



DSRP Board of Directors Regular Meeting

City of Dripping Springs Ranch Park Event Center

1042 Event Center Drive – Dripping Springs, Texas

Wednesday, December 06, 2023, at 11:00 PM

AGENDA

CALL TO ORDER & ROLL CALL

Board Members

Todd Purcell, Chair

Terry Polk, Vice Chair

Pam Owens, Secretary

Mike Carroll

Sean Casey

Penny Reeves

Staff, Consultants & Appointed/Elected Officials

Parks & Community Services Director Andy Binz

DSRP Event Center Manager Emily Nelson

DSRP Event Center Assistant Manager Lily Sellers

Council Member Sherrie Parks

PRESENTATION OF CITIZENS

A member of the public who wishes to address the Board regarding items on the posted agenda may do so at Presentation of Citizens. For items posted with a Public Hearing, the Board requests that members of the public hold their comments until the item is presented for consideration. Members of the public wishing to address matters not listed on the posted agenda may do so at Presentation of Citizens. Speakers are allotted two (2) minutes each and may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the Board. Speakers are encouraged to sign in to speak, but it is not required. By law no action shall be taken during Presentation of Citizens.

MINUTES

- 1. Discuss and consider approval of the October 4, 2023, Dripping Springs Ranch Park Board of Directors regular meeting minutes.**

BUSINESS AGENDA

- 2. Discuss and consider possible action regarding DSRP Board meeting frequency.**
- 3. Discuss and consider recommendation regarding an Amendment to the Hays County Interlocal Agreement related to use of the Dripping Springs Ranch Park Event Center.**

REPORTS

Reports listed are on file and available for review upon request. The Board may provide staff direction; however, no action shall be taken.

4. DSRP Manager's Report *Emily Nelson, DSRP Manager*

EXECUTIVE SESSION AGENDA

The Board has the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development). Items listed elsewhere in the agenda may be added to the Executive Agenda. The Board may act on any item listed in Executive Session in Open Session, and no action shall be taken during the Executive Session.

UPCOMING MEETINGS

DSRP Board Meetings

January 3, 2024, at 11:00 a.m.

February 7, 2024, at 11:00 a.m.

March 6, 2024, at 11:00 a.m.

City Council Meetings

December 19, 2023, at 6:00 p.m.

January 2, 2024, at 6:00 p.m.

January 16, 2024, at 6:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

*I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, www.cityofdrippingsprings.com, on **December 1, 2023, at 12:30 p.m.***

Andrea Cunningham, City Secretary

This facility is wheelchair accessible. Accessible parking spaces are available. Requests for auxiliary aids and services must be made 48 hours prior to this meeting by calling (512) 858-4725.



DRIPPING SPRINGS RANCH PARK BOARD OF DIRECTORS

City of Dripping Springs

Ranch Park Event Center, 1042 Event Center Drive

Wednesday, October 04, 2023, at 11:00 AM

MINUTES

CALL TO ORDER AND ROLL CALL

With a quorum of the Board present, Chair Purcell called the meeting to order at 11:00 a.m.

Board Members present were:

Todd Purcell, Chair
Terry Polk, Vice Chair
Penny Reeves
Mike Carroll

Board Member absent was:

Pam Owens, Secretary

Staff, Consultants & Appointed/Elected Officials

Parks & Community Services Director Andy Binz
DSRP Manager Emily Nelson
DSRP Assistant Manager Lily Sellers
Council Member Sherrie Parks

PRESENTATION OF CITIZENS

A member of the public who desires to address the Board regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the Board's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the Board. It is the request of the Board that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speaker are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens for the City Secretary. By law no action may be taken during Presentation of Citizens.

John McIntosh spoke regarding dirt mounds and creatin obstacles on the mountain bike trails at Ranch Park.

MINUTES

1. **Discuss and consider approval of the April 5, 2023, DSRP Board of Directors regular meeting minutes.**

A motion was made by Board Member Reeves to approve the April 5, 2023, DSRP Board of Directors regular meeting minutes. Vice Chair Polk seconded the motion which carried unanimously 4 to 0.

2. **Discuss and consider approval of the August 8, 2023, DSRP Board of Directors regular meeting minutes.**

A motion was made by Board Member Carroll to approve the August 8, 2023, DSRP Board of Directors regular meeting minutes. Board Member Reeves seconded the motion which carried unanimously 4 to 0.

BUSINESS

3. **Discuss and consider approval of the 2024 DSRP Board of Directors meeting calendar.**

Via unanimous consent, the Board approved the 2024 DSRP Board of Directors meeting calendar.

4. **Discuss and consider possible action regarding an amendment to Board of Directors Membership, Chapter 2, Article 2.04, Division 5 DSRP Board of Directors, Section 2.04.123(b) (City of Dripping Springs Code of Ordinances).**

A motion was made by Vice Chair Polk to recommend City Council approve expanding Board Membership to seven (7) at-large members. Board Member Reeves seconded the motion which carried unanimously 4 to 0.

EXECUTIVE SESSION

The Dripping Springs Ranch Park Board of Directors for the City of Dripping Springs has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development). The Dripping Springs Ranch Park Board of Directors for the City of Dripping Springs may act on any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

The Board did not meet in Executive Session.

UPCOMING MEETINGS

DSRP Board Meetings

November 1, 2023, at 11:00 a.m.

December 6, 2023, at 11:00 a.m.

City Council Meetings

October 17, 2023, at 6:00 p.m.

November 7, 2023, at 6:00 p.m.

November 21, 2023, at 6:00 p.m.

ADJOURN

Via unanimous consent, the Board adjourned the regular meeting.

AMENDED AGREEMENT BETWEEN THE CITY OF DRIPPING SPRINGS, TEXAS AND HAYS COUNTY, TEXAS FOR USE OF THE DRIPPING SPRINGS RANCH PARK BY HAYS COUNTY, BASED ON FUNDING OF CONSTRUCTION OF THE DRIPPING SPRINGS RANCH PARK, FORMERLY KNOWN AS HARRISON RANCH PARK, A PUBLIC PROPERTY OWNED BY THE CITY OF DRIPPING SPRINGS, TEXAS

This Agreement is made and entered into by Hays County, a political subdivision of the State of Texas (“County”) and the City of Dripping Springs, Texas, a general law municipality (“City”) under the authority of Chapter 791, of the Texas Government Code.

For and in consideration of the mutual agreements herein exchanged, County and City hereby contract as follows:

I. Purpose and Legal Authority

- 1.1 The purpose of this Agreement is to provide for the use of the Dripping Springs Ranch Park by Hays County in consideration for County funding of design and construction of various improvements at the Dripping Springs Ranch Park property, formerly known as the Harrison Ranch Park property, used for park, recreation and/or conservation purposes owned by the City. The Property is located within the corporate limits of the City.
- 1.2 The City and County, as units of local government, are authorized by § 791.011 of the Texas Government Code to contract with each other to perform certain governmental functions and services. As defined in § 791.003(3)(E) of the Texas Government Code, such governmental functions and services include parks and recreation.
- 1.3 The County’s obligations under this Agreement include, after the performance of certain conditions precedent as cited in this Agreement, the funding of construction costs for facilities that Ranch Park will provide to the County and its citizenry. By and through this Agreement, as more particularly specified elsewhere in the Agreement, Ranch Park will generally serve the recreational needs of the County, some of which have previously been served by a County-owned facility. The County’s funding toward Ranch Park enhanced Ranch Park’s utility as a public park and recreation area for the use and enjoyment of County citizens.
- 1.4 All of the duties and obligations of the County and the City under this Agreement shall be performed from lawfully available current revenues.
- 1.5 This Agreement has been approved by the Hays County Commissioner’s Court and the Dripping Springs City Council as required by § 791.011 of the Texas Government Code.

II. Term.

- 2.1 This Agreement is made for a term beginning on the _____ day of _____ 2023 and shall remain in effect for a period of ten (10) calendar years ending in December 2033.

III. City's Duties - General

- 3.1 In consideration of County's funding of the construction of the Dripping Springs Ranch Park and its obligations under this Agreement, City shall:
- a. Reserve Ranch Park's facilities to the County for use by it or certain third parties and for the time periods specifically provided in Exhibit "A".
 - b. Such accommodations shall be provided in accordance with the standard terms and conditions then in effect that are generally applied to Ranch Park users.
 - c. All uses provided via this Interlocal Agreement pursuant to this Section and Exhibit "A" shall be made on as space-available basis. The City shall take all steps reasonably necessary to ensure that space is available for those entities listed in Exhibit "A", but may not be required to move reservations previously made by other third parties.
 - d. The Calendar Year for number of uses shall run from October 1 to September 30.
- 3.2 In consideration of the County's funding of the Ranch Park and its obligations under this Agreement, City shall acknowledge County contributions to Ranch Park by including reference to Hays County on public signage and public literature that promotes and/or serves Ranch Park.
- 3.3 City shall continue to operate Ranch Park as a public facility for the use and benefit of Hays County residents, with reasonable limitations on the time, place, and manner of the public's use.
- 3.4 City shall be solely responsible for costs related to the operation and maintenance of Ranch Park. County shall not be responsible for any costs related to operation and maintenance of Ranch Park except through separate written agreement.
- 3.5 City shall appoint a point of contact for communication with Hays County. If not otherwise appointed by the City Administrator, the point of contact shall be the Dripping Springs Ranch Park Manager.

IV. County's Rights and Duties.

- 4.1 Hays County shall appoint a point of contact who will coordinate all rentals under this agreement and shall be the final approval authority for all Hays County rentals under this agreement. The point of contact for all uses scheduled under this Agreement will be the presiding Commissioner of Precinct 4 of Hays County at the time a reservation is made.

- 4.2 Hays County shall complete rental agreements and provide insurance for each event it reserves.
- 4.3 Hays County or certain third parties who use the Ranch Park shall be responsible for all custodial fees for all events unless:
 - a. the event has 30 or less attendees; and
 - b. food is not served.
- 4.4 Excluding costs that fall within Section 3.4 of this Agreement, Hays County or certain third parties who use the Ranch Park shall be responsible for all fees other than rental room rates, including but not limited to, additional staffing or special equipment.
- 4.5 Hays County or certain third parties who use the Ranch Park shall be responsible for setting up and tearing down all tables and chairs or pay for additional staffing.
- 4.6 Ranch Park usage hours are limited to 8 a.m. to 9 p.m. Monday through Friday. Additional charges may apply if staff is needed outside of these hours for an event, including set-up or break down. Election dates will not incur charges so long as extra staffing is not needed.

V. Approval and Amendment.

- 5.1 This Agreement shall become effective and binding on the City and the County upon approval by the Hays County Commissioners Court and the Dripping Springs City Council.
- 5.2 This Agreement can be amended only by written approval of both the Hays County Commissioners Court and the Dripping Springs City Council.
- 5.3 Ruben Becerra, Hays County Judge, is authorized to sign this Agreement on behalf of Hays County, Texas. Bill Foulds, Jr., Mayor, is authorized to sign this Agreement on behalf of the City of Dripping Springs, Texas.

VI. Representations.

- 6.1 City and County each make the following representations to each other as inducements to enter into this Agreement:
 - a. That it has the legal authority to enter into this Agreement for the purposes stated herein and to perform the obligations it has undertaken hereunder,
 - b. That the meetings at which this Agreement and any amendments were approved were held in accordance with the Texas Open Meetings Act, Chapter 551, Texas Government Code;
 - c. That it has been represented by legal counsel and has had legal counsel available to it for consultation prior to entering into this Agreement;

- d. That the officer who signed this Agreement has the legal authority to sign documents on its behalf;
- e. That before this Agreement was approved, its governing body had already identified and its staff had already segregated sufficient lawfully available current funds for performance of all of its obligations under this Agreement even if such performance extends beyond the fiscal year in which this Agreement was approved and executed.

VII. Severability.

- 7.1 If any clause, sentence, paragraph, or article of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such determination shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion. To this extent, the provisions of this Agreement are declared to be severable.

VIII. Entire Agreement.

- 8.1 This Agreement contains the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior understandings and agreements between the parties regarding the specific improvements and third-party rentals contemplated in this Agreement. This Agreement may not be modified or amended except by written agreement duly executed by City and County and approved in the manner provided above.

IX. Interpretation

- 9.1 The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, which is codified as Chapter 791 of the Texas Government Code. All terms and provisions hereof are to be construed and interpreted consistently with that Act. This Agreement shall not be more strictly construed against either City or County.

X. Applicable Law and Venue

- 10.1 This Agreement shall be construed in accordance with the laws of the State of Texas. All obligations hereunder are performable in Hays County, Texas, and venue for any action arising hereunder shall be in Hays County, Texas.

Exhibit “A” – Rentals

1. Monday-Thursday (Non-Peak Reservation Window):
 - a. Hays County: Eight (8) Monday-Thursday 12-Hour rentals per year
 - b. Social Service Entities: Six (6) Monday-Thursday 12-hour rentals per year
 - c. Texas Agri-Life Extension: Three (3) Monday-Thursday 12-Hour rentals per year
 - d. Hays County 4-H Horse Project: Twenty (20) Monday evenings per year (to end by 9 p.m.)
 - e. If additional Monday-Thursday rentals are needed, a 50% discount to room rental rates apply when such rentals are timely scheduled.
2. Friday-Sunday (Peak Reservation Window)
 - a. Hays County and Social Service Entities named above for up to 12 events per year—12 hour rentals:
 - i. 25% discount off room rental rates if rental made over 90+ days in advance during prime reservation window.
 - ii. 50% discount off room rental rates if rental made between 45-89 days in advance during prime reservation window.
 - iii. 75% discount room rental rates if rental made between 0-44 days in advance during prime reservation window.
 - b. Hays County 4-H Horse Project:
 - i. Three (3) 12-Hour rentals per year for a Horse Point Show in Main Arena.
 - ii. Saturday or Sunday will be dependent upon paid event rentals.
3. Election Days:
 - First Tuesday of November 2024-2033 at no charge
 - Additional day per year at no charge
 - Upon written agreement by the Hays County Commissioners Court and Dripping Springs City Council, Early Voting may be approved through use of other days than those listed above or by separate written agreement when such dates are requested by Hays County and are available.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF DRIPPING SPRINGS, TEXAS AND HAYS COUNTY, TEXAS FOR THE IMPROVEMENT OF HARRISON RANCH PARK, A PUBLIC PROPERTY OWNED BY THE CITY OF DRIPPING SPRINGS, TEXAS

This Agreement is made and entered into by Hays County, a political subdivision of the State of Texas (“County”) and the City of Dripping Springs, Texas, a general-law municipality (“City”) under the authority of Chapter 791, of the Texas Government Code.

For and in consideration of the mutual agreements herein exchanged, County and City hereby contract as follows:

I. Purpose and Legal Authority.

- 1.1 The purpose of this Agreement is to provide for the design, bidding, and construction of various park improvements at the Harrison Ranch Park property used for park, recreation and/or conservation purposes owned by the City. The Property is located within the corporate limits of the City of Dripping Springs. Legal descriptions of the Property are attached hereto as Exhibit “C.” Improvements to the Project are described in Exhibit “A”, attached hereto and incorporated herein by reference and referred in this Agreement as “the Project.” The proposed location of the Project improvements is depicted on the Site Plan attached as Exhibit “B.” As more specifically provided herein, the County is providing Bond Funds and the City is providing Matching Funds for improvement of the Project. City and County, as units of local government, are authorized by §791.011 of the Texas Government Code to contract with each other to perform certain governmental functions and services. As defined in §791.003 of the Texas Government Code, such governmental functions and services include parks and recreation.
- 1.2 The County’s obligations under this Agreement include, after the performance of certain conditions precedent as cited in Section VI of this Agreement, the funding of some the improvements upon the Project, which will enhance its utility as a public park, recreation and/or conservation area, from the proceeds of bonds issued with the approval of the voters of Hays County, Texas, at an election held on May 12, 2007 (the “Bond Funds”),

authorizing the issuance of general obligation bonds in the amount of \$30,000,000.00 for “parks, natural areas, open space, and related projects, and the preservation of water quality, aquifer recharge areas, and wildlife habitat.”

1.3 All of the duties and obligations of the County and the City under this Agreement shall be performed from lawfully available current revenues.

1.4 This Agreement has been approved by the Hays County Commissioners Court and the Dripping Springs City Council as required by §791.011 of the Texas Government Code.

II. Term of Agreement.

2.1 This Agreement is made for a term beginning on the 1st day of January 2011, and shall remain in effect until the Project has been completed and final payment to the contractor(s) has been made by the City as provided in Section 4.4 below. This Agreement shall terminate on December 31, 2014, at which time any monies provided by the County under this Agreement and not expended by the City for the purposes described herein shall be returned to the County.

2.2 Failure to perform improvements within the time period stipulated in this Agreement will result in the unused portion of the County funds contributed under this Agreement being returned to the County.

III. City’s Duties – General

3.1 City staff shall prepare bid documents and construction contract(s) (whether one or more, the “Construction Contract”), and shall comply with all applicable federal and state laws and city ordinances regarding the award of contract(s) for construction and improvement of the Project.

3.2 In consideration of County’s obligations under this Agreement, City shall:

- a. provide funds (including grant funds from other sources), real property, and/or in-kind funds, the value of which shall equal or exceed One Million, Seven Hundred Thousand Dollars (\$1,700,000.00 USD), which shall represent funds that match

County's contribution of funds under this Agreement ("Matching Funds"). Said Matching Funds are further described in Section 4.5 of this Agreement.

- b. in any Construction Contract executed for improvement of the Project, require a payment bond for contracts in excess of fifty thousand dollars (\$50,000.00 USD), a performance bond for contracts in excessive of one hundred thousand dollars (\$100,000.00 USD), insurance, and all other terms and conditions that the City includes in a public park construction contract and in accordance with all applicable federal and state laws and city ordinances;
- c. in any Construction Contract executed for improvement of the Project, require five percent (5%) retainage by the City on each payment to the Contractor;
- d. in any Construction Contract executed for improvement of the Project, provide that neither the County, nor the City shall control the method or means of performance of the work by the Contractor and any subcontractors; and
- e. in any Construction Contract executed for improvement of the Project, state that Contractor is an independent contractor of the City.

3.3 Following the award of any Construction Contract, City staff will oversee execution of the contract documents and provide a notice to proceed to the Contractor only after any and all contingencies contained in the Construction Contract documents have been met.

IV. City's Duties – Construction Phase of the Project.

- 4.1 The City shall monitor any Contractor's compliance with all terms and conditions of the Construction Contract. City staff shall notify Contractor, in writing of any deficiencies or defaults.
- 4.2 The City shall inspect the work done by any Contractor to verify the delivery of materials and completion of work as represented in each payment draw.
- 4.3 The City shall review and approve payment draw requests and supporting documentation.

- 4.4 For all payment draws except the final payment draw submitted by Contractor, City shall promptly pay the Contractor directly after its approval of the payment draws, less a 5% retainage and less any other amounts authorized to be withheld under the Construction Contract. For the final payment draw submitted by Contractor, City shall make final payment to Contractor only after release of retainage is authorized by the City.
- 4.5 City hereby represents that County's grant of funds cited in Section 5.1 shall be matched with land value, in-kind contributions, and/or cash by the City, the five hundred thousand dollar (\$500,000.00 USD) Texas Parks and Wildlife Department grant awarded to the City for the Project, private funding, and/or any other source, for a total match of One Million, Seven Hundred Thousand Dollars (\$1,700,000.00 USD). The City and County agree to collaborate in maintaining an ongoing list that accounts for contributions for the Project that are used as match by the City.
- 4.6 In regard to any Property that is being credited for "In-Kind" match under this Agreement, the City hereby represents that it has not previously used any of that Property as "In-Kind" match under any other agreement or grant program.
- 4.7 City shall acknowledge County participation and partnership in the Project by including reference to Hays County on public signage and public literature that promotes and/or serves Property.
- 4.8 If the Project changes substantially from that described in Exhibit "A," City shall contact the County Judge in writing. Substantial changes to the Project must be reviewed and approved by the County Commissioners Court. If changes are not approved, City shall:
- (1) proceed with original Project as described in Exhibit "A"; or
 - (2) refund to County the estimated County funds allocated to the portion of the Project that has changed.

V. County's Rights and Duties.

- 5.1 Subject to the conditions precedent cited in Article VI of this Agreement, County shall pay City an amount not to exceed One Million, Seven Hundred Thousand Dollars (\$1,700,000.00 USD) in Bond Funds, which are lawfully available current funds, for the construction of the Project, to be paid in lump sum within fifteen (15) business days of the beginning date of this Agreement cited in Section 2.1, above.
- 5.2 County shall, upon ten (10) business days' written notice to City, have a right to inspect all receipts, invoices, proofs of purchase, and records of expenditures related to the Project. County's rights under this Section shall extend until three (3) years after the termination date cited in Section 2.1, above.
- 5.3 Subject to the conditions in Article IV, Section 4.8 of this Agreement, County shall reserve the right to be reimbursed the estimated funds allocated to the portion of the Project that is subject to change.

VI. Conditions Precedent.

- 6.1 This Agreement shall become effective and binding on the City and the County upon approval by the Hays County Commissioners Court and the Dripping Springs City Council.
- 6.2 **Public Dedication of Park Improvements.** The City hereby presents evidence to the County that the Property associated with the Project is burdened with a public dedication in perpetuity, or its equivalent, that runs with the land and grants a right of access to the public, with reasonable limitations on the time, place, and manner of the public's use ("Public Dedication").

VII. Amendments.

- 7.1 This Agreement can be amended only by written approval of the Hays County Commissioners Court and the Dripping Springs City Council.

VIII. Authorization to Sign.

- 8.1 Elizabeth "Liz" Sumter, Hays County Judge, is authorized to sign this Agreement on behalf of Hays County, Texas. Todd Purcell, Mayor, is authorized to sign this Agreement on behalf of the City of Dripping Springs, Texas.

IX. Representations.

- 9.1 City and County each make the following representations to each other as inducements to enter into this Agreement:
- a. That it has the legal authority to enter into this Agreement for the purposes stated herein and to perform the obligations it has undertaken hereunder;
 - b. That the meetings at which this Agreement and any amendments were approved were held in accordance with the Texas Open Meetings Act, Chapter 551, Texas Government Code;
 - c. That it has been represented by legal counsel and has had legal counsel available to it for consultation prior to entering into this Agreement;
 - d. That the officer who signed this Agreement has the legal authority to sign documents on its behalf;
 - e. That before this Agreement was approved, its governing body had already identified and its staff had already segregated sufficient lawfully available current funds for performance of all of its obligations under this Agreement even if such performance extends beyond the fiscal year in which this Agreement was approved and executed.

X. Severability.

- 10.1 If any clause, sentence, paragraph or article of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such determination shall not be deemed to impair, invalidate, or nullify the remainder of this

Agreement if the Agreement can be given effect without the invalid portion. To this extent, the provisions of this Agreement are declared to be severable.

XI. Entire Agreement.

- 11.1 This Agreement contains the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be modified or amended except by written agreement duly executed by City and County and approved in the manner provided in Section VII above.

XII. Interpretation

- 12.1 The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, which is codified as Chapter 791 of the Texas Government Code. All terms and provisions hereof are to be construed and interpreted consistently with that Act. This Agreement shall not be more strictly construed against either City or County.

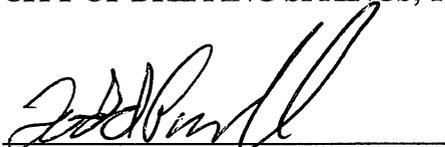
XIII. Applicable Law and Venue

- 13.1 This Agreement shall be construed in accordance with the laws of the State of Texas. All obligations hereunder are performable in Hays County, Texas, and venue for any action arising hereunder shall be in Hays County, Texas.

EXECUTED IN DUPLICATE ORIGINALS THIS 14th DAY OF December 2010.

CITY OF DRIPPING SPRINGS, TEXAS :

HAYS COUNTY, TEXAS:



TODD PURCELL
MAYOR



LIZ SUMPTER
HAYS COUNTY JUDGE

ATTEST:



JOANN TOUCHSTONE
CITY SECRETARY

ATTEST:



LINDA FRITSCHÉ
HAYS COUNTY CLERK



Exhibit A
The Project



Harrison Ranch Park Project Description

August 11, 2010

1 GENERAL INFORMATION

The project is sponsored by the City of Dripping Springs, located in Hays County. The name of the park is Harrison Ranch Park.

2 THE PROJECT AND ITS ELEMENTS

2.A OVERVIEW

Harrison Ranch is conveniently located on the outskirts of the Dripping Springs City Limits, immersed in the Hill Country landscape in which the City was founded. The aim of the project is to preserve a legacy of the City's foundation in farming and ranching, enabling future generations to remain rooted to the Hill Country lands and ways of life.

The project has a funding plan that involves assistance from Hays County and a grant from the Texas Parks and Wildlife Department (TPWD) TRPA Outdoor Recreation program to turn it into a park.

Sources of Support for the proposed project, including total contributions committed to date:

- \$775,000 from Hays County Parks Bond Issue (Land Acquisition)
- \$943,477 from City of Dripping Springs (Land Acquisition)
- \$500,000 from Texas Parks and Wildlife Department (Improvements)
- \$30,000 in-kinds donations from KBDJ, LP& Industrial Asphalt, Inc, Lone Star Paving, S & T Ranch Services, Southwest Custom Constructors-labor and materials for the new entrance
- \$25,000 committed Individual Donors
- \$11,000 from Wild West Fest Fund Raiser (Operations/Fundraisers)
- \$20,000 from HEB
- \$7,000 from Harrison Ranch Park Partners

- \$5,000 from *Playday Buckle Series*
- \$5,000 from *Boot Scoot Ball*

Even while under development, the park has been utilized by City of Dripping Springs Parks and Recreation Summer Programs, the tremendously popular Wild West Festival, Future Farmers of America and Ag-Boosters events as well as other riding and equestrian competitions and playdays. From summer youth camps to adult wine tastings to community-wide events drawing thousands of tourists, Harrison Ranch Park has already benefitted more than 3,000 people in our area even before being fully developed.

2.B LAND ACQUISITION

Harrison Ranch was a family-owned ranch in the Dripping Springs ETJ, just north of the City. It spans some 68 acres facing RR12, across from Dripping Springs Elementary School. The property is heavily wooded with a rolling landscape that has been carefully preserved by the Harrison family. A segment of Little Barton Creek runs through the property, supporting an abundance of native plants and wildlife.

When the property became available, the City approached Hays County for assistance in purchasing the property. The transaction costs totaled \$1,693,477. Soon the transaction was consummated with the County contributing \$775,000 and the City putting in the difference.

1.B FACILITIES

The following is a list of recreational facilities to be constructed as part of the proposed project. These plans were adopted by the City of Dripping Springs City Council in January 2010.

Planned locations for facilities can be seen on the Site Plan.

1 – Wildlife Viewing/Study Area

Approximately 6 acres surrounding Little Barton Creek is being set aside for dedication as a wildlife preservation/conservation area. No development is planned for the area, other than the park trail which will run around the perimeter and some unobtrusive signage to aid in the recognition and appreciation of native plants and wildlife. Any intrusive nonnative species will be removed and replaced with native plants.

2- Primitive Tent Campsites

Adjacent to the dedicated open space but still in the natural area of the park is a location for primitive campsites. The area will be cleared and demarked for the purpose, but otherwise left undeveloped.

3 – Trail

The park trail encompasses the perimeter of the park and loops across it to reach the various recreation facilities. About one mile of the trail will be 6' wide and two miles of it will be 8' wide. The pedestrian trail surface will be crushed granite with the equine surface formed from the existing substrate.

Intended primarily for pedestrian traffic, the path will also support wheelchairs, and potentially bicycle traffic when horses are not next to the trail. Horse traffic will be contained alongside the pedestrian trail but not be sharing the same exact path as walkers, hikers and runners. The uses will be safely segregated with appropriate signage.

4- Disk Golf

An 18-hole course for disk (Frisbee) golf will meander around the park, generally following the course of the trail. Regulation pole holes, tee signs, and tee pads will be constructed.

5- Picnic Areas

The park will have two picnic areas, one near the pavilion and the other by the ranch house. A total of four tables and four waste disposal units will be provided. The table locations will be cleared and a base surface will be laid down.

6- Horseshoes and Washers

Two regulation horseshoe courts and two regulation washer courts will be located near the first picnic area. Construction will include the stakes and goals, but users are expected to bring their own horseshoes and washers. Bench seating will be provided.

7- Playground

Also near the picnic area, there will be a playground with modern equipment suited for younger children.

8- Open Play Area

About an acre will be cleared for use as an open play area, suitable for flag football, kite flying, croquet, or other activities. The surface will be flattened and planted with native grass.

9- Pavilion

Most of the construction budget will go to an open air covered pavilion suited for use with equestrian and multi-purpose events. The structure will be 450' x 200' x 24' and includes bleacher seating, concession area, and restroom facilities.

3 PROJECT JUSTIFICATIONS

3.A RECREATION NEEDS

The City's current inventory of park amenities leaves several segments of the population with unmet needs and underserved. The existing parks are mainly aimed at team sports – youth leagues in particular – and lack a significant natural component. Furthermore, there is nothing for horse riders and nowhere for outdoor cultural events such as horse shows, rodeos, livestock contests, and/or concerts. The intense projected development within the city limits has created a deficit of open space that would

be needed for facilities such as disk golf, open play, primitive camping, or a wildlife viewing area with nature studies. All of which were recently reported by way of a community assessment and integrated into the Parks, Recreation and Open Space Department's master plan as of 2007 as high priority community wants and needs. The Harrison Ranch Park project was undertaken by the Parks Commission, City Council and Parks staff as a way to address these needs of the Dripping Springs of today and the Dripping Springs of tomorrow.

3.B ECONOMIC IMPACTS

One goal of the project is to build up the reputation of Dripping Springs as a tourist destination and for Harrison Ranch Park to be one of the main attractions. Success here will extend the service area to include more of the region and beyond. The influx of tourist dollars is expected to help generate the revenues for the next round of park development, community services and programs.

3.C CONSERVATION

For the park to truly fulfill its goal of preserving something of the City's roots in farming in ranching, it is essential for it to preserve the property in its natural condition as much as possible. The Harrisons were excellent stewards of the land and have done much to maintain much of it in its natural state. The rest has been developed in an environmentally responsible manner, as befitting the traditions of Hill Country ranching.

"Green" construction methods will be used wherever possible, including the selection of recycled and regional materials, diligent management of construction waste, and preservation of existing trees and foliage. A rainwater collection facility is also included in the construction plans.

3.D SERVICE AREA AND POPULATIONS

As a community park, Harrison Ranch Park will serve all parts of the City of Dripping Springs. However, because the surrounding area lacks public facilities for horse riding, the park is also expected to draw users from all of Hays and surrounding counties. Likewise the open air pavilion will be able to host events of regional interest, further expanding the park's service base. Like all communities, Dripping Springs is sensitive to the special needs of certain segments of the community, as expressed in its Master Plan.

Low Income and Minority Residents

As shown in the Master Plan, the population of Dripping Springs includes a number of minority and low-income residents. Minority residents are mainly Hispanics, many of them foreign-born.

Though the average income is above the State average, some 5% of Dripping Springs residents have incomes below poverty level. A key characteristic of this low-moderate segment is the lack of access to outdoor recreation facilities such as golf courses or riding clubs. This park, being within easy driving distance of the City, can address that need and help bind all segments of the community together.

Elderly

Dripping Springs has about the same proportion of elderly residents as the rest of the State, 11.4% in the last Census. The park plan aims to specifically address the needs of this segment by offering a range of low-impact, low-energy (aka "passive") recreation alternatives. These include the following:

- | | |
|----------------------|-----------------------------|
| Trail | Horseshoes pit |
| Picnic areas | Washers pit |
| Wildlife observation | Pavilion (community events) |

Youth at Risk

Organized recreation programs have been shown to be an effective way to address Youth at Risk (YAR) problems. By providing healthy outlets for youthful energies and by bringing undisciplined kids into structured activities, the propensity for dropping out or criminal activity is reduced. The Parks Committee intends to work with YAR program sponsors to utilize the facilities provided by the new park. These include the following:

- | | |
|------------------------------|-----------------------|
| Pavilion (equestrian sports) | Trail (hiking/riding) |
| Disk golf | Primitive camping |
| Outreach and Programs | |

Young Children

A segment not traditionally recognized as having special needs, but that in fact has some unique recreation requirements is the very young. For children between 2 and 6, safety and supervision are overriding concerns, as well as a need for appropriately sized equipment. These factors are being taken into account in the modern Playground.

Disabled

Texas requires plans for all new business construction or alterations over \$50,000 to be submitted to the Texas Department of Licensing and Regulation for review and inspection for conformance to the Texas Accessibility Standards (TAS). The Harrison Ranch Park project will employ a Registered Accessibility Specialist to insure compliance. Of course, it will not be possible for ever recreation facility to be usable by every person, but the plan aims to provide every accommodation possible for those with conditions that would otherwise limit their access. The trail will be wheelchair/scooter friendly with graded entry/exit ramps along its path. Likewise, provisions will be made for mobility-impaired access to the pavilion. All restrooms will meet ADA accessibility standards.

Facilities appropriate for the mobility impaired include the following:

- | | |
|----------------|---------------|
| Trail | Horseshoe pit |
| Open play area | Washer pit |

Obese

A population segment whose needs are being increasingly recognized is the obese. To some extent, obese people have accessibility needs similar to those of the disabled. Having a place to get needed exercise will be a major boon for the obese in Dripping Springs, but to help sustain commitment it is important that a variety of activities are made available including horseback riding, open play, disk golf and striding.

Though in principle all facilities area usable by obese individuals, ones that may fit best into a personal weight loss program include the following:

Trail	Pavillon (equestrian activities)
Disk golf	Open play area

3.E NEEDS AND PRIORITIES

Weighing immediate and long-term needs, budget, and time constraints, the Commission distilled the inputs into the following set of priorities:

Highest Priorities

1. Natural open space
2. Multi-use pavilion
3. Multi-use trails
4. Equestrian activities facility

Other Important priorities to be addressed when the opportunity arises

5. Playground
6. Open play area
7. Disc golf
8. Horseshoe courts and washer courts

3.F MAJOR ACHIEVEMENTS TO DATE

- The City of Dripping Springs and the Harrison Ranch Park Steering Committee obtained a \$500,000 grant from the Texas Parks and Wildlife Department in 2009 to assist in Improvements to Harrison Ranch Park.
- The City and the Steering Committee successfully committed time and resources to present the first annual Wild West Fest on October 24, 2009, to raise funds for the new amenities and to publicize the park. An estimated 1,500-2,000 people attended the one-day event that included a ranch rodeo, an equestrian playday, a chili cook-off, arts and crafts vendors, haunted house, pie contest, live music and a full BBQ dinner. A net amount of \$11,000 was earned from the fundraiser. The Wild West Fest will be held again on October 23, 2010.
- The City Parks, Recreation and Open Space Department successfully conducted Camp Lasso in 2009 at the Park. The day camp was attended by over 300 kids ranging in age

from 5 to 16 during the summer months of June, July and August. Back by popular demand, Camp LASSO returned for the 2010 summer season.

