

INTERLOCAL AND DEVELOPMENT AGREEMENT

This Interlocal and Development Agreement (“Agreement”) is made and entered into effective as the date of execution by authorized representatives of the parties, by and between the City of Dripping Springs, Texas, a Texas general law city, the City of Buda, Texas, a Texas home rule municipal corporation, acting by and through their authorized representatives, and Jerry Morrison Moncrief (“Property Owner”).

RECITALS

WHEREAS, City of Dripping Springs and City of Buda (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, agreement 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, the Property Owner of the property known as Kali Kate has requested that City of Dripping Springs release that portion of City of Dripping Springs’ ETJ known as Kali Kate as shown by letter attached as **Attachment B**, the Moncrief Property (hereinafter referred to as “Release Area”), located north of FM 967 in the far eastern portion of the City’s ETJ as shown on the Official Map of the City of Dripping Springs ETJ Map dated May 9, 2017 in **Attachment A**, and that consists of two tracts of land with a total of 46.756 acres out of and part of the S.D. Cervais Survey No. 8, Abstract No. 7 situated in Hays County, TX; and

WHEREAS, the Property Owner desires to be included in the City of Buda’s ETJ and annexed by the City of Buda as shown in the request letter attached as **Attachment B**; and

WHEREAS, the City of Buda may expand its extraterritorial jurisdiction to include an area contiguous to its existing extraterritorial jurisdiction if the owners of the area request the expansion; and

WHEREAS, the City of Buda has the capacity to provide water and wastewater services to the Release Area; 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; and

NOW, THEREFORE, pursuant to Chapter 791, Texas Government Code, and Chapter 42, Texas Local Government Code, and providing the written consent of the City of Dripping Springs under Section 42.023 for reduction of its extraterritorial jurisdiction, as otherwise authorized and permitted by the ordinances of the City of Dripping Springs, the City Charter of the City of Buda, 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 DECLARATIONS

Section 1.1. Fact Findings. The recitals hereinabove set forth are incorporated herein for all purposes and are found by the respective city councils of City of Dripping Springs and City of Buda to be true and correct. It is further found and determined that both the governing body of the City of Dripping Springs and the City of Buda have authorized and approved this Agreement by resolution duly adopted by such resolutions provide that the terms, provisions and conditions of such resolutions and this Agreement will be and become in full force and effect upon the execution of this Agreement by their respective authorized representatives.

Section 1.2. Future Development Requirements. Future development within the Release Area will be developed under and governed by: (1) impervious cover requirements of 12.5% impervious cover on the area in the recharge zone and 35% impervious cover in the contributing zone area as defined in City of Dripping Springs Water Quality Ordinance as it relates to impervious cover Section 22.05.016 of the Code; and (2) all applicable City of Buda regulations as amended, including specifically, its Parkland Dedication regulations. Any Property Owner seeking to develop or improve the property shall submit a proposed preliminary plat and site development plan demonstrating compliance with impervious cover to the City of Dripping Springs City Engineer to be reviewed and approved as a condition precedent to submission of the preliminary plat to the City of Buda for review and approval. The obligations contained herein shall be covenants which run with the land and shall be binding on the municipality and the land owner and on their successive successors and assigns for the term of this agreement. A copy of this agreement or a memorandum of record thereof shall be filed in the deed records and shall be treated as a binding Development Agreement as that term is defined in Texas Local Government Code §212.172 for a term of not less than 45 years. shall govern the development of the Release Area.

**ARTICLE TWO
EFFECTIVE DATE AND NATURE OF AGREEMENT**

Section 2.1. Effective Date. The term of this Agreement shall commence once the governing bodies of both Cities approve this Agreement represented by the date of signature by authorized representatives of each city (“Effective Date”).

Section 2.2. Intent and Purpose. The intent and purpose of this Agreement is to provide for the 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 Attachment A (the “Release Area”).

Section 2.3 Map. The parties agree and intend that when identifying the Release Area, the map in Attachment A and the survey in Attachment C represent the Release Area. The City of Dripping Springs shall modify its Official City Map upon approval of this Agreement.

