



PLANNED DEVELOPMENT AGREEMENT

BETWEEN

CITY OF BEE CAVE

AND

**GRUMBLES DEVELOPMENT, LP, DONNA L. GRUMBLES,
DUDLEY RICHARD GRUMBLES, MICHELLE H. GRUMBLES,
AND CAROLYN JEAN GRUMBLES
EFFECTIVE AS OF AUGUST 8, 2017**

PLANNED DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS PLANNED DEVELOPMENT AGREEMENT (this “**Agreement**”) is made to be effective as of the 8th day of August, 2017 (the “**Effective Date**”) by and among the **CITY OF BEE CAVE**, a home rule municipality located in Travis County in the State of Texas (the “**City**”), **Grumbles Development, LP**, a Texas limited partnership (“**Developer**”) and **Donna L. Grumbles, Dudley Richard Grumbles, Michelle H. Grumbles, and Carolyn Jean Grumbles** (collectively “**Property Owners**”).

INTRODUCTION

Developer intends to be the owner of approximately 94 acres of land (“the Property”) more particularly described in **Exhibit “A”** and its boundaries are depicted on the Concept Plan (“**Concept Plan**”) attached as **Exhibit “B.”** Property Owners are the current owners of the Property. Developer and Property Owners have submitted a petition to the City requesting that all portions of the Property and all portions of any remaining property (the “Remaining Property”) of Property Owners described in an Agreement between Property Owners and the City of Bee Cave, dated 11/12/13 (the “Ag Agreement”) not located within the city limits of the City be annexed for full purpose.

Developer intends that the Project be developed on the Property in accordance with the terms of this Agreement. In the event that Developer does not become the owner of the Property, Property Owners desire to develop the Property in accordance with this Agreement. The Project includes 61 single family rural residential lots of one acre or greater.

NOW THEREFORE, for good and value consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties agree as follows:

I.

DEFINITIONS

1.01 Definitions. Unless specifically defined elsewhere by this Agreement, a word or term listed in this section has the following meaning:

“**Ag Agreement**” shall mean the Development Agreement dated 11/12/13 between the City of Bee Cave and the Property Owners, attached hereto as **Exhibit “D”**.

“**City Council**” shall mean the Mayor and Councilmembers of the City.

“**City Manager**” shall mean the City Manager of the City.

“**Code of Ordinances**” shall mean the Code of Ordinances of the City.

“**Developer**” shall mean Grumbles Development, LP, a Texas limited partnership, and its successors and assigns, or shall mean Property Owners, if Developer does not subsequently acquire ownership of the Property. Developer intends to acquire the Property from current Property Owners.

“

“**Project**” shall mean development of the Property as a single family rural residential subdivision as shown and described on the Concept Plan consistent with the terms of this Agreement and future zoning ordinance, **Exhibit “C”**, attached hereto.

“**PropertyOwner(s)**” shall mean the current owners of the Property and the Remaining Property and any subsequent owner(s), of any or all of the Property.

“**Remaining Property**” shall mean the portion of the property owned by Property Owners described in the Ag Agreement (**Exhibit “D”**) that is not included as part of the Project described herein.

Any terms which are used herein and which are defined in the Code of Ordinances shall have the meaning ascribed to them in the Code of Ordinances unless same are expressly defined in this Agreement in which case the definition contained herein shall control. Capitalized terms which are used and defined in this Agreement shall have the meaning ascribed to them in this Agreement.

II.

COMPLIANCE WITH CITY REGULATIONS

2.01 Requirements. The City, Developer and Property Owners acknowledge and agree that except as expressly waived, modified or abated by this Agreement (and the Zoning Ordinance adopted pursuant to the terms of this Agreement) all of the City’s laws, ordinances (including, without limitation, subdivision ordinances), codes, regulations, requirements, technical construction standards, and development review procedures and processes (collectively, the “**Requirements**”) in effect on the effective date of this Agreement and applicable to the Property (or that would be applicable to any development activity on the Property after annexation of the Property) shall immediately apply to any and all development activity undertaken on the Property (or any portion of the Property) in connection with the Project whether or not annexation of the Property has been completed. The City and Property Owners acknowledge and agree that all of the City’s laws, ordinances (including, without limitation, subdivision ordinances), codes, regulations, requirements, technical construction

standards, and development review procedures and processes associated with a Rural Residential Zoning District (collectively, the “**SF-RR Requirements**”) in effect on the effective date of this Agreement and applicable to the Remaining Property (or that would be applicable to any development activity on the Remaining Property after annexation of the Property) shall immediately apply to any and all development activity undertaken on the Remaining Property or any portion of the Remaining Property whether or not annexation of the Remaining Property has been completed. Upon approval of this Agreement and subsequent annexation of the Property and the Remaining Property, the Ag Agreement attached as Exhibit “D” shall terminate.

Notwithstanding the foregoing terms of this Article II, the Requirements or the SF-RR Requirements with respect to the following shall apply to development activity on the Property, Remaining Property or any portion of the Property or Remaining Property as they are enacted and/or amended by the City from time to time:

- (i) municipal zoning regulations that do not affect lot size, lot dimensions, lot coverage, or building size or that do not change development permitted by a restrictive covenant required by a municipality;
- (ii) regulations for sexually oriented businesses;
- (iii) fees imposed in conjunction with development permits;
- (iv) regulations for annexation;
- (v) regulations for utility connections;
- (vi) regulations to prevent imminent destruction of property or injury to persons, including regulations effective only within a flood plain established by federal flood control programs and enacted to prevent the flooding of buildings intended for public occupancy;
- (vii) construction standards for public works located on public lands or easements; and
- (viii) ordinances incorporating uniform building, fire, electrical, plumbing, and/or mechanical codes, adopted by a national code organization, and/or local amendments to such codes enacted solely to address imminent threats of destruction of property or injury to persons.