- The City's Parks, Recreation and Open Space Department held four Wine and Beer tasting events at Harrison Ranch Park in 2009, to bring more exposure to the Park and to provide area citizens with an enjoyable evening under Hill Country skies.
- The City and the Steering Committee have completed the conceptual plans and cost estimates for the new amenities. This endeavor encompassed more than nine months of studies and reviews with the help of RVi, the company hired for land and park planning. The Dripping Springs' City Council and the Parks and Recreation Commission approved the plans in January 2010.
- The City and the Steering Committee were successful in obtaining donations of materials and labor to construct a new entrance and service road to the Park prior to the Wild West Fest. The existing entrance was not sufficient for large horse trailers and other service vehicles.
- Playday Buckle Series Fundraiser-\$5,000
- Boot Scoot Ball Fundraiser-\$5,000
- Established Harrison Ranch Park Partner Fundraising Campaign-\$7,000 to date
- In conjunction with the grand opening of the new HEB store in Dripping Springs, HEB made a donation of \$20,000 to benefit improvements at Harrison Ranch Park. In addition, HEB is conducting a tear pad campaign to raise additional funds for improvements at Harrison Ranch Park.



Harrison Park Ranch
 RVI #293514
 Conceptual Master Plan - Conceptual Estimate of Probable Cost

June 1, 2010

DRAFT

Item	Description	Qty.	Price	Total	Grant Amt
1 Staging / Mobilization/Bonding/Insurance	sil fence, construction entrance, latrines, trailer, insurance, misc items	allow.	\$ 173,000.00	\$ 173,000.00	
		Subtotal: Staging / Mobilization		\$ 173,000.00	
2 Site Preparation					
• Mass grading/ site work		70,000	\$ 4.00 cy	\$ 280,000.00	
• Water quality		allow.	\$ 20,000.00	\$ 20,000.00	
• Site clearing		allow.	\$ 10,000.00	\$ 10,000.00	
• Tree pruning and clean up		allow.	\$ 10,000.00	\$ 10,000.00	
		Subtotal: Site Preparation		\$ 320,000.00	
3 Site Utilities					
• Water service			\$ 50,000.00	\$ 50,000.00	
• Electrical service, 3 phase & single phase			\$ 75,000.00	\$ 75,000.00	
• Septic System			\$ 150,000.00	\$ 150,000.00	
		Subtotal: Site Utilities		\$ 275,000.00	
4 Parking Lot and Entry Drive					
• Park Road - Asphalt with base		50,000	\$ 3.00 sf	\$ 150,000.00	
• Handicap parking spaces		1,300	\$ 3.00 sf	\$ 3,900.00	
• Parking Areas	caliche	76,800	\$ 1.00 sf	\$ 76,800.00	
• Signage	handicap parking & directional	allow.	\$ 2,500.00	\$ 2,500.00	
		Subtotal: Parking Lot and Entry Drive		\$ 232,600.00	
5 Site Lighting					
• Parking lot: single fixture, sharp cutoff	16' pole with foundation/conduit	6	\$ 2,500.00 ea	\$ 15,000.00	
		Subtotal: Site Lighting		\$ 15,000.00	
6 Covered Arena					
• Structure 450'x200'x24' eaves		allow.	\$ 500,000.00	\$ 500,000.00	
• Installation		allow.	\$ 150,000.00	\$ 150,000.00	
• Foundation	piers/concrete footing	allow.	\$ 125,000.00	\$ 125,000.00	
• Arena curb/edge	8" depth	740	\$ 15.00 lf	\$ 11,100.00	
• Arena sand		1,000	\$ 25.00 cy	\$ 25,000.00	
• Concrete flat work		allow.	\$ 25,000.00	\$ 25,000.00	
• Bleachers		allow.	\$ 100,000.00	\$ 100,000.00	
• Lighting/ PA system		allow.	\$ 40,000.00	\$ 40,000.00	
• Rainwater harvesting system		allow.	\$ 60,000.00	\$ 60,000.00	
• Arena fencing/movable fencing/pen system		allow.	\$ 115,000.00	\$ 115,000.00	
• Restroom/ Concessions		allow.	\$ 250,000.00	\$ 250,000.00	
		Subtotal: Covered Arena		\$ 1,401,100.00	297,268.00
7 Stall Barn					
• Structure 80'x300'x10'		allow.	\$ 120,000.00	\$ 120,000.00	
• Installation/ Foundation		allow.	\$ 80,000.00	\$ 80,000.00	
• Washracks/ Misc. Concrete Paving		allow.	\$ 15,000.00	\$ 15,000.00	
• Plumbing/ Electric		allow.	\$ 30,000.00	\$ 30,000.00	
• Stall System	approx. 100 stalls	allow.	\$ 100,000.00	\$ 100,000.00	
		Subtotal: Covered Arena		\$ 345,000.00	
8 Trails					
• Primary Trail: decomposed granite, 8' width with thickened base		4,900	\$ 24.00 lf	\$ 117,600.00	
• Secondary Trail: equestrian trail, width varies		6,500	\$ 12.00 lf	\$ 78,000.00	
• Creek Crossings		4	\$ 4,000.00 ea	\$ 16,000.00	
		Subtotal: Trails		\$ 211,600.00	136,332.00

Harrison Park Ranch
 RVI #293514
 Conceptual Master Plan - Conceptual Estimate of Probable Cost

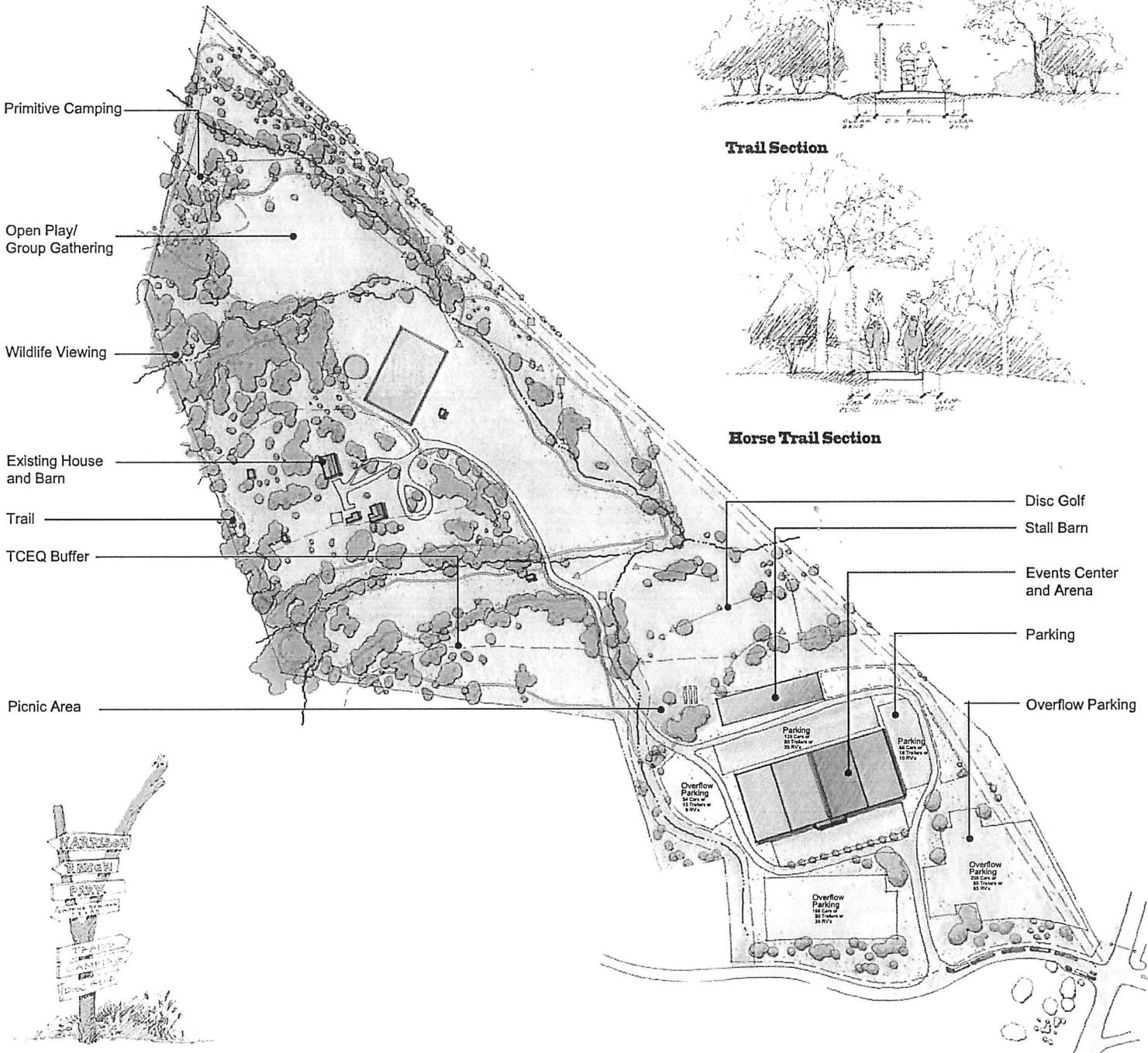
June 1, 2010

DRAFT

Item	Description	Qty.	Price	Total	Grant Amt
*9 Disc Golf					
• Clearing/ layout		allow.	\$ 3,000.00 ea	\$ 3,000.00	
• Baskets/ tees		allow.	\$ 9,000.00 ea	\$ 9,000.00	
			Subtotal: Disc Golf	\$ 12,000.00	12,000.00
*10 Primitive Camping/ Nature Viewing					
• Includes site prep/ clearing, markers, fire ring		allow.	\$ 1,000.00	\$ 1,000.00	
			Subtotal: Primitive Camping/ Nature Viewing	\$ 1,000.00	500.00
*11 Picnic Area					
• Tables		4	\$ 1,000.00 ea	\$ 4,000.00	
• Horseshoes & Washers		allow.	\$ 500.00	\$ 500.00	
• Benches		2	\$ 500.00 ea	\$ 1,000.00	
			Subtotal: Picnic Area	\$ 5,500.00	2,800.00
*12 Playscape		allow.	\$ 50,000.00	\$ 50,000.00	
			Subtotal: Playscape	\$ 50,000.00	50,000.00
*13 Landscape					
• Trees		30	\$ 300.00 ea	\$ 9,000.00	
• Re-vegetation and irrigation		allow.	\$ 25,000.00	\$ 25,000.00	
			Subtotal: Landscape	\$ 34,000.00	1,000.00
*14 Signage	Grant acknowledgment	allow	\$ 1,000.00	\$ 1,000.00	1,000.00
			Project Subtotal	\$ 3,078,200.00	
			15% Contingency	\$ 461,730.00	
			Total	\$ 3,539,930.00	501,000.00
15: Professional Fees					
Phase 1				\$ 6,000.00	
Schematic Design Services				\$ 7,500.00	
Design Development Services				\$ 19,500.00	
Construction Document Services				\$ 5,000.00	
Regulatory Services				\$ 2,500.00	
Bidding Services				\$ 10,000.00	
Construction Phase Services				\$ 50,500.00	
Total Phase 1				\$ 91,000.00	
Phase 2				\$ 7,500.00	
Programming for Arena Services				\$ 22,500.00	
Schematic Design Services				\$ 43,500.00	
Design Development Services				\$ 112,000.00	
Construction Document Services				\$ 6,500.00	
Regulatory Services				\$ 6,500.00	
Bidding Services				\$ 45,000.00	
Construction Phase Services				\$ 243,500.00	
Total Phase 2				\$ 343,500.00	
			Grand Total	\$ 3,833,930.00	

• Items included in TPWD grant.

Exhibit B
Project Site Plan



**HARRISON RANCH PARK
CONCEPTUAL MASTER PLAN**

December 4, 2009 NORTH

All information furnished regarding this property is from sources deemed reliable. However, we do not make an independent investigation of these sources and we assume no responsibility for errors, omissions, past changes, or special conditions. This plan is for general reference and does not represent any regulatory approval. Plans are subject to change. The client has agreed the sign, official name, to make changes to this plan and other aspects of the development to comply with governmental requirements.



Exhibit C
The Property (Legal Descriptions)

STATE OF TEXAS **EXHIBIT** A 64.24 ACRES
 COUNTY OF HAYS GEORGE LINDSAY SURVEY
 NO. 138, A-289 & EDWARD W.
 BROWN SURVEY NO. 136, A-44

DESCRIPTION

DESCRIPTION OF A 64.24 ACRE TRACT OF LAND OUT OF THE GEORGE LINDSAY SURVEY NO. 138, A-289, AND THE EDWARD W. BROWN SURVEY NO. 136, A-44, HAYS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN TRACT OF LAND CALLED TO BE 64.2441 ACRES, DESCRIBED IN A DEED TO STEPHEN J. HARRISON AND NINA J. STEWART, OF RECORD IN VOLUME 1171, PAGE 587, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 64.24 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a TXDOT Type II monument found in the westerly right-of-way line of Ranch Road 12, in the south line of a tract of land called to be 226.11 acres, described in a deed to John L. Hill, of record in Volume 329, Page 580, of the Deed Records of Hays County, Texas, said monument being the northwest corner of a tract of land called to be 0.126 acres, described in a deed to the State of Texas, of record in Volume 1089, Page 294, of the Official Public Records of Hays County, Texas, the northeast corner of said 64.2441 acre tract, and the northeast corner of the herein described tract; from said monument, a ½ inch iron rod found for at the southeast corner of said 226.11 acre tract and the northeast corner of said 0.126 acre tract, bears S 28° 12' 36" E, 22.65 feet;

THENCE, with the westerly right-of-way line of said Ranch Road 12, same being the westerly line of said 0.126 acre tract, a curve to the right having a radius of 2794.81 feet, at 34.5 feet, passing the approximate centerline of a pipeline easement to the Lower Colorado River Authority, of record in Volume 257, Page 598, and Volume 257, Page 819, of the Deed Records of Hays County, Texas, and continuing for an arc distance of 315.52 feet, a central angle of 06° 28' 07", and a chord which bears S 19° 16' 59" W, 315.36 feet to a TXDOT Type II monument found at the most easterly northeast corner of a tract of land called to be 62.03 acres, described in a deed to Glenn T. Goode and Anne E. Davison, of record in Volume 1275, Page 522, of the Official Public Records of Hays County, Texas, said monument being the southwest corner of said 0.126 acre tract, the southeast corner of said 64.2441 acre tract, and the southeast corner of the herein described tract;

THENCE, with the southerly line of said 64.2441 acre tract, and a northerly line of said 62.03 acre tract, the following five (5) courses:

- 1) N 67° 45' 40" W, 183.43 feet to a ½ inch iron rod found;
- 2) N 33° 06' 56" W, 731.22 feet to a ½ inch iron rod found;

- 3) S 71° 16' 49" W, 617.36 feet to a ½ inch iron rod found;
- 4) N 17° 04' 32" W, 464.92 feet to a ½ inch iron rod found;
- 5) N 81° 43' 25" W, 965.98 feet to a ½ inch iron rod found at an ell corner of said 62.03 acre tract, for the most westerly southwest corner of said 64.2441 acre tract, and the most westerly southwest corner of the herein described tract;

THENCE, with the westerly line of said 64.2441 acre tract, and an easterly line of said 62.03 acre tract, the following two (2) courses:

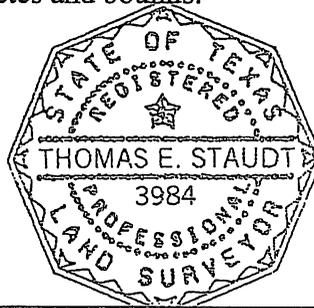
- 1) N 19° 55' 30" W, 1135.94 feet to a ½ inch iron rod found;
- 2) N 12° 17' 30" E, at 800.6 feet, passing the approximate centerline of said LCRA pipeline easement, and continuing for a total distance of 862.35 feet to a ½ inch iron rod found in the southerly line of said 226.11 acre tract, at the most northerly northeast corner of said 62.03 acre tract, for the northwest corner of said 64.2441 acre tract, and the northwest corner of the herein described tract;

THENCE, with the northerly line of said 64.2441 acre tract, and the southerly line of said 226.11 acre tract, the following two (2) courses:

- 1) S 46° 55' 45" E, 3065.67 feet to a ½ inch iron rod found;
- 2) S 28° 12' 24" E, 665.55 feet to the POINT OF BEGINNING containing 64.24 acres of land within theses metes and bounds.

Description accompanied by plat.

Surveyed by: *Staudt Surveying, Inc.*
P.O. Box 1273
Dripping Springs, Texas 78620
512-858-2236



Thomas E. Staudt

Thomas E. Staudt

Registered Professional Land Surveyor No. 3984

1/19/08
Date

Hays County
Linda C. Fritsche
County Clerk
San Marcos, Texas 78666

Item 3.



70 2010 10000994

Instrument Number: 2010-10000994

Recorded On: January 14, 2010

As
OPR RECORDINGS

Parties: AUS S T KYLE LTD

Billable Pages: 7

To DRIPPING SPRINGS CITY OF

Number of Pages: 8

Comment:

(Parties listed above are for Clerks reference only)

** Examined and Charged as Follows: **

OPR RECORDINGS	40.00
Total Recording:	40.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2010-10000994
Receipt Number: 236998
Recorded Date/Time: January 14, 2010 11:41:41A
Book-Vol/Pg: BK-OPR VL-3807 PG-781
User / Station: S Sundholm - Cashiering #3

Record and Return To:

BAKER & ASSOCIATES
PO BOX 718
DRIPPING SPRINGS TX 78620-0718



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Linda C. Fritsche

Linda C. Fritsche, County Clerk

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

GENERAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

THAT AUS S. T. KYLE, LTD., a Texas limited partnership ("Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto THE CITY OF DRIPPING SPRINGS, a Texas municipality ("Grantee"), the real property located in Hays County, Texas (the "Property") and being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, reservations, easements, covenants and conditions, if any, relating to the Property as the same are filed for record in the County Clerk's Office of Hays County, Texas. Further, Grantor reserves an easement and right-of-way one hundred feet in width beginning at the southeastern boundary of the Property and continuing along the southern boundary of the Property to the southwestern boundary of the Property, all as shown on the survey attached hereto as Exhibit "B" ("Easement Area") for the purpose of public utility, roadway lateral support and water quality easements. Upon completion of the roadway and location of the areas required for the said easements, any portion of the Easement Area not necessary for such roadway and said easement shall be released from this reservation.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto Grantee, Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

[signature on following page]

EXHIBIT "A"

Legal description of 4. Acre parkland tract

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RECORDING PURPOSES**

3.9597 Acres
 Page 1 of 2

George W. Lindsay Survey No. 138, Abst. No. 289
 November 10, 2009
 09521.10

STATE OF TEXAS §
 §
 COUNTY OF HAYS §

FIELDNOTE DESCRIPTION of a 3.9597 acre tract, situated in the George W. Lindsay Survey No. 138, Abstract No. 289, Hays County, Texas, being a portion of that 2.20 acre tract conveyed to Aus S.T. Kyle, LP by deed recorded in Volume 3595, Page 521 of the Official Public Records of Hays County, Texas and a portion of the remainder of that 157.2938 acre tract conveyed to Aus S.T. Kyle, Ltd. by deed recorded in Volume 2724, Page 103 of the said Official Public Records; the said 3.9597 acre tract is more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod found for the most easterly corner of the said 2.20 acre tract, being the southeast corner of that 62.03 acre tract conveyed to Glenn T. Goode and Anne E. Davison by deed recorded in Volume 1275, Page 522 of the said Official Public Records and a point on the westerly right-of-way line of Ranch Road 12 (right-of-way varies);

THENCE, leaving the westerly right-of-way line of said Ranch Road 12, with the common northerly line of the said 2.20 acre tract and southerly line of the 62.03 acre tract, for the following two (2) courses:

- 1) N67°44'23"W, 201.67 feet to a ½" iron rod found for an angle point;
- 2) N33°21'06"W, 243.14 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of curvature of a non-tangent curve to the right and the most easterly corner and POINT OF BEGINNING of the herein described tract;

THENCE, leaving the southerly line of the said 62.03 acre tract, across the said 2.20 acre tract and the 157.2938 acre tract, for the following four (4) courses:

- 1) With the said curve to the right having a central angle of 51°08'26", a radius of 340.00 feet, a chord distance of 293.50 feet (chord bears S85°52'18"W), at an arc distance of 129.72 feet pass a calculated point on the westerly line of the aforesaid 2.20 acre tract and continuing across the said 157.2938 acre tract for a total arc distance of 303.47 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of reverse curvature of a curve to the left;
- 2) With the said curve to the left having a central angle of 26°17'08", a radius of 562.93 feet, a chord distance of 256.00 feet (chord bears N81°42'02"W), for an arc distance of 258.26 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of tangency;
- 3) S85°09'24"W, 59.57 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the southwest corner of the herein described tract;

3.9597 Acres
Page 2 of 2

George W. Lindsay Survey No. 138, Abst. No. 289
November 10, 2009
09521.10

- 4) N03°34'17"W, 250.52 feet to a 1/2" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the northwest corner of the herein described tract, being a point on the common northerly line of the aforesaid 157.2938 acre tract and southerly line of the said 62.03 acre tract, from which a 1/2" iron rod found for an angle point on the said common north line of the 157.2938 acre tract and southerly line of the 62.03 acre tract, bears S71°16'22"W, 241.25 feet;

THENCE, with the said common northerly line of the said 157.2938 acre tract and southerly line of the 62.03 acre tract, for the following two (2) courses:

- 1) N71°16'22"E, 387.91 feet to a 1/2" iron rod found for an angle point;
- 2) S33°21'06"E, at a distance of 345.03 feet pass the most northerly corner of the aforesaid 2.20 acre tract and continuing with the northerly line of the aforesaid 2.20 acre tract, for a total distance of 461.35 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 3.9597 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, South Central Zone, NAD83 (Grid), determined from GPS observation.

That I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

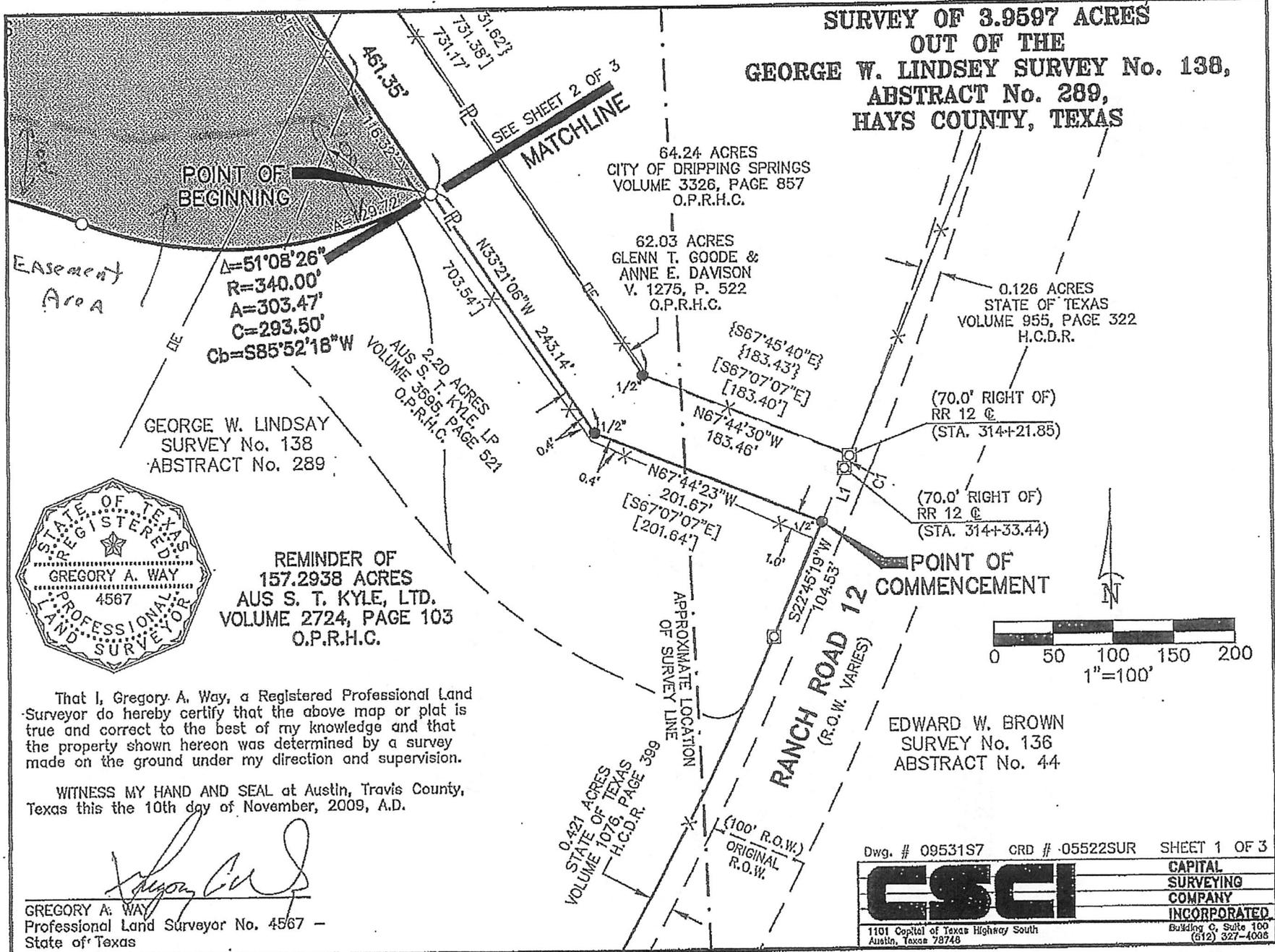
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 10th day of November 2009.



Gregory A. Way

 GREGORY A. WAY
 Registered Professional Land Surveyor
 No. 4567 - State of Texas

SURVEY OF 3.9597 ACRES OUT OF THE GEORGE W. LINDSEY SURVEY No. 138, ABSTRACT No. 289, HAYS COUNTY, TEXAS



GEORGE W. LINDSEY
SURVEY No. 138
ABSTRACT No. 289

REMINDER OF
157.2938 ACRES
AUS S. T. KYLE, LTD.
VOLUME 2724, PAGE 103
O.P.R.H.C.

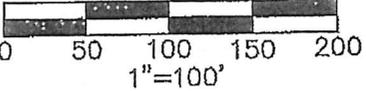


That I, Gregory A. Way, a Registered Professional Land Surveyor do hereby certify that the above map or plat is true and correct to the best of my knowledge and that the property shown hereon was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 10th day of November, 2009, A.D.

Gregory A. Way

 GREGORY A. WAY
 Professional Land Surveyor No. 4567 -
 State of Texas



Dwg. # 09531S7 CRD # .05522SUR SHEET 1 OF 3

CSCI
 CAPITAL SURVEYING COMPANY INCORPORATED

1101 Capital of Texas Highway South
 Austin, Texas 78748

Building 6, Suite 100
 (512) 327-4005

100000994 DPR 3807 BK Vol 1

Hays County
Linda C. Fritsche
County Clerk
San Marcos, Texas 78666

Item 3.



70 2010 10000996

Instrument Number: 2010-10000996

Recorded On: January 14, 2010

As
OPR RECORDINGS

Parties: GOODE GLENN T

Billable Pages: 6

To DRIPPING SPRINGS CITY OF

Number of Pages: 7

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

OPR RECORDINGS	36.00
Total Recording:	36.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2010-10000996
Receipt Number: 236998
Recorded Date/Time: January 14, 2010 11:41:41A
Book-Vol/Pg: BK-OPR VL-3807 PG-795
User / Station: S Sundholm - Cashiering #3

Record and Return To:

BAKER & ASSOCIATES
PO BOX 718
DRIPPING SPRINGS TX 78620-0718



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Linda C. Fritsche

Linda C. Fritsche, County Clerk

EXECUTED this 4th day of January, ^{2010.} 2009.

"GRANTORS"

Glenn T. Goode
GLENN T. GOODE

Anne E. Davison
ANNE E. DAVISON

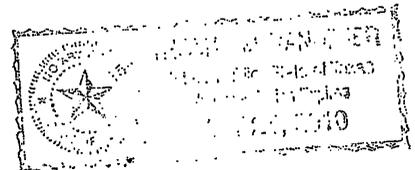
Grantee's Address:
P.O. Box 384
Dripping Springs TX 78620

STATE OF TEXAS §
 §
 §
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me on the 5th day of January, 2009 by Glenn T. Goode and Anne E. Davison.
2010

Thomas M. Henderson
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: May 27, 2010



1.3413 Acres
Page 1 of 2

George W. Lindsay Survey No. 138, Abst. No. 289
November 10, 2009
09521.10

STATE OF TEXAS §
 §
COUNTY OF HAYS §

FIELDNOTE DESCRIPTION of a 1.3413 acre tract, situated in the George W. Lindsay Survey No. 138, Abstract No. 289, Hays County, Texas, being a portion of that 62.03 acre tract conveyed to Glenn T. Goode and Anne E. Davison by deed recorded in Volume 1275, Page 522 of the Official Public Records of Hays County, Texas; the said 1.3413 acre tract is more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found for the most easterly southeast corner of the said 62.03 acre tract, being the northeast corner of that 2.20 acre tract conveyed to Aus S.T. Kyle, LP by deed recorded in Volume 3595, Page 521 of the said Official Public Records and a point on the westerly right-of-way line of Ranch Road 12 (right-of-way varies), from which a TxDOT Type II monument found, marked station 314+33.44, on the common east line of the 62.03 acre tract and westerly right-of-way line of Ranch Road 12 (RR-12), bears N22°46'19"E, 48.69 feet;

THENCE, leaving the westerly right-of-way line of said RR-12, with the common southerly line of the said 62.03 acre tract and northerly line of the 2.20 acre tract, for the following two (2) courses:

- 1) N67°44'23"W, 201.67 feet to a 1/2" iron rod found for an angle point;
- 2) N33°21'06"W, 173.02 feet to a 1/2" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the most southerly corner and POINT OF BEGINNING of the herein described tract;

THENCE, continuing with the southerly line of the said 62.03 acre tract, for the following two (2) courses:

- 1) N33°21'06"W, at a distance of 186.44 feet pass a calculated point for the most northerly corner of the said 2.20 acre tract, being on the northerly line of the remainder of that 157.2938 acre tract conveyed to Aus S.T. Kyle, Ltd. by deed recorded in Volume 2724, Page 103 of the said Official Public Records, and continuing with the northerly line of the said 157.2938 acre tract, for a total distance of 531.47 feet;
- 2) S71°16'22"W, continuing with the northerly line of the said 157.2938 acre tract, 387.91 feet to a 1/2" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for corner, from which a 1/2" iron rod found for an angle point on the common line between the said 62.03 acre tract and the 157.2938 acre tract, bears S71°16'22"W, 241.25 feet;

THENCE, N03°34'17"W, leaving the northerly line of the said 157.2938 acre tract, and crossing through the 62.03 acre tract, for a distance of 61.80 feet to a 1/2" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set on the northeast line of the aforesaid 62.03 acre tract, being the southwest line of that 64.24 acre tract conveyed to the City of Dripping Springs by deed recorded in Volume 3326, Page 857 of the said Official Public Records, from which a 1/2" iron rod found for an angle point on the said common line between the 62.03 acre tract and the 64.24 acre tract, bears S71°17'05"W, 196.02 feet;

1.3413 Acres
Page 2 of 2

George W. Lindsay Survey No. 138, Abst. No. 289
November 10, 2009
09521.10

THENCE, with the said common northeast line of the 62.03 acre tract and southwest line of the 64.24 acre tract, for the following two (2) courses:

- 1) N71°17'05"E, 421.37 feet to a ½" iron rod found for an angle point;
- 2) S33°07'01"E, 579.06 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set on a non-tangent curve to the left, for the most easterly northeast corner of the herein described tract, from which a ½" iron rod found for an angle point on the aforesaid common line between the 62.03 acre tract and the 64.24 acre tract, bears S33°07'01"E, 152.11 feet;

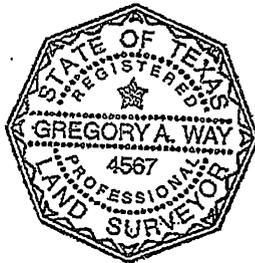
THENCE, leaving the southwest line of the said 64.24 acre tract, across the said 62.03 acre tract, for the following two (2) courses:

- 1) With the said curve to the left having a central angle of 06°18'44", a radius of 340.00 feet, a chord distance of 37.44 feet (chord bears S59°34'39"W), for an arc distance of 37.46 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of reverse curvature of a curve to the right;
- 2) With the said curve to the right having a central angle of 03°15'21", a radius of 410.00 feet, a chord distance of 23.30 feet (chord bears S58°02'57"W), for an arc distance of 23.30 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 1.3413 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, South Central Zone, NAD83 (Grid), determined from GPS observation.

That I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 10th day of November 2009.