**ARTICLE THREE
ACTIONS BY CITY OF BUDA**

Section 3.1. Enforcement and Compliance. Once the Release Area becomes part of the City of Buda’s extraterritorial jurisdiction as provided by Texas Local Government Code section 42.021, 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 Buda, its officers, employees, agents and representatives, in a manner consistent with the wording and intent of this Agreement. The preliminary plat and site development plan showing compliance with the impervious cover requirements shall require the approval of the City of Dripping Springs City Engineer. The City of Buda shall not approve the preliminary plat involving the Release Area until receiving the approval of the City Engineer of the City of Dripping Springs for those matters within the scope of this agreement. It shall be a default under this Agreement if the standards and regulations set forth in this Agreement are not applied and enforced in a manner consistent with the intent of this Agreement. Reviews of the preliminary plat and final plat by the City of Buda shall include requiring compliance with this agreement and the impervious cover requirements listed in this Agreement and the City of Buda’s parkland dedication requirements. The City of Buda shall ensure that a plat note is added to the final plat that indicates the impervious cover limitations applicable to the Release Area as provided by this agreement.

**ARTICLE FOUR
ACTION BY CITY OF DRIPPING SPRINGS
RELEASE OF ETJ**

Section 4.1. ETJ Release. Dripping Springs hereby releases the Release Area from its ETJ pursuant to Section 42.023(2) of the Texas Local Government Code. The release of ETJ shall occur upon execution of this Agreement by all parties.

**ARTICLE FIVE
CITY OF BUDA
ACCEPTANCE OF ETJ**

Section 5.1. ETJ Acceptance. City of Buda hereby accepts and includes the Release Area into its ETJ pursuant to Texas Local Government Code section 42.021 and 42.022(d). The acceptance and inclusion shall occur upon execution of this Agreement by all parties.

**ARTICLE SIX
ACTIONS BY PROPERTY OWNER
SUBMISSION OF PLAN FOR REVIEW**

Section 6.1. Submission of Preliminary Plat and Site Development Plan. The Property Owner shall submit its preliminary plat and site development plan to the City of Dripping Springs for review before submitting its preliminary plat and site development plan for review by the City of Buda. The preliminary plat and site development plan shall comply with the: 1) impervious cover requirements of 12.5% impervious cover on the area in the recharge zone and 35% impervious cover in the contributing zone area as defined in the City of Dripping Springs Water Quality Ordinance as it relates to impervious cover Section 22.05.016 of the Code; and the (2) City of Buda Parkland Dedication requirements and any other regulations applicable to the property at the time of submission to the City of Buda..

Section 6.2 Fees. The Property Owner shall pay the Preliminary Plat Filing Fee to the City of Dripping Springs as listed in the City of Dripping Springs' Fee Schedule at Section 4.3 of the Fee Schedule at time of submission of the preliminary plat and site development plan to the City of Dripping Springs. The Property Owner shall also pay any fees required by the City of Buda in review and approval of its plat and site development or any other fees required of property owners within the City of Buda.

**ARTICLE SEVEN
GENERAL AND MISCELLANEOUS.**

Section 7.1. Policy Making Authority. City of Buda 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.

Section 7.2. 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.

Section 7.3. Jurisdiction. 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.

Section 7.4. 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 City of Dripping Springs nor City of Buda waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

Section 7.5 Quality of Service. Except that City of Dripping Springs will review and approve or disapprove preliminary plats and site development plans for the subdivisions within the Release Area in compliance with the requirements set forth in Sections 1.2 and 3.1. 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 City of Dripping Springs within the Release Area. Provided that City of Buda shall enforce the planning and land development standards set forth in Sections 1.2 and 3.1, the level and quality of urban planning and services to be provided within the Release Area shall be established by City of Buda's budgets, appropriations, resolutions and ordinances adopted by its governing body in the exercise of its legislative discretion.

Section 7.6. Amendments and Modifications. This Agreement may not be amended or modified except in writing executed by both City of Dripping Springs and City of Buda and authorized by their respective governing bodies.

Section 7.7. 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.

Section 7.8. Number and Headings. Words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 7.9. 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 in identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

Section 7.10 Notice to Parties.

All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City of Dripping Springs:

Attention: City Administrator
City of Dripping Springs
P.O. Box 384
Dripping Springs, TX 78620
512-858-4725

For Property Owner

Jerry Morrison Moncrief
4550 FM 967
Buda, Texas 78610

For the City of Buda:

Attention: City Manager
City of Buda
P.O. Box 13
Buda, TX 78610
(512) 312-0084

Section 7.11 Current Reviews. Each party shall pay for the performance of governmental functions or services under this Agreement from current revenues.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their officers thereunto duly authorized as of the date first written above.