In addition to the foregoing, Property Owner must plat the Property pursuant to the requirements of the Code of Ordinances as a condition precedent to the City approving any site plan for development of the Project.

III.

MASTER DEVELOPMENT PLAN

3.01 Concept Plan.

(a) The City hereby confirms that the Concept Plan has been approved by all requisite City administrative staff and the City Council, and the City agrees that the Concept Plan generally complies with the City's Comprehensive Plan, as amended. The City's approval of the Concept Plan constitutes the acknowledgement that the Project is consistent with the City's Comprehensive Plan as amended. Such approval does not constitute the City's agreement that any specific portion of the Project conforms to the Requirements. No specific development contemplated by, or indicated on, the Concept Plan may be undertaken or commenced unless same complies, and has been approved by the City in accordance, with the Requirements, as modified by this Agreement. Specifically, no development may be undertaken on the Property until such time as a site plan meeting the requirements of the Requirements has been submitted and approved by the City in accordance with the procedures set forth in the Requirements. The Concept Plan shall be effective for the term of this Agreement. The actual location of the single family lots are not approved as part of the Concept Plan. The approval of the location of lots will be approved as part of future City approvals associated with subdivision plat approval as applicable. The configuration and location of the single-family lots as shown on the Concept Plan is for illustrative purposes and the Concept Plan shall not control or mandate the location, configuration, or concentration of lots within the Single-Family Tract. The City's Subdivision Ordinance, except as expressly modified herein, shall control the configuration, location and concentration of lots within the Property and approval of the configuration, location and concentration of the single family lots will occur within the City's ordinary process for subdivision and plat approval.

(b) Developer must submit any proposed change to the Concept Plan to the City for approval. If the change is a Minor Change, then approval or denial may be given by the City Manager. If the change is not a Minor Change, then approval of such change must be sought in accordance with the procedures, processes and provision of the Requirements, including, without limitation the Code of Ordinances.

(c) For purposes of this Agreement, a "**Minor Change**" shall mean any change described as a Minor Change in Section 32.02.006(k)(5) of the Code of Ordinances and the following:

(i) adjustments to lot dimensions so long as the lot width does not decrease below 150 feet(the minimum lot width is not applicable to cul-de-sac lots);

(ii) adjustments to the number of single family lots so long as the number of single family lots does not exceed 61. This provision shall not negate the requirement for plat or replat approval by the City.

(iii) adjustments to the length or location of the proposed right-of-way

if the adjustment effects less than twenty percent (20%) of the total length of right-of-way.

3.02 Review Process. All applications for approval shall be reviewed for administrative completeness and upon acceptance of the application as being complete will be reviewed for technical sufficiency. For purposes of this Section 3.02, completeness of any application and technical sufficiency will be evaluated in accordance with the Requirements.

3.03 Zoning. This Agreement is expressly conditioned on the passage of the ordinance attached as Exhibit “C” (the “**PD Zoning Ordinance**“) upon annexation of the Property. Said ordinance requires design and construction of the Project in accordance with the existing Single Family Rural Residential zoning standards with the exceptions described in this Agreement and any exception more specifically set out in Exhibit “C” to the PD Zoning Ordinance. This Agreement is also expressly conditioned on any portion of the Property not currently within the corporate limits of the City being annexed by the City no later than September 30, 2017

If the Property or the Remaining Property is not annexed by the above date, or if the PD Zoning Ordinance is not adopted by the City Council (through no fault of the Developer or Property Owners) prior to November 30, 2017, then this Agreement shall terminate and neither party shall have any rights or obligations one unto the other. Developer shall submit an application for zoning of the Property within 14 days from the date of Annexation of the Property and Remaining Property. City will initiate zoning of the Remaining Property in accordance with the requirements of the Code of Ordinances for a SF-RR District. If an administratively and technically complete application is not submitted to the City within 14 days of the date of Annexation then City’s deadline for zoning approval will be automatically extended for the number of days more than 14 that it takes for the application to become complete. If this Agreement is terminated pursuant hereto, the Property will be de-annexed by the City and the Development Agreement (governing use of the Property and the Remaining Property for Agricultural Purposes) between the City and the Grumbles, attached hereto as **Exhibit “D”** shall continue in place as if the transactions contemplated by this Agreement had not occurred. In such event, future development of the Property and the Remaining Property will occur in accordance with the Ordinances of the City in effect at the time of such future development. This provision will survive termination of this Agreement.

3.04 Other Development Criteria. Any and all development activity undertaken on the Property in connection with the Project must be done in strict compliance with the Requirements, as the same may be expressly modified by this Agreement (including, without limitation, the PD Zoning Ordinance) and the following other development criteria, which criteria are (i) intended to modify the Requirements as they relate to the Project; and (ii) are hereby approved by the City:

(a) There shall be a maximum of 61 single family lots approved for the Project. Of the 61 lots there shall be a maximum of 34 single family lots located around the perimeter of the Project. As depicted in the Concept Plan. All lots shall be a

minimum of one (1) acre in size per the Requirements. Cul-de-sac lots shall have a minimum width of fifty feet (50') measured thirty five (35') feet from the front of the lot. Front yard setbacks shall be per the Requirements, fifty feet (50'). Side yard setbacks shall be per the Requirements (10% of the lot width, but not to exceed 25'). Rear yard setbacks shall be per the Requirements (25'), except that the rear yard setback shall be forty feet (40') where those lots abut Bee Caves West Subdivision. The setback for all lots that adjoin Hamilton Pool Road shall be seventy five feet (75'). Developer may in conjunction with site plan approval request a reduction in setbacks on a lot by lot basis if necessary to save a specimen tree. All houses shall front on interior roadways or joint use driveways and no houses shall front on Hamilton Pool Road..Except as otherwise approved by the City Council, the Project shall not have access directly to Hamilton Pool Road. Driveway Access for Lots 6 and 7 shall be prohibited onto Vail Divide. Driveway Access for Lots 16 and 17 is prohibited onto Palermo Drive.