Gregory A. Way

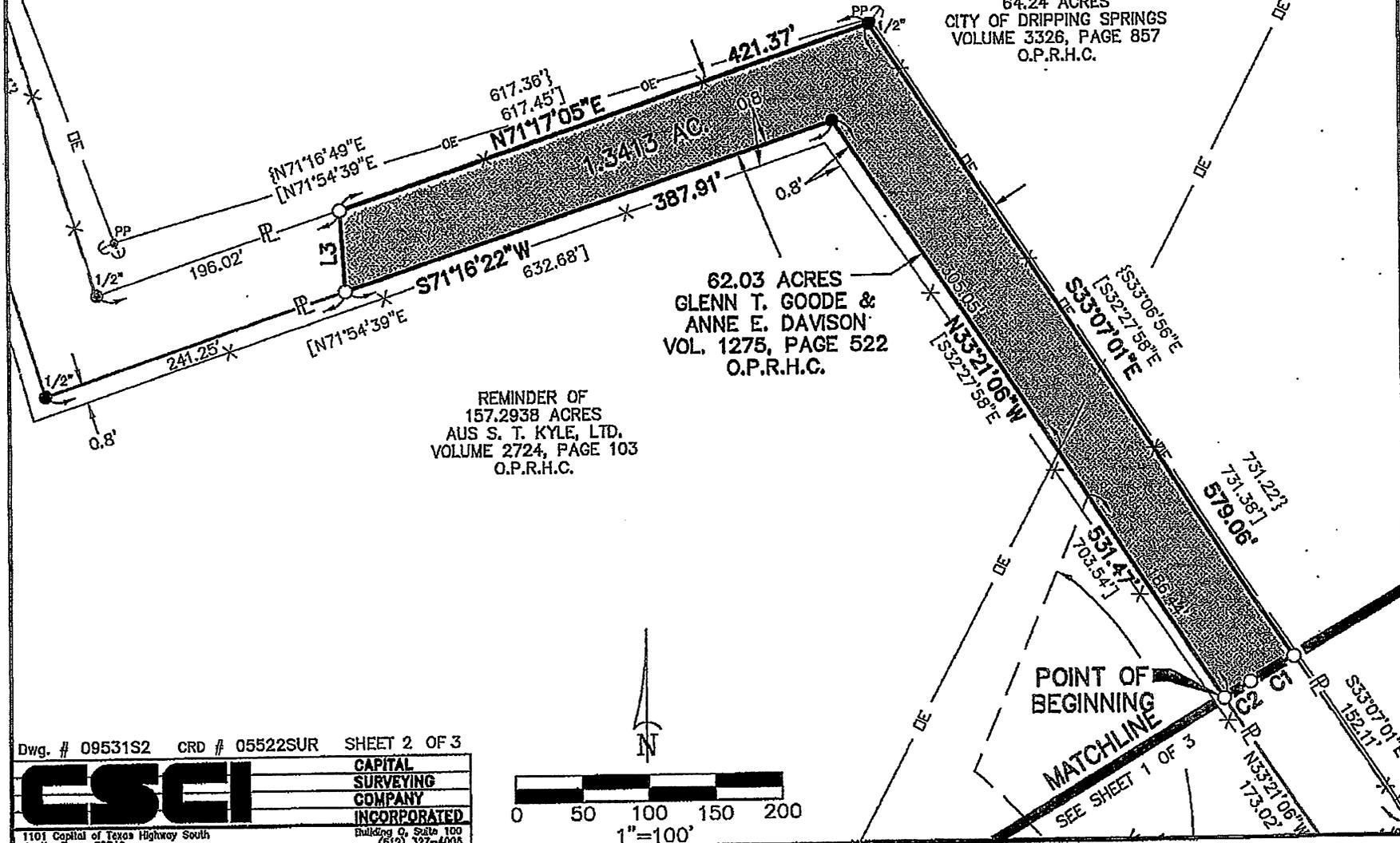
 GREGORY A. WAY
 Registered Professional Land Surveyor
 No. 4567 - State of Texas

**SURVEY OF 1.3413 ACRES
OUT OF THE
GEORGE W. LINDSEY SURVEY No. 138,
ABSTRACT No. 289,
HAYS COUNTY, TEXAS**

64.24 ACRES
CITY OF DRIPPING SPRINGS
VOLUME 3326, PAGE 857
O.P.R.H.C.

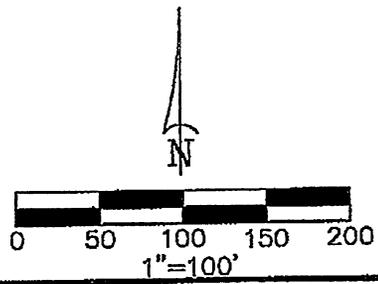
62.03 ACRES
GLENN T. GOODE &
ANNE E. DAVISON
VOL. 1275, PAGE 522
O.P.R.H.C.

REMINDER OF
157.2938 ACRES
AUS S. T. KYLE, LTD.
VOLUME 2724, PAGE 103
O.P.R.H.C.

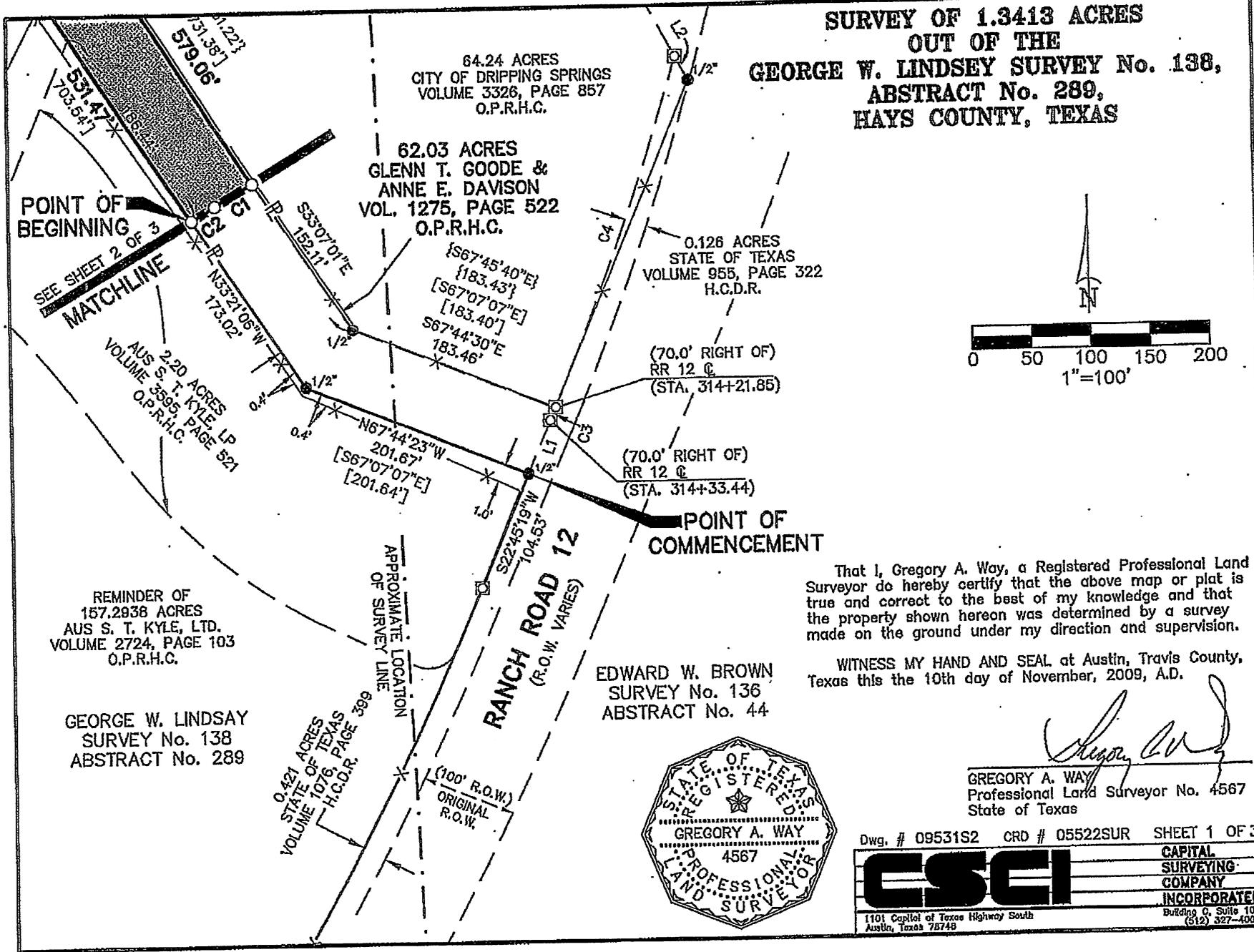


Dwg. # 09531S2 CRD # 05522SUR SHEET 2 OF 3

CSCI
CAPITAL SURVEYING COMPANY INCORPORATED
1101 Capital of Texas Highway South Austin, Texas 78746
Building 0, Suite 100 (612) 327-4008



BK 10000996 OFR 3807 800 Pg

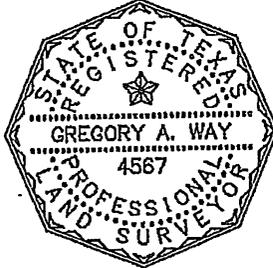


That I, Gregory A. Way, a Registered Professional Land Surveyor do hereby certify that the above map or plat is true and correct to the best of my knowledge and that the property shown hereon was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 10th day of November, 2009, A.D.

Gregory A. Way

GREGORY A. WAY
Professional Land Surveyor No. 4567
State of Texas



Dwg. # 09531S2 CRD # 05522SUR SHEET 1 OF 3

ESEI

1101 Capitol of Texas Highway South
Austin, Texas 78748

CAPITAL SURVEYING COMPANY INCORPORATED
Building C, Suite 100
(512) 327-4008

10000996
DPR 3807 801
Bk Vol P5

Hays County
Linda C. Fritsche
County Clerk
San Marcos, Texas 78666



Instrument Number: 2010-10000995

As

Recorded On: January 14, 2010

OPR RECORDINGS

Parties: GOODE GLENN T

Billable Pages: 5

To DRIPPING SPRINGS CITY OF

Number of Pages: 6

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

OPR RECORDINGS	32.00
Total Recording:	32.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2010-10000995
Receipt Number: 236998
Recorded Date/Time: January 14, 2010 11:41:41A
Book-Vol/Pg: BK-OPR VL-3807 PG-789
User / Station: S Sundholm - Cashiering #3

Record and Return To:

BAKER & ASSOCIATES
PO BOX 718
DRIPPING SPRINGS TX 78620-0718



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Linda C. Fritsche
Linda C. Fritsche, County Clerk

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

GENERAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

THAT THE UNDERSIGNED, **GLENN T. GOODE AND ANNE E. DAVISON** ("**Grantors**"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned in hand paid by **THE CITY OF DRIPPING SPRINGS**, a Texas general law municipality ("**Grantee**"), the receipt of which is hereby acknowledged, has **GRANTED, SOLD AND CONVEYED**, and by these presents do **GRANT, SELL AND CONVEY** unto Grantee, the real property located in Hays County, Texas (the "**Property**") and being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, reservations, easements, covenants and conditions, if any, relating to the Property as the same are filed for record in the County Clerk's Office of Hays County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors and assigns forever; and Grantors do hereby bind Grantors' successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto Grantee, Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

Except for the warranty of title set forth herein, Grantor hereby specifically disclaims any warranty, guaranty, or representation concerning the nature and condition of the Property, including but not by way of limitation, the water, soil, geology and the suitability thereof, and of the Property, for any and all activities and uses which Grantee may elect to conduct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same. **GRANTOR HAS NOT MADE AND DOES NOT MAKE, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR CONDITION OF THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, COMPLIANCE BY THE PROPERTY WITH ANY LAWS, RULES ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY, OR HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

EXECUTED this 4th day of January, ~~2009~~ 2010.

"GRANTORS"

Glenn T. Goode
GLENN T. GOODE

Anne E. Davison
ANNE E. DAVISON

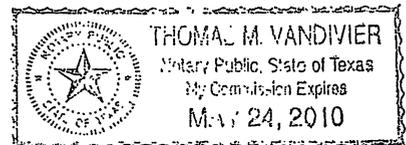
Grantee's Address:
P.O. Box 384
Dripping Springs, TX 78620

STATE OF TEXAS §
 §
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me on the 5th day of January, ~~2009~~ 2010 by Glenn T. Goode and Anne E. Davison.

Thomas M. Vandivier
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: May 24, 2010



AFTER RECORDING RETURN TO
Baker & Associates
P.O. Box 718
Dripping Springs, Texas 78620

0.4909 Acres
Page 1 of 2

Edward W. Brown Survey No. 136, Abst. No. 44
George W. Lindsay Survey No. 138, Abst. No. 289
November 5, 2009
09521.10

STATE OF TEXAS §
 §
COUNTY OF HAYS §

FIELDNOTE DESCRIPTION of a 0.4909 acre tract, situated in the Edward W. Brown Survey No. 136, Abstract No. 44 and the George W. Lindsay Survey No. 138, Abstract No. 289, Hays County, Texas, being a portion of that 62.03 acre tract conveyed to Glenn T. Goode and Anne E. Davison by deed recorded in Volume 1275, Page 522 of the Official Public Records of Hays County, Texas; the said 0.4909 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found for the most easterly southeast corner of the said 62.03 acre tract, being the northeast corner of that 2.20 acre tract conveyed to Aus S.T. Kyle, LP by deed recorded in Volume 3595, Page 521 of the said Official Public Records and a point on the westerly right-of-way line of Ranch Road 12 (right-of-way varies);

THENCE, leaving the westerly right-of-way line of said Ranch Road 12 (RR-12), with the common southerly line of the said 62.03 acre tract and northerly line of the 2.20 acre tract, for the following two (2) courses:

- 1) N67°44'23"W, 201.67 feet to a ½" iron rod found for an angle point;
- 2) N33°21'06"W, 173.02 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of curvature of a non-tangent curve to the left, from which a ½" iron rod found for an angle point on the southerly line of the aforesaid 62.03 acre tract, bears N33°21'06"W, 531.47 feet;

THENCE, leaving the northerly line of the said 2.20 acre tract, across the said 62.03 acre tract, for the following two (2) courses:

- 1) With the said curve to the left having a central angle of 03°15'21", a radius of 410.00 feet, a chord distance of 23.30 feet (chord bears N58°02'57"E), for an arc distance of 23.30 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of reverse curvature of a curve to the right;
- 2) With the said curve to the right having a central angle of 06°18'44", a radius of 340.00 feet, a chord distance of 37.44 feet (chord bears N59°34'39"E), for an arc distance of 37.46 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of non-tangency, being a point on the common northeast line of the aforesaid 62.03 acre tract and southwest line of that 64.24 acre tract conveyed to the City of Dripping Springs by deed recorded in Volume 3326, Page 857 of the said Official Public Records, from which a ½" iron rod found for an angle point on the said common northeast line of the 62.03 acre tract and southwest line of the 64.24 acre tract, bears N33°07'01"W, 579.06 feet;

THENCE, with the said common northeast line of the 62.03 acre tract and southwest line of the 64.24 acre tract, for the following two (2) courses:

- 1) S33°07'01"E, 152.11 feet to a ½" iron rod found for an angle point;

0.4909 Acres
Page 2 of 2

Edward W. Brown Survey No. 136, Abst. No. 44
George W. Lindsay Survey No. 138, Abst. No. 289
November 5, 2009
09521.10

- 2) S67°44'32"E, 183.46 feet to a TxDOT Type II monument found, on a curve to the right, for the most easterly northeast corner of the aforesaid 62.03 acre tract, being the southeast corner of the 64.24 acre tract and a point on a curve to the right in the westerly right-of-way line of aforesaid RR-12;

THENCE, leaving the southerly line of the said 64.24 acre tract, with the common easterly line of the 62.03 acre tract and westerly right-of-way line of RR-12, for the following two (2) courses:

- 1) With the said curve to the right having a central angle of 00°13'53", a radius of 2794.79 feet, a chord distance of 11.29 feet (chord bears S22°38'23"W), for an arc distance of 11.29 feet to a TxDOT Type II monument found for the point of tangency;
- 2) S22°45'19"W, for a distance of 48.69 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 0.4909 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, South Central Zone, NAD83 (Grid), determined from GPS observation.

That I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

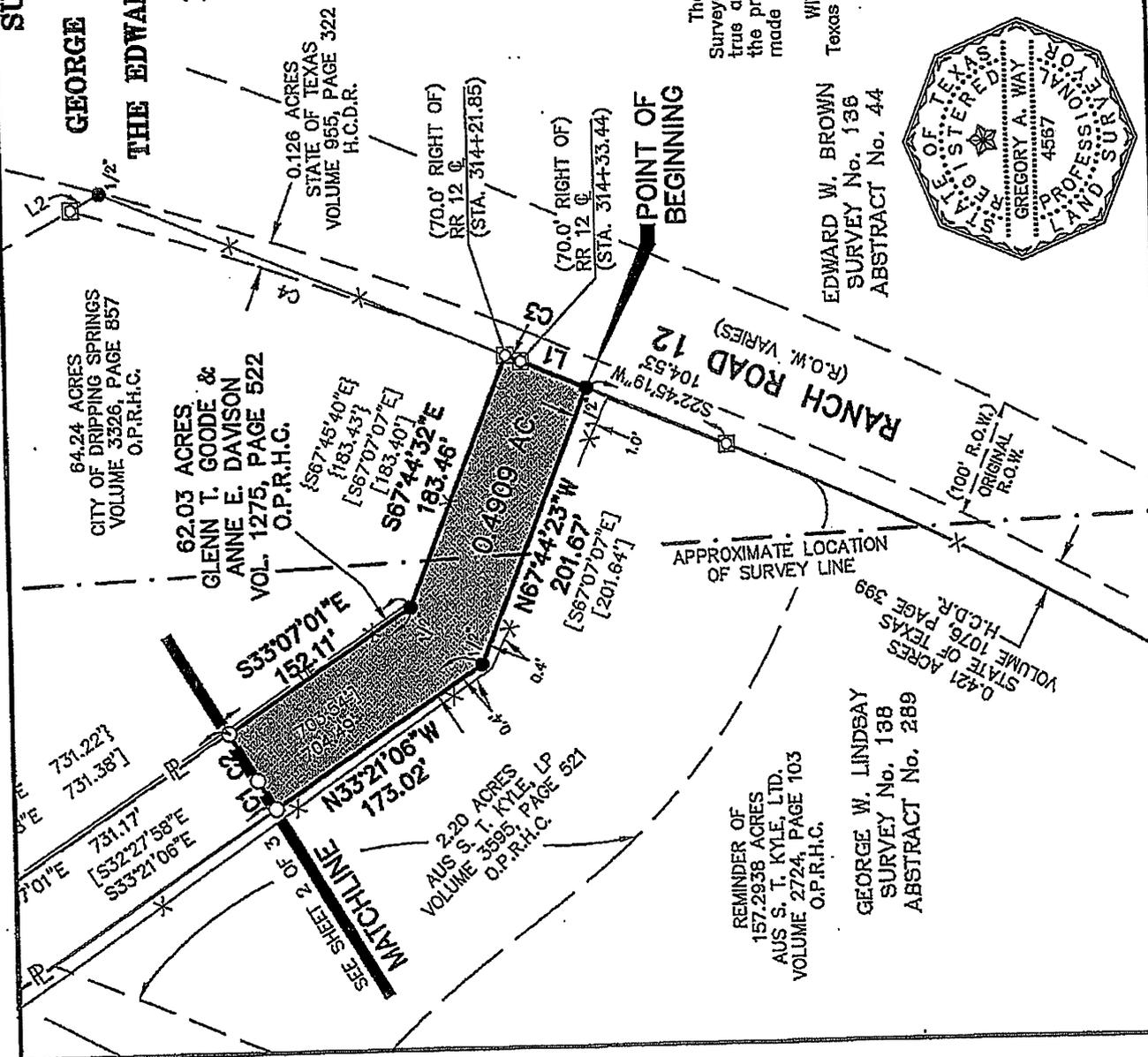
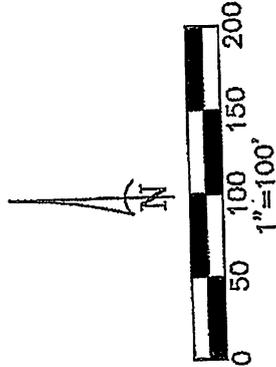
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 5th day of November 2009.



Gregory A. Way

 GREGORY A. WAY
 Registered Professional Land Surveyor
 No. 4567 - State of Texas

**SURVEY OF 0.4909 ACRE
OUT OF THE
GEORGE W. LINDSEY SURVEY No. 138,
ABSTRACT No. 289,
THE EDWARD W. BROWN SURVEY No. 136,
ABSTRACT No. 44,
HAYS COUNTY, TEXAS**



That I, Gregory A. Way, a Registered Professional Land Surveyor do hereby certify that the above map or plat is true and correct to the best of my knowledge and that the property shown hereon was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 5th day of November, 2009, A.D.

Gregory A. Way
GREGORY A. WAY
Professional Land Surveyor No. 4567
State of Texas



EDWARD W. BROWN
SURVEY No. 136
ABSTRACT No. 44

Dwg. # 09531S1 CRD # 05622SUR SHEET 1 OF 3

CSI
CAPITAL SURVEYING COMPANY INCORPORATED
101 Capital of Texas Highway South
Austin, Texas 78746
Building # 321-408
(512) 321-4088

REMINDER OF
157.2938 ACRES
AUS S. T. KYLE, LTD.
VOLUME 2724, PAGE 103
O.P.R.H.C.

GEORGE W. LINDSEY
SURVEY No. 138
ABSTRACT No. 289

Hays County
Linda C. Fritsche
County Clerk
San Marcos, Texas 78666



70 2010 10000997

Instrument Number: 2010-10000997

As

OPR RECORDINGS

Recorded On: January 14, 2010

Parties: DRIPPING SPRINGS CITY OF
To AUS S T KYLE LTD

Billable Pages: 8

Number of Pages: 9

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

OPR RECORDINGS	44.00
Total Recording:	44.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2010-10000997
Receipt Number: 236998
Recorded Date/Time: January 14, 2010 11:41:41A
Book-Vol/Pg: BK-OPR VL-3807 PG-802
User / Station: S Sundholm - Cashiering #3

Record and Return To:

BAKER & ASSOCIATES
PO BOX 718
DRIPPING SPRINGS TX 78620-0718



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Linda C. Fritsche
Linda C. Fritsche, County Clerk

10000997 Bk Val Pg
OPR 3807 804

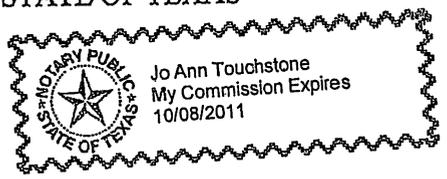
Grantee's Address:
4111 Lakeplace Lane
Austin, TX 78746

STATE OF TEXAS §
 §
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me on the 5th day of January, ²⁰¹⁰ 2009 by Todd Purcell, Mayor of the City of Dripping Springs, a Texas general law municipality, on behalf of said municipality.

Jo Ann Touchstone
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: 10/08/2011



AFTER RECORDING RETURN TO
Baker & Associates
P.O. Box 718
Dripping Springs, Texas 78620

0.4909 Acres
Page 1 of 2

Edward W. Brown Survey No. 136, Abst. No. 44
George W. Lindsay Survey No. 138, Abst. No. 289
November 5, 2009
09521.10

STATE OF TEXAS §
 §
COUNTY OF HAYS §

FIELDNOTE DESCRIPTION of a 0.4909 acre tract, situated in the Edward W. Brown Survey No. 136, Abstract No. 44 and the George W. Lindsay Survey No. 138, Abstract No. 289, Hays County, Texas, being a portion of that 62.03 acre tract conveyed to Glenn T. Goode and Anne E. Davison by deed recorded in Volume 1275, Page 522 of the Official Public Records of Hays County, Texas; the said 0.4909 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found for the most easterly southeast corner of the said 62.03 acre tract, being the northeast corner of that 2.20 acre tract conveyed to Aus S.T. Kyle, LP by deed recorded in Volume 3595, Page 521 of the said Official Public Records and a point on the westerly right-of-way line of Ranch Road 12 (right-of-way varies);

THENCE, leaving the westerly right-of-way line of said Ranch Road 12 (RR-12), with the common southerly line of the said 62.03 acre tract and northerly line of the 2.20 acre tract, for the following two (2) courses:

- 1) N67°44'23"W, 201.67 feet to a ½" iron rod found for an angle point;
- 2) N33°21'06"W, 173.02 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of curvature of a non-tangent curve to the left, from which a ½" iron rod found for an angle point on the southerly line of the aforesaid 62.03 acre tract, bears N33°21'06"W, 531.47 feet;

THENCE, leaving the northerly line of the said 2.20 acre tract, across the said 62.03 acre tract, for the following two (2) courses:

- 1) With the said curve to the left having a central angle of 03°15'21", a radius of 410.00 feet, a chord distance of 23.30 feet (chord bears N58°02'57"E), for an arc distance of 23.30 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of reverse curvature of a curve to the right;
- 2) With the said curve to the right having a central angle of 06°18'44", a radius of 340.00 feet, a chord distance of 37.44 feet (chord bears N59°34'39"E), for an arc distance of 37.46 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of non-tangency, being a point on the common northeast line of the aforesaid 62.03 acre tract and southwest line of that 64.24 acre tract conveyed to the City of Dripping Springs by deed recorded in Volume 3326, Page 857 of the said Official Public Records, from which a ½" iron rod found for an angle point on the said common northeast line of the 62.03 acre tract and southwest line of the 64.24 acre tract, bears N33°07'01"W, 579.06 feet;

THENCE, with the said common northeast line of the 62.03 acre tract and southwest line of the 64.24 acre tract, for the following two (2) courses:

- 1) S33°07'01"E, 152.11 feet to a ½" iron rod found for an angle point;

0.4909 Acres
Page 2 of 2

Edward W. Brown Survey No. 136, Abst. No. 44
George W. Lindsay Survey No. 138, Abst. No. 289
November 5, 2009
09521.10

- 2) S67°44'32"E, 183.46 feet to a TxDOT Type II monument found, on a curve to the right, for the most easterly northeast corner of the aforesaid 62.03 acre tract, being the southeast corner of the 64.24 acre tract and a point on a curve to the right in the westerly right-of-way line of aforesaid RR-12;

THENCE, leaving the southerly line of the said 64.24 acre tract, with the common easterly line of the 62.03 acre tract and westerly right-of-way line of RR-12, for the following two (2) courses:

- 1) With the said curve to the right having a central angle of 00°13'53", a radius of 2794.79 feet, a chord distance of 11.29 feet (chord bears S22°38'23"W), for an arc distance of 11.29 feet to a TxDOT Type II monument found for the point of tangency;
- 2) S22°45'19"W, for a distance of 48.69 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 0.4909 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, South Central Zone, NAD83 (Grid), determined from GPS observation.

That I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

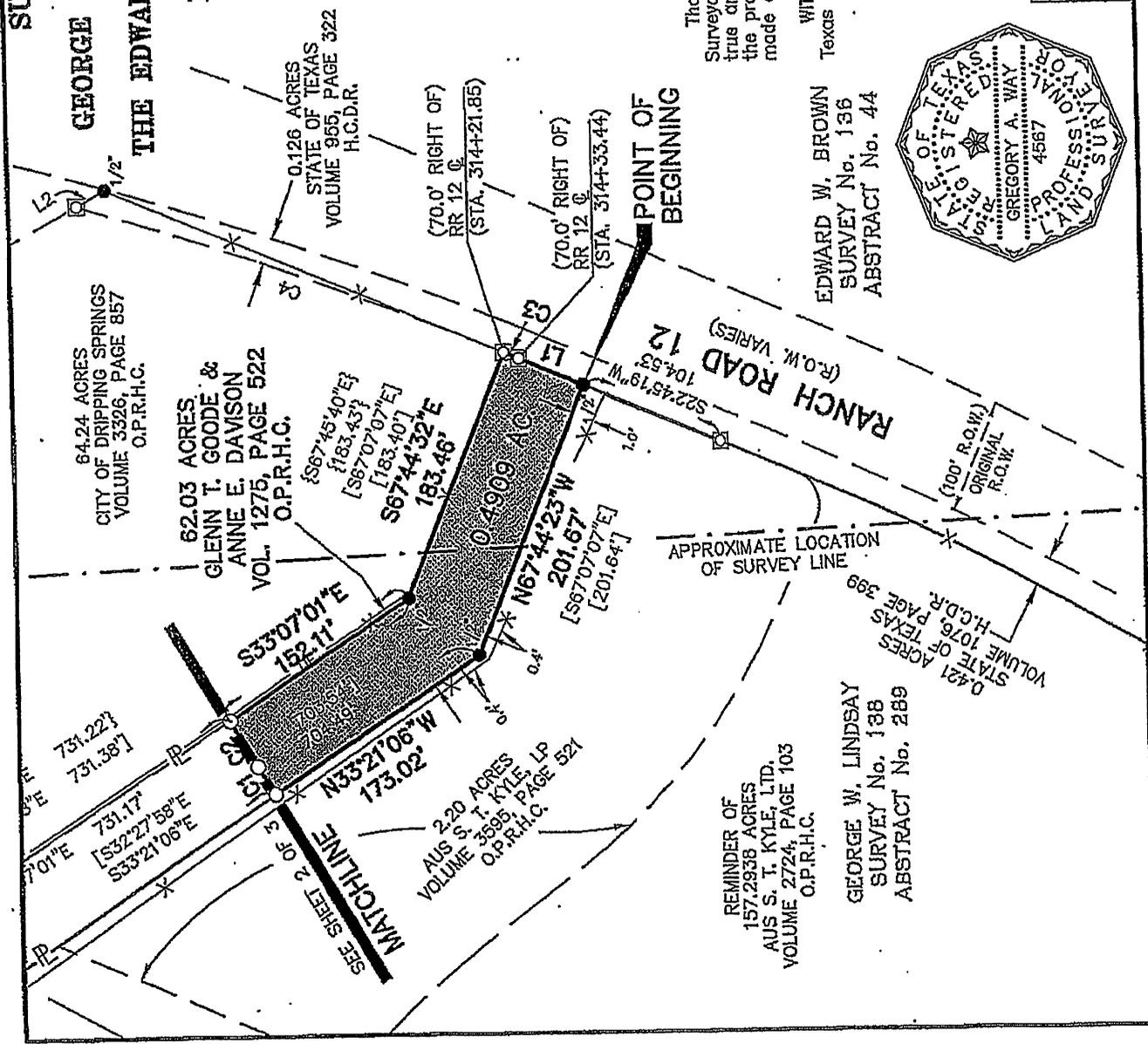
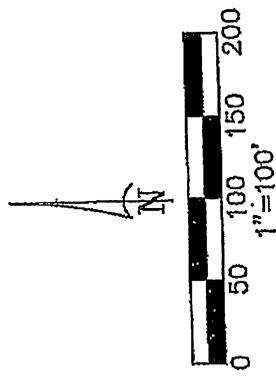
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 5th day of November 2009.



Gregory A. Way

 GREGORY A. WAY
 Registered Professional Land Surveyor
 No. 4567 - State of Texas

**SURVEY OF 0.4909 ACRE
OUT OF THE
GEORGE W. LINDSEY SURVEY No. 138,
ABSTRACT No. 289,
THE EDWARD W. BROWN SURVEY No. 136,
ABSTRACT No. 44,
HAYS COUNTY, TEXAS**



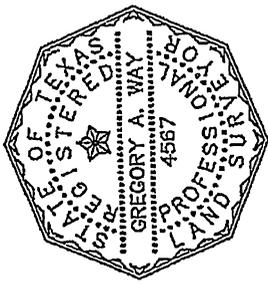
That I, Gregory A. Way, a Registered Professional Land Surveyor do hereby certify that the above map or plat is true and correct to the best of my knowledge and that the property shown hereon was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 5th day of November, 2009, A.D.

EDWARD W. BROWN
SURVEY No. 136
ABSTRACT No. 44

REMINDER OF
157.2938 ACRES
AUS S. T. KYLE, LTD.
VOLUME 2724, PAGE 103
O.P.R.H.C.

GEORGE W. LINDSAY
SURVEY No. 138
ABSTRACT No. 289



GREGORY A. WAY
Professional Land Surveyor No. 4567
State of Texas

DWP. # 09531S1 CRD # 05522SUR SHEET 1 OF 3

ES&I

CAPITAL SURVEYING COMPANY INCORPORATED
Building C, Suite 100
Highway 292
Austin, Texas 78748

1.1097 Acres
Page 1 of 2

Edward W. Brown Survey No. 136, Abst. No. 44
George W. Lindsay Survey No. 138, Abst. No. 289
November 5, 2009
09521.10
Bk Vol Pg
OPR 3807 808

STATE OF TEXAS §
 §
COUNTY OF HAYS §

FIELDNOTE DESCRIPTION of a 1.1097 acre tract, situated in the Edward W. Brown Survey No. 136, Abstract No. 44 and the George W. Lindsay Survey No. 138, Abstract No. 289, Hays County, Texas, being a portion of that 64.24 acre tract conveyed to the City of Dripping Springs by deed recorded in Volume 3326, Page 857 of the Official Public Records of Hays County, Texas; the said 1.1097 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a TxDOT Type II monument found for the southeast corner of the said 64.24 acre tract, being the northeast corner of that 62.03 acre tract conveyed to Glenn T. Goode and Anne E. Davison by deed recorded in Volume 1275, Page 522 of the said Official Public Records and a point on the westerly right-of-way line of Ranch Road 12 (right-of-way varies);

THENCE, leaving the westerly right-of-way line of said Ranch Road 12 (RR-12), with the common southerly line of the said 64.24 acre tract and northerly line of the 62.03 acre tract, for the following two (2) courses:

- 1) N67°44'30"W, 183.46 feet to a ½" iron rod found for an angle point;
- 2) N33°07'01"W, 152.11 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set on a non-tangent curve to the right for the most westerly corner of the herein described tract, from which a ½" iron rod found for an angle point on the said common line between the 64.24 acre tract and the 62.03 acre tract, bears N33°07'01"W, 579.06 feet;

THENCE, leaving the northerly line of the said 62.03 acre tract, across the said 64.24 acre tract, for the following two (2) courses:

- 1) With the said non-tangent curve to the right having a central angle of 45°29'04", a radius of 340.00 feet, a chord distance of 262.88 feet (chord bears N85°28'33"E), for an arc distance of 269.91 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of tangency;
- 2) S71°46'55"E, 67.22 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of curvature of a non-tangent curve to the right on the common easterly line of the aforesaid 64.24 acre tract and westerly right-of-way line of RR-12, from which a TxDOT Type II monument found for the most easterly corner of the said 64.24 acre tract, being a point on the southwest line of that 226.11 acre tract, described as Tract 5, conveyed to Anarene Investments, Ltd. by deed recorded in Volume 2639, Page 420 of the said Official Public Records, bears N17°08'14"E, a chord distance of 105.94 feet;

1.1097 Acres
Page 2 of 2

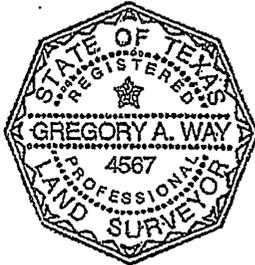
Edward W. Brown Survey No. 136, Abst. No. 44
George W. Lindsay Survey No. 138, Abst. No. 289
November 5, 2009
09521.10

THENCE, along the common easterly line of the said 64.24 acre tract and westerly right-of-way line of RR-12, with the said curve to the right having a central angle of $04^{\circ}18'03''$, a radius of 2794.79 feet, a chord distance of 209.73 feet (chord bears $S20^{\circ}22'25''W$), for an arc distance of 209.78 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 1.1097 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, South Central Zone, NAD83 (Grid), determined from GPS observation.

That I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 5th day of November 2009.



Gregory A. Way
GREGORY A. WAY
Registered Professional Land Surveyor
No. 4567 - State of Texas

SECOND INTERLOCAL AGREEMENT BETWEEN THE CITY OF DRIPPING SPRINGS, TEXAS, AND HAYS COUNTY, TEXAS, FOR THE IMPROVEMENT OF DRIPPING SPRINGS RANCH PARK, FORMERLY KNOWN AS HARRISON RANCH PARK, A PUBLIC PROPERTY OWNED BY THE CITY OF DRIPPING SPRINGS, TEXAS

This Agreement is made and entered into by Hays County, a political subdivision of the State of Texas (“County”) and the City of Dripping Springs, Texas, a general law municipality (“City”) under the authority of Chapter 791, of the Texas Government Code.