Executed this the 14th day of November 2017.

City of Dripping Springs, Texas

City of Buda, Texas

Michelle Fischer
Michelle Fischer, City Administrator

Kenneth Williams, City Manager

Date: 11/14/17

Date: _____

Attest:

Attest:

Andrea Cunningham
Andrea Cunningham, City Secretary

Alicia Ramirez, City Secretary



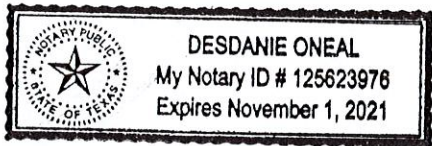
Property Owner

Jerry Morrison Moncrief
Jerry Morrison Moncrief

Date: November 21, 2017

State of Texas
County of Hays

This instrument was acknowledged before me on the 21 day of November, 2017, by Jerry Morrison Moncrief.



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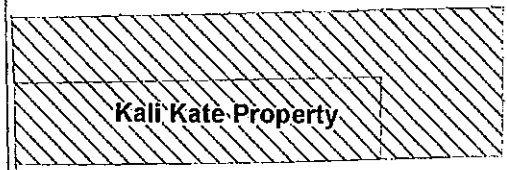
(Personalized Seal)
Notary Public's Signature

City of Dripping Springs
ILA - Kali Kate

City of Buda and Jerry Morrison Moncrief
Page 7 of 7

Dripping Springs ETJ

RR 967



Kali Kate Property

WOODLAND OAKS TRL
OAK FOREST DR
WOOD HOLLOW CT
MOURNING DOVE LN
OAK HOLLOW LN

DAHLSTROM RD

DODGEN WAY

BEACON HILL RD

LAMBS TRL
DODGEN TRL

ARMADILLO TRCE
COCKE RD
RABBIT RUN

HY RD

BUDA SPORTSPLEX DR

MAYBROOK CT

DRYDEN LN

BRIDGES LN

Legend

Kali Kate Property

Dripping Springs ETJ

Roads

Lots



December 21, 2016

Ms. Michelle Fischer
City Administrator
City of Dripping Springs
511 Mercer Street
P.O. Box 384
Dripping Springs, TX 78620

TRANSMITTED VIA E-MAIL

**Re: Removal of Kali Kate property from the City of Dripping Springs
Extraterritorial Jurisdiction**

Dear Ms. Fischer,

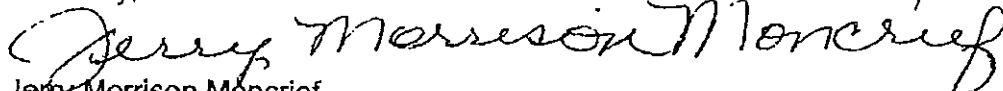
We respectfully petition the City of Dripping Springs to remove our property from the City's Extraterritorial Jurisdiction (ETJ).

The property is located north of FM 967 in the far eastern portion of the City's ETJ as shown on the Official Map of the City of Dripping Springs ETJ Map dated August 25, 2015, attached. The property consists of two tracts of land with a total of 46.756 acres out of and part of the S.D. Cervais Survey No. 8, Abstract No. 7 situated in Hays County, TX. A copy of the survey plat prepared by Steve H. Bryson, RPLS No. 4045, is attached for reference.

This removal will allow us to petition the City of Buda for annexation. The City of Buda ETJ adjoins our property to the east and City infrastructure, including water and sanitary sewer service, is available adjacent to our property.

If you have any questions or require additional information, please contact Mr. Jim Ladner, Managing Partner at 512.810.3036, e-mail: jim@fivestarconcrete.net or our consulting engineer, Mr. Joe P. Moore at 505.681.3124, e-mail: joe.moore@wilsonco.com.

Sincerely;



Jerry Morrison Moncrief
4550 FM 967
Buda, Texas 78610

Cc: Jim Ladner, Buda Materials, LLC
Joe P. Moore, Wilson & Company, Inc., Engineers & Architects

4550 FM 967

SURVEY MAP OF THE TRACTS OF LAND OUT OF AND PART OF THE S.D. EDWARDS SURVEY, A.C.
ABSTRACT NO. 7 DIVISION F AND CLAYTON, B.E.C.