(b) Developer shall provide and dedicate approximately 1.0 acre as private parkland to meet the City's parkland dedication requirements. Developer shall provide for construction and maintenance of all trails that are depicted on the Concept Plan as well as recreation facilities at the private park(s) such as benches, picnic tables and swings. A maintenance plan for trails, shall be considered by the City in conjunction with site plan approval. The private park and trails shall satisfy all parkland dedication Requirements for the Project.

The Project shall maintain a seventy five (75') foot buffer zone along Hamilton Pool Road. No structures or improvements except for underground public utilities, landscaping, water quality measures (such as filter strips, infiltration strips and infiltration berms), irrigation facilities and trails at the locations depicted in the Concept Plan are authorized. Landscaped earth berms associated with detention ponds or for screening of homes from Hamilton Pool Rd shall be authorized within the 75 foot buffer zone. Exact location and dimensions of such berms shall be considered for approval in conjunction with site plan approval. OSSFs shall not be located within the 75' buffer zone along Hamilton Pool Road. Modification to existing drainage facilities within the buffer shall be authorized as required to accommodate the Project drainage/detention requirements.

(c) All drainage easements, vegetative filter strips and water quality best management controls shall be located in a dedicated easement. Drainage easements, trails, water quality and detention ponds, vegetative filter strips, materials or fences that demarcate the boundary of WQBZs and all other improvements that serve the Project as a whole shall be maintained by a Home Owners' Association ("HOA"). Approval of a maintenance agreement shall be a condition of site plan approval;

(d) After accounting for impervious cover associated with Project wide improvements such as streets, water quality and detention ponds and other improvements that serve the Project as a whole, remaining available impervious cover will be allocated on a per lot basis and shall be considered for approval in conjunction with subdivision approval. Covenant and restriction documents shall be required and shall include such

impervious cover restrictions. Such covenants and restriction shall not be amended without approval of the City.

(e) The use of “Hardie panel” or “Hardie board panel” siding is prohibited as a building material. “Hardie plank” may be used in non-structural areas.

(f) All development and any land disturbance (except development allowed by the Requirements and except for construction of trails and HOA maintenance) within the water quality buffer zone (“WQBZ”) is strictly prohibited. This prohibition shall be included in deed restrictions applicable to the Project and may not be amended without the consent of the City. Any lots located adjacent to a WQBZ or within the WQBZ shall mark the boundary of the WQBZ through the use of large stone blocks to separate the portion of the lot that can be occupied from the portion of the lot located in the WQBZ zone. Alternatively, instead of stone blocks, Developer may construct a wrought iron fence separating the WQBZ from the rest of the lot. Deed restrictions shall provide for maintenance and restricted access to the WQBZs and a maintenance plan including pest management and fertilizer restrictions shall be considered for approval by the City in conjunction with site plan approval;

(h) Tree removal, replacement or mitigation shall be conducted in accordance with the Preliminary Tree Mitigation Plan portion of the Concept Plan. A tree survey will be required in conjunction with site plan approval. However, no tree survey shall be required for trees located in the WQBZ or in any “No Cut Zones” as depicted on the Concept Plan or as created in conjunction with site plan approval so long as such areas are not disturbed and so long as the 40% removal prohibition as described in Section 32.05.002(e)(3) in the City’ Code of Ordinances applies only to those areas of the Project that are outside of the WQBZ and the No Cut Zones. There shall be no tree removal or undergrowth removal or other land disturbing activities within the “No Cut Zone” or WQBZ without prior approval of the City. There shall be no tree or underbrush removal within the Project until the City issues a site plan approving the trees that may be removed from the Project. The tree survey shall include all trees (excluding *Celtis Occidentalis* (Hackberry), *Juniperus Virginiana*, and *Juniperus Ashei* (Common Cedar)) 4 inches in diameter or greater. After construction of all homes and development of the Project as approved herein, a minimum of sixty percent (60%) of the surveyed (pre-development) canopy (in caliper inches) of trees shall be left undisturbed and throughout the term of the Project. In the event that more surveyed trees (caliper inches) are removed than is authorized herein, Developer shall be required to replace 3 times the caliper inches over and above the amount of caliper inches removed. . For example, if forty percent (40%) or less of the surveyed trees are removed, the Developer is not required to plant any replacement trees. If forty-one percent (41%) of the surveyed trees are removed, and one percent (1%) equals 10 caliper inches, the Developer shall be required to plant thirty (30) inches of replacement trees. Replacement trees shall be a minimum of three (3) caliper inches. This section does not affect the tree removal fees required by the City’s Code of Ordinances.

(i) Impervious cover for the Project as a whole and including foot prints for all residences and associated lot improvements shall not exceed 20% of the area of the Property. In conjunction with site plan approval, Developer shall be authorized to construct whatever portion of the impervious cover is necessary to construct all improvements approved in the site plan and that will serve the Project as a whole. Thereafter, and in conjunction with each building permit, the builder shall provide the City with sufficient information regarding improvements to each lot so that the City can verify that lot improvements will not cause the Project to exceed the limits on impervious cover and that the proposed lot impervious cover is compliant with the allocation of impervious cover available to the particular lot as described in subsection 3.04 (e).

(j) Detention ponds shall be constructed in a free form shape to compliment and blend in to the natural grade and landscape. They shall be constructed with natural stone and boulders and with spillways of the same natural materials to create visual appeal.

