



**DRIPPING SPRINGS**  
Texas

**City of Dripping Springs**

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

**512.858.4725 • cityofdrippingsprings.com**

**CERTIFICATE OF APPROPRIATENESS APPLICATION**

**District Located or Landmark:**  Mercer Street  Old Fitzhugh Road  Hays Street  
 Individual Landmark (Not in an Historic District)

**CONTACT INFORMATION**

**APPLICANT NAME:** Vicky Lewis  
**STREET ADDRESS:** PO Box 365, Dripping Springs, TX 78620  
**PHONE:** 512.363.2183 **EMAIL:** Vicky@mazamacoffee.com

**PROPERTY OWNER NAME (if different than Applicant):** City of Dripping Springs  
**STREET ADDRESS:** ox 384, Dripping Springs, TX 78620  
**PHONE:** 512.858.4725 **EMAIL:** mfischer@cityofdrippingsprings.com

**PROJECT INFORMATION**

**Address of Property (Structure/Site Location):** 511 Mercer Street, Dripping Springs, TX 78620  
**Zoning Classification of Property:** GUI

**Description of Proposed Use of Property/ Proposed Work:** install a concrete pad at the north east corner of the City Hall parking lot and install a cluster mail box unit and the USPO mail receptacle on the concrete pad in accordance with USPO specifications

**Description of How Proposed Work will be in Character with Architectural and/or Historical Aspect of Structure/Site and the Applicable Zoning Requirements:** The concrete pad will be relatively flush with the ground in order to comply with ADA requirements; the cluster mailbox unit is metal and will be bronze in color to match the nearby pedestrian light poles, trash receptacles, and planters along Mercer Street and at City Hall; the cluster mail box until and mail receptacle are not permanent structures.

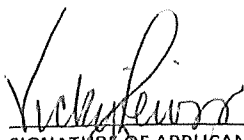
**Estimated Cost of Proposed Work:** \$3,000 for concrete pad and installation of cluster mailbox unit and USPO mailreceptacle; \$1,800 for cluster mail box unit

Intended Start Date of Work: mid October 2021 Intended Completion Date of Work: early November 2021

**CERTIFICATE OF APPROPRIATENESS SUBMITTAL CHECKLIST**

CHECKLIST		
Staff	Applicant	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current photograph of the property and adjacent properties (view from street/right-of-way)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Concept Site Plan: A drawing of the overall conceptual layout of a proposed development, superimposed upon a topographic map or aerial photo which generally shows the anticipated plan of development
<input type="checkbox"/>	<input type="checkbox"/>	Elevation drawings/sketches of the proposed changes to the structure/site
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Samples of materials to be used
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Color chips of the colors which will be used on the structure <i>(if applicable)</i>
<input type="checkbox"/>	<input type="checkbox"/>	Sign Permit Application <i>(if applicable)</i>
<input type="checkbox"/>	<input type="checkbox"/>	Building Permit Application <i>(if applicable)</i>
<input type="checkbox"/>	<input type="checkbox"/>	Application for alternative exterior design standards and approach <i>(if applicable)</i>
<input type="checkbox"/>	<input type="checkbox"/>	Supplemental Design Information <i>(as applicable)</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Billing Contact Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed

License Agreement between the City of Dripping Springs and Vicky Lewis is attached

  
\_\_\_\_\_  
SIGNATURE OF APPLICANT

9/29/2021  
Date

  
\_\_\_\_\_  
SIGNATURE OF PROPERTY OWNER AUTHORIZING THE WORK

9/29/2021  
Date

\*\*\*\*\*TO BE FILLED OUT BY CITY STAFF\*\*\*\*\*

Date Received: \_\_\_\_\_ Received By: \_\_\_\_\_

Project Eligible for Expedited Process:  Yes  No

Action Taken by Historic Preservation Officer:  Approved  Denied

Approved with the following Modifications: \_\_\_\_\_

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\_\_\_\_\_  
**SIGNATURE OF HISTORIC PRESERVATION OFFICER**

\_\_\_\_\_  
**DATE**

Date Considered by Historic Preservation Commission (if required): \_\_\_\_\_

Approved  Denied

Approved with the following Modifications: \_\_\_\_\_

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Historic Preservation Commission Decision Appealed by Applicant:  Yes  No

Date Appeal Considered by Planning & Zoning Commission (if required): \_\_\_\_\_

Approved  Denied

Approved with the following Modifications: \_\_\_\_\_

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Planning & Zoning Commission Decision Appealed by Applicant:  Yes  No

