CONTAINING 20.58 ACRES OF LAND.

SURVEYED: MARCH 3, 1994 UPDATED: Aug. 6, 2004

BY: *L. G. Friar* BY: *L. G. Friar*
L. G. FRIAR REGISTERED PUBLIC SURVEYOR # 1505
FOR FRIAR SURVEYING & MAPPING INC.,
AUSTIN, TEXAS



Filed for Record in:
Hays County
On: Aug 18, 2004 at 02:35P
Document Number: 06034163
Amount: \$6.00
Receipt Number - 107117-
By:
Rebecca Hall, Deputy
Lee Carlisle, County Clerk
Hays County

Filed for Record in:
Hays County
On: Nov 08, 2006 at 02:47P
Document Number: 06034163
Amount: 32.00
Receipt Number - 159326
By:
Rose Robinson, Deputy
Lee Carlisle, County Clerk
Hays County






Bk Vol Pg
70027021 OPR 3248 250

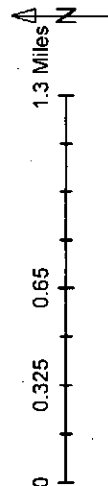
Filed for Record in:
Hays County
On: Sep 11, 2007 at 02:32P
Document Number: 70027021
Amount: 32.00
Receipt Number - 178919

By:
Olga Martinez, Deputy

Linda C. Fritscher, County Clerk
Hays County

Exhibit A -3 to Interlocal Cooperation Agreement between the City of Austin and the City of Dripping Springs

-  Subject Tracts
-  County Line
-  City of Austin ETJ
-  City of Dripping Springs
-  Dripping Springs ETJ



6/19/2017

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

This product has been produced by the Planning and Development Review Department for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.

City of Austin

Planning and Zoning Department

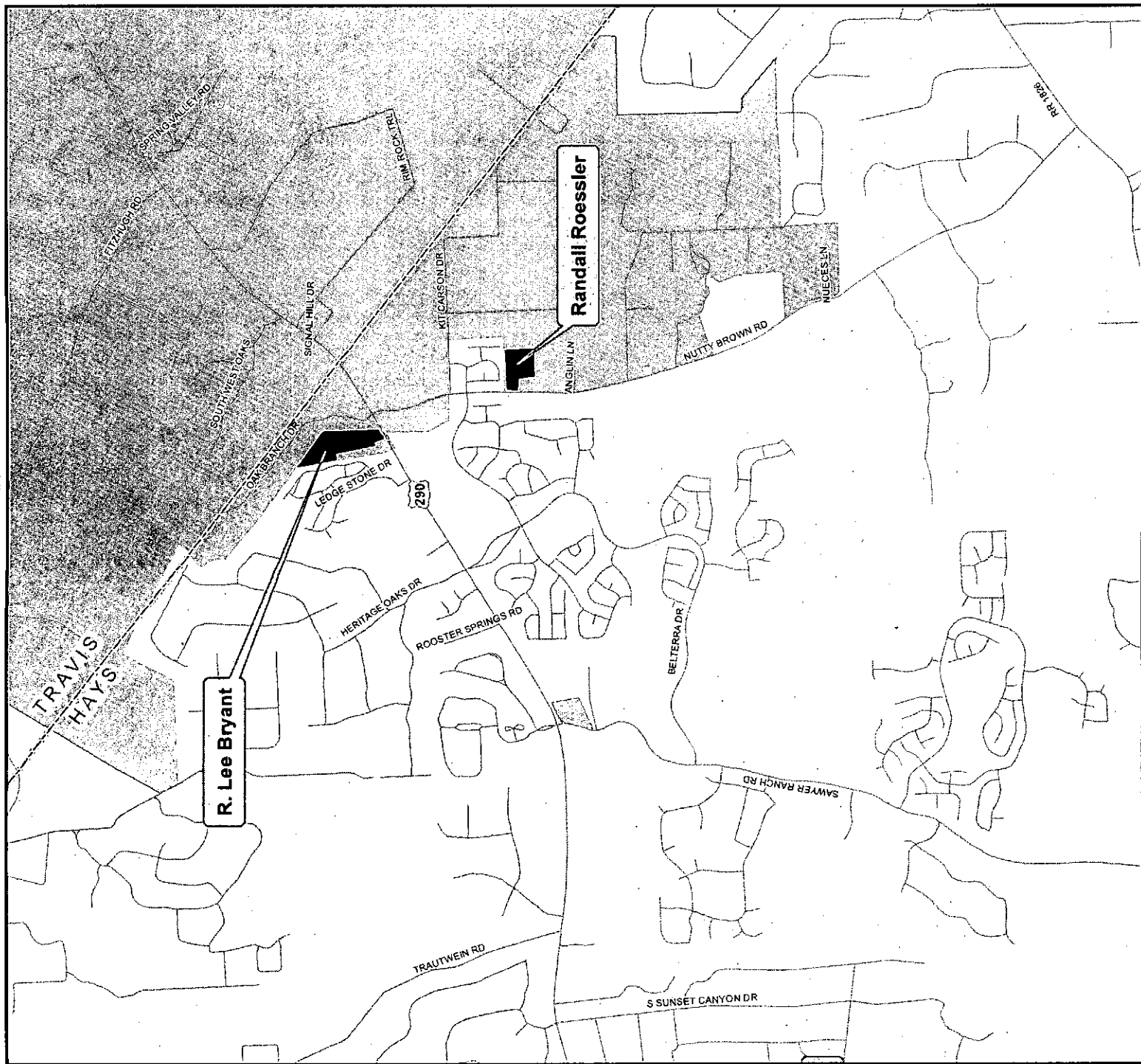


EXHIBIT "B"

**Notice of Municipal Development Regulations
Applying to Watersheds**

STATE OF TEXAS

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COUNTY OF TRAVIS

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**NOTICE OF MUNICIPAL DEVELOPMENT REGULATIONS
APPLYING TO WATERSHEDS**

In accordance with Texas Local Government Code Ann. §551.003 (Vernon Supp. 2013), the City of Dripping Springs hereby files this Notice of the Adoption of Ordinance No. _____, attached hereto as "**EXHIBIT A**" which approved an Interlocal Cooperation Agreement with the City of Austin, attached hereto as "**EXHIBIT B**" (the "Interlocal Agreement"), regarding dependable urban planning and development that will benefit the public health, safety, and welfare of the City of Dripping Springs and its citizens on the Property identified by metes and bounds in "**EXHIBIT A-1 AND A-2**" and depicted in "**EXHIBIT A-3**" to the Interlocal Agreement.

Andrea Cunningham
City Secretary

STATE OF TEXAS

§

COUNTY OF HAYS

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Before me, the undersigned notary, on this day personally appeared Michelle Fischer, City Administrator of City of Dripping Springs, Texas, a Texas Type A general law municipality, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____, 2018.
[Seal]

Notary Public, State of Texas