(k) Vehicular connectivity to adjoining streets and neighborhoods shall be provided as depicted in the Concept Plan. On-street parking shall not be permitted. An Emergency Access drive shall be provided and finalized in conjunction with Site Plan approval; it is to be located off of the Signal Hill Drive cul-de-sac and connect to Hamilton Pool Road. All internal streets of the Project are intended to be private and may be gated. The gated access shall include a queuing distance of at least one hundred feet (100').

(l) A grading plan shall be required in conjunction with approval of site plan. The grading plan shall limit cut and fill so that the Project fits the slope and contours of the property and the Property is not made to fit the Project.

(m) Project shall not be subject to the sidewalk requirements set out in Section 30.03.005(a) of the Code of Ordinances.

(n) The Project shall not be subject to the street length maximum requirement of six hundred (600') feet as set out in Section 30.03.001(p) so long as the street lengths greater than six hundred feet (600') proposed for the Project are approved by ESD 6.

(o) Any fences adjacent to the seventy five foot (75') buffer zone along Hamilton Pool Road shall meet the City's Code of Ordinances and shall be uniform.

(p) A drainage easement in the north eastern corner of the Project (affecting Lots 20 and 21) will be required in accordance with site plan approval or plat approval, as applicable.

3.05 Annexation and Restriction. Developer and Property Owners have requested that the City annex the Property and the Remaining Property not currently located in the

municipal limits of the City. The City will process such application in accordance with the Requirements.

No buildings or other improvements or land disturbance (including tree removal) may be commenced or constructed on the Property or the Remaining Property prior to approval of an applicable site plan.

IV.

AUTHORITY AND APPLICATION

4.01 Development Application. This Agreement constitutes an application by Property Owner for the subdivision and development of the Project, and initiates the subdivision and development process for the Project.

4.02 Right to Continue Development. The City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Project or (b) any land use or development regulation not found in, or contemplated by, the Requirements or this Agreement that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Project. The preceding sentence does not apply to temporary moratoriums imposed throughout the City due to an emergency constituting an imminent threat to the public health or safety provided that any such moratorium will continue with respect to the Project only during the duration of the emergency.

V.

TERMS AND REMEDIES

5.01 Term. The term of this Agreement as to the Property will commence on the Effective Date and continue for a period of fifteen (15) years, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City, Property Owners and Developer.

5.02 Termination and Amendment by Agreement. This Agreement may be terminated or amended as to the Property at any time by mutual written consent of the City, Developer and the Property Owners. If such termination shall occur at a time when any concept plan or site plan has been approved for any contemplated development activity on the Property, such termination shall render any approved site plan or concept plan void and no development previously approved shall be undertaken on the Property.

VI.

REMEDIES

6.01 Default/Limitation on Damages

(a) It shall be a default hereunder by a party, if such party shall fail to perform any of its obligation hereunder and such failure shall remain uncured following the expiration of ten (10) business days from and after the date the failing party receives written notice of such failure from the non-defaulting party; provided, however, that in the event the default is of a nature that cannot be cured within said ten (10) day period, the defaulting party shall have such longer period of time as may be reasonably necessary to cure the default in question; but, in no event shall either party have more than forty-five (45) days to cure any specific default.

Should any default remain uncured following the expiration of the applicable cure period, the non-defaulting party shall be entitled, as its sole and exclusive remedy in such event, to seek (i) specific performance of the obligation in question from the defaulting party and/or (ii) injunctive relief from a court of proper jurisdiction. In addition to the foregoing, should the Property or any portion thereof ever be in violation of the terms and conditions of this Agreement, the City shall also be entitled to bring an action to require the restoration or repair of the Property (or the portion thereof which is in violation of this Agreement, as applicable) to a condition that complies with the terms of this Agreement (*e.g.* require the removal or modification of any building that does not comply with the requirements of this Agreement).

(b) EACH PARTY WAIVES ANY AND ALL OTHER REMEDIES WHICH SUCH PARTY MAY HAVE AGAINST THE OTHER AT LAW OR IN EQUITY AS A RESULT OF SUCH OTHER PARTY'S DEFAULT HEREUNDER INCLUDING, WITHOUT LIMITATION, THE RIGHT TO BRING AN ACTION FOR DAMAGES AGAINST THE OTHER FOR BREACH OF THIS AGREEMENT. PROVIDED HOWEVER, THIS WAIVER DOES NOT INCLUDE A WAIVER BY THE CITY FROM THE NORMAL EXERCISE OF ITS AUTHORITY AND POLICE POWERS AGAINST A PARTY OR THIRD PERSON FOR ENFORCEMENT OF THE REQUIREMENTS BY CIVIL OR CRIMINAL PROCESSES, AS APPLICABLE, OR FOR ANY VIOLATION OF THE REQUIREMENTS, OR FROM A SUBSEQUENT ZONING ORDINANCE, OR FROM THE TERMS AND CONDITIONS OF A PERMIT OR OTHER APPROVAL RELATED TO DEVELOPMENT OF THE PROJECT IN ACCORDANCE WITH THE REQUIREMENTS.

VII.

MISCELLANEOUS PROVISIONS

7.01 Notice and Payments. Any notice given under this Agreement must be in writing and may be given (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified at the address set forth below, or at the last address for notice that the sending party has for the receiving party at the time of mailing, and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing “next day delivery”, addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement, or (iv) by facsimile with confirming copy sent by one of the other described methods or notice set forth. Notice by United States mail as provided in (i) will be deemed delivered, whether or not actually received three (3) days after the date of mailing. Notice given in any other manner will be effective only if and when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

Property Owner(s): Donna L. Grumbles
2717 Howell Street #1401
Dallas, Texas 75204
(214) 880-7487

Dudley Richard Grumbles

Michelle H. Grumbles

Carolyn Jean Grumbles

15318 Hamilton Pool Road
Austin, Texas 78738
512-263-5754

Developer: Grumbles Development, LP
Attn: Cosmo Palmieri
6907 Capital of Texas Highway
Austin, Texas 78731
512-637-3649

City:

For Hand Delivery City of Bee Cave
Bee Cave City Hall
4000 Galleria Parkway
Bee Cave, Texas 78738
Attn: City Manager
Ph: (512) 767-6614

with a copy to: Patty L. Akers, City Attorney
Akers & Akers 13625 Pond Springs Rd
Suite 204
Austin, Texas 78729
Ph: (512) 600-2305
Fax: (512)233-0801

The parties may change their respective addresses or addresses for those to receive copies, to any other address within the United States of America by giving at least five (5) days written notice to the other party.