For and in consideration of the mutual agreements herein exchanged, County and City hereby contract as follows:

I. Purpose and Legal Authority.

1.1 The purpose of this Agreement is to provide for the design, bidding, and construction of various park improvements at the Dripping Springs Ranch Park property, formerly known as the Harrison Ranch Park property, used for park, recreation and/or conservation purposes owned by the City. The Property is located within the corporate limits of the City of Dripping Springs. Legal descriptions of the Property are attached hereto as Exhibit “C.” Improvements to the Project are described in Exhibit “A”, attached hereto and incorporated herein by reference and referred to in this Agreement as “the Project.” The proposed location of the Project improvements is depicted on the Site Plan attached as Exhibit “B.” As more specifically provided herein, the County is providing Bond Funds and the City, on an as-needed basis, is accommodating facilities needs that would normally be a County responsibility via the Hays County Civic Center for a designated period of time. City and County, as units of local government, are authorized by §791.011 of the Texas Government Code to contract with each other to perform certain

governmental functions and services. As defined in §791.003 of the Texas Government Code, such governmental functions and services include parks and recreation.

- 1.2 The County's obligations under this Agreement include, after the performance of certain conditions precedent as cited in Section VI of this Agreement, the funding of some improvements upon the Project, which will enhance its utility as a public park, recreation and/or conservation area, from the proceeds of bonds issued with the approval of the voters of Hays County, Texas, at an election held on May 12, 2007 (the "Bond Funds"), authorizing the issuance of general obligation bonds in the amount of \$30,000,000.00 for "parks, natural areas, open space, and related projects, and the preservation of water quality, aquifer recharge areas, and wildlife habitat."
- 1.3 All of the duties and obligations of the County and the City under this Agreement shall be performed from lawfully available current revenues.
- 1.4 This Agreement has been approved by the Hays County Commissioner's Court and the Dripping Springs City Council as required by §791.011 of the Texas Government Code.

II. Term of Agreement.

- 2.1 This Agreement is made for a term beginning on the 30th day of October 2012 and shall remain in effect until the Project has been completed and final payment to the contractor(s) has been made by the City as provided in Section 4.4 below. This Agreement shall terminate on September 30, 2014, at which time any monies

provided under this Agreement, and not expended by the City for the purposes described herein, shall be returned to the County.

- 2.2 Failure to perform improvements within the time period stipulated in this Agreement will result in the unused portion of the County funds contributed under this Agreement being returned to the County.

III. City's Duties – General.

- 3.1 City shall prepare bid documents and construction contract(s) (whether one or more, the “Construction Contract”), and shall comply with all applicable federal and state laws and City ordinances regarding the award of contract(s) for construction and improvement of the Project.

- 3.2 In consideration of County’s obligations under this Agreement, City shall:
- a. develop and implement a reservations program that commences at or about the time of the Project’s substantial completion and extends for a period of five (5) years, and that serves to accommodate third parties that have reserved or have traditionally utilized the Hays County Civic Center Facilities. Such accommodations shall be provided at a substantially similar cost to that of the Hays County Civic Center.
 - b. in any Construction Contract executed for improvement of the Project, require payment and performance bonds, insurance, and all other terms and conditions that the City normally includes in a public park construction contract and in accordance with all applicable federal and state laws and City ordinances;

- c. in any Construction Contract executed for improvement of the Project, provide that, regardless of the sources of funds to be paid to the Contractor, the funds that are paid to Contractor from the proceeds of the County's bond sale, which shall be paid in lump sum to City and which are authorized by the voters of Hays County, Texas, shall not exceed County's total contribution of Bond Funds for the particular Project on which Contractor is working, as cited in Exhibit "A";
- d. in any Construction Contract executed for improvement of the Project, require five percent (5%) retainage by the City on each payment to the Contractor; and
- f. in any Construction Contract executed for improvement of the Project, state that Contractor is an independent contractor of The City of Dripping Springs, Texas.

3.3 Following the award of any Construction Contract, City staff will oversee execution of the contract documents and provide a notice to proceed to the Contractor only after any and all contingencies contained in the contract documents have been met.

IV. City's Duties – Construction Phase of the Project.

4.1 The City shall monitor any Contractor's compliance with all terms and conditions of the Construction Contract. City staff shall notify Contractor in writing of any deficiencies or defaults.

- 4.2 The City shall inspect the work done by any Contractor to verify the delivery of materials and completion of work as represented in each payment draw.
- 4.3 City staff shall review and approve payment draw requests and supporting documentation.
- 4.4 For all payment draws, except the final payment draw submitted by Contractor, City shall promptly pay the Contractor directly after its approval of the payment draws, less a 5% Retainage, and less any other amounts authorized to be withheld under the construction agreement. For the final payment draw submitted by Contractor, City shall make final payment to Contractor only after release of retainage is authorized by the City.
- 4.5 City shall acknowledge County participation and partnership in the Project by including reference to Hays County on public signage and public literature that promotes and/or serves Property.
- 4.6 If the Project changes substantially from that described in Exhibit "A", City shall contact County Judge in writing. Substantial changes to the Project must be reviewed and approved by the County Commissioners Court. If changes are not approved, City shall:
- a. proceed with original Project as described in Exhibit "A"; or
 - b. refund to County the estimated funds allocated to the portion of the Project that has changed.

V. County's Rights and Duties.

- 5.1 Subject to the conditions precedent cited in Article VI of this Agreement, County shall pay City an amount not to exceed One Million Two Hundred Thousand

Dollars in United States currency (\$1,200,000.00 USD) in Bond Funds, which are lawfully available current funds, for the construction of the Project, to be paid in lump sum within fifteen (15) business days of the beginning date of this Agreement cited in Section 2.1, above.

5.2 County shall, upon ten (10) days' written notice to City, have a right to inspect all receipts, invoices, proofs of purchase, and records of expenditures related to the Project. County's rights under this Section shall extend until three (3) years after the termination date cited in Section 2.1, above.

5.3 Subject to the conditions in Article IV, Section 4.6 of this Agreement, County shall reserve the right to be reimbursed the estimated funds allocated to the portion of the Project that is subject to change.

5.4 In furtherance of the City's duties under this Agreement to third parties who have reserved or have traditionally utilized the Hays County Civic Center Facilities, the County will provide the City with use of all portable equipment currently used at the County Civic Center Facilities for such purposes.

VI. Conditions Precedent.

6.1 This Agreement shall become effective and binding on the City and the County upon approval by the Hays County Commissioners Court and the Dripping Springs City Council.

6.2 **Public Dedication of Park Improvements.** The City hereby presents evidence to the County that the Property associated with the Project is burdened with a public dedication in perpetuity, or its equivalent, that runs with the land and grants a right

of access to the public, with reasonable limitations on the time, place, and manner of the public's use ("Public Dedication").

VII. Amendments.

This Agreement can be amended only by written approval of the Hays County Commissioners Court and the Dripping Springs City Council.

VIII. Authorization to Sign.

Judge Bert Cobb, M.D., Hays County Judge, is authorized to sign this Agreement on behalf of Hays County, Texas. Bill Foulds, Mayor Pro Tem, is authorized to sign this Agreement on behalf of the City of Dripping Springs, Texas.

IX. Representations.

City and County each make the following representations to each other as inducements to enter into this Agreement:

- a. that it has the legal authority to enter into this Agreement for the purposes stated herein and to perform the obligations it has undertaken hereunder;
- b. that the meetings at which this Agreement and any amendments were approved were held in accordance with the Texas Open Meetings Act, Chapter 551, Texas Government Code;
- c. that it has been represented by legal counsel and has had legal counsel available to it for consultation prior to entering into this Agreement;
- d. that the officer who signed this Agreement has the legal authority to sign documents on its behalf;
- e. that before this Agreement was approved, its governing body had already identified and its staff had already segregated sufficient lawfully available

current funds for performance of all of its obligations under this Agreement even if such performance extends beyond the fiscal year in which this Agreement was approved and executed.

X. Severability.

If any clause, sentence, paragraph or article of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such determination shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion. To this extent, the provisions of this Agreement are declared to be severable.

XI. Entire Agreement.

This Agreement contains the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior understandings and agreements between the parties regarding the specific improvements contemplated in this Agreement. This Agreement may not be modified or amended except by written agreement duly executed by City and County and approved in the manner provided in Section VII above.

XII. Interpretation

The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, which is codified as Chapter 791 of the Texas Government Code. All terms and provisions hereof are to be construed and interpreted consistently with that Act. This Agreement shall not be more strictly construed against either City or County.

XIII. Applicable Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Texas. All obligations hereunder are performable in Hays County, Texas, and venue for any action arising hereunder shall be in Hays County, Texas.

EXECUTED IN DUPLICATE ORIGINALS THIS 4th DAY OF December, 2012.

CITY OF DRIPPING SPRINGS, TEXAS

HAYS COUNTY, TEXAS

Bill Foulds
Bill Foulds
Mayor Pro Tem

William Ingalsbe for
JUDGE BERT COBB, M.D.
HAYS COUNTY JUDGE

ATTEST:
Jo Ann Touchstone
JO ANN TOUCHSTONE
CITY SECRETARY

ATTEST:
Linda Fritsche
LINDA FRITSCHÉ *Liz Q Gonzalez*
HAYS COUNTY CLERK



Exhibit A
The Project

Dripping Springs Ranch Park Project Description

November 13, 2012

1 GENERAL INFORMATION

The project is sponsored by the City of Dripping Springs, located in Hays County. The name of the park is Dripping Springs Ranch Park (formally known as Harrison Ranch Park).

2 THE PROJECT AND ITS ELEMENTS

2.A OVERVIEW

Dripping Springs Ranch Park is conveniently located on the north side of the Dripping Springs City Limits, immersed in the Hill Country landscape in which the City was founded. The aim of the project is to preserve a legacy of the City's foundation in farming and ranching, enabling future generations to remain rooted to the Hill Country lands and ways of life.

The project has a funding plan that involves assistance from Hays County, Texas Parks and Wildlife Department (TPWD), Lower Colorado River Authority (LCRA), the City of Dripping Springs, private donors and in kind donations.

Even while under development, the park has been utilized by City of Dripping Springs Parks and Recreation Summer Programs, the tremendously popular Wild West Festival, Future Farmers of America and Ag-Boosters events as well as other riding and equestrian competitions and playdays. From summer youth camps to adult wine tastings to community-wide events drawing thousands of tourists, Dripping Springs Ranch Park has already benefitted members of our community and visitors to our area even before being fully developed.

2.B LAND ACQUISITION

Dripping Springs Ranch Park was originally a 68 acre family-owned ranch in the Dripping Springs ETJ, just north of the City. Currently, it spans some 112 acres facing RR12 (this number includes the 19 acres the City is in the process of acquiring from the AUSTEX Kyle, Ltd. development immediately to the south of the project), across from Dripping Springs Elementary School. The original 68 acres is heavily wooded with a rolling landscape that has been carefully preserved by the Harrison family. A segment of Little Barton Creek runs through the property, supporting an abundance of native plants and wildlife. The Hill Family generously donated 25 acres of land contiguous to the park that contains a beautiful pond and the developer of the subdivision to the south of the park is in the process of donating approximately 19 acres to the park that will be utilized for equestrian trails.

1.B FACILITIES

The following is a list of recreational facilities to be constructed as part of the proposed project.

Planned locations for facilities can be seen on the Site Plan.

1 – Wildlife Viewing/Study Area

Approximately 6 acres surrounding Little Barton Creek is being set aside for dedication as a wildlife preservation/conservation area. No development is planned for the area, other than the park trail which will run around the perimeter and some unobtrusive signage to aid in the recognition and appreciation of native plants and wildlife. Any intrusive nonnative species will be removed and replaced with native plants.

2- Primitive Tent Campsites

Adjacent to the dedicated open space, but still in the natural area of the park, is a location for primitive campsites. The area will be cleared and demarked for the purpose, but otherwise left undeveloped.

3 – Trail

The park trail encompasses the perimeter of the park and loops across it to reach the various recreation facilities. The pedestrian trail surface will be crushed granite with the equine surface formed from the existing substrate.

Intended primarily for pedestrian traffic, the path will also support wheelchairs, and potentially bicycle traffic when horses are not next to the trail. Horse traffic will be contained alongside the pedestrian trail but not be sharing the same exact path as walkers, hikers and runners. The uses will be safely segregated with appropriate signage.

4- Picnic Areas

The park will have two picnic areas, one near the pavilion and the other by the ranch house. A total of four tables and two waste disposal units will be provided. The table locations will be cleared and a base surface will be laid down.

5- Horseshoes and Washers

Two regulation horseshoe courts and two regulation washer courts will be located near the first picnic area. Construction will include the stakes and goals, but users are expected to bring their own horseshoes and washers. Bench seating will be provided.

6- Playground

Also near the pavilion picnic area, there will be a playground with modern equipment suited for younger children.

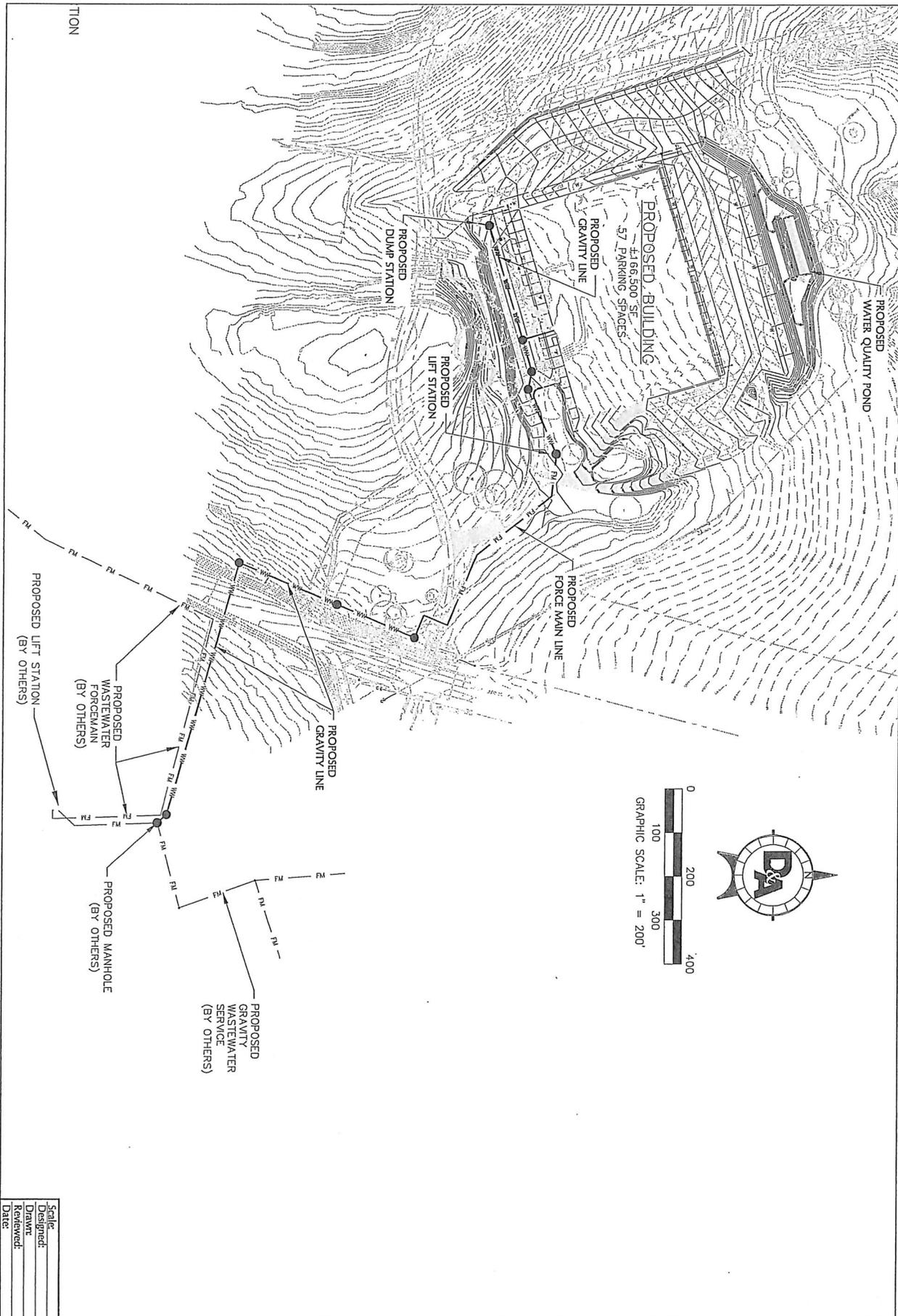
7- Open Play Area

About an acre will be cleared for use as an open play area, suitable for flag football, kite flying, croquet, or other activities.

8- Pavilion

Most of the construction budget will go towards overall site work and construction of an open air covered pavilion suited for use by equestrian and multi-purpose events.

**Exhibit B
Project Site Plan**



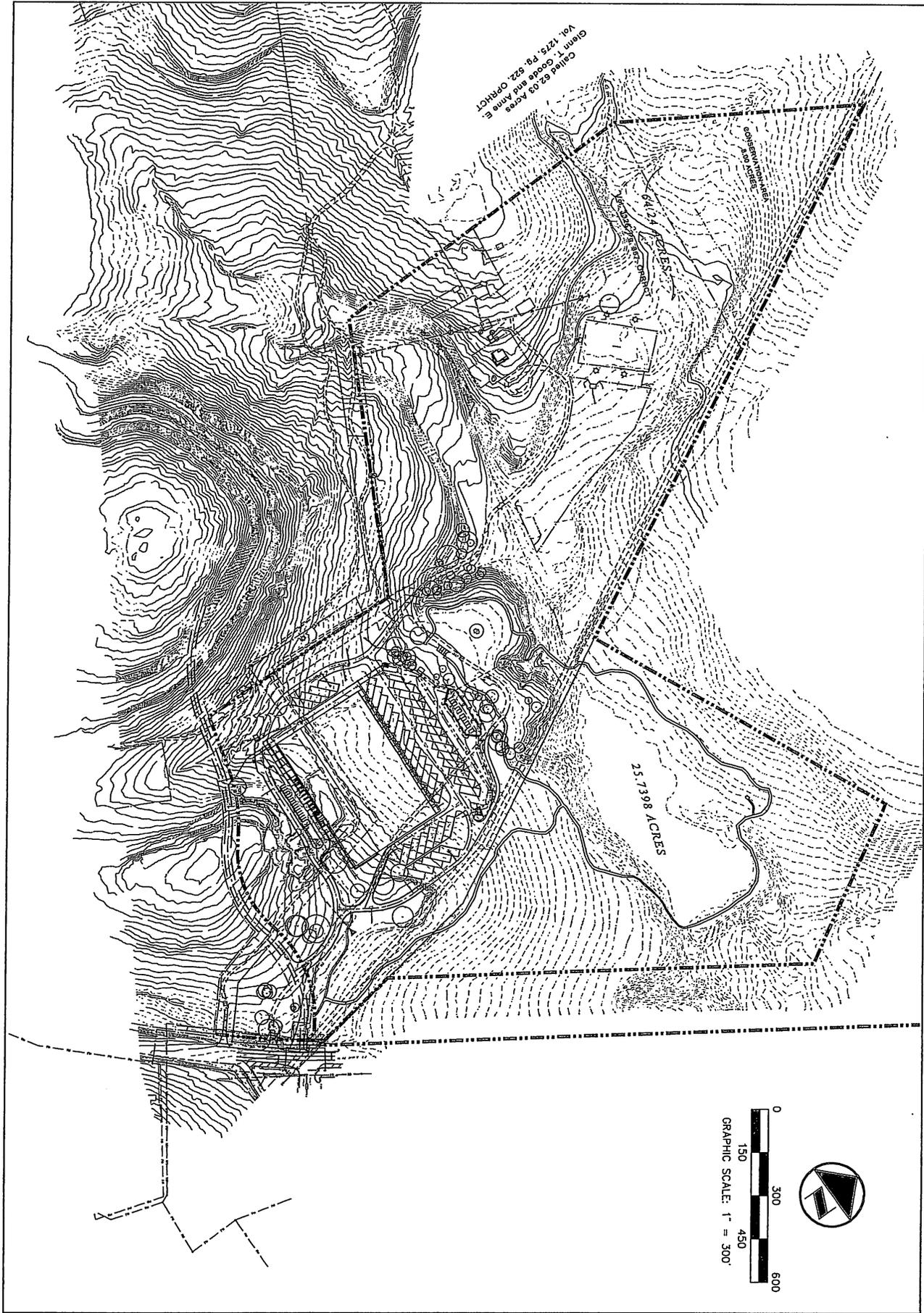
Scale:	
Designed:	
Drawn:	
Reviewed:	
Date:	

SHEET
1 OF 1
Project No.:
338-009

DRIPPING SPRINGS RANCH PARK
DRIPPING SPRINGS, TEXAS

CONCEPTUAL SITE PLAN

DA Doucet & Associates, Inc.
7401 B Hwy. 71 West, Suite 140
Austin, TX 78735
Phone: (512) 583-2600 Fax: (512) 583-3501
AUSTIN, TEXAS • HOUSTON, TEXAS • PLACENA, TEXAS • NORFOLK, CALIFORNIA
www.doucetandassociates.com



Scale: AS NOTED
 Drawn by: J. L. ...
 Checked by: J. L. ...
 Date: 11/16/2015
 SHEET 1 OF 1
 Project No. 335-007

DRIPPING SPRINGS
DRIPPING SPRINGS RANCH PARK
 DRIPPING SPRINGS, TEXAS

OVERALL LAYOUT

DA DOUCET & ASSOCIATES
 Civil Engineering - Planning - Surveying/Mapping
 7401 E. Highway 71 W, Suite 140
 Austin, Texas 78735, Phone: (512)-583-2600
 www.doucetandassociates.com
 Firm Registration Number: 3727

Exhibit C
The Property (Legal Descriptions)

STATE OF TEXAS **EXHIBIT** A 64.24 ACRES
COUNTY OF HAYS GEORGE LINDSAY SURVEY
NO. 138, A-289 & EDWARD W.
BROWN SURVEY NO. 136, A-44

DESCRIPTION

DESCRIPTION OF A 64.24 ACRE TRACT OF LAND OUT OF THE GEORGE LINDSAY SURVEY NO. 138, A-289, AND THE EDWARD W. BROWN SURVEY NO. 136, A-44, HAYS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN TRACT OF LAND CALLED TO BE 64.2441 ACRES, DESCRIBED IN A DEED TO STEPHEN J. HARRISON AND NINA J. STEWART, OF RECORD IN VOLUME 1171, PAGE 587, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 64.24 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a TXDOT Type II monument found in the westerly right-of-way line of Ranch Road 12, in the south line of a tract of land called to be 226.11 acres, described in a deed to John L. Hill, of record in Volume 329, Page 580, of the Deed Records of Hays County, Texas, said monument being the northwest corner of a tract of land called to be 0.126 acres, described in a deed to the State of Texas, of record in Volume 1089, Page 294, of the Official Public Records of Hays County, Texas, the northeast corner of said 64.2441 acre tract, and the northeast corner of the herein described tract; from said monument, a ½ inch iron rod found for at the southeast corner of said 226.11 acre tract and the northeast corner of said 0.126 acre tract, bears S 28° 12' 36" E, 22.65 feet;

THENCE, with the westerly right-of-way line of said Ranch Road 12, same being the westerly line of said 0.126 acre tract, a curve to the right having a radius of 2794.81 feet, at 34.5 feet, passing the approximate centerline of a pipeline easement to the Lower Colorado River Authority, of record in Volume 257, Page 598, and Volume 257, Page 819, of the Deed Records of Hays County, Texas, and continuing for an arc distance of 315.52 feet, a central angle of 06° 28' 07", and a chord which bears S 19° 16' 59" W, 315.36 feet to a TXDOT Type II monument found at the most easterly northeast corner of a tract of land called to be 62.03 acres, described in a deed to Glenn T. Goode and Anne E. Davison, of record in Volume 1275, Page 522, of the Official Public Records of Hays County, Texas, said monument being the southwest corner of said 0.126 acre tract, the southeast corner of said 64.2441 acre tract, and the southeast corner of the herein described tract;

THENCE, with the southerly line of said 64.2441 acre tract, and a northerly line of said 62.03 acre tract, the following five (5) courses:

- 1) N 67° 45' 40" W, 183.43 feet to a ½ inch iron rod found;
- 2) N 33° 06' 56" W, 731.22 feet to a ½ inch iron rod found;

- 3) S 71° 16' 49" W, 617.36 feet to a ½ inch iron rod found;
- 4) N 17° 04' 32" W, 464.92 feet to a ½ inch iron rod found;
- 5) N 81° 43' 25" W, 965.98 feet to a ½ inch iron rod found at an ell corner of said 62.03 acre tract, for the most westerly southwest corner of said 64.2441 acre tract, and the most westerly southwest corner of the herein described tract;

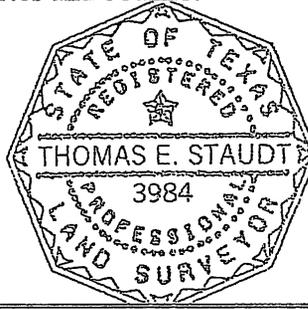
THENCE, with the westerly line of said 64.2441 acre tract, and an easterly line of said 62.03 acre tract, the following two (2) courses:

- 1) N 19° 55' 30" W, 1135.94 feet to a ½ inch iron rod found;
- 2) N 12° 17' 30" E, at 800.6 feet, passing the approximate centerline of said LCRA pipeline easement, and continuing for a total distance of 862.35 feet to a ½ inch iron rod found in the southerly line of said 226.11 acre tract, at the most northerly northeast corner of said 62.03 acre tract, for the northwest corner of said 64.2441 acre tract, and the northwest corner of the herein described tract;

THENCE, with the northerly line of said 64.2441 acre tract, and the southerly line of said 226.11 acre tract, the following two (2) courses:

- 1) S 46° 55' 45" E, 3065.67 feet to a ½ inch iron rod found;
- 2) S 28° 12' 24" E, 665.55 feet to the POINT OF BEGINNING containing 64.24 acres of land within theses metes and bounds.

Description accompanied by plat.
 Surveyed by: *Staudt Surveying, Inc.*
P.O. Box 1273
Dripping Springs, Texas 78620
512-858-2236



Thomas E. Staudt

11/19/08

Thomas E. Staudt Registered Professional Land Surveyor No. 3984 Date

Hays County
Linda C. Fritsche
County Clerk
San Marcos, Texas 78666

Item 3.



Instrument Number: 2010-10000994

Recorded On: January 14, 2010

As
OPR RECORDINGS

Parties: AUS S T KYLE LTD

Billable Pages: 7

To DRIPPING SPRINGS CITY OF

Number of Pages: 8

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

OPR RECORDINGS	40.00
Total Recording:	40.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2010-10000994
Receipt Number: 236998
Recorded Date/Time: January 14, 2010 11:41:41A
Book-Vol/Pg: BK-OPR VL-3807 PG-781
User / Station: S Sundholm - Cashiering #3

Record and Return To:

BAKER & ASSOCIATES
PO BOX 718
DRIPPING SPRINGS TX 78620-0718



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Linda C. Fritsche
Linda C. Fritsche, County Clerk

EXECUTED this 23 day of December, 2009.

"GRANTOR"

Aus S. T. Kyle, Ltd.

By its general partner:

Aus S. T. Kyle GP, Inc.

A Texas corporation

By: Douglas B. Kadison

Name: Douglas B. Kadison

Title: President

Grantee's Address:

P.O. Box 384

Dripping Springs, TX 78620

STATE OF TEXAS

§

COUNTY OF HAYS

Travis

§

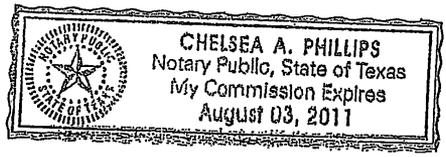
§

The foregoing instrument was acknowledged before me on the 23 day of December, 2009 by Douglas B. Kadison, President of Aus S. T. Kyle GP, Inc., a Texas corporation which is the general partner of Aus S. T. Kyle, Ltd., a Texas limited partnership, on behalf of said limited partnership.

Chelsea A. Phillips

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: Aug. 3, 2011



AFTER RECORDING RETURN TO
Baker & Associates
P.O. Box 718
Dripping Springs, Texas 78620

EXHIBIT "A"

Legal description of 4. Acre parkland tract

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RECORDING PURPOSES

3.9597 Acres
Page 1 of 2

George W. Lindsay Survey No. 138, Abst. No. 289
November 10, 2009
09521.10

STATE OF TEXAS §
 §
COUNTY OF HAYS §

FIELDNOTE DESCRIPTION of a 3.9597 acre tract, situated in the George W. Lindsay Survey No. 138, Abstract No. 289, Hays County, Texas, being a portion of that 2.20 acre tract conveyed to Aus S.T. Kyle, LP by deed recorded in Volume 3595, Page 521 of the Official Public Records of Hays County, Texas and a portion of the remainder of that 157.2938 acre tract conveyed to Aus S.T. Kyle, Ltd. by deed recorded in Volume 2724, Page 103 of the said Official Public Records; the said 3.9597 acre tract is more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod found for the most easterly corner of the said 2.20 acre tract, being the southeast corner of that 62.03 acre tract conveyed to Glenn T. Goode and Anne E. Davison by deed recorded in Volume 1275, Page 522 of the said Official Public Records and a point on the westerly right-of-way line of Ranch Road 12 (right-of-way varies);

THENCE, leaving the westerly right-of-way line of said Ranch Road 12, with the common northerly line of the said 2.20 acre tract and southerly line of the 62.03 acre tract, for the following two (2) courses:

- 1) N67°44'23"W, 201.67 feet to a ½" iron rod found for an angle point;
- 2) N33°21'06"W, 243.14 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of curvature of a non-tangent curve to the right and the most easterly corner and POINT OF BEGINNING of the herein described tract;

THENCE, leaving the southerly line of the said 62.03 acre tract, across the said 2.20 acre tract and the 157.2938 acre tract, for the following four (4) courses:

- 1) With the said curve to the right having a central angle of 51°08'26", a radius of 340.00 feet, a chord distance of 293.50 feet (chord bears S85°52'18"W), at an arc distance of 129.72 feet pass a calculated point on the westerly line of the aforesaid 2.20 acre tract and continuing across the said 157.2938 acre tract for a total arc distance of 303.47 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of reverse curvature of a curve to the left;
- 2) With the said curve to the left having a central angle of 26°17'08", a radius of 562.93 feet, a chord distance of 256.00 feet (chord bears N81°42'02"W), for an arc distance of 258.26 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of tangency;
- 3) S85°09'24"W, 59.57 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the southwest corner of the herein described tract;

3.9597 Acres
Page 2 of 2

George W. Lindsay Survey No. 138, Abst. No. 289
November 10, 2009
09521.10

- 4) N03°34'17"W, 250.52 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the northwest corner of the herein described tract, being a point on the common northerly line of the aforesaid 157.2938 acre tract and southerly line of the said 62.03 acre tract, from which a ½" iron rod found for an angle point on the said common north line of the 157.2938 acre tract and southerly line of the 62.03 acre tract, bears S71°16'22"W, 241.25 feet;

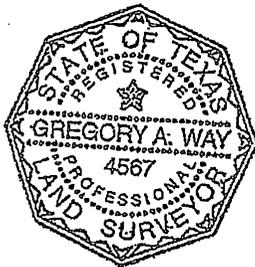
THENCE, with the said common northerly line of the said 157.2938 acre tract and southerly line of the 62.03 acre tract, for the following two (2) courses:

- 1) N71°16'22"E, 387.91 feet to a ½" iron rod found for an angle point;
- 2) S33°21'06"E, at a distance of 345.03 feet pass the most northerly corner of the aforesaid 2.20 acre tract and continuing with the northerly line of the aforesaid 2.20 acre tract, for a total distance of 461.35 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 3.9597 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, South Central Zone, NAD83 (Grid), determined from GPS observation.

That I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

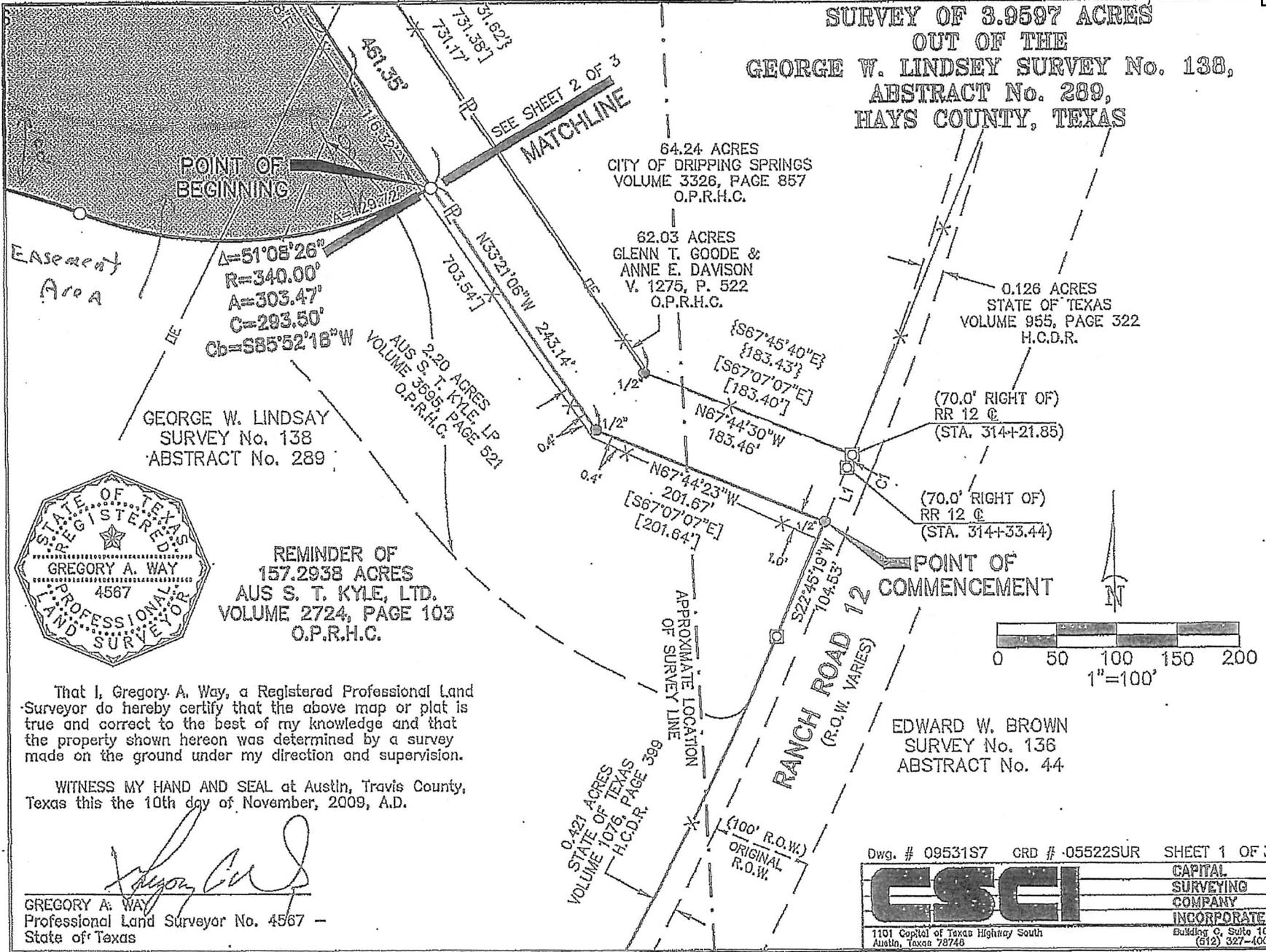
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 10th day of November 2009.