Subtract 1/4 Sec. 28

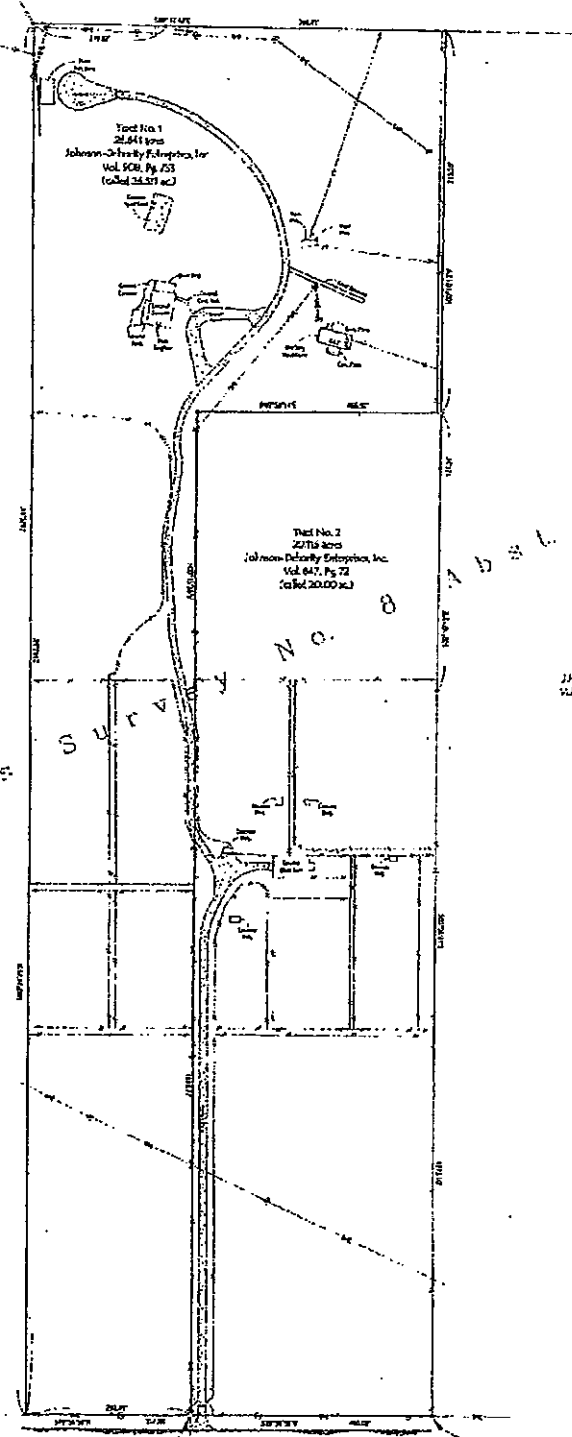
Sally Bell Rutherford
Vol. 384, Pg. 478
(Remainder Tract)

Tract No. 1
22.644 Acres
Johnson Dairy Enterprise, Inc.
Vol. 508, Pg. 453
(Total 24.271 ac.)

Tract No. 2
20.716 Acres
Johnson Dairy Enterprise, Inc.
Vol. 447, Pg. 22
(Total 20.000 ac.)

(1200 ac.)
J.H. Oubler
Vol. 832, Pg. 110

S. D. Cervais



- 1 - 1/4 Sec. 28
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This Survey is made under authority of Act No. 1, Vol. 204, Pg. 10, Laws of the State of Texas, 1907, and Act No. 1, Vol. 204, Pg. 10, Laws of the State of Texas, 1907, and Act No. 1, Vol. 204, Pg. 10, Laws of the State of Texas, 1907.

Point of Beginning Tract No. 1 F. N. 967 Point of Beginning Tract No. 2

BY: *Alvin H. Rogers*
 Surveyor
 State of Texas
 My Comm. Expires: 12/31/2008
 My Comm. No.: 123456789
 My Comm. Fee: \$100.00
 My Comm. Date: 12/31/2008

STATE OF TEXAS
 COUNTY OF TARRANT
 SURVEYOR

This Survey is made under authority of Act No. 1, Vol. 204, Pg. 10, Laws of the State of Texas, 1907, and Act No. 1, Vol. 204, Pg. 10, Laws of the State of Texas, 1907, and Act No. 1, Vol. 204, Pg. 10, Laws of the State of Texas, 1907.