7.02 Severability; Waiver. 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 unenforceable provision as is possible, unless such any such action would vitiate the terms of this Agreement, or be contrary to or inconsistent with, the intent of, or purpose or consideration for, either party entering into this Agreement. Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver of such provision or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

7.03 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas.

7.04 Entire Agreement. This Agreement and the agreements between the parties referenced herein, contain the entire agreement of the parties. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the parties as provided for herein. This Agreement and the agreements between the parties referenced herein, supersede all prior agreements between the parties concerning the subject matter hereof.

7.05 Exhibits, Headings, Construction and Counterparts. All agreements between the parties, schedules and exhibits referred to in or attached to this Agreement are incorporate

into and made a part of this Agreement for all purposes. 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.

7.06 Time. Time is of the essence in 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. A legal holiday shall be any day observed by the City as a legal holiday.

7.07 Attorney's Fees. In the event it becomes necessary for either party hereto to file a suit to enforce this Agreement or any provisions of this Agreement, the party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and court costs incurred by such prevailing party in such suit.

7.08 Assignment. The Property Owner may assign its rights and obligations under this Agreement, only in connection with a sale or conveyance of the Property. Upon any sale or conveyance of the Property, or a portion thereof, or an interest therein, the Property Owner shall require all such purchasers, grantees and/or assignee to assume all obligations under this Agreement. Failure to do so shall constitute a material default under the terms of this Agreement. The City shall have no obligation to provide notice or payments to an assignee, unless it has been furnished with this information in a timely manner. Any notice delivered to the last owner of the Property in the records of the City at the time notice is made, shall be conclusively deemed given in compliance with the terms of this Agreement.

7.09 Binding Effect. Any provision set forth in herein notwithstanding, the parties agree that provisions of this Agreement are and shall be deemed restrictions which touch and concern the Property, and shall be binding upon any assigns or successive owners of all or any portion of or interest in the Property and their respective heirs, successors and assigns. This Agreement shall be binding upon and inure to the benefit of, the parties, and future owners, tenants, subtenants and/or occupants of all or any portion of the Property, and their respective heirs, successors and assigns. This Agreement shall also be binding upon and inure to the benefit of the City and any successor which may succeed to its governmental powers and duties. For the purpose of this Agreement, the term Property Owner shall be deemed to include all assignees and successors to the Property Owner signing below, who owns the Property, or a portion thereof or an interest therein.

7.10 Interpretation. Each of the parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

7.11 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party **Exhibits**. The following **Exhibits "A"** - **"D"** are attached and incorporated by reference for all purposes:

Exhibit "A": The Property

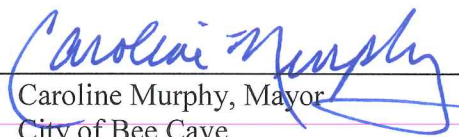
Exhibit "B": The Concept Plan

Exhibit "C": The PD Zoning Ordinance

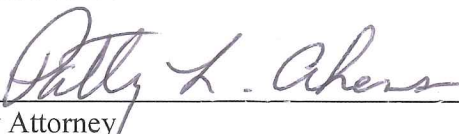
Exhibit "D": Grumbles Agricultural Development Agreement

The undersigned parties have executed this Agreement on the dates indicated below.

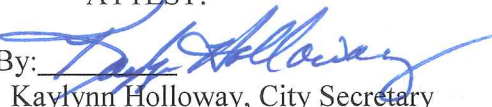
CITY OF BEE CAVE, TEXAS,
a Home Rule municipality

By: 
Caroline Murphy, Mayor
City of Bee Cave

APPROVED:

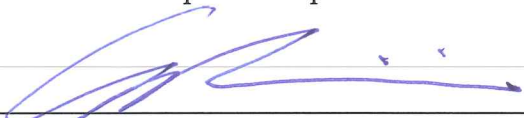

Patty L. Ahern
City Attorney

ATTEST:

By: 
Kaylynn Holloway, City Secretary
City of Bee Cave

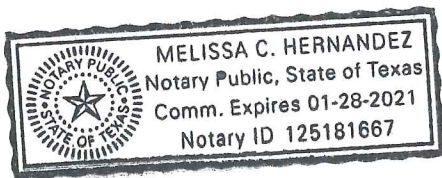
DEVELOPER:

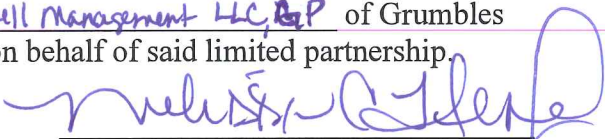
Grumbles Development, LP,
a Texas limited partnership

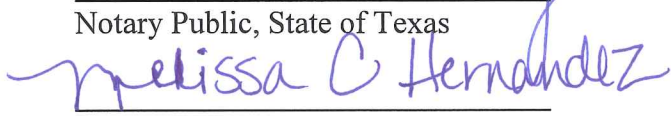


Cosmo Palmieri,

THIS INSTRUMENT was acknowledged before me on this 15th day of September, 2017, by Cosmo Palmieri, as Manager of Gray Powell Management LLC, RLP of Grumbles Development, LP a Texas limited partnership, on behalf of said limited partnership.