Gregory A. Way

 GREGORY A. WAY
 Registered Professional Land Surveyor
 No. 4567 - State of Texas

SURVEY OF 3.9597 ACRES OUT OF THE GEORGE W. LINDSEY SURVEY No. 138, ABSTRACT No. 289, HAYS COUNTY, TEXAS

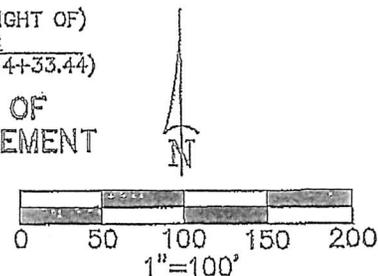


REMINDER OF
157.2938 ACRES
AUS S. T. KYLE, LTD.
VOLUME 2724, PAGE 103
O.P.R.H.C.

That I, Gregory A. Way, a Registered Professional Land Surveyor do hereby certify that the above map or plat is true and correct to the best of my knowledge and that the property shown hereon was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 10th day of November, 2009, A.D.

Gregory A. Way
GREGORY A. WAY
Professional Land Surveyor No. 4567 -
State of Texas

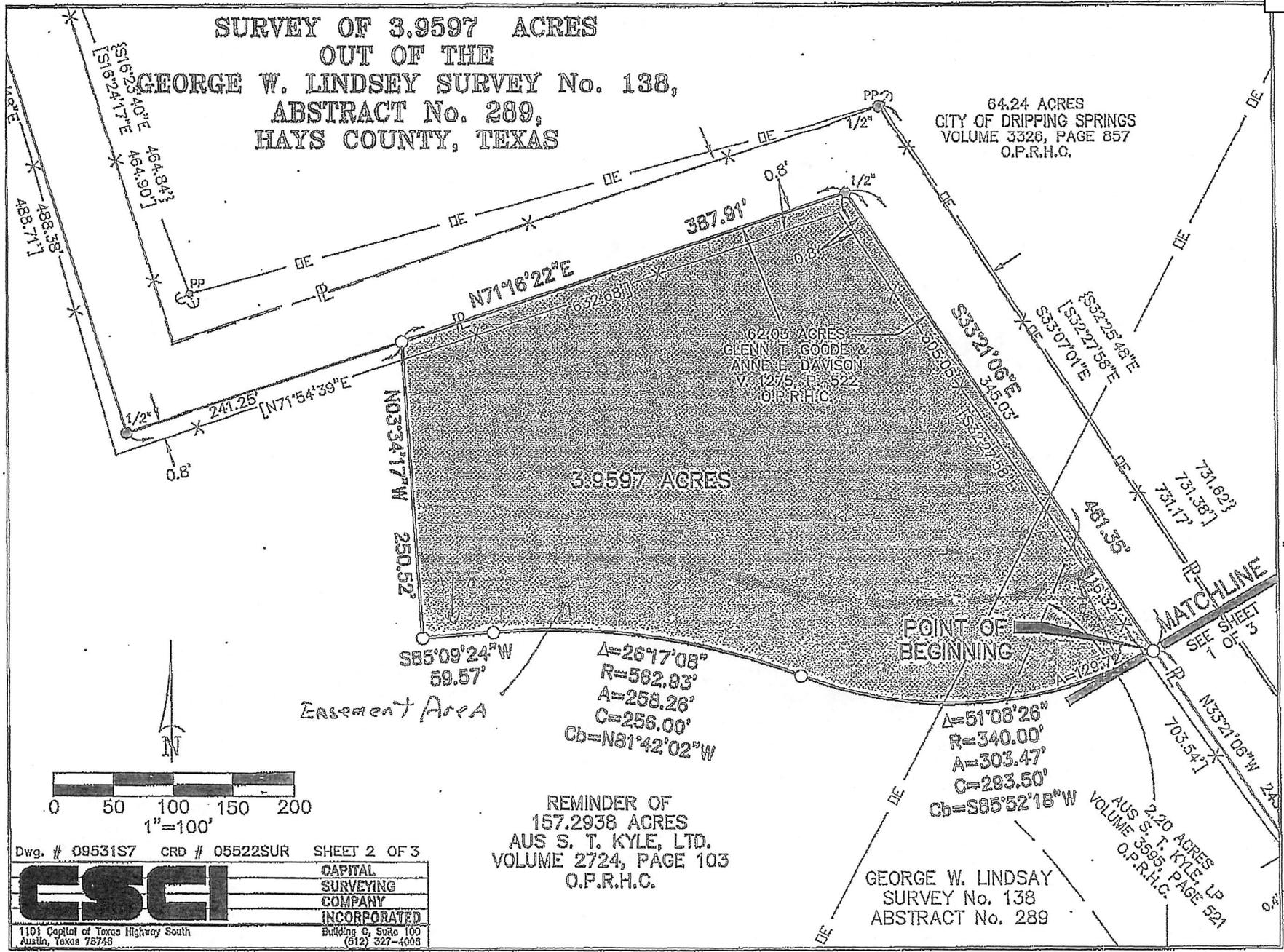


Dwg. # 09531S7 CRD # -05522SUR SHEET 1 OF 3

CSCI
CAPITAL SURVEYING COMPANY INCORPORATED
1101 Capital of Texas Highway South
Austin, Texas 78748
Building C, Suite 100
(512) 327-4006

10000994 OPR 3807
Bk 901
Pg 79

SURVEY OF 3.9597 ACRES
OUT OF THE
GEORGE W. LINDSEY SURVEY No. 138,
ABSTRACT No. 289,
HAYS COUNTY, TEXAS



10000994 DPR 3807 788

Hays County
Linda C. Fritsche
County Clerk
San Marcos, Texas 78666

Item 3.



70 2010 10000996

Instrument Number: 2010-10000996

As

Recorded On: January 14, 2010

OPR RECORDINGS

Parties: GOODE GLENN T

Billable Pages: 6

To DRIPPING SPRINGS CITY OF

Number of Pages: 7

Comment:

(Parties listed above are for Clerks reference only)

** Examined and Charged as Follows: **

OPR RECORDINGS	36.00
Total Recording:	36.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number: 2010-10000996

Receipt Number: 236998

Recorded Date/Time: January 14, 2010 11:41:41A

Book-Vol/Pg: BK-OPR VL-3807 PG-795

User / Station: S Sundholm - Cashiering #3

BAKER & ASSOCIATES

PO BOX 718

DRIPPING SPRINGS TX 78620-0718

State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Linda C. Fritsche, County Clerk



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

GENERAL WARRANTY DEED

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF HAYS

§

THAT THE UNDERSIGNED, GLENN T. GOODE AND ANNE E. DAVISON ("Grantors"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned in hand paid by THE CITY OF DRIPPING SPRINGS, a Texas general law municipality ("Grantee"), the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Grantee, the real property located in Hays County, Texas (the "Property") and being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, reservations, easements, covenants and conditions, if any, relating to the Property as the same are filed for record in the County Clerk's Office of Hays County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors and assigns forever; and Grantors do hereby bind Grantors' successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto Grantee, Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

Except for the warranty of title set forth herein, Grantor hereby specifically disclaims any warranty, guaranty, or representation concerning the nature and condition of the Property, including but not by way of limitation, the water, soil, geology and the suitability thereof, and of the Property, for any and all activities and uses which Grantee may elect to conduct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same. GRANTOR HAS NOT MADE AND DOES NOT MAKE, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR CONDITION OF THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, COMPLIANCE BY THE PROPERTY WITH ANY LAWS, RULES ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY, OR HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

EXECUTED this 4th day of January, ^{2010.} 2009.

"GRANTORS"

Glenn T. Goode
GLENN T. GOODE

Anne E. Davison
ANNE E. DAVISON

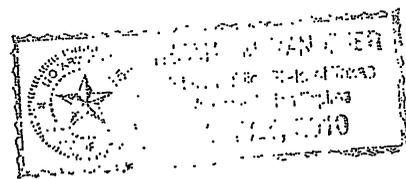
Grantee's Address:
P.O. Box 384
Dripping Springs, TX 78620

STATE OF TEXAS §
 §
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me on the 5th day of January, ²⁰¹⁰ 2009 by Glenn T. Goode and Anne E. Davison.

Lawrence M. Henderson
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: May 27, 2010



1.3413 Acres
Page 1 of 2

George W. Lindsay Survey No. 138, Abst. No. 289
November 10, 2009
09521.10

STATE OF TEXAS §
 §
COUNTY OF HAYS §

FIELDNOTE DESCRIPTION of a 1.3413 acre tract, situated in the George W. Lindsay Survey No. 138, Abstract No. 289, Hays County, Texas, being a portion of that 62.03 acre tract conveyed to Glenn T. Goode and Anne E. Davison by deed recorded in Volume 1275, Page 522 of the Official Public Records of Hays County, Texas; the said 1.3413 acre tract is more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found for the most easterly southeast corner of the said 62.03 acre tract, being the northeast corner of that 2.20 acre tract conveyed to Aus S.T. Kyle, LP by deed recorded in Volume 3595, Page 521 of the said Official Public Records and a point on the westerly right-of-way line of Ranch Road 12 (right-of-way varies), from which a TxDOT Type II monument found, marked station 314+33.44, on the common east line of the 62.03 acre tract and westerly right-of-way line of Ranch Road 12 (RR-12), bears N22°46'19"E, 48.69 feet;

THENCE, leaving the westerly right-of-way line of said RR-12, with the common southerly line of the said 62.03 acre tract and northerly line of the 2.20 acre tract, for the following two (2) courses:

- 1) N67°44'23"W, 201.67 feet to a 1/2" iron rod found for an angle point;
- 2) N33°21'06"W, 173.02 feet to a 1/2" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the most southerly corner and POINT OF BEGINNING of the herein described tract;

THENCE, continuing with the southerly line of the said 62.03 acre tract, for the following two (2) courses:

- 1) N33°21'06"W, at a distance of 186.44 feet pass a calculated point for the most northerly corner of the said 2.20 acre tract, being on the northerly line of the remainder of that 157.2938 acre tract conveyed to Aus S.T. Kyle, Ltd. by deed recorded in Volume 2724, Page 103 of the said Official Public Records, and continuing with the northerly line of the said 157.2938 acre tract, for a total distance of 531.47 feet;
- 2) S71°16'22"W, continuing with the northerly line of the said 157.2938 acre tract, 387.91 feet to a 1/2" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for corner, from which a 1/2" iron rod found for an angle point on the common line between the said 62.03 acre tract and the 157.2938 acre tract, bears S71°16'22"W, 241.25 feet;

THENCE, N03°34'17"W, leaving the northerly line of the said 157.2938 acre tract, and crossing through the 62.03 acre tract, for a distance of 61.80 feet to a 1/2" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set on the northeast line of the aforesaid 62.03 acre tract, being the southwest line of that 64.24 acre tract conveyed to the City of Dripping Springs by deed recorded in Volume 3326, Page 857 of the said Official Public Records, from which a 1/2" iron rod found for an angle point on the said common line between the 62.03 acre tract and the 64.24 acre tract, bears S71°17'05"W, 196.02 feet;

1.3413 Acres
Page 2 of 2

George W. Lindsay Survey No. 138, Abst. No. 289
November 10, 2009
09521.10

THENCE, with the said common northeast line of the 62.03 acre tract and southwest line of the 64.24 acre tract, for the following two (2) courses:

- 1) N71°17'05"E, 421.37 feet to a ½" iron rod found for an angle point;
- 2) S33°07'01"E, 579.06 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set on a non-tangent curve to the left, for the most easterly northeast corner of the herein described tract, from which a ½" iron rod found for an angle point on the aforesaid common line between the 62.03 acre tract and the 64.24 acre tract, bears S33°07'01"E, 152.11 feet;

THENCE, leaving the southwest line of the said 64.24 acre tract, across the said 62.03 acre tract, for the following two (2) courses:

- 1) With the said curve to the left having a central angle of 06°18'44", a radius of 340.00 feet, a chord distance of 37.44 feet (chord bears S59°34'39"W), for an arc distance of 37.46 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of reverse curvature of a curve to the right;
- 2) With the said curve to the right having a central angle of 03°15'21", a radius of 410.00 feet, a chord distance of 23.30 feet (chord bears S58°02'57"W), for an arc distance of 23.30 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 1.3413 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, South Central Zone, NAD83 (Grid), determined from GPS observation.

That I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

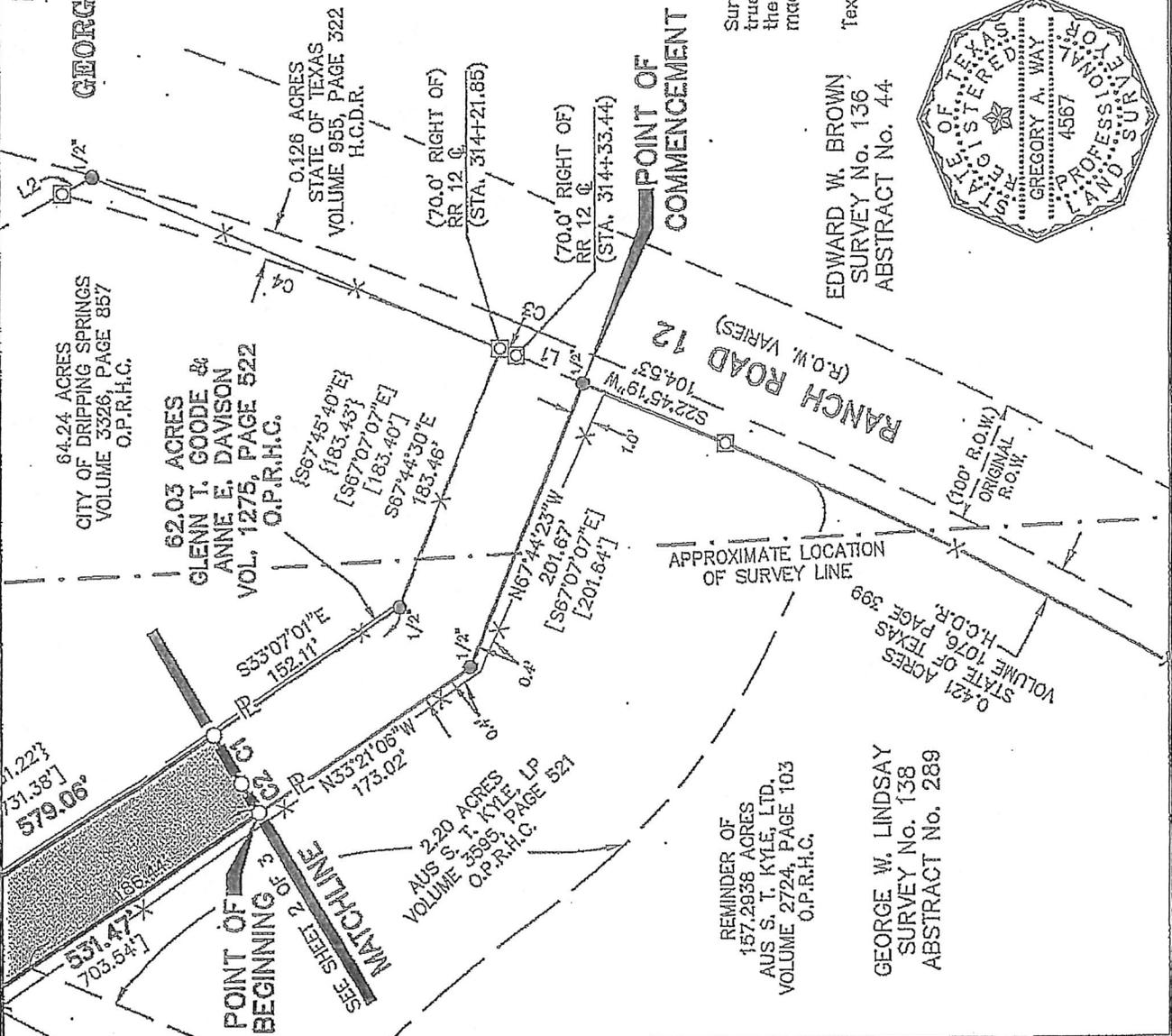
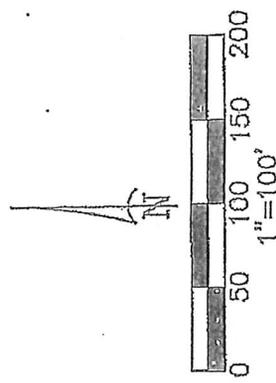
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 10th day of November 2009.



Gregory A. Way

 GREGORY A. WAY
 Registered Professional Land Surveyor
 No. 4567 - State of Texas

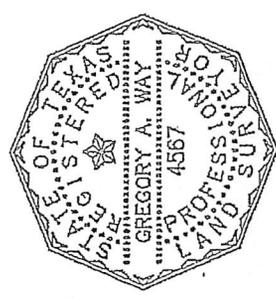
**SURVEY OF 1.3413 ACRES
OUT OF THE
GEORGE W. LINDSEY SURVEY NO. 138,
ABSTRACT NO. 289,
HAYS COUNTY, TEXAS**



That I, Gregory A. Way, a Registered Professional Land Surveyor do hereby certify that the above map or plat is true and correct to the best of my knowledge and that the property shown hereon was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL, at Austin, Travis County, Texas this the 10th day of November, 2009, A.D.

EDWARD W. BROWN
SURVEY NO. 136
ABSTRACT NO. 44



Gregory A. Way

GREGORY A. WAY
Professional Land Surveyor No. 4567
State of Texas

Dwg. # 09531S2 CRD # 05522SUR SHEET 1 OF 3

CSI

CAPITAL SURVEYING COMPANY INCORPORATED
1001 Capital of Texas Highway South
Austin, Texas 78745
(512) 327-0008

REMINDER OF
157.2838 ACRES
AUS S. T. KYLE, LTD.
VOLUME 2724, PAGE 103
O.P.R.H.C.

GEORGE W. LINDSAY
SURVEY NO. 138
ABSTRACT NO. 289

Hays County
Linda C. Fritsche
County Clerk
San Marcos, Texas 78666

Item 3.



70 2010 10000995

Instrument Number: 2010-10000995

As

Recorded On: January 14, 2010

OPR RECORDINGS

Parties: GOODE GLENN T

Billable Pages: 5

To DRIPPING SPRINGS CITY OF

Number of Pages: 6

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

OPR RECORDINGS	32.00
Total Recording:	32.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number: 2010-10000995

Receipt Number: 236998

Recorded Date/Time: January 14, 2010 11:41:41A

Book-Vol/Pg: BK-OPR VL-3807 PG-789

User / Station: S Sundholm - Cashiering #3

BAKER & ASSOCIATES

PO BOX 718

DRIPPING SPRINGS TX 78620-0718

State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Linda C. Fritsche

Linda C. Fritsche, County Clerk



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

THAT THE UNDERSIGNED, GLENN T. GOODE AND ANNE E. DAVISON ("Grantors"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned in hand paid by THE CITY OF DRIPPING SPRINGS, a Texas general law municipality ("Grantee"), the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Grantee, the real property located in Hays County, Texas (the "Property") and being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, reservations, easements, covenants and conditions, if any, relating to the Property as the same are filed for record in the County Clerk's Office of Hays County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors and assigns forever; and Grantors do hereby bind Grantors' successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto Grantee, Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

Except for the warranty of title set forth herein, Grantor hereby specifically disclaims any warranty, guaranty, or representation concerning the nature and condition of the Property, including but not by way of limitation, the water, soil, geology and the suitability thereof, and of the Property, for any and all activities and uses which Grantee may elect to conduct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same. GRANTOR HAS NOT MADE AND DOES NOT MAKE, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR CONDITION OF THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, COMPLIANCE BY THE PROPERTY WITH ANY LAWS, RULES ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY, OR HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

EXECUTED this 4th day of January, ~~2009~~ 2010

"GRANTORS"

Glenn T. Goode
GLENN T. GOODE

Anne E. Davison
ANNE E. DAVISON

Grantee's Address:

P.O. Box 384
Dripping Springs, TX 78628

STATE OF TEXAS

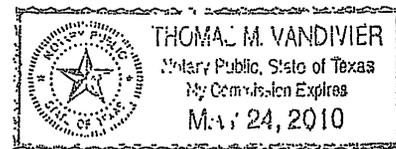
§
§
§

COUNTY OF HAYS

The foregoing instrument was acknowledged before me on the 5th day of January, ~~2009~~ 2010 by Glenn T. Goode and Anne E. Davison.

Thomas M. Vandivier
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: May 24, 2010



AFTER RECORDING RETURN TO
Baker & Associates
P.O. Box 718
Dripping Springs, Texas 78620

0.4909 Acres
Page 1 of 2

Edward W. Brown Survey No. 136, Abst. No. 44
George W. Lindsay Survey No. 138, Abst. No. 289
November 5, 2009
09521.10

STATE OF TEXAS §
 §
COUNTY OF HAYS §

FIELDNOTE DESCRIPTION of a 0.4909 acre tract, situated in the Edward W. Brown Survey No. 136, Abstract No. 44 and the George W. Lindsay Survey No. 138, Abstract No. 289, Hays County, Texas, being a portion of that 62.03 acre tract conveyed to Glenn T. Goode and Anne E. Davison by deed recorded in Volume 1275, Page 522 of the Official Public Records of Hays County, Texas; the said 0.4909 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found for the most easterly southeast corner of the said 62.03 acre tract, being the northeast corner of that 2.20 acre tract conveyed to Aus S.T. Kyle, LP by deed recorded in Volume 3595, Page 521 of the said Official Public Records and a point on the westerly right-of-way line of Ranch Road 12 (right-of-way varies);

THENCE, leaving the westerly right-of-way line of said Ranch Road 12 (RR-12), with the common southerly line of the said 62.03 acre tract and northerly line of the 2.20 acre tract, for the following two (2) courses:

- 1) N67°44'23"W, 201.67 feet to a ½" iron rod found for an angle point;
- 2) N33°21'06"W, 173.02 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of curvature of a non-tangent curve to the left, from which a ½" iron rod found for an angle point on the southerly line of the aforesaid 62.03 acre tract, bears N33°21'06"W, 531.47 feet;

THENCE, leaving the northerly line of the said 2.20 acre tract, across the said 62.03 acre tract, for the following two (2) courses:

- 1) With the said curve to the left having a central angle of 03°15'21", a radius of 410.00 feet, a chord distance of 23.30 feet (chord bears N58°02'57"E), for an arc distance of 23.30 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of reverse curvature of a curve to the right;
- 2) With the said curve to the right having a central angle of 06°18'44", a radius of 340.00 feet, a chord distance of 37.44 feet (chord bears N59°34'39"E), for an arc distance of 37.46 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of non-tangency, being a point on the common northeast line of the aforesaid 62.03 acre tract and southwest line of that 64.24 acre tract conveyed to the City of Dripping Springs by deed recorded in Volume 3326, Page 857 of the said Official Public Records, from which a ½" iron rod found for an angle point on the said common northeast line of the 62.03 acre tract and southwest line of the 64.24 acre tract, bears N33°07'01"W, 579.06 feet;

THENCE, with the said common northeast line of the 62.03 acre tract and southwest line of the 64.24 acre tract, for the following two (2) courses:

- 1) S33°07'01"E, 152.11 feet to a ½" iron rod found for an angle point;

0.4909 Acres
Page 2 of 2

Edward W. Brown Survey No. 136, Abst. No. 44
George W. Lindsay Survey No. 138, Abst. No. 289
November 5, 2009
09521.10

- 2) S67°44'32"E, 183.46 feet to a TxDOT Type II monument found, on a curve to the right, for the most easterly northeast corner of the aforesaid 62.03 acre tract, being the southeast corner of the 64.24 acre tract and a point on a curve to the right in the westerly right-of-way line of aforesaid RR-12;

THENCE, leaving the southerly line of the said 64.24 acre tract, with the common easterly line of the 62.03 acre tract and westerly right-of-way line of RR-12, for the following two (2) courses:

- 1) With the said curve to the right having a central angle of 00°13'53", a radius of 2794.79 feet, a chord distance of 11.29 feet (chord bears S22°38'23"W), for an arc distance of 11.29 feet to a TxDOT Type II monument found for the point of tangency;
- 2) S22°45'19"W, for a distance of 48.69 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 0.4909 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, South Central Zone, NAD83 (Grid), determined from GPS observation.

That I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 5th day of November 2009.



Gregory A. Way

 GREGORY A. WAY
 Registered Professional Land Surveyor
 No. 4567 - State of Texas

Hays County
Linda C. Fritsche
County Clerk
San Marcos, Texas 78666

Item 3.



70 2010 10000997

Instrument Number: 2010-10000997

As

Recorded On: January 14, 2010

OPR RECORDINGS

Parties: DRIPPING SPRINGS CITY OF

Billable Pages: 8

To AUS ST KYLE LTD

Number of Pages: 9

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

OPR RECORDINGS	44.00
Total Recording:	44.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number: 2010-10000997
Receipt Number: 236998
Recorded Date/Time: January 14, 2010 11:41:41A
Book-Vol/Pg: BK-OPR VL-3807 PG-802
User / Station: S Sundholm - Cashiering #3

BAKER & ASSOCIATES
PO BOX 718
DRIPPING SPRINGS TX 78620-0718



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Linda C. Fritsche

Linda O. Fritsche, County Clerk

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

STATE OF TEXAS §
COUNTY OF HAYS § KNOW ALL MEN BY THESE PRESENTS:

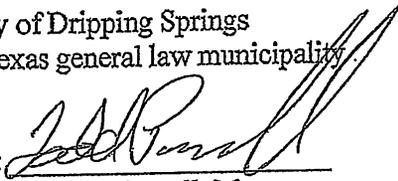
THAT THE CITY OF DRIPPING SPRINGS, a Texas municipality ("Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto AUS S. T. KYLE, LTD., a Texas limited partnership ("Grantee"), the real property located in Hays County, Texas (the "Property") and being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, reservations, easements, covenants and conditions, if any, relating to the Property as the same are filed for record in the County Clerk's Office of Hays County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto Grantee, Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

EXECUTED this 5th day of January, 2010, 2009.

"GRANTOR"

City of Dripping Springs
a Texas general law municipality
By: 
Todd Purcell, Mayor

Grantee's Address:

4111 Lakeplace Lane
Austin, TX 78746

STATE OF TEXAS

§
§
§

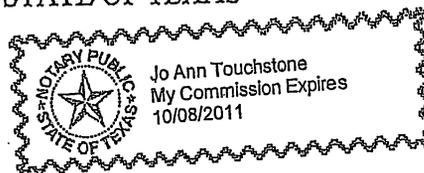
COUNTY OF HAYS

The foregoing instrument was acknowledged before me on the ²⁰¹⁰ 5th day of January, ~~2009~~ by Todd Purcell, Mayor of the City of Dripping Springs, a Texas general law municipality, on behalf of said municipality.

Jo Ann Touchstone

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: 10/08/2011



AFTER RECORDING RETURN TO
Baker & Associates
P.O. Box 718
Dripping Springs, Texas 78620

Edward W. Brown Survey No. 136, Abst. No. 44
George W. Lindsay Survey No. 138, Abst. No. 289
November 5, 2009
09521.10

STATE OF TEXAS
COUNTY OF HAYS

§
§
§

ABSTRACT DESCRIPTION of a 0.4909 acre tract situated in the Edward W. Brown Survey No. 136, Abstract No. 44 and the George W. Lindsay Survey No. 138, Abstract No. 289, Hays County, Texas, being a portion of that 62.03 acre tract conveyed to Glenn T. Goode and Anne H. Davison by deed recorded in Volume 1275, Page 522 of the Official Public Records of Hays County, Texas; the said 0.4909 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found for the most easterly southeast corner of the said 62.03 acre tract, being the northeast corner of that 2.20 acre tract conveyed to Aus S.T. Kyle, LP by deed recorded in Volume 3595, Page 521 of the said Official Public Records and a point on the westerly right-of-way line of Ranch Road 12 (right-of-way varies);

THENCE, leaving the westerly right-of-way line of said Ranch Road 12 (RR-12), with the common southerly line of the said 62.03 acre tract and northerly line of the 2.20 acre tract, for the following two (2) courses:

1) N67°44'23"W, 201.67 feet to a 1/2" iron rod found for an angle point;

2) N33°21'06"W, 173.02 feet to a 1/2" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of curvature of a non-tangent curve to the left, from which a 1/2" iron rod found for an angle point on the southerly line of the aforesaid 62.03 acre tract, bears N33°21'06"W, 531.47 feet;

THENCE, leaving the northerly line of the said 2.20 acre tract, across the said 62.03 acre tract, for the following two (2) courses:

1) With the said curve to the left having a central angle of 03°15'21", a radius of 410.00 feet, a chord distance of 23.30 feet (chord bears N58°02'57"E), for an arc distance of 23.30 feet to a 1/2" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of reverse curvature of a curve to the right;

2) With the said curve to the right having a central angle of 06°18'44", a radius of 340.00 feet, a chord distance of 37.44 feet (chord bears N59°34'39"E), for an arc distance of 37.46 feet to a 1/2" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of non-tangency, being a point on the common northeast line of the aforesaid 62.03 acre tract and southwest line of that 64.24 acre tract conveyed to the City of Dripping Springs by deed recorded in Volume 3326, Page 857 of the said Official Public Records, from which a 1/2" iron rod found for an angle point on the said common northeast line of the 62.03 acre tract and southwest line of the 64.24 acre tract, bears N33°07'01"W, 579.06 feet;

THENCE, with the said common northeast line of the 62.03 acre tract and southwest line of the 64.24 acre tract, for the following two (2) courses:

1) S33°07'01"E, 152.11 feet to a 1/2" iron rod found for an angle point;

0.4909 Acres
Page 2 of 2

Edward W. Brown Survey No. 136, Abst. No. 44
George W. Lindsay Survey No. 138, Abst. No. 289
November 5, 2009
09521.10

- 2) S67°44'32"E, 183.46 feet to a TxDOT Type II monument found, on a curve to the right, for the most easterly northeast corner of the aforesaid 62.03 acre tract, being the southeast corner of the 64.24 acre tract and a point on a curve to the right in the westerly right-of-way line of aforesaid RR-12;

THENCE, leaving the southerly line of the said 64.24 acre tract, with the common easterly line of the 62.03 acre tract and westerly right-of-way line of RR-12, for the following two (2) courses:

- 1) With the said curve to the right having a central angle of 00°13'53", a radius of 2794.79 feet, a chord distance of 11.29 feet (chord bears S22°38'23"W), for an arc distance of 11.29 feet to a TxDOT Type II monument found for the point of tangency;
- 2) S22°45'19"W, for a distance of 48.69 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 0.4909 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, South Central Zone, NAD83 (Grid), determined from GPS observation.

That I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 5th day of November 2009.



Gregory A. Way

 GREGORY A. WAY
 Registered Professional Land Surveyor
 No. 4567 - State of Texas

1.1097 Acres
 Page 1 of 2

Edward W. Brown Survey No. 136, Abst. No. 44
 George W. Lindsay Survey No. 138, Abst. No. 289
 November 5, 2009
 09521.10

STATE OF TEXAS §
 §
 COUNTY OF HAYS §

FIELDNOTE DESCRIPTION of a 1.1097 acre tract, situated in the Edward W. Brown Survey No. 136, Abstract No. 44 and the George W. Lindsay Survey No. 138, Abstract No. 289, Hays County, Texas, being a portion of that 64.24 acre tract conveyed to the City of Dripping Springs by deed recorded in Volume 3326, Page 857 of the Official Public Records of Hays County, Texas; the said 1.1097 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a TxDOT Type II monument found for the southeast corner of the said 64.24 acre tract, being the northeast corner of that 62.03 acre tract conveyed to Glenn T. Goode and Anne E. Davison by deed recorded in Volume 1275, Page 522 of the said Official Public Records and a point on the westerly right-of-way line of Ranch Road 12 (right-of-way varies);

THENCE, leaving the westerly right-of-way line of said Ranch Road 12 (RR-12), with the common southerly line of the said 64.24 acre tract and northerly line of the 62.03 acre tract, for the following two (2) courses:

- 1) N67°44'30"W, 183.46 feet to a ½" iron rod found for an angle point;
- 2) N33°07'01"W, 152.11 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set on a non-tangent curve to the right for the most westerly corner of the herein described tract, from which a ½" iron rod found for an angle point on the said common line between the 64.24 acre tract and the 62.03 acre tract, bears N33°07'01"W, 579.06 feet;

THENCE, leaving the northerly line of the said 62.03 acre tract, across the said 64.24 acre tract, for the following two (2) courses:

- 1) With the said non-tangent curve to the right having a central angle of 45°29'04", a radius of 340.00 feet, a chord distance of 262.88 feet (chord bears N85°28'33"E), for an arc distance of 269.91 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of tangency;
- 2) S71°46'55"E, 67.22 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of curvature of a non-tangent curve to the right on the common easterly line of the aforesaid 64.24 acre tract and westerly right-of-way line of RR-12, from which a TxDOT Type II monument found for the most easterly corner of the said 64.24 acre tract, being a point on the southwest line of that 226.11 acre tract, described as Tract 5, conveyed to Anarene Investments, Ltd. by deed recorded in Volume 2639, Page 420 of the said Official Public Records, bears N17°08'14"E, a chord distance of 105.94 feet;

1.1097 Acres
Page 2 of 2

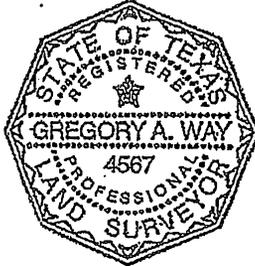
Edward W. Brown Survey No. 136, Abst. No. 44
George W. Lindsay Survey No. 138, Abst. No. 289
November 5, 2009
09521.10

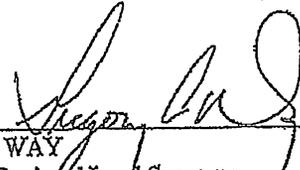
THENCE, along the common easterly line of the said 64.24 acre tract and westerly right-of-way line of RR-12, with the said curve to the right having a central angle of $04^{\circ}18'03''$, a radius of 2794.79 feet, a chord distance of 209.73 feet (chord bears $S20^{\circ}22'25''W$), for an arc distance of 209.78 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 1.1097 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, South Central Zone, NAD83 (Grid), determined from GPS observation.

That I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 5th day of November 2009.





GREGORY A. WAY
Registered Professional Land Surveyor
No. 4567 - State of Texas

Hays County
Liz Q. Gonzalez
County Clerk
San Marcos, Texas 78666

Item 3.



70 2012 12030541

Instrument Number: 2012-12030541

As

Recorded On: October 23, 2012

OPR RECORDINGS

Parties: ANARENE INVESTMENTS

Billable Pages: 6

To DRIPPING SPRINGS CITY OD

Number of Pages: 7

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

OPR RECORDINGS	36.00
Total Recording:	36.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number: 2012-12030541

Receipt Number: 318218

Recorded Date/Time: October 23, 2012 04:33:56P

Book-Vol/Pg: BK-OPR VL-4467 PG-508

User / Station: L Curry - Cashing #1

BAKER & ROBERTSON

P.O BOX 718

DRIPPING SPRINGS TX 78620

State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Liz Q. Gonzalez

Liz Q. Gonzalez, County Clerk

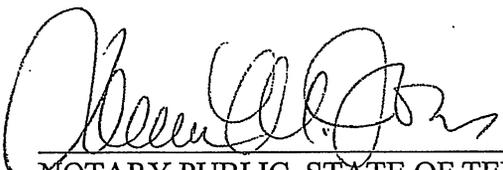


Grantee's Address:

P.O. Box 384
Dripping Springs, TX 78620

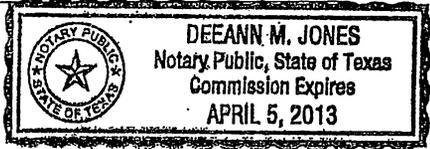
STATE OF TEXAS §
 §
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me on the 6 day of Sept., 2011 by William Hill, manager of Anarene Management, LLC, a Texas limited liability company which is the general partner of Anarene Investments Ltd., a Texas limited partnership, on behalf of said limited partnership.



NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: _____



STATE OF TEXAS
COUNTY OF HAYS

EXHIBIT "A"

25.7398 ACRES

A DESCRIPTION OF A 25.7398 ACRE TRACT OF LAND OUT OF THE EDWARD W. BROWN SURVEY NO, 136, A-44, HAYS COUNTY, TEXAS, SAID 25.7398 ACRES BEING OUT OF A CALLED 223.11 ACRE TRACT OF LAND DESCRIBED IN A DEED AS "TRACT 5" TO ANARENE INVESTMENTS, LTD. AS RECORDED IN VOLUME 2639, PAGE 450, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 25.7398 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Commencing at a Tx. D.O.T. Type II brass monument found in the west right of way of Ranch Road No. 12 at State Engineer's Highway Station 310+98.44, said monument being the most easterly northeast corner of a called 64.2441 acre tract of land described in a deed to the City of Dripping Springs as recorded in Volume 3326, Page 857, Official Public Records of Hays County, Texas, from which a ½ inch iron rod found at State Engineer's Highway Station 311+14.97 bears S 28°38'50"E, a distance of 22.62 feet, thence N 28°12'32"W, with the northeast line of said 64.2441 acre City of Drippings tract and a southerly line of said 223.11 Anarene Investments, LTD. tract, a distance of 302.42 feet to a ½ inch iron rod with cap set no. 4404 for the most southerly corner of the herein described 25.7398 acre tract and the POINT OF BEGINNING;

THENCE with the northeast line of said 64.2441 acre tract and a southerly line of said 223.11 acre tract, the following two (2) courses and distances,

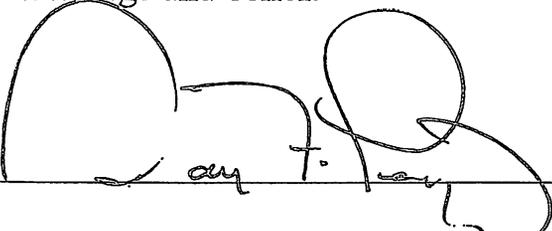
- 1) N 28°12'32"W, a distance of 363.08 feet to a ½ inch iron rod found for an angle point, and
- 2) N 46°55'43"W, a distance of 1013.82 feet to a ½ inch iron rod with cap set no. 4404 for the most westerly corner of the herein described 25.7398 acre tract;

THENCE departing said City of Dripping Springs 64.2441 acre tract and crossing said Anarene Investments LTD. tract, the following three (3) courses and distances,

- 1) N 45°59'39"E, a distance of 1153.28 feet to a ½ inch iron rod with cap set no. 4404 for the most northerly corner of the herein described tract,
- 2) S 49°13'13"E, a distance of 598.82 feet to a ½ inch iron rod with cap set no. 4404 for the northeast corner of the herein described tract, and
- 3) S 14°36'12"W, a distance of 1469.96 feet to the POINT OF BEGINNING, containing 25.7398 acres of land.

Bearing basis for this survey is the Texas State Plane Coordinate South Central Zone, N.A.D. 83. All distances are surface distances.

I, Gary F. Pennington, do hereby certify that this description and associated survey plat was prepared from a survey performed under my direction and supervision during February 2011, and is true and correct to the best of my knowledge and belief.


02.01.2011

Gary F. Pennington, R.P.L.S., INC.
Registered Professional Land Surveyor
No. 4404- State of Texas
P.O. Box 1244
Dripping Springs, Texas 78620 (512) 894-0664



LEGEND

- ⊙ 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET CAP. NO. 4404
- ⊙ TXDOT TYPE II MONUMENT FOUND
- x- WIRE FENCE
- U UTILITY POLE
- G GUY WIRE
- OVERHEAD UTILITY WIRE
- ◆ PIPELINE MARKER
- () RECORD INFORMATION VOL. 3326, PG. 827
- [] ADJOINER RECORD INFORMATION
- CONCRETE HIGHWAY MONUMENT FOUND

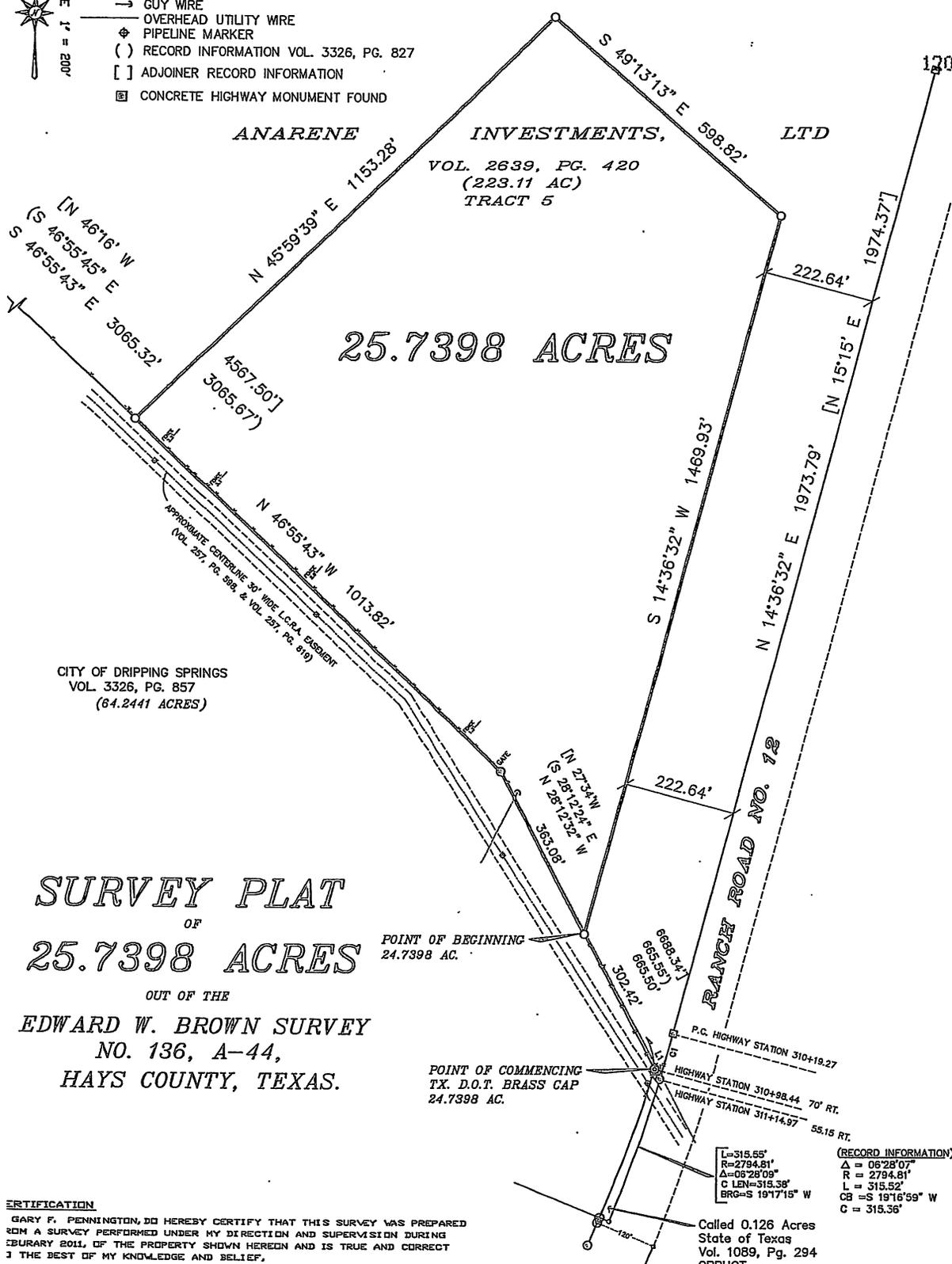
LINE	BEARING	DISTANCE
L1	S 28°38'50" E	22.62'
(REC)	S 28°12'36" E	22.65'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2814.79'	94.92'	94.91'	S 15°33'52" W	01°55'55"

Item 3.



Bk Vol Pg
12030541 OPR 4467 513



25.7398 ACRES

ANARENE INVESTMENTS, LTD

VOL. 2639, PG. 420
(223.11 AC)
TRACT 5

CITY OF DRIPPING SPRINGS
VOL. 3326, PG. 857
(64.2441 ACRES)

SURVEY PLAT
OF
25.7398 ACRES

OUT OF THE
EDWARD W. BROWN SURVEY
NO. 136, A-44,
HAYS COUNTY, TEXAS.

POINT OF BEGINNING
24.7398 AC.

POINT OF COMMENCING
TX. D.O.T. BRASS CAP
24.7398 AC.

(RECORD INFORMATION)
 Δ = 06°28'07"
 R = 2794.61'
 L = 315.52'
 CB = S 19°16'59" W
 C = 315.36'

CERTIFICATION
 GARY F. PENNINGTON, DO HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED
 FROM A SURVEY MADE UNDER MY DIRECTION AND SUPERVISION DURING
 FEBRUARY 2011, OF THE PROPERTY SHOWN HEREON AND IS TRUE AND CORRECT
 TO THE BEST OF MY KNOWLEDGE AND BELIEF.

- NOTES:**
- 1) ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP NO. 48209C0105F, DATED SEPTEMBER 2, 2005, A PORTION OF THIS PROPERTY IS LOCATED IN ZONE AE- A SPECIAL FLOOD HAZARD ZONE INUNDATED BY A 100 YEAR FLOOD.
 - 2) BEARING BASIS FOR THIS SURVEY IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, N.A.D 83. ALL DISTANCES ARE SURFACE DISTANCES.
 - 3) THIS SURVEY WAS PERFORMED WITHOUT A TITLE REPORT TO IDENTIFY EASEMENTS OR OTHER MATTERS OF RECORD THAT MAY AFFECT THIS TRACT. NO EASEMENT RESEARCH WAS PERFORMED OTHER THAN AS SHOWN HEREON.
 - 4) REFERENCE IS HEREBY MADE TO AN ATTACHED METES AND BOUNDS DESCRIPTION.

(Signature)
 GARY F. PENNINGTON R.P.L.S., INC.
 P. L. S. NO. 4404
 STATE OF TEXAS
 1. BOX 1244
 DRIPPING SPRINGS, TX 78620
 12) 894-0664



02.01.2011

FILE: A_HARRISON_24_AC.DWG
JOB NO: 11-5489
CRD. FILE: *HARR*

EXHIBIT "B"

1. The Property is given to Grantee for public use including hiking paths, open park/green space and passive recreational activities, including, but not limited to, fishing, picnicking, hiking and exercising. The Property shall not be used for (i) active recreational uses, including, but not limited to, baseball, softball, soccer, golf, football, or other team sports, (ii) night time activities that require artificial illumination, (iii) camping, (iv) retail, (v) commercial or (vi) residential purposes.
2. No above ground structures shall be placed upon the Property, with the exception of fencing and a small storage structure on the south side of the pond located on the Property.
3. The Property shall not be subdivided.
4. No sign of any kind shall be displayed on the Property that is visible to the Hill Property.
5. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion of it unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers and such containers shall be appropriately screened from view from the Hill Property. The Property nor any part thereof shall be used or maintained as a dumping ground for rubbish. No incinerators or other equipment for the storage or disposal of such material shall be permitted. No junk, repair, or wrecking yard shall be located on the Property.
6. No horns, whistles, bells, or sirens shall be located, used, or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Hill Property or to its occupants.
7. No activities shall be conducted on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property and no open fires shall be permitted on the Property.
8. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

The foregoing restrictions run with the land and shall not be modified, removed or waived without the express prior written consent of Anarene Investments Ltd., its successors or assigns.



SHERRI TIBBE
Criminal District Attorney
Hays County Government Center
712 South Stagecoach Trail, Suite 2057
San Marcos, Texas 78666
(512)393-7600 FAX (512)393-7619

December 21, 2012

Bill Foulds
City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620



RECEIVED
City of Dripping Springs

DEC 31 2012

Good Afternoon,

Enclosed please find the fully executed 2nd Interlocal Agreement between the City of Dripping Springs and Hays County for the improvements of Dripping Springs Ranch Park.

Please do not hesitate to contact our office should you have any questions or concerns.

Happy Holidays,

Ms. Michael Perkins
Legal Assistant - Civil Division
Hays County Criminal District Attorney's Office
512-393-2208

THIRD INTERLOCAL AGREEMENT BETWEEN THE CITY OF DRIPPING SPRINGS, TEXAS AND HAYS COUNTY, TEXAS FOR THE IMPROVEMENT OF DRIPPING SPRINGS RANCH PARK, FORMERLY KNOWN AS HARRISON RANCH PARK, A PUBLIC PROPERTY OWNED BY THE CITY OF DRIPPING SPRINGS, TEXAS

This Agreement is made and entered into by Hays County, a political subdivision of the State of Texas (“County”) and the City of Dripping Springs, Texas, a general law municipality (“City”) under the authority of Chapter 791, of the Texas Government Code.

For and in consideration of the mutual agreements herein exchanged, County and City hereby contract as follows:

I. Purpose and Legal Authority.

- 1.1 The purpose of this Agreement is to provide for the design and construction of various improvements at the Dripping Springs Ranch Park property, formerly known as the Harrison Ranch Park property, used for park, recreation and/or conservation purposes owned by the City. The Property is located within the corporate limits of the City of Dripping Springs. Legal descriptions of the Property are attached hereto as Exhibit “C.” Improvements to the Project are described in Exhibit “A”, attached hereto and incorporated herein by reference and referred in this Agreement as “the Project.” The proposed location of the Project improvements is depicted on the Site Plan attached as Exhibit “B.” As more specifically provided herein, the City, on an as-needed basis, is accommodating facilities needs that would normally be a County responsibility via the Hays County Civic Center for a designated period of time.
- 1.2 The City and County, as units of local government, are authorized by §791.011 of the Texas Government Code to contract with each other to perform certain governmental functions and services. As defined in §791.003 of the Texas Government Code, such governmental functions and services include parks and recreation.
- 1.3 The County’s obligations under this Agreement include, after the performance of certain conditions precedent as cited in Section VI of this Agreement, the funding of construction

costs for facilities that Ranch Park will provide to the County and its citizenry. By and through this Agreement, as more particularly specified elsewhere in the Agreement, Ranch Park will generally serve the recreational needs of the County, some of which have previously been served by a County-owned facility, the HAYS COUNTY CIVIC CENTER. The County’s funding toward Ranch Park will enhance Ranch Park’s utility as a public park and recreation area for the use and enjoyment of County citizens.

1.4 All of the duties and obligations of the County and the City under this Agreement shall be performed from lawfully available current revenues.

1.5 This Agreement has been approved by the Hays County Commissioner’s Court and the Dripping Springs City Council as required by §791.011 of the Texas Government Code.

II. Term; Expenditure.

2.1 This Agreement is made for a term beginning on the 30th day of April 2013 and shall remain in effect for a period of twelve (12) calendar years.

2.2 The City shall expend funding it has received from sources other than the County prior to expending County funds. Within (30) days of final payment to the contractor(s) for construction costs, any monies provided under this agreement and not expended by the City for the purposes described herein shall be returned to the County.

III. City’s Duties – General

3.1 City staff shall prepare bid documents and construction contract(s) (whether one or more, the “Construction Contract”), and shall award competitively bid contract(s) for construction and improvement of the Project as applicable.

3.2 In consideration of County’s obligations under this Agreement, City shall:
a. Lease Ranch Park’s facilities to the County for use by it or certain third parties and for the time periods specifically provided in *Exhibit “D”*. Such accommodations shall be provided in accordance with the standard terms and conditions then in effect that are generally applied to Ranch Park users; provided

however, that such accommodations shall be provided at a substantially similar cost to that of the Hays County Civic Center as of December 1, 2012 for the duration of one year after the execution of this Interlocal Agreement. However, those parties which are preceded by an asterisk (“*”) in *Exhibit “D”* shall be provided such accommodations free of charge for the full term of this Agreement, and those parties which are preceded by a double asterisk (“**”) in Exhibit “D” shall be provided the arena area free of charge for the full term of this Agreement. All uses provided via this Interlocal Agreement pursuant to this Section and Exhibit “D” shall be made on a space-available basis. The City shall take all steps reasonably necessary to ensure that space is available for those entities listed in Exhibit “D,” but shall not be required to move reservations previously made by other third parties.

- b. In any Construction Contract executed for improvement of the Project, require payment and performance bonds, insurance, and all other terms and conditions that the City normally includes in a construction contract and in accordance with all applicable federal and state laws and city ordinances;
- c. In any Construction Contract executed for improvement of the Project, require five percent (5%) retainage by the City on each payment to the Contractor;
- d. In any Construction Contract executed for improvement of the Project, provide that neither Hays County, Texas nor the City of Dripping Springs, Texas shall control the method or means of performance of the work by the Contractor and any subcontractors; and
- e. In any Construction Contract executed for improvement of the Project, state that Contractor is an independent contractor of The City of Dripping Springs, Texas.

- 3.3 Following the award of any Construction Contract, City staff will oversee execution of the contract documents and provide a notice to proceed to the Contractor only after any and all contingencies contained in the contract documents have been met.
- 3.4 In consideration of the County’s obligations under this Agreement, City shall acknowledge County contributions to Ranch Park by including reference to Hays County on public signage and public literature that promotes and/or serves Ranch Park.
- 3.5 City shall operate Ranch Park as a public facility for the use and benefit of Hays County residents, with reasonable limitations on the time, place, and manner of the public’s use.
- 3.6 City shall be solely responsible for costs related to the operation and maintenance of Ranch Park. County shall not be responsible for any costs related to operation and maintenance of Ranch Park.

IV. City’s Duties – Construction Phase of the Project.

- 4.1 The City shall monitor any Contractor’s compliance with all terms and conditions of the Construction Contract. City staff shall notify Contractor, in writing of any deficiencies or defaults.
- 4.2 The City shall inspect the work done by any Contractor to verify the delivery of materials and completion of work as represented in each payment draw.
- 4.3 City staff shall review and approve payment draw requests and supporting documentation.
- 4.4 For all payment draws except the final payment draw submitted by Contractor, City shall promptly pay the Contractor directly after its approval of the payment draws, less a 5% retainage and less any other amounts authorized to be withheld under the construction agreement. For the final payment draw submitted by Contractor, City shall make final payment to Contractor only after release of retainage is authorized by the City.
- 4.5 If the Project changes substantially from that described in Exhibit “A,” City shall contact County Judge in writing. Substantial changes to the Project must be reviewed and approved by the County Commissioners Court. If changes are not approved, City shall:

(1) proceed with original Project as described in Exhibit “A”; or

(2) refund to County the estimated funds allocated to the portion of the Project that has changed.

4.6 Sixty (60) days after the beginning date of this agreement cited in Section 2.1, above, the City shall submit all records of expenditures related to the Project incurred at that time.

V. County’s Rights and Duties.

5.1 Subject to the conditions precedent cited in Article VI of this Agreement, County shall pay City an amount not to exceed One Million, Eight Hundred Thousand Dollars in United States currency (\$1,800,000.00 USD), which are lawfully available current funds, for the construction of the Project, One Million dollars (\$1,000,000 USD) of which is to be paid in lump sum within fifteen (15) business days of the beginning date of this Agreement cited in Section 2.1, above. The additional Eight Hundred Thousand dollars (\$800,000 USD) shall be paid within ninety (90) days of the beginning date of this agreement cited in Section 2, above.

5.2 County shall, upon ten (10) days’ written notice to City, have a right to inspect all receipts, invoices, proofs of purchase, and records of expenditures related to the Project. County’s rights under this Section shall extend until three (3) years after the termination date cited in Section 2.1, above. The County may utilize the records provided under this section to ensure any monies provided under this agreement have been expended by the City for the purposes described herein.

5.3 Subject to the conditions in Article IV, Section 4.6 of this Agreement, County shall reserve the right to be reimbursed the estimated funds allocated to the portion of the Project that is subject to change.

VI. Conditions Precedent.

6.1 This Agreement shall become effective and binding on the City and the County upon approval by the Hays County Commissioners Court and the Dripping Springs City Council.

6.2 Public Dedication of Park Improvements. The City hereby presents evidence to the County that a) the Property associated with the Project is burdened with a public dedication in perpetuity, or its equivalent, that runs with the land and grants a right of access to the public, with reasonable limitations on the time, place, and manner of the public’s use (“Public Dedication”).

VII. Amendments.

7.1 This Agreement can be amended only by written approval of both the Hays County Commissioners Court and the Dripping Springs City Council.

VIII. Authorization to Sign.

8.1 Judge Bert Cobb, M.D., Hays County Judge, is authorized to sign this Agreement on behalf of Hays County, Texas. Todd Purcell, Mayor, is authorized to sign this Agreement on behalf of the City of Dripping Springs, Texas.

IX. Representations.

9.1 City and County each make the following representations to each other as inducements to enter into this Agreement:

- a. That it has the legal authority to enter into this Agreement for the purposes stated herein and to perform the obligations it has undertaken hereunder;
- b. That the meetings at which this Agreement and any amendments were approved were held in accordance with the Texas Open Meetings Act, Chapter 551, Texas Government Code;
- c. That it has been represented by legal counsel and has had legal counsel available to it for consultation prior to entering into this Agreement;
- d. That the officer who signed this Agreement has the legal authority to sign documents on its behalf;
- e. That before this Agreement was approved, its governing body had already identified and its staff had already segregated sufficient lawfully available current

funds for performance of all of its obligations under this Agreement even if such performance extends beyond the fiscal year in which this Agreement was approved and executed.

X. Severability.

10.1 If any clause, sentence, paragraph or article of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such determination shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion. To this extent, the provisions of this Agreement are declared to be severable.

XI. Entire Agreement.

11.1 This Agreement contains the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior understandings and agreements between the parties regarding the specific improvements and third-party rentals contemplated in this Agreement. This Agreement may not be modified or amended except by written agreement duly executed by City and County and approved in the manner provided in Section VII above.

XII. Interpretation

12.1 The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, which is codified as Chapter 791 of the Texas Government Code. All terms and provisions hereof are to be construed and interpreted consistently with that Act. This Agreement shall not be more strictly construed against either City or County.

XIII. Applicable Law and Venue

13.1 This Agreement shall be construed in accordance with the laws of the State of Texas. All obligations hereunder are performable in Hays County, Texas, and venue for any action arising hereunder shall be in Hays County, Texas.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

THIS THIRD INTERLOCAL AGREEMENT BETWEEN THE CITY OF DRIPPING SPRINGS, TEXAS AND HAYS COUNTY, TEXAS FOR THE IMPROVEMENT OF DRIPPING SPRINGS RANCH PARK, FORMERLY KNOWN AS HARRISON RANCH PARK, A PUBLIC PROPERTY OWNED BY THE CITY OF DRIPPING SPRINGS, TEXAS IS HEREBY EXECUTED IN DUPLICATE ORIGINALS THIS 30 DAY OF April 2013.

CITY OF DRIPPING SPRINGS, TEXAS

Todd Purcell

TODD PURCELL
MAYOR

HAYS COUNTY, TEXAS

Bert Cobb

JUDGE BERT COBB, M.D.
HAYS COUNTY JUDGE

ATTEST:

Jo Ann Touchstone

JO ANN TOUCHSTONE
CITY SECRETARY

ATTEST:

Liz Gonzalez

LIZ GONZALEZ
HAYS COUNTY CLERK



Exhibit A
The Project

Dripping Springs Ranch Park Project Description

November 13, 2012

1 GENERAL INFORMATION

The project is sponsored by the City of Dripping Springs, located in Hays County. The name of the park is Dripping Springs Ranch Park (formally known as Harrison Ranch Park).

2 THE PROJECT AND ITS ELEMENTS

2.A OVERVIEW

Dripping Springs Ranch Park is conveniently located on the north side of the Dripping Springs City Limits, immersed in the Hill Country landscape in which the City was founded. The aim of the project is to preserve a legacy of the City's foundation in farming and ranching, enabling future generations to remain rooted to the Hill Country lands and ways of life.

The project has a funding plan that involves assistance from Hays County, Texas Parks and Wildlife Department (TPWD), Lower Colorado River Authority (LCRA), the City of Dripping Springs, private donors and in kind donations.

Even while under development, the park has been utilized by City of Dripping Springs Parks and Recreation Summer Programs, the tremendously popular Wild West Festival, Future Farmers of America and Ag-Boosters events as well as other riding and equestrian competitions and playdays. From summer youth camps to adult wine tastings to community-wide events drawing thousands of tourists, Dripping Springs Ranch Park has already benefitted members of our community and visitors to our area even before being fully developed.

2.B LAND ACQUISITION

Dripping Springs Ranch Park was originally a 68 acre family-owned ranch in the Dripping Springs ETJ, just north of the City. Currently, it spans some 112 acres facing RR12 (this number includes the 19 acres the City is in the process of acquiring from the AUSTEX Kyle, Ltd. development immediately to the south of the project), across from Dripping Springs Elementary School. The original 68 acres is heavily wooded with a rolling landscape that has been carefully preserved by the Harrison family. A segment of Little Barton Creek runs through the property, supporting an abundance of native plants and wildlife. The Hill Family generously donated 25 acres of land contiguous to the park that contains a beautiful pond and the developer of the subdivision to the south of the park is in the process of donating approximately 19 acres to the park that will be utilized for equestrian trails.

1.B FACILITIES

The following is a list of recreational facilities to be constructed as part of the proposed project.

Planned locations for facilities can be seen on the Site Plan.

1 – Wildlife Viewing/Study Area

Approximately 6 acres surrounding Little Barton Creek is being set aside for dedication as a wildlife preservation/conservation area. No development is planned for the area, other than the park trail which will run around the perimeter and some unobtrusive signage to aid in the recognition and appreciation of native plants and wildlife. Any intrusive nonnative species will be removed and replaced with native plants.

2- Primitive Tent Campsites

Adjacent to the dedicated open space, but still in the natural area of the park, is a location for primitive campsites. The area will be cleared and demarked for the purpose, but otherwise left undeveloped.

3 – Trail

The park trail encompasses the perimeter of the park and loops across it to reach the various recreation facilities. The pedestrian trail surface will be crushed granite with the equine surface formed from the existing substrate.

Intended primarily for pedestrian traffic, the path will also support wheelchairs, and potentially bicycle traffic when horses are not next to the trail. Horse traffic will be contained alongside the pedestrian trail but not be sharing the same exact path as walkers, hikers and runners. The uses will be safely segregated with appropriate signage.

4- Picnic Areas

The park will have two picnic areas, one near the pavilion and the other by the ranch house. A total of four tables and two waste disposal units will be provided. The table locations will be cleared and a base surface will be laid down.

5- Horseshoes and Washers

Two regulation horseshoe courts and two regulation washer courts will be located near the first picnic area. Construction will include the stakes and goals, but users are expected to bring their own horseshoes and washers. Bench seating will be provided.

6- Playground

Also near the pavilion picnic area, there will be a playground with modern equipment suited for younger children.

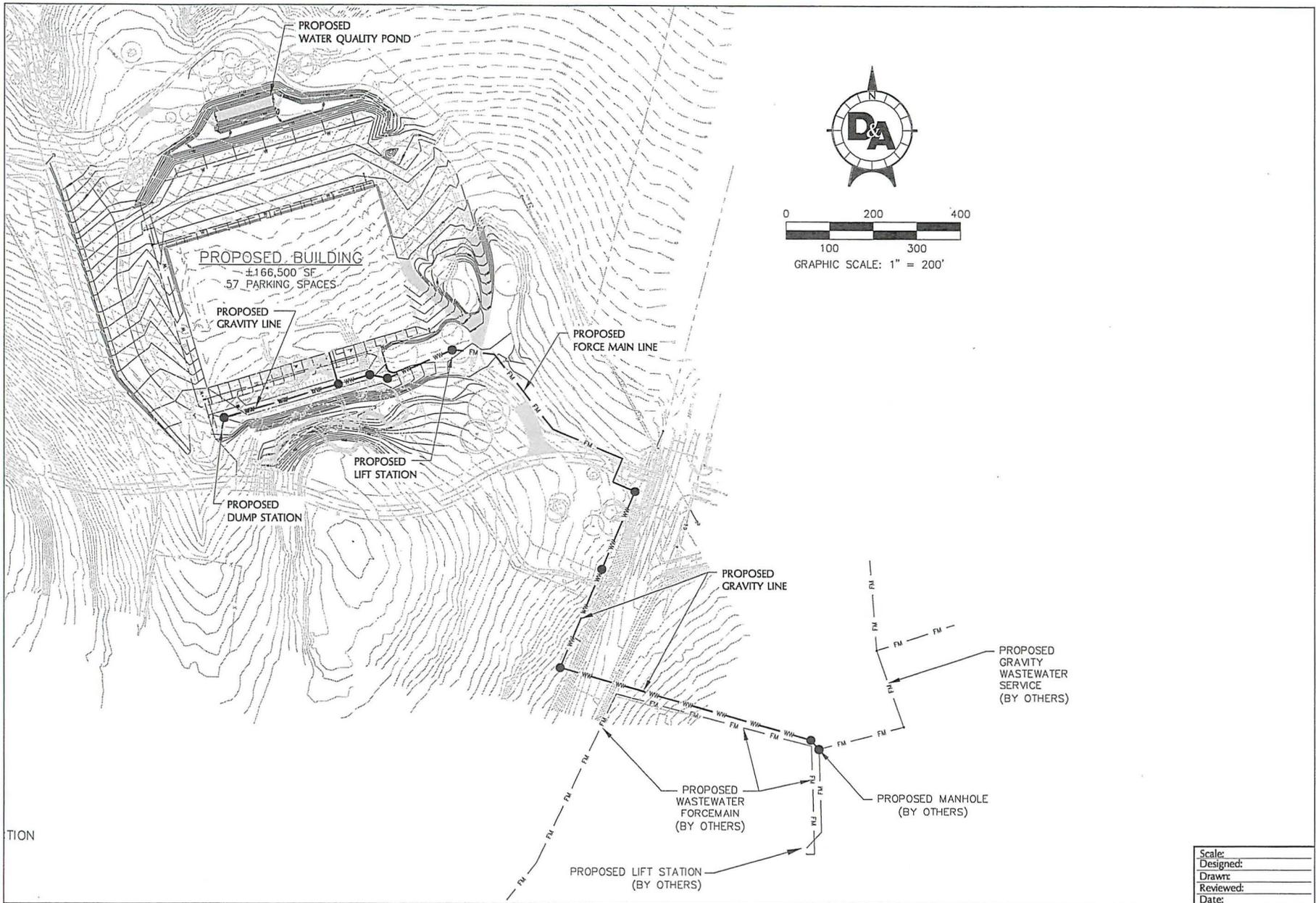
7- Open Play Area

About an acre will be cleared for use as an open play area, suitable for flag football, kite flying, croquet, or other activities.

8- Pavilion

Most of the construction budget will go towards overall site work and construction of an open air covered pavilion suited for use by equestrian and multi-purpose events.