Notary Public, State of Texas


Printed/Typed Name of Notary
My Commission Expires:
01/28/2021

OWNER(S):

Donna L. Grumbles
Donna L. Grumbles

~~September~~ AUGUST THIS INSTRUMENT was acknowledged before me on this 16TH
day of ~~September~~, 2017, by Donna L. Grumbles, AT PENRITH, CUMBRIA, ENGLAND, SHE
HAVING PRODUCED HER U.S. PASSPORT
AND TEXAS DRIVER LICENSE BY WAY
OF IDENTIFICATION.

Jonathan M. Richardson
Notary Public, 1 ST. ANDREW'S PLACE,
PENRITH, CUMBRIA CA11 7AW, ENGLAND

JONATHAN M. RICHARDSON
Printed/Typed Name of Notary
My Commission Expires:

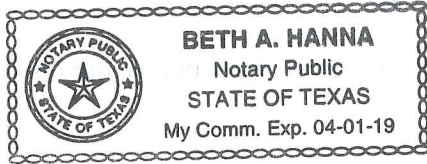
WITH LIFE



3726

Dudley Richard Grumbles
Dudley Richard Grumbles

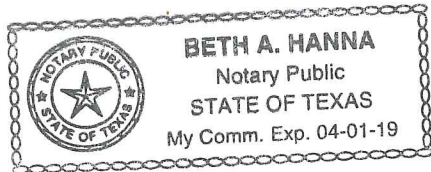
THIS INSTRUMENT was acknowledged before me on this 16th day of ~~September~~ ^{August}, 2017, by Dudley Richard Grumbles.



Beth Hanna
Notary Public, State of Texas
BETH A HANNA
Printed/Typed Name of Notary
My Commission Expires: 04/01/19

Michelle H. Grumbles
Michelle H. Grumbles

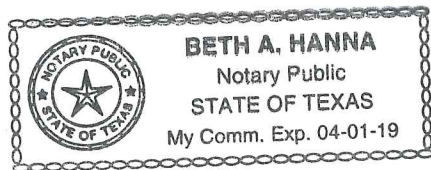
THIS INSTRUMENT was acknowledged before me on this 16th day of ~~September~~ ^{August}, 2017, by Michelle H. Grumbles.



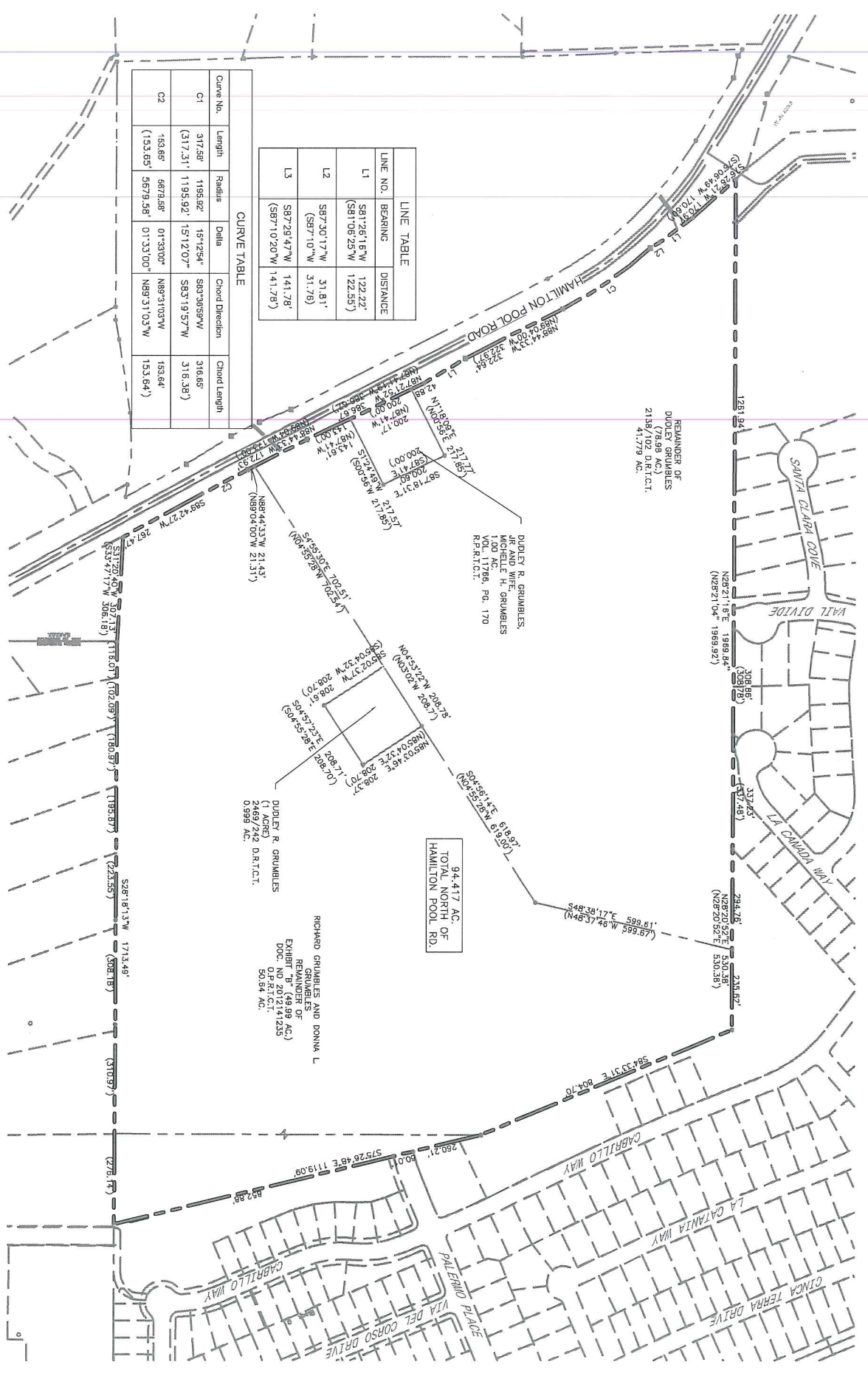
Beth Hanna
Notary Public, State of Texas
BETH A HANNA
Printed/Typed Name of Notary
My Commission Expires: 04-01-19

Carolyn Jean Grumbles
Carolyn Jean Grumbles

THIS INSTRUMENT was acknowledged before me on this 16th day of ~~September~~ ^{AUGUST}, 2017, by Carolyn Jean Grumbles.