Exhibit B
Project Site Plan



D&A Deouet & Associates, Inc.
 7001 B Hwy. 71 West, Suite 100
 Phoenix, AZ 85027-2000 Fax: (602) 482-2601
 www.deouet.com www.deouet.com www.deouet.com

**CONCEPTUAL
 SITE PLAN**

**DRIPPING SPRINGS
 RANCH PARK**
 DRIPPING SPRINGS, TEXAS

SHEET

1 of 1
 Project No:
 338-009

Scale:	
Designed:	
Drawn:	
Reviewed:	
Date:	



1 OF 1
 Project No.: 33869

DRIPPING SPRINGS
DRIPPING SPRINGS RANCH PARK
 DRIPPING SPRINGS, TEXAS

OVERALL LAYOUT

DA DOUCET & ASSOCIATES
 Civil Engineering - Planning - Surveying/Mapping
 7401 B. Highway 71 W, Suite 160
 Austin, Texas 78735, Phone: (512)-583-2400
 www.doucetandassociates.com
 Firm Registration Number: 3737

Exhibit C
The Property (Legal Descriptions)

STATE OF TEXAS EXHIBIT
COUNTY OF HAYS

A

64.24 ACRES
GEORGE LINDSAY SURVEY
NO. 138, A-289 & EDWARD W.
BROWN SURVEY NO. 136, A-44

DESCRIPTION

DESCRIPTION OF A 64.24 ACRE TRACT OF LAND OUT OF THE GEORGE LINDSAY SURVEY NO. 138, A-289, AND THE EDWARD W. BROWN SURVEY NO. 136, A-44, HAYS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN TRACT OF LAND CALLED TO BE 64.2441 ACRES, DESCRIBED IN A DEED TO STEPHEN J. HARRISON AND NINA J. STEWART, OF RECORD IN VOLUME 1171, PAGE 587, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 64.24 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a TXDOT Type II monument found in the westerly right-of-way line of Ranch Road 12, in the south line of a tract of land called to be 226.11 acres, described in a deed to John L. Hill, of record in Volume 329, Page 580, of the Deed Records of Hays County, Texas, said monument being the northwest corner of a tract of land called to be 0.126 acres, described in a deed to the State of Texas, of record in Volume 1089, Page 294, of the Official Public Records of Hays County, Texas, the northeast corner of said 64.2441 acre tract, and the northeast corner of the herein described tract; from said monument, a ½ inch iron rod found for at the southeast corner of said 226.11 acre tract and the northeast corner of said 0.126 acre tract, bears S 28° 12' 36" E, 22.65 feet;

THENCE, with the westerly right-of-way line of said Ranch Road 12, same being the westerly line of said 0.126 acre tract, a curve to the right having a radius of 2794.81 feet, at 34.5 feet, passing the approximate centerline of a pipeline easement to the Lower Colorado River Authority, of record in Volume 257, Page 598, and Volume 257, Page 819, of the Deed Records of Hays County, Texas, and continuing for an arc distance of 315.52 feet, a central angle of 06° 28' 07", and a chord which bears S 19° 16' 59" W, 315.36 feet to a TXDOT Type II monument found at the most easterly northeast corner of a tract of land called to be 62.03 acres, described in a deed to Glenn T. Goode and Anne E. Davison, of record in Volume 1275, Page 522, of the Official Public Records of Hays County, Texas, said monument being the southwest corner of said 0.126 acre tract, the southeast corner of said 64.2441 acre tract, and the southeast corner of the herein described tract;

THENCE, with the southerly line of said 64.2441 acre tract, and a northerly line of said 62.03 acre tract, the following five (5) courses:

- 1) N 67° 45' 40" W, 183.43 feet to a ½ inch iron rod found;
- 2) N 33° 06' 56" W, 731.22 feet to a ½ inch iron rod found;

- 3) S 71° 16' 49" W, 617.36 feet to a ½ inch iron rod found;
- 4) N 17° 04' 32" W, 464.92 feet to a ½ inch iron rod found;
- 5) N 81° 43' 25" W, 965.98 feet to a ½ inch iron rod found at an ell corner of said 62.03 acre tract, for the most westerly southwest corner of said 64.2441 acre tract, and the most westerly southwest corner of the herein described tract;

THENCE, with the westerly line of said 64.2441 acre tract, and an easterly line of said 62.03 acre tract, the following two (2) courses:

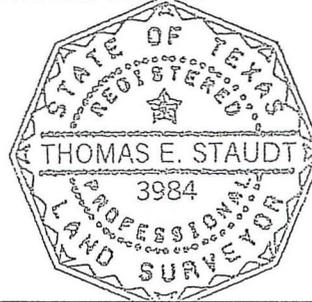
- 1) N 19° 55' 30" W, 1135.94 feet to a ½ inch iron rod found;
- 2) N 12° 17' 30" E, at 800.6 feet, passing the approximate centerline of said LCRA pipeline easement, and continuing for a total distance of 862.35 feet to a ½ inch iron rod found in the southerly line of said 226.11 acre tract, at the most northerly northeast corner of said 62.03 acre tract, for the northwest corner of said 64.2441 acre tract, and the northwest corner of the herein described tract;

THENCE, with the northerly line of said 64.2441 acre tract, and the southerly line of said 226.11 acre tract, the following two (2) courses:

- 1) S 46° 55' 45" E, 3065.67 feet to a ½ inch iron rod found;
- 2) S 28° 12' 24" E, 665.55 feet to the POINT OF BEGINNING containing 64.24 acres of land within theses metes and bounds.

Description accompanied by plat.

Surveyed by: *Staudt Surveying, Inc.*
P.O. Box 1273
Dripping Springs, Texas 78620
512-858-2236



Thomas E. Staudt

Thomas E. Staudt Registered Professional Land Surveyor No. 3984

1/19/08

Date

Hays County
Linda C. Fritsche
County Clerk
San Marcos, Texas 78666

Item 3.



70 2010 10000994

Instrument Number: 2010-10000994

Recorded On: January 14, 2010

As
OPR RECORDINGS

Parties: AUS S T KYLE LTD

Billable Pages: 7

To DRIPPING SPRINGS CITY OF

Number of Pages: 8

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

OPR RECORDINGS	40.00
Total Recording:	40.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number: 2010-10000994
Receipt Number: 236998
Recorded Date/Time: January 14, 2010 11:41:41A
Book-Vol/Pg: BK-OPR VL-3807 PG-781
User / Station: S Sundholm - Cashiering #3

BAKER & ASSOCIATES
PO BOX 718
DRIPPING SPRINGS TX 78620-0718



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Linda C. Fritsche

Linda C. Fritsche, County Clerk

EXHIBIT "A"

Legal description of 4. Acre parkland tract

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RECORDING PURPOSES

3.9597 Acres
Page 1 of 2

George W. Lindsay Survey No. 138, Abst. No. 289
November 10, 2009
09521.10

STATE OF TEXAS §
 §
COUNTY OF HAYS §

FIELDNOTE DESCRIPTION of a 3.9597 acre tract, situated in the George W. Lindsay Survey No. 138, Abstract No. 289, Hays County, Texas, being a portion of that 2.20 acre tract conveyed to Aus S.T. Kyle, LP by deed recorded in Volume 3595, Page 521 of the Official Public Records of Hays County, Texas and a portion of the remainder of that 157.2938 acre tract conveyed to Aus S.T. Kyle, Ltd. by deed recorded in Volume 2724, Page 103 of the said Official Public Records; the said 3.9597 acre tract is more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod found for the most easterly corner of the said 2.20 acre tract, being the southeast corner of that 62.03 acre tract conveyed to Glenn T. Goode and Anne E. Davison by deed recorded in Volume 1275, Page 522 of the said Official Public Records and a point on the westerly right-of-way line of Ranch Road 12 (right-of-way varies);

THENCE, leaving the westerly right-of-way line of said Ranch Road 12, with the common northerly line of the said 2.20 acre tract and southerly line of the 62.03 acre tract, for the following two (2) courses:

- 1) N67°44'23"W, 201.67 feet to a ½" iron rod found for an angle point;
- 2) N33°21'06"W, 243.14 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of curvature of a non-tangent curve to the right and the most easterly corner and POINT OF BEGINNING of the herein described tract;

THENCE, leaving the southerly line of the said 62.03 acre tract, across the said 2.20 acre tract and the 157.2938 acre tract, for the following four (4) courses:

- 1) With the said curve to the right having a central angle of 51°08'26", a radius of 340.00 feet, a chord distance of 293.50 feet (chord bears S85°52'18"W), at an arc distance of 129.72 feet pass a calculated point on the westerly line of the aforesaid 2.20 acre tract and continuing across the said 157.2938 acre tract for a total arc distance of 303.47 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of reverse curvature of a curve to the left;
- 2) With the said curve to the left having a central angle of 26°17'08", a radius of 562.93 feet, a chord distance of 256.00 feet (chord bears N81°42'02"W), for an arc distance of 258.26 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of tangency;
- 3) S85°09'24"W, 59.57 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the southwest corner of the herein described tract;

3.9597 Acres
Page 2 of 2

George W. Lindsay Survey No. 138, Abst. No. 289
November 10, 2009
09521.10

- 4) N03°34'17"W, 250.52 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the northwest corner of the herein described tract, being a point on the common northerly line of the aforesaid 157.2938 acre tract and southerly line of the said 62.03 acre tract, from which a ½" iron rod found for an angle point on the said common north line of the 157.2938 acre tract and southerly line of the 62.03 acre tract, bears S71°16'22"W, 241.25 feet;

THENCE, with the said common northerly line of the said 157.2938 acre tract and southerly line of the 62.03 acre tract, for the following two (2) courses:

- 1) N71°16'22"E, 387.91 feet to a ½" iron rod found for an angle point;
- 2) S33°21'06"E, at a distance of 345.03 feet pass the most northerly corner of the aforesaid 2.20 acre tract and continuing with the northerly line of the aforesaid 2.20 acre tract, for a total distance of 461.35 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 3.9597 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, South Central Zone, NAD83 (Grid), determined from GPS observation.

That I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

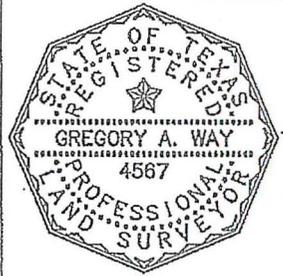
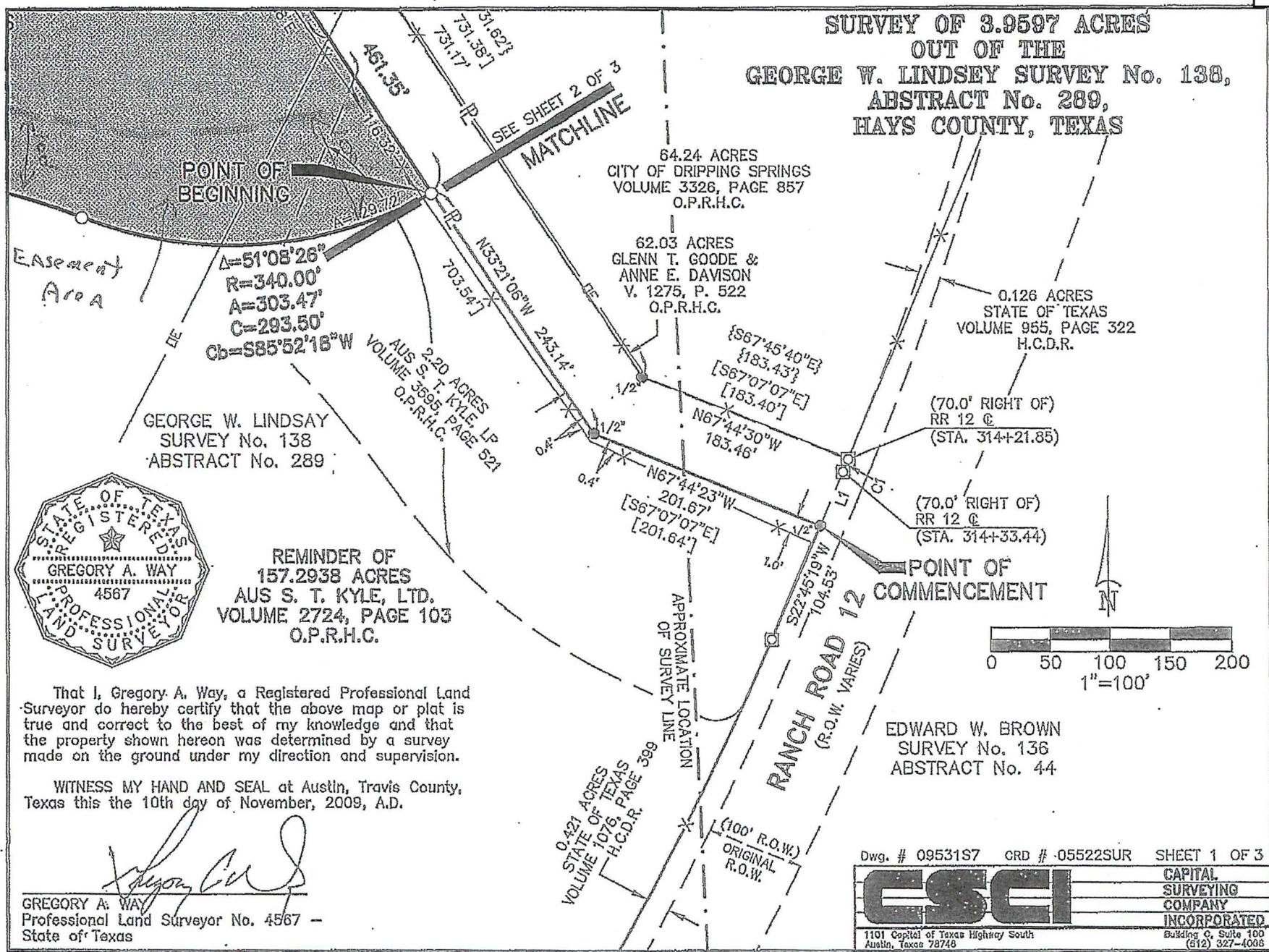
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 10th day of November 2009.



Gregory A. Way

 GREGORY A. WAY
 Registered Professional Land Surveyor
 No. 4567 - State of Texas

**SURVEY OF 3.9597 ACRES
OUT OF THE
GEORGE W. LINDSEY SURVEY No. 138,
ABSTRACT No. 289,
HAYS COUNTY, TEXAS**



GEORGE W. LINDSAY
SURVEY No. 138
ABSTRACT No. 289

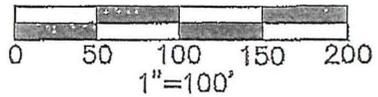
REMINDER OF
157.2938 ACRES
AUS S. T. KYLE, LTD.
VOLUME 2724, PAGE 103
O.P.R.H.C.

That I, Gregory A. Way, a Registered Professional Land Surveyor do hereby certify that the above map or plat is true and correct to the best of my knowledge and that the property shown hereon was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 10th day of November, 2009, A.D.

Gregory A. Way

GREGORY A. WAY
Professional Land Surveyor No. 4567 -
State of Texas



EDWARD W. BROWN
SURVEY No. 136
ABSTRACT No. 44

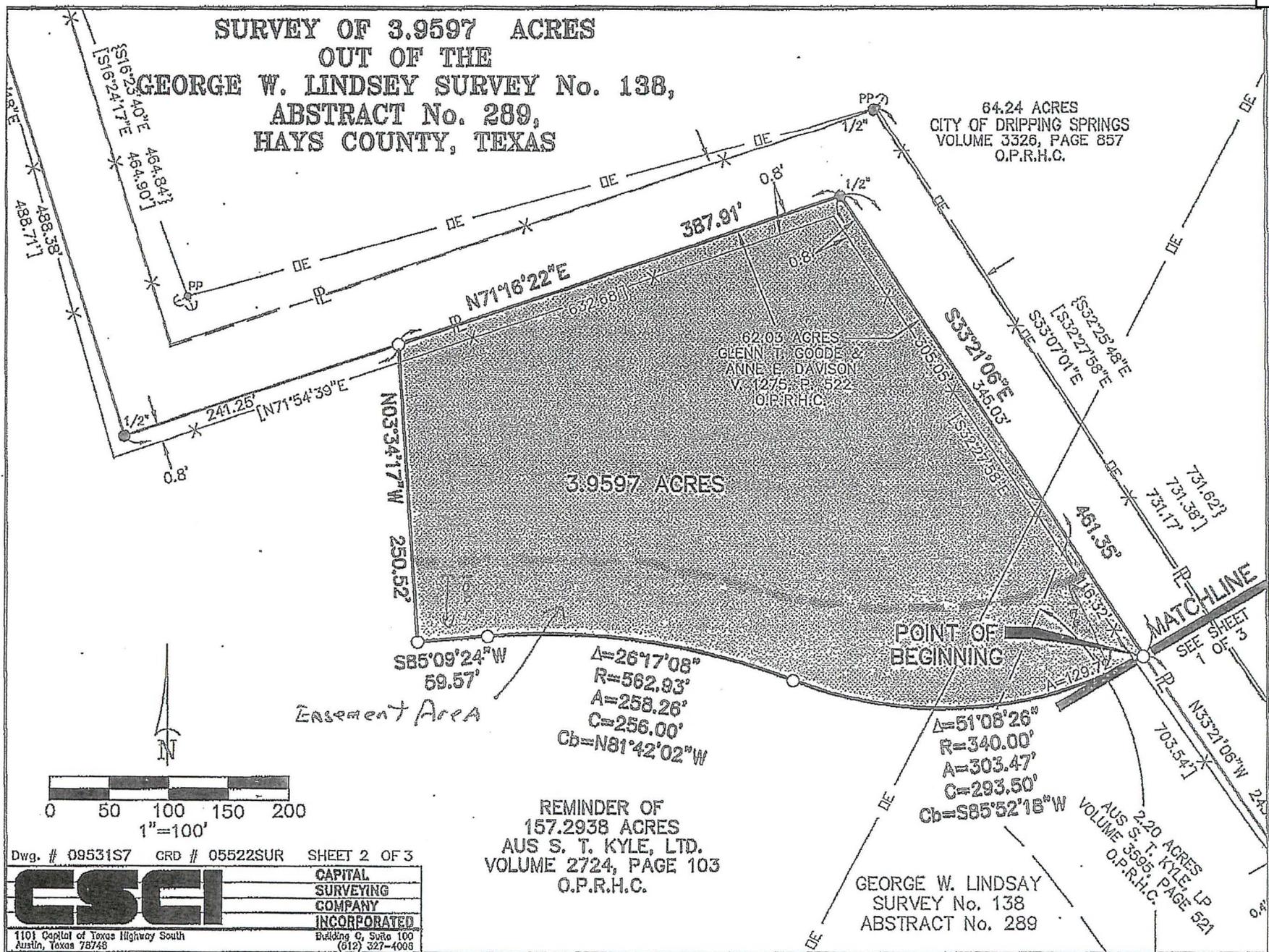
Dwg. # 09531S7 CRD # -05522SUR SHEET 1 OF 3

CSCI	CAPITAL
	SURVEYING
	COMPANY
	INCORPORATED

1101 Capital of Texas Highway South Austin, Texas 78748 Building C, Suite 100 (612) 327-4008

10000994 DPR BK Vol 1 3807 78 P

**SURVEY OF 3.9597 ACRES
OUT OF THE
GEORGE W. LINDSEY SURVEY No. 138,
ABSTRACT No. 289,
HAYS COUNTY, TEXAS**



Dwg. # 09531S7 GRD # 05522SUR SHEET 2 OF 3

CSCI
CAPITAL SURVEYING COMPANY INCORPORATED

1101 Capital of Texas Highway South
Austin, Texas 78748

Building G, Suite 100
(612) 327-4068

REMINDER OF
157.2938 ACRES
AUS S. T. KYLE, LTD.
VOLUME 2724, PAGE 103
O.P.R.H.C.

GEORGE W. LINDSAY
SURVEY No. 138
ABSTRACT No. 289

Bk Vol 10000994 DFR 3507 788

Hays County
Linda C. Fritsche
County Clerk
San Marcos, Texas 78666

Item 3.



70 2010 10000996

Instrument Number: 2010-10000996

As

Recorded On: January 14, 2010

OPR RECORDINGS

Parties: GOODE GLENN T

Billable Pages: 6

To DRIPPING SPRINGS CITY OF

Number of Pages: 7

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

OPR RECORDINGS	36.00
Total Recording:	36.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number: 2010-10000996
Receipt Number: 236998
Recorded Date/Time: January 14, 2010 11:41:41A
Book-Vol/Pg: BK-OPR VL-3807 PG-795
User / Station: S Sundholm - Cashiering #3

BAKER & ASSOCIATES
PO BOX 718
DRIPPING SPRINGS TX 78620-0718



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Linda C. Fritsche
Linda C. Fritsche, County Clerk

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

GENERAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

THAT THE UNDERSIGNED, GLENN T. GOODE AND ANNE E. DAVISON ("Grantors"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned in hand paid by THE CITY OF DRIPPING SPRINGS, a Texas general law municipality ("Grantee"), the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Grantee, the real property located in Hays County, Texas (the "Property") and being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, reservations, easements, covenants and conditions, if any, relating to the Property as the same are filed for record in the County Clerk's Office of Hays County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors and assigns forever; and Grantors do hereby bind Grantors' successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto Grantee, Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

Except for the warranty of title set forth herein, Grantor hereby specifically disclaims any warranty, guaranty, or representation concerning the nature and condition of the Property, including but not by way of limitation, the water, soil, geology and the suitability thereof, and of the Property, for any and all activities and uses which Grantee may elect to conduct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same. GRANTOR HAS NOT MADE AND DOES NOT MAKE, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR CONDITION OF THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, COMPLIANCE BY THE PROPERTY WITH ANY LAWS, RULES ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY, OR HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

EXECUTED this 4th day of January, ^{2010.} 2009.

"GRANTORS"

Glenn T. Goode
GLENN T. GOODE

Anne E. Davison
ANNE E. DAVISON

Grantee's Address:
P.O. Box 384
Dripping Springs TX 78620

STATE OF TEXAS §
 §
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me on the 5th day of January, ²⁰¹⁰ 2009 by Glenn T. Goode and Anne E. Davison.

Lawrence M. Henderson
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: May 27, 2010



1.3413 Acres
 Page 1 of 2

George W. Lindsay Survey No. 138, Abst. No. 289
 November 10, 2009
 09521.10

STATE OF TEXAS §
 §
 COUNTY OF HAYS §

FIELDNOTE DESCRIPTION of a 1.3413 acre tract, situated in the George W. Lindsay Survey No. 138, Abstract No. 289, Hays County, Texas, being a portion of that 62.03 acre tract conveyed to Glenn T. Goode and Anne E. Davison by deed recorded in Volume 1275, Page 522 of the Official Public Records of Hays County, Texas; the said 1.3413 acre tract is more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod found for the most easterly southeast corner of the said 62.03 acre tract, being the northeast corner of that 2.20 acre tract conveyed to Aus S.T. Kyle, LP by deed recorded in Volume 3595, Page 521 of the said Official Public Records and a point on the westerly right-of-way line of Ranch Road 12 (right-of-way varies), from which a TxDOT Type II monument found, marked station 314+33.44, on the common east line of the 62.03 acre tract and westerly right-of-way line of Ranch Road 12 (RR-12), bears N22°46'19"E, 48.69 feet;

THENCE, leaving the westerly right-of-way line of said RR-12, with the common southerly line of the said 62.03 acre tract and northerly line of the 2.20 acre tract, for the following two (2) courses:

- 1) N67°44'23"W, 201.67 feet to a ½" iron rod found for an angle point;
- 2) N33°21'06"W, 173.02 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the most southerly corner and POINT OF BEGINNING of the herein described tract;

THENCE, continuing with the southerly line of the said 62.03 acre tract, for the following two (2) courses:

- 1) N33°21'06"W, at a distance of 186.44 feet pass a calculated point for the most northerly corner of the said 2.20 acre tract, being on the northerly line of the remainder of that 157.2938 acre tract conveyed to Aus S.T. Kyle, Ltd. by deed recorded in Volume 2724, Page 103 of the said Official Public Records, and continuing with the northerly line of the said 157.2938 acre tract, for a total distance of 531.47 feet;
- 2) S71°16'22"W, continuing with the northerly line of the said 157.2938 acre tract, 387.91 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for corner, from which a ½" iron rod found for an angle point on the common line between the said 62.03 acre tract and the 157.2938 acre tract, bears S71°16'22"W, 241.25 feet;

THENCE, N03°34'17"W, leaving the northerly line of the said 157.2938 acre tract, and crossing through the 62.03 acre tract, for a distance of 61.80 feet to a 1/2" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set on the northeast line of the aforesaid 62.03 acre tract, being the southwest line of that 64.24 acre tract conveyed to the City of Dripping Springs by deed recorded in Volume 3326, Page 857 of the said Official Public Records, from which a ½" iron rod found for an angle point on the said common line between the 62.03 acre tract and the 64.24 acre tract, bears S71°17'05"W, 196.02 feet;

1.3413 Acres
Page 2 of 2

George W. Lindsay Survey No. 138, Abst. No. 289
November 10, 2009
09521.10

THENCE, with the said common northeast line of the 62.03 acre tract and southwest line of the 64.24 acre tract, for the following two (2) courses:

- 1) N71°17'05"E, 421.37 feet to a ½" iron rod found for an angle point;
- 2) S33°07'01"E, 579.06 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set on a non-tangent curve to the left, for the most easterly northeast corner of the herein described tract, from which a ½" iron rod found for an angle point on the aforesaid common line between the 62.03 acre tract and the 64.24 acre tract, bears S33°07'01"E, 152.11 feet;

THENCE, leaving the southwest line of the said 64.24 acre tract, across the said 62.03 acre tract, for the following two (2) courses:

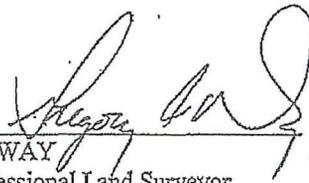
- 1) With the said curve to the left having a central angle of 06°18'44", a radius of 340.00 feet, a chord distance of 37.44 feet (chord bears S59°34'39"W), for an arc distance of 37.46 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of reverse curvature of a curve to the right;
- 2) With the said curve to the right having a central angle of 03°15'21", a radius of 410.00 feet, a chord distance of 23.30 feet (chord bears S58°02'57"W), for an arc distance of 23.30 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 1.3413 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, South Central Zone, NAD83 (Grid), determined from GPS observation.

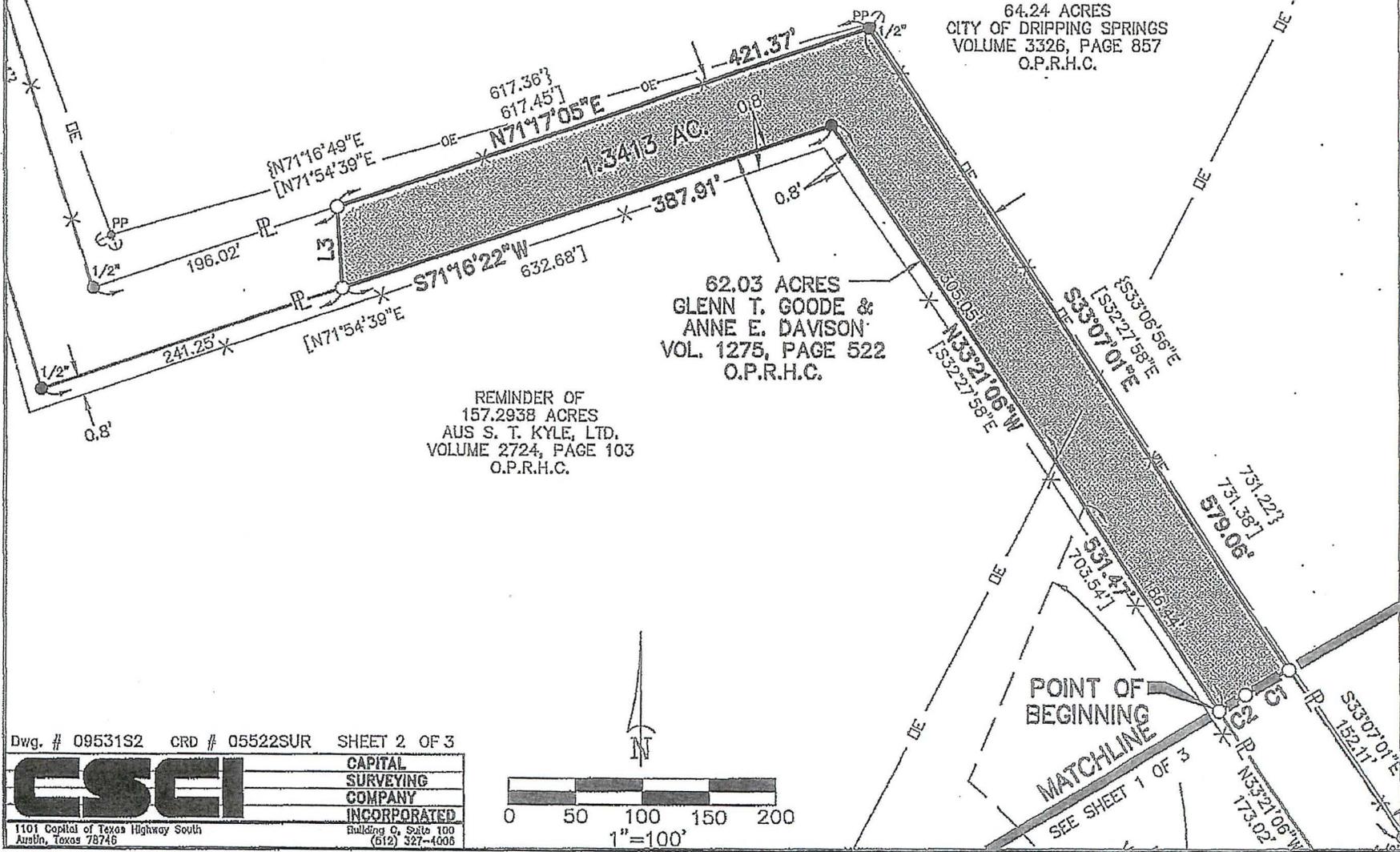
That I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 10th day of November 2009.



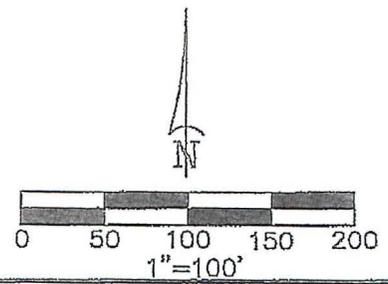

GREGORY A. WAY
Registered Professional Land Surveyor
No. 4567 - State of Texas

SURVEY OF 1.3413 ACRES
OUT OF THE
GEORGE W. LINDSEY SURVEY No. 138,
ABSTRACT No. 289,
HAYS COUNTY, TEXAS

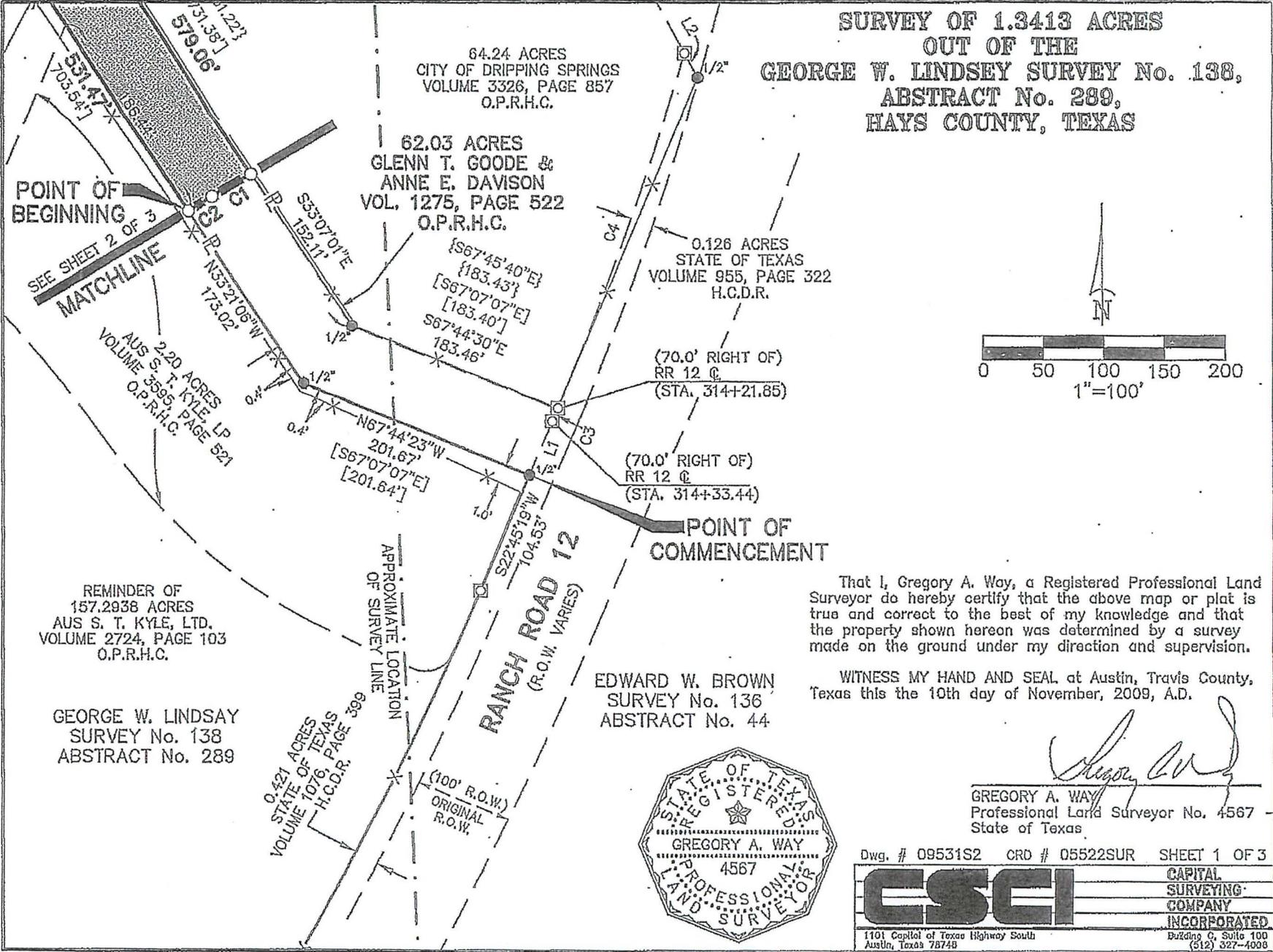


Dwg. # 09531S2 CRD # 05522SUR SHEET 2 OF 3

CSCI	CAPITAL
	SURVEYING
	COMPANY
	INCORPORATED
1101 Capital of Texas Highway South Austin, Texas 78746	Building G, Suite 100 (512) 327-4006



BK V01
10000996 DFR 3807
P8



That I, Gregory A. Way, a Registered Professional Land Surveyor do hereby certify that the above map or plat is true and correct to the best of my knowledge and that the property shown hereon was determined by a survey made on the ground under my direction and supervision.

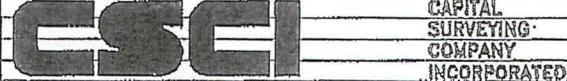
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 10th day of November, 2009, A.D.

Gregory A. Way

GREGORY A. WAY
Professional Land Surveyor No. 4567
State of Texas



Dwg. # 09531S2 CRD # 05522SUR SHEET 1 OF 3



1101 Capitol of Texas Highway South Austin, Texas 78748
Building G, Suite 100 (512) 327-4008

10000996 DFR 3807 801

Hays County
Linda C. Fritsche
County Clerk
San Marcos, Texas 78666

Item 3.