Beth Hanna
Notary Public, State of Texas
BETH A HANNA
Printed/Typed Name of Notary
My Commission Expires: 04/01/19



LINE NO.	BEARING	DISTANCE
L1	S81°26'15"W	122.22'
	(S81°08'25"W	122.55')
L2	S87°30'17"W	31.81'
	(S87°10"W	31.78')
L3	S87°29'47"W	141.78'
	(S87°10'20"W	141.78')

CURVE TABLE

Curve No.	Length	Radius	Delta	Chord Direction	Chord Length
C1	317.58'	1195.92'	15°12'54"	S83°28'59"W	316.65'
	(317.31'	1195.92'	15°12'07"	S83°19'57"W	318.38')
C2	153.85'	5679.58'	01°33'00"	N89°31'03"W	153.64'
	(153.65'	5679.58'	01°33'00"	N89°31'03"W	153.64')

LEGEND
 --- EXISTING PROPERTY LINE



0 400'
 SCALE: 1" = 400'

MALONE WHEELER
 SINCE INC. 1955
 CIVIL ENGINEERING & DEVELOPMENT CONSULTING & PROJECT MANAGEMENT

5113 Southwest Pkwy, Suite 260
 Austin, Texas 78735
 Phone: (512) 899-0401 Fax: (512) 899-0465
 Firm Registration No. F-786

EXHIBIT 'A'

PROPOSED TRACT FOR ANNEXATION

REMAINDER OF
 DUDLEY R. GRUMBLES
 2158/102 D.R.I.C.T.
 41.779 AC.

DUDLEY R. GRUMBLES,
 JR AND WIFE, GRUMBLES,
 MARIE H. GRUMBLES
 VOL. 11786, PG. 170
 R.P.R.I.C.T.

94.417 AC.
 TOTAL NORTH OF
 HAMILTON POOL RD.

DUDLEY R. GRUMBLES
 (1 ACRE)
 2158/202 D.R.I.C.T.
 0.999 AC.

RICHARD GRUMBLES AND DONNA L.
 GRUMBLES
 REMAINDER OF
 EXHIBIT 'B' (49.99 AC.)
 DOC. 015121
 50.84 AC.

SIGNAL HILL



EXHIBIT 'B'

SHEET 03
 OF 04
 DATE: 11/20/17
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

MALONE WHEELER
 INC. INC.
 CIVIL ENGINEERING • DEVELOPMENT CONSULTING • PROJECT MANAGEMENT
 5113 Southwest Freeway, Suite 260
 Austin, Texas 78735
 Phone: (512) 899-0600 Fax: (512) 899-0655
 Firm Registration No. F-786

SIGNAL HILL ESTATES
 CITY OF BEE CAVE, TEXAS
 SITE PLAN

NO.	DATE	REVISION	BY

Exhibit C

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION FROM AGRICULTURAL USE (“AG”) TO PLANNED DEVELOPMENT DISTRICT WITH A BASE ZONING OF SINGLE FAMILY RURAL RESIDENTIAL USE (“PDD-SF-RR”) OF AN APPROXIMATE 128 ACRE TRACT OF LAND LOCATED AT _____ AND GENERALLY LOCATED NORTH AND SOUTH OF HAMILTON POOL ROAD AND ____ MILES SOUTH OF HIGHWAY 71, AS MORE FULLY DESCRIBED IN EXHIBIT “A”, ATTACHED HERETO, AND AS DEPICTED IN EXHIBIT “B”, THE CONCEPT PLAN, IN THE CITY OF BEE CAVE, TEXAS; AND PURSUANT TO THE GRUMBLES DEVELOPMENT AGREEMENT, DATED _____, 2017, DESCRIBED HEREIN BETWEEN THE CITY OF BEE CAVE, AND GRUMBLES DEVELOPMENT, LP, A TEXAS LIMITED PARTNERSHIP (“DEVELOPER”) AND DONNA L. GRUMBLES, DUDLEY RICHARD GRUMBLES, MICHELLE H. GRUMBLES, AND CAROLYN JEAN GRUMBLES (COLLECTIVELY “PROPERTY OWNERS”); MAKING PROVISION FOR COMPLIANCE WITH THE CITY’S CODE OF ORDINANCES AS MODIFIED BY THE DEVELOPMENT AGREEMENT AND AUTHORIZING THE CITY MANAGER TO ESTABLISH THE ZONING ON THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PROPER NOTICE AND MEETING; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Owners and Developer of the land described in Exhibit “A” attached hereto, consisting of approximately 94 acres (the “Property”) have requested that the zoning of the Property be amended from Agriculture Use to Planned Development District with a base zoning of Single Family Rural Residential District;

WHEREAS, the Property described herein was previously included in a Development Agreement (the “Development Agreement”) dated _____, 2017, between the Owners, Developer and the City;

WHEREAS, Owners and Developer intend to develop the Property as a master-planned rural residential community in accordance with the Development Agreement, attached hereto as Exhibit “C” and as depicted in Exhibit “B” the Concept Plan which are attached hereto and incorporated herein (the “Project”); and