70 2010 10000995

Instrument Number: 2010-10000995

As

Recorded On: January 14, 2010

OPR RECORDINGS

Parties: GOODE GLENN T

Billable Pages: 5

To DRIPPING SPRINGS CITY OF

Number of Pages: 6

Comment:

(Parties listed above are for Clerks reference only)

** Examined and Charged as Follows: **

OPR RECORDINGS	32.00
Total Recording:	32.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number: 2010-10000995
Receipt Number: 236998
Recorded Date/Time: January 14, 2010 11:41:41A
Book-Vol/Pg: BK-OPR VL-3807 PG-789
User / Station: S Sundholm - Cashiering #3

BAKER & ASSOCIATES
PO BOX 718
DRIPPING SPRINGS TX 78620-0718



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Linda C. Fritsche
Linda C. Fritsche, County Clerk

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

GENERAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

THAT THE UNDERSIGNED, GLENN T. GOODE AND ANNE E. DAVISON ("Grantors"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned in hand paid by THE CITY OF DRIPPING SPRINGS, a Texas general law municipality ("Grantee"), the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Grantee, the real property located in Hays County, Texas (the "Property") and being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, reservations, easements, covenants and conditions, if any, relating to the Property as the same are filed for record in the County Clerk's Office of Hays County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors and assigns forever; and Grantors do hereby bind Grantors' successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto Grantee, Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

Except for the warranty of title set forth herein, Grantor hereby specifically disclaims any warranty, guaranty, or representation concerning the nature and condition of the Property, including but not by way of limitation, the water, soil, geology and the suitability thereof, and of the Property, for any and all activities and uses which Grantee may elect to conduct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same. GRANTOR HAS NOT MADE AND DOES NOT MAKE, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR CONDITION OF THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, COMPLIANCE BY THE PROPERTY WITH ANY LAWS, RULES ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY, OR HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

EXECUTED this 4th day of January, ~~2009~~ 2010.

"GRANTORS"

Glenn T. Goode
GLENN T. GOODE

Anne E. Davison
ANNE E. DAVISON

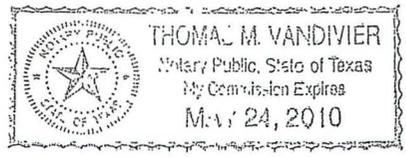
Grantee's Address:
P.O. Box 384
Dripping Springs, TX 78628

STATE OF TEXAS §
 §
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me on the 5th day of January, ~~2009~~ 2010 by Glenn T. Goode and Anne E. Davison.

Thomas M. Vandivier
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: May 24, 2010



AFTER RECORDING RETURN TO
Baker & Associates
P.O. Box 718
Dripping Springs, Texas 78620

0.4909 Acres
Page 1 of 2

Edward W. Brown Survey No. 136, Abst. No. 44
George W. Lindsay Survey No. 138, Abst. No. 289
November 5, 2009
09521.10

STATE OF TEXAS §
 §
COUNTY OF HAYS §

FIELDNOTE DESCRIPTION of a 0.4909 acre tract, situated in the Edward W. Brown Survey No. 136, Abstract No. 44 and the George W. Lindsay Survey No. 138, Abstract No. 289, Hays County, Texas, being a portion of that 62.03 acre tract conveyed to Glenn T. Goode and Anne E. Davison by deed recorded in Volume 1275, Page 522 of the Official Public Records of Hays County, Texas; the said 0.4909 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found for the most easterly southeast corner of the said 62.03 acre tract, being the northeast corner of that 2.20 acre tract conveyed to Aus S.T. Kyle, LP by deed recorded in Volume 3595, Page 521 of the said Official Public Records and a point on the westerly right-of-way line of Ranch Road 12 (right-of-way varies);

THENCE, leaving the westerly right-of-way line of said Ranch Road 12 (RR-12), with the common southerly line of the said 62.03 acre tract and northerly line of the 2.20 acre tract, for the following two (2) courses:

- 1) N67°44'23"W, 201.67 feet to a ½" iron rod found for an angle point;
- 2) N33°21'06"W, 173.02 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of curvature of a non-tangent curve to the left, from which a ½" iron rod found for an angle point on the southerly line of the aforesaid 62.03 acre tract, bears N33°21'06"W, 531.47 feet;

THENCE, leaving the northerly line of the said 2.20 acre tract, across the said 62.03 acre tract, for the following two (2) courses:

- 1) With the said curve to the left having a central angle of 03°15'21", a radius of 410.00 feet, a chord distance of 23.30 feet (chord bears N58°02'57"E), for an arc distance of 23.30 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of reverse curvature of a curve to the right;
- 2) With the said curve to the right having a central angle of 06°18'44", a radius of 340.00 feet, a chord distance of 37.44 feet (chord bears N59°34'39"E), for an arc distance of 37.46 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of non-tangency, being a point on the common northeast line of the aforesaid 62.03 acre tract and southwest line of that 64.24 acre tract conveyed to the City of Dripping Springs by deed recorded in Volume 3326, Page 857 of the said Official Public Records, from which a ½" iron rod found for an angle point on the said common northeast line of the 62.03 acre tract and southwest line of the 64.24 acre tract, bears N33°07'01"W, 579.06 feet;

THENCE, with the said common northeast line of the 62.03 acre tract and southwest line of the 64.24 acre tract, for the following two (2) courses:

- 1) S33°07'01"E, 152.11 feet to a ½" iron rod found for an angle point;

0.4909 Acres
Page 2 of 2

Edward W. Brown Survey No. 136, Abst. No. 44
George W. Lindsay Survey No. 138, Abst. No. 289
November 5, 2009
09521.10

- 2) S67°44'32"E, 183.46 feet to a TxDOT Type II monument found, on a curve to the right, for the most easterly northeast corner of the aforesaid 62.03 acre tract, being the southeast corner of the 64.24 acre tract and a point on a curve to the right in the westerly right-of-way line of aforesaid RR-12;

THENCE, leaving the southerly line of the said 64.24 acre tract, with the common easterly line of the 62.03 acre tract and westerly right-of-way line of RR-12, for the following two (2) courses:

- 1) With the said curve to the right having a central angle of 00°13'53", a radius of 2794.79 feet, a chord distance of 11.29 feet (chord bears S22°38'23"W), for an arc distance of 11.29 feet to a TxDOT Type II monument found for the point of tangency;
- 2) S22°45'19"W, for a distance of 48.69 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 0.4909 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, South Central Zone, NAD83 (Grid), determined from GPS observation.

That I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 5th day of November 2009.



Gregory A. Way

 GREGORY A. WAY
 Registered Professional Land Surveyor
 No. 4567 - State of Texas

Hays County
Linda C. Fritsche
County Clerk
San Marcos, Texas 78666

Item 3.



70 2010 10000997

Instrument Number: 2010-10000997

As

OPR RECORDINGS

Recorded On: January 14, 2010

Parties: DRIPPING SPRINGS CITY OF

Billable Pages: 8

To AUS S T KYLE LTD

Number of Pages: 9

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

OPR RECORDINGS	44.00
Total Recording:	44.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2010-10000997
Receipt Number: 236998
Recorded Date/Time: January 14, 2010 11:41:41A
Book-Vol/Pg: BK-OPR VL-3807 PG-802
User / Station: S Sundholm - Cashiering #3

Record and Return To:

BAKER & ASSOCIATES
PO BOX 718
DRIPPING SPRINGS TX 78620-0718



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Linda C. Fritsche

Linda C. Fritsche, County Clerk

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

GENERAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

THAT THE CITY OF DRIPPING SPRINGS, a Texas municipality ("Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto AUS S. T. KYLE, LTD., a Texas limited partnership ("Grantee"), the real property located in Hays County, Texas (the "Property") and being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

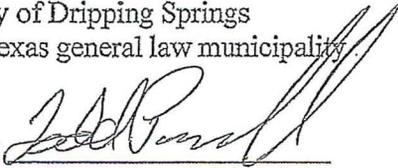
This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, reservations, easements, covenants and conditions, if any, relating to the Property as the same are filed for record in the County Clerk's Office of Hays County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto Grantee, Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

EXECUTED this 5th day of January, 2010, 2009.

"GRANTOR"

City of Dripping Springs
a Texas general law municipality

By: 
Todd Purcell, Mayor

Grantee's Address:
4111 Lakeplace Lane
Austin, TX 78746

STATE OF TEXAS §
 §
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me on the ²⁰¹⁰ 5th day of January, 2009 by Todd Purcell, Mayor of the City of Dripping Springs, a Texas general law municipality, on behalf of said municipality.

Jo Ann Touchstone
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: 10/08/2011



AFTER RECORDING RETURN TO
Baker & Associates
P.O. Box 718
Dripping Springs, Texas 78620

0.4909 Acres
Page 1 of 2

Edward W. Brown Survey No. 136, Abst. No. 44
George W. Lindsay Survey No. 138, Abst. No. 289
November 5, 2009
09521.10

STATE OF TEXAS §
§
COUNTY OF HAYS §

FIELDNOTE DESCRIPTION of a 0.4909 acre tract, situated in the Edward W. Brown Survey No. 136, Abstract No. 44 and the George W. Lindsay Survey No. 138, Abstract No. 289, Hays County, Texas, being a portion of that 62.03 acre tract conveyed to Glenn T. Goode and Anne B. Davison by deed recorded in Volume 1275, Page 522 of the Official Public Records of Hays County, Texas; the said 0.4909 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found for the most easterly southeast corner of the said 62.03 acre tract, being the northeast corner of that 2.20 acre tract conveyed to Aus S.T. Kyle, LP by deed recorded in Volume 3595, Page 521 of the said Official Public Records and a point on the westerly right-of-way line of Ranch Road 12 (right-of-way varies);

THENCE, leaving the westerly right-of-way line of said Ranch Road 12 (RR-12), with the common southerly line of the said 62.03 acre tract and northerly line of the 2.20 acre tract, for the following two (2) courses:

- 1) N67°44'23"W, 201.67 feet to a ½" iron rod found for an angle point;
- 2) N33°21'06"W, 173.02 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of curvature of a non-tangent curve to the left, from which a ½" iron rod found for an angle point on the southerly line of the aforesaid 62.03 acre tract, bears N33°21'06"W, 531.47 feet;

THENCE, leaving the northerly line of the said 2.20 acre tract, across the said 62.03 acre tract, for the following two (2) courses:

- 1) With the said curve to the left having a central angle of 03°15'21", a radius of 410.00 feet, a chord distance of 23.30 feet (chord bears N58°02'57"E), for an arc distance of 23.30 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of reverse curvature of a curve to the right;
- 2) With the said curve to the right having a central angle of 06°18'44", a radius of 340.00 feet, a chord distance of 37.44 feet (chord bears N59°34'39"E), for an arc distance of 37.46 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of non-tangency, being a point on the common northeast line of the aforesaid 62.03 acre tract and southwest line of that 64.24 acre tract conveyed to the City of Dripping Springs by deed recorded in Volume 3326, Page 857 of the said Official Public Records, from which a ½" iron rod found for an angle point on the said common northeast line of the 62.03 acre tract and southwest line of the 64.24 acre tract, bears N33°07'01"W, 579.06 feet;

THENCE, with the said common northeast line of the 62.03 acre tract and southwest line of the 64.24 acre tract, for the following two (2) courses:

- 1) S33°07'01"E, 152.11 feet to a ½" iron rod found for an angle point;

0.4909 Acres
Page 2 of 2

. Edward W. Brown Survey No. 136, Abst. No. 44
George W. Lindsay Survey No. 138, Abst. No. 289
November 5, 2009
09521.10

- 2) S67°44'32"E, 183.46 feet to a TxDOT Type II monument found, on a curve to the right, for the most easterly northeast corner of the aforesaid 62.03 acre tract, being the southeast corner of the 64.24 acre tract and a point on a curve to the right in the westerly right-of-way line of aforesaid RR-12;

THENCE, leaving the southerly line of the said 64.24 acre tract, with the common easterly line of the 62.03 acre tract and westerly right-of-way line of RR-12, for the following two (2) courses:

- 1) With the said curve to the right having a central angle of 00°13'53", a radius of 2794.79 feet, a chord distance of 11.29 feet (chord bears S22°38'23"W), for an arc distance of 11.29 feet to a TxDOT Type II monument found for the point of tangency;
- 2) S22°45'19"W, for a distance of 48.69 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 0.4909 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, South Central Zone, NAD83 (Grid), determined from GPS observation.

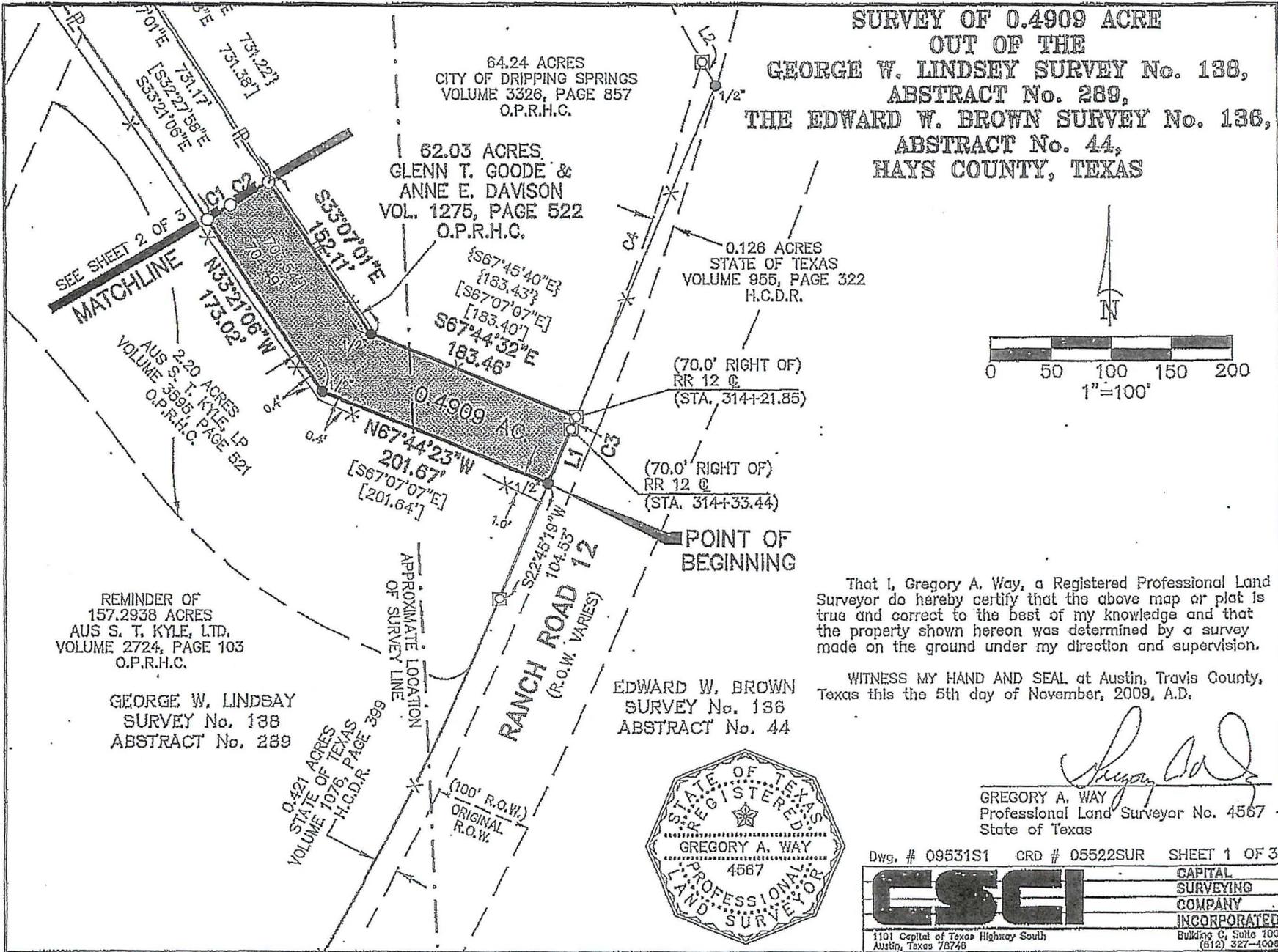
That I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL, at Austin, Travis County, Texas this the 5th day of November 2009.



Gregory A. Way

 GREGORY A. WAY
 Registered Professional Land Surveyor
 No. 4567 - State of Texas



That I, Gregory A. Way, a Registered Professional Land Surveyor do hereby certify that the above map or plat is true and correct to the best of my knowledge and that the property shown hereon was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 5th day of November, 2009, A.D.

Gregory A. Way

 GREGORY A. WAY
 Professional Land Surveyor No. 4567
 State of Texas



Dwg. # 09531S1 CRD # 05522SUR SHEET 1 OF 3

CSCI	CAPITAL
	SURVEYING
	COMPANY
	INCORPORATED

1101 Capital of Texas Highway South Austin, Texas 78745
 Building C, Suite 100 (612) 327-4000

10000997 DFR BK VOL 3807 P3

1.1097 Acres
Page 1 of 2

Edward W. Brown Survey No. 136, Abst. No. 44
George W. Lindsay Survey No. 138, Abst. No. 289
November 5, 2009
09521.10

STATE OF TEXAS §
 §
COUNTY OF HAYS §

FIELDNOTE DESCRIPTION of a 1.1097 acre tract, situated in the Edward W. Brown Survey No. 136, Abstract No. 44 and the George W. Lindsay Survey No. 138, Abstract No. 289, Hays County, Texas, being a portion of that 64.24 acre tract conveyed to the City of Dripping Springs by deed recorded in Volume 3326, Page 857 of the Official Public Records of Hays County, Texas; the said 1.1097 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a TxDOT Type II monument found for the southeast corner of the said 64.24 acre tract, being the northeast corner of that 62.03 acre tract conveyed to Glenn T. Goode and Anne E. Davison by deed recorded in Volume 1275, Page 522 of the said Official Public Records and a point on the westerly right-of-way line of Ranch Road 12 (right-of-way varies);

THENCE, leaving the westerly right-of-way line of said Ranch Road 12 (RR-12), with the common southerly line of the said 64.24 acre tract and northerly line of the 62.03 acre tract, for the following two (2) courses:

- 1) N67°44'30"W, 183.46 feet to a ½" iron rod found for an angle point;
- 2) N33°07'01"W, 152.11 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set on a non-tangent curve to the right for the most westerly corner of the herein described tract, from which a ½" iron rod found for an angle point on the said common line between the 64.24 acre tract and the 62.03 acre tract, bears N33°07'01"W, 579.06 feet;

THENCE, leaving the northerly line of the said 62.03 acre tract, across the said 64.24 acre tract, for the following two (2) courses:

- 1) With the said non-tangent curve to the right having a central angle of 45°29'04", a radius of 340.00 feet, a chord distance of 262.88 feet (chord bears N85°28'33"E), for an arc distance of 269.91 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of tangency;
- 2) S71°46'55"E, 67.22 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of curvature of a non-tangent curve to the right on the common easterly line of the aforesaid 64.24 acre tract and westerly right-of-way line of RR-12, from which a TxDOT Type II monument found for the most easterly corner of the said 64.24 acre tract, being a point on the southwest line of that 226.11 acre tract, described as Tract 5, conveyed to Anarene Investments, Ltd. by deed recorded in Volume 2639, Page 420 of the said Official Public Records, bears N17°08'14"E, a chord distance of 105.94 feet;

1.1097 Acres
Page 2 of 2

Edward W. Brown Survey No. 136, Abst. No. 44
George W. Lindsay Survey No. 138, Abst. No. 289
November 5, 2009
09521.10

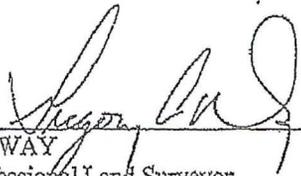
THENCE, along the common easterly line of the said 64.24 acre tract and westerly right-of-way line of RR-12, with the said curve to the right having a central angle of $04^{\circ}18'03''$, a radius of 2794.79 feet, a chord distance of 209.73 feet (chord bears $S20^{\circ}22'25''W$), for an arc distance of 209.78 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 1.1097 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, South Central Zone, NAD83 (Grid), determined from GPS observation.

That I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 5th day of November 2009.




GREGORY A. WAY
Registered Professional Land Surveyor
No. 4567 - State of Texas

Hays County
Liz Q. Gonzalez
County Clerk
San Marcos, Texas 78666

Item 3.



70 2012 12030541

Instrument Number: 2012-12030541

As

Recorded On: October 23, 2012

OPR RECORDINGS

Parties: ANARENE INVESTMENTS

Billable Pages: 6

To DRIPPING SPRINGS CITY OD

Number of Pages: 7

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

OPR RECORDINGS	36.00
Total Recording:	36.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number: 2012-12030541
Receipt Number: 318218
Recorded Date/Time: October 23, 2012 04:33:56P
Book-Vol/Pg: BK-OPR VL-4467 PG-508
User / Station: L Curry - Cashering #1

BAKER & ROBERTSON
P.O BOX 718
DRIPPING SPRINGS TX 78620



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Liz Q. Gonzalez
Liz Q. Gonzalez, County Clerk

Grantee's Address:

P.O. Box 384
Dripping Springs, TX 78620

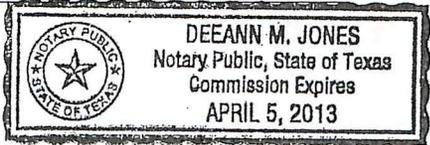
STATE OF TEXAS §
 §
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me on the 6 day of Sept, 2011 by Sharon Hill, manager of Anarene Management, LLC, a Texas limited liability company which is the general partner of Anarene Investments Ltd., a Texas limited partnership, on behalf of said limited partnership.



NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: _____



STATE OF TEXAS
COUNTY OF HAYS

EXHIBIT "A"

25.7398 ACRES

A DESCRIPTION OF A 25.7398 ACRE TRACT OF LAND OUT OF THE EDWARD W. BROWN SURVEY NO, 136, A-44, HAYS COUNTY, TEXAS, SAID 25.7398 ACRES BEING OUT OF A CALLED 223.11 ACRE TRACT OF LAND DESCRIBED IN A DEED AS "TRACT 5" TO ANARENE INVESTMENTS, LTD. AS RECORDED IN VOLUME 2639, PAGE 450, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 25.7398 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Commencing at a Tx. D.O.T. Type II brass monument found in the west right of way of Ranch Road No. 12 at State Engineer's Highway Station 310+98.44, said monument being the most easterly northeast corner of a called 64.2441 acre tract of land described in a deed to the City of Dripping Springs as recorded in Volume 3326, Page 857, Official Public Records of Hays County, Texas, from which a ½ inch iron rod found at State Engineer's Highway Station 311+14.97 bears S 28°38'50"E, a distance of 22.62 feet, thence N 28°12'32"W, with the northeast line of said 64.2441 acre City of Drippings tract and a southerly line of said 223.11 Anarene Investments, LTD. tract, a distance of 302.42 feet to a ½ inch iron rod with cap set no. 4404 for the most southerly corner of the herein described 25.7398 acre tract and the POINT OF BEGINNING;

THENCE with the northeast line of said 64.2441 acre tract and a southerly line of said 223.11 acre tract, the following two (2) courses and distances,

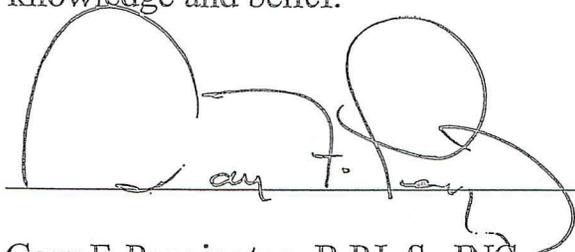
- 1) N 28°12'32"W, a distance of 363.08 feet to a ½ inch iron rod found for an angle point, and
- 2) N 46°55'43"W, a distance of 1013.82 feet to a ½ inch iron rod with cap set no. 4404 for the most westerly corner of the herein described 25.7398 acre tract;

THENCE departing said City of Dripping Springs 64.2441 acre tract and crossing said Anarene Investments LTD. tract, the following three (3) courses and distances,

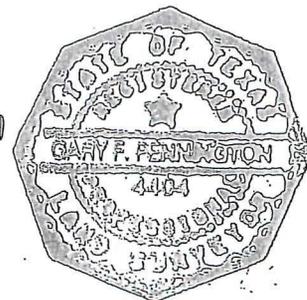
- 1) N 45°59'39"E, a distance of 1153.28 feet to a ½ inch iron rod with cap set no. 4404 for the most northerly corner of the herein described tract,
- 2) S 49°13'13"E, a distance of 598.82 feet to a ½ inch iron rod with cap set no. 4404 for the northeast corner of the herein described tract, and
- 3) S 14°36'12"W, a distance of 1469.96 feet to the POINT OF BEGINNING, containing 25.7398 acres of land.

Bearing basis for this survey is the Texas State Plane Coordinate South Central Zone, N.A.D. 83. All distances are surface distances.

I, Gary F. Pennington, do hereby certify that this description and associated survey plat was prepared from a survey performed under my direction and supervision during February 2011, and is true and correct to the best of my knowledge and belief.



02.01.2011



Gary F. Pennington, R.P.L.S., INC.
Registered Professional Land Surveyor
No. 4404- State of Texas
P.O. Box 1244
Dripping Springs, Texas 78620 (512) 894-0664

LEGEND

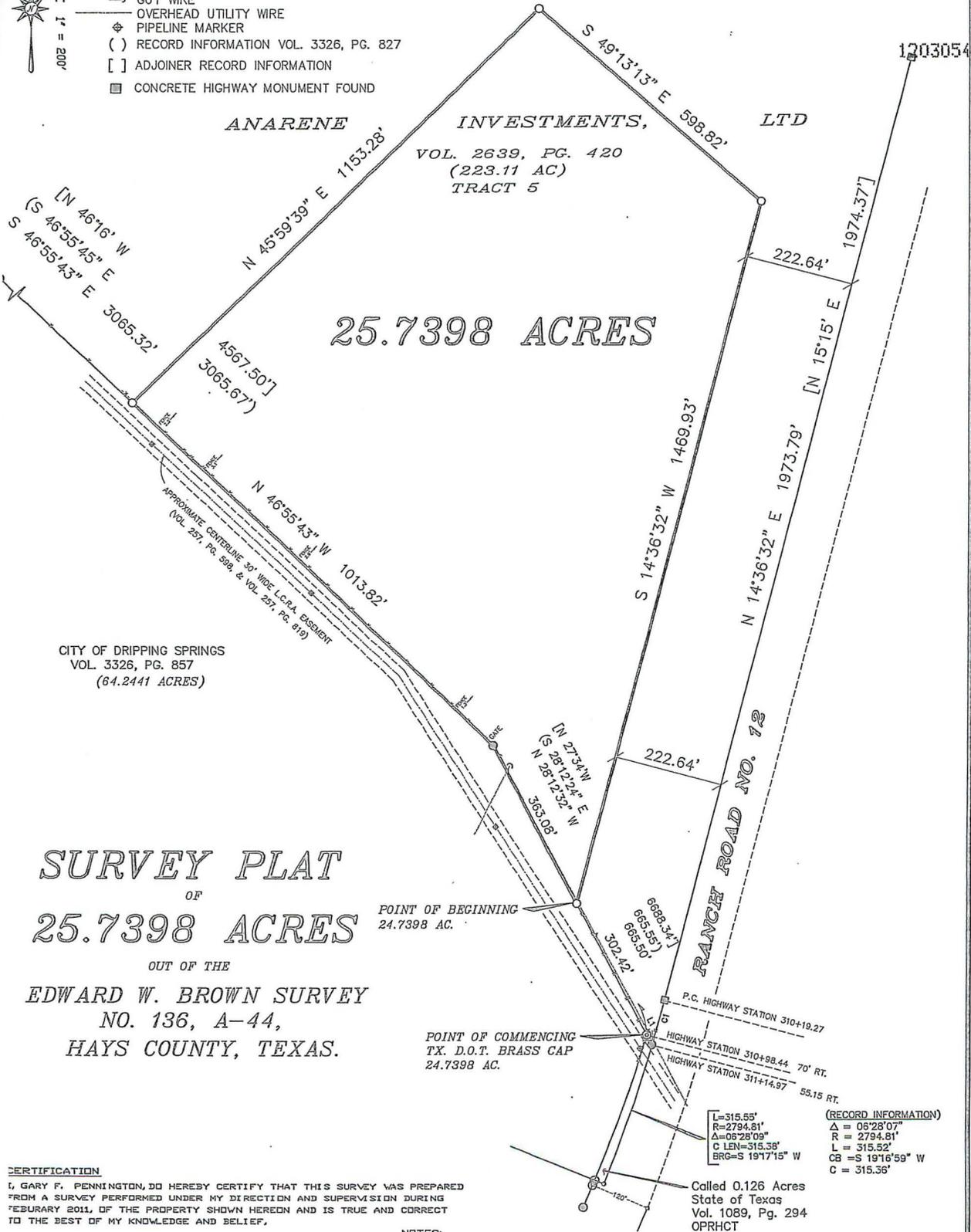
- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET CAP. NO. 4404
- ⊙ TXDOT TYPE II MONUMENT FOUND
- x- WIRE FENCE
- u UTILITY POLE
- g GUY WIRE
- OVERHEAD UTILITY WIRE
- ◆ PIPELINE MARKER
- () RECORD INFORMATION VOL. 3326, PG. 827
- [] ADJOINER RECORD INFORMATION
- CONCRETE HIGHWAY MONUMENT FOUND



LINE	BEARING	DISTANCE
L1	S 28°38'50" E	22.62'
(REC)	S 28°12'36" E	22.65'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
CT	2814.79'	94.92'	94.91'	S 15°33'52" W	01°55'55"

Bk Vol Pg
OPR 4467 513



SURVEY PLAT
OF
25.7398 ACRES

OUT OF THE
EDWARD W. BROWN SURVEY
NO. 136, A-44,
HAYS COUNTY, TEXAS.

CERTIFICATION
I, GARY F. PENNINGTON, DO HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED FROM A SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION DURING FEBRUARY 2011, OF THE PROPERTY SHOWN HEREON AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GARY F. PENNINGTON R.P.L.S., INC.
P. L. S. NO. 4404
STATE OF TEXAS
P.O. BOX 1244
DRIPPING SPRINGS, TX 78620
512) 894-0664



- NOTES:**
- 1) ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP NO. 48209C0105F, DATED SEPTEMBER 2, 2005, A PORTION OF THIS PROPERTY IS LOCATED IN ZONE AE- A SPECIAL FLOOD HAZARD ZONE INUNDATED BY A 100 YEAR FLOOD.
 - 2) BEARING BASIS FOR THIS SURVEY IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, N.A.D 83. ALL DISTANCES ARE SURFACE DISTANCES.
 - 3) THIS SURVEY WAS PERFORMED WITHOUT A TITLE REPORT TO IDENTIFY EASEMENTS OR OTHER MATTERS OF RECORD THAT MAY AFFECT THIS TRACT. NO EASEMENT RESEARCH WAS PERFORMED OTHER THAN AS SHOWN HEREON.
 - 4) REFERENCE IS HEREBY MADE TO AN ATTACHED METES AND BOUNDS DESCRIPTION.

(RECORD INFORMATION)
L=315.55'
R=2794.81'
Δ=06°28'09"
C LEN=315.38'
BRG=S 19°17'15" W
L = 315.52'
R = 2794.81'
Δ = 06°28'07"
C = 315.36'
CB = S 19°16'59" W

Called 0.126 Acres
State of Texas
Vol. 1089, Pg. 294
OPRHCT

EXHIBIT "B"

1. The Property is given to Grantee for public use including hiking paths, open park/green space and passive recreational activities, including, but not limited to, fishing, picnicking, hiking and exercising. The Property shall not be used for (i) active recreational uses, including, but not limited to, baseball, softball, soccer, golf, football, or other team sports, (ii) night time activities that require artificial illumination, (iii) camping, (iv) retail, (v) commercial or (vi) residential purposes.
2. No above ground structures shall be placed upon the Property, with the exception of fencing and a small storage structure on the south side of the pond located on the Property.
3. The Property shall not be subdivided.
4. No sign of any kind shall be displayed on the Property that is visible to the Hill Property.
5. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion of it unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers and such containers shall be appropriately screened from view from the Hill Property. The Property nor any part thereof shall be used or maintained as a dumping ground for rubbish. No incinerators or other equipment for the storage or disposal of such material shall be permitted. No junk, repair, or wrecking yard shall be located on the Property.
6. No horns, whistles, bells, or sirens shall be located, used, or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Hill Property or to its occupants.
7. No activities shall be conducted on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property and no open fires shall be permitted on the Property.
8. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

The foregoing restrictions run with the land and shall not be modified, removed or waived without the express prior written consent of Anarene Investments Ltd., its successors or assigns.

**Exhibit D
Identified Lessors for a 12-Year Term**

Pursuant to Section 3.2(a), the following entities shall be granted free-of-charge use for a period not to exceed the terms described below. Those entities marked with a single asterisk (“*”) shall have the ability to use the entire facility funded by this Interlocal Agreement. Those entities marked with a double asterisk (“**”) shall have the ability to use the arena area within the facility funded by this Interlocal Agreement. The annual periods cited below are not transferable, and shall expire at the end of each calendar year.

- 1. *Hays County Livestock Exposition, Inc., or its affiliates
 - A period or periods not to exceed three (3) weeks out of any calendar year, which is typically during the months of January and October.

- 2. *Hays County, Texas, and the following social service agencies, which traditionally receive funds under the County’s Fiscal Year Budget:
 - Community Emergency Response Team (CERT)
 - Hays County Area Food Bank
 - Hays-Caldwell Women’s Center
 - Greater San Marcos Youth Shelter
 - CASA of Central Texas
 - Big Brothers Big Sisters
 - The County, itself, is granted a period not to exceed four (4) days per year. The social service entities are each granted a period not to exceed one (1) day per year.

- 3. *Texas Agri Life Extension
 - A period not to exceed three (3) days per year.

- 4. **Hays County 4-H Horse Project
 - A period not to exceed three (3) days per year, and not to exceed twenty (20) Monday evenings per year.

- 5. **Hays County 4-H Fancy Feathers
 - A period not exceed two (2) days per year.

Pursuant to Section 3.2(a), the following entities shall be granted the published per diem rate charged for the Hays County Civic Center (as of December 1, 2012) for one (1) year after execution of the Interlocal Agreement between Hays County and the City of Dripping Springs, after which these entities shall be charged the published rates of the City of Dripping Springs.

- 6. LULAC - Chapter 4876 (not to exceed two (2) days per year at County rate)
- 7. LULAC – Chapter 654 (not to exceed three (3) days per year at County rate)
- 8. Hays County Cattle Barons (not to exceed two (2) days per year at County rate)
- 9. Texas Senior Pro Rodeo (not to exceed two (2) days per year at County rate)
- 10. Rodeo-4-Jesus (not to exceed thirty (30) Tuesday nights per year at County rate)
- 11. Rotary Club of San Marcos (not to exceed one (1) day per year at County rate)