WHEREAS, said 94 acre Property was recently annexed into the City of Bee Cave, Texas, city limits on _____, 2017; and

WHEREAS, the notices as required by the City's Zoning Ordinance have been published in the official newspaper and given to adjacent property owners; and

WHEREAS, public hearings have been held by both the Planning and Zoning Commission and the City Council as required by law and the City Council has taken into account the comments received in the public hearings; and

WHEREAS, Section 32.03.015 of the City's Zoning Ordinance provides that the purpose of a Planned Development District is to provide for the development of land as an integral unit for single or mixed use in accordance with a Planned Development Concept Plan ("Concept Plan") that may include uses, regulations and other requirements that vary from the provisions of other zoning districts, and to encourage flexible and creative planning to ensure the compatibility of land uses, and to allow for the adjustment of changing demands to meet the current needs of the community; and

WHEREAS, a complete application for amendment of the zoning for the Property as described herein has been submitted to the City;

WHEREAS, the Property Owners have requested that the zoning be approved in accordance with the Development Agreement as described in this Ordinance and in Exhibit "B" and Exhibit "C";

WHEREAS, the City finds that the developments standards described in the Development Agreement as modified herein, accomplish the purposes of a Planned Development District as required in Sec. 32.03.015

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS:

SECTION 1. Findings of Fact. All of the above premises are hereby found to be true and correct legislative and factual findings of the City and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. Amendment. That the City Zoning Ordinance and Map of the City of Bee Cave, Texas, be and the same are hereby amended so as to grant a change of zoning from Agriculture to Planned Development-Single Family Rural Residential ("PDD-SF-RR") for the Property described in Exhibit "A".

SECTION 3. Development. That the Property shall be developed in compliance with the Development Agreement except as modified by this Ordinance. A copy of the Development Agreement is attached hereto as Exhibit "C".

SECTION 4. Concept Plan. That the Concept Plan for this Planned Development District which is attached hereto as Exhibit "B" and which is made a part hereof for all purposes is hereby approved for said Planned Development District as required by Chapter 32, of the Code of Ordinances of the City of Bee Cave, Texas. Any proposed use

or development depicted on the Concept Plan (including location of specific lots) shall not be deemed authorized or approved by the City of Bee Cave until a final site plan ("Site Plan") and final Plat ("Plat") is approved for such use and/or development in accordance with the terms and conditions of Chapter 32 and Chapter 30 of the Code of Ordinances.

SECTION 5. Uses. Only those uses specifically described in the Development Agreement, as modified by this Ordinance shall be authorized uses in accordance with the Concept Plan. Any other uses ordinarily allowed in a SF-RR District shall be authorized if approved by the City in a subsequent amendment to the Concept Plan and this Ordinance, because the Development Standards described in the Development Agreement and described herein are specific to the proposed Project based upon the proposed lay out of lots, the size of the lots, the configuration of development relative to Little Barton Creek and the other Development Standards afforded to this Project. The authority granted by this Ordinance is therefore specific to the Project that has been represented in the Owner's and Developer's application and as depicted in the Concept Plan and as described in the associated Development Standards.

SECTION 6. Amendments to Development Standards. All changes to the overall Project or any expansions of uses for the Project require an amendment to this Ordinance and to the Concept Plan (unless considered "Minor Changes"). However, any changes in the Development Standards, not associated with a change in use or overall changes to the Project, and that are approved by City Council in subsequent site plan or plat approvals shall not require an amendment to this Ordinance. In such cases, Developer shall provide City with updated and accurate Concept Plans reflecting such changes.

SECTION 7. Project buildings shall be constructed in accordance with Architectural Standards contained in the City's Code of Ordinances and as described in the Development Agreement described in Exhibit "C", attached hereto.

SECTION 8. Severability. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjusted or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of Chapter 32, Zoning, of the City of Bee Cave Code of Ordinances and Map as a whole.

SECTION 9. Effective Date. That this Ordinance shall take effect immediately from and after its passage.

SECTION 10. Notice and Meeting Clause. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED by the City Council of the City of Bee Cave, Texas, on the
__ day of _____, 2017.

CITY OF BEE CAVE, TEXAS

Caroline Murphy, Mayor

ATTEST:

Kaylynn Holloway, City Secretary

APPROVED AS TO FORM:

Patty L. Akers, City Attorney

Exhibit D

CITY OF BEE CAVE/GRUMBLES (SIGNAL HILL) DEVELOPMENT AGREEMENT
DEVELOPMENT AGREEMENT AND MEMORANDA OF MATTERS AFFECTING REAL
PROPERTY

This Memorandum is made to evidence the existence of the Grumbles Development Agreement affecting the real property described in Exhibit "A", attached hereto which Agreement is dated effective 8/8, 2017.

- (1) The Agreement addresses the rights and obligations of the landowners of the property described in Exhibit "A" for development the Property.
- (2) The Agreement is binding on the parties, and their successors and assigns.
- (3) The original Agreement is on file with the City Secretary of the City of Bee Cave, Texas and such Agreement is hereby referenced and incorporated herein for all purposes as if copied herein.

City of Bee Cave

Caroline Murphy
Caroline Murphy, Mayor

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 5th day of September, 2017, by Caroline Murphy, Mayor of the City of Bee Cave, a Texas Home Rule municipal corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the 5th day of September 2017.

Kaylynn Holloway
Notary
KAYLYNN HOLLOWAY
NOTARY PUBLIC
State of Texas
Comm. Exp. 04-05-2019
My Commission expires: 4-6-2019

AFTER RECORDING, RETURN TO:

City of Bee Cave
Kaylynn Holloway
City Secretary
4000 Galleria Parkway
Bee Cave, Texas 78738

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Sep 28, 2017 03:25 PM 2017156699

WILLIAMSJ: \$126.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.