Date Appeal Considered by City Council (if required): \_\_\_\_\_

Approved  Denied

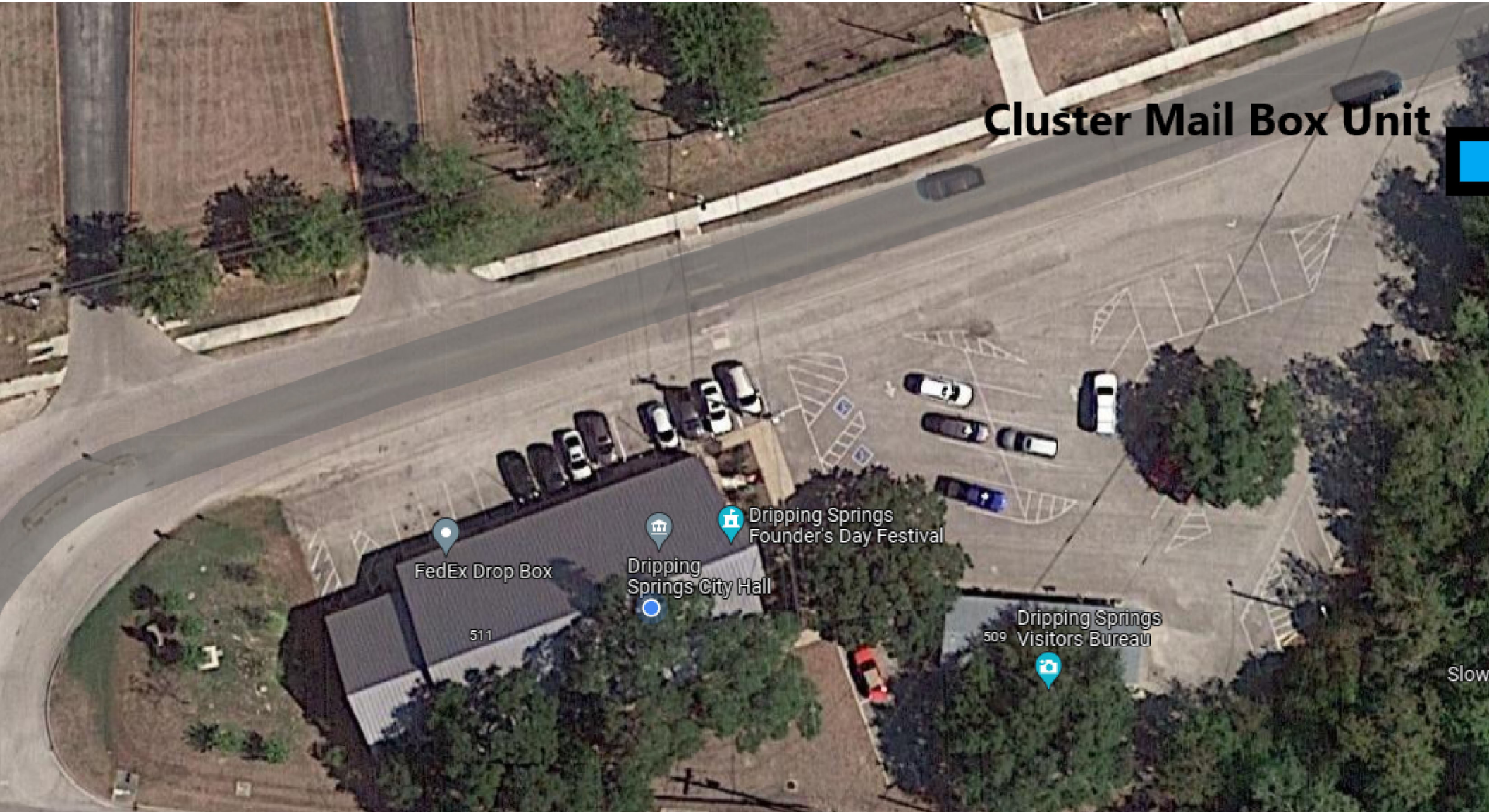
Approved with the following Modifications: \_\_\_\_\_

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**Submit this application to City Hall at 511 Mercer St. /P.O. Box 384, Dripping Springs, TX 78620. Call City Hall at (512)858-4725 if you have questions regarding this application.**

# Cluster Mail Box Unit



FedEx Drop Box

511

Dripping Springs City Hall

Dripping Springs Founder's Day Festival

Dripping Springs Visitors Bureau  
509

Slow

Exhibit A



*Includes  
Pedestal*

All Aluminum Construction











Received on/by: \_\_\_\_\_

Project Number: \_\_\_\_\_  
Only filled out by staff



DRIPPING SPRINGS  
Texas

### BILLING CONTACT FORM

Project Name: City Hall Cluster Mail Box Unit

Project Address: 511 Mercer Street, Dripping Springs, TX 78620

Project Applicant Name: Vicky Lewis

#### Billing Contact Information

Name: Vicky Lewis

Mailing Address: PO Box 365, Dripping Springs, TX 78620

Email: Vicky@mazamacoffee.com Phone Number: 512.363.2183

Type of Project/Application (check all that apply):

- |  |  |
|--|--|
| <input type="checkbox"/> Alternative Standard                      | <input type="checkbox"/> Special Exception     |
| <input checked="" type="checkbox"/> Certificate of Appropriateness | <input type="checkbox"/> Street Closure Permit |
| <input type="checkbox"/> Conditional Use Permit                    | <input type="checkbox"/> Subdivision           |
| <input type="checkbox"/> Development Agreement                     | <input type="checkbox"/> Waiver                |
| <input type="checkbox"/> Exterior Design                           | <input type="checkbox"/> Wastewater Service    |
| <input type="checkbox"/> Landscape Plan                            | <input type="checkbox"/> Variance              |
| <input type="checkbox"/> Lighting Plan                             | <input type="checkbox"/> Zoning                |
| <input type="checkbox"/> Site Development Permit                   | <input type="checkbox"/> Other _____           |

*Applicants are required to pay all associated costs associated with a project's application for a permit, plan, certificate, special exception, waiver, variance, alternative standard, or agreement, regardless of City approval. Associated costs may include, but are not limited to, public notices and outside professional services provided to the City by engineers, attorneys, surveyors, inspectors, landscape consultants, lighting consultants, architects, historic preservation consultants, and others, as required. Associated costs will be billed at cost plus 20% to cover the City's additional administrative costs. Please see the online Master Fee Schedule for more details. By signing below, I am acknowledging that the above listed party is financially accountable for the payment and responsibility of these fees.*

Vicky Lewis  
Signature of Applicant

9/29/2021  
Date



## LICENSE AGREEMENT

This License Agreement (the "Agreement") is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date") by and between the **CITY OF DRIPPING SPRINGS**, a Texas Type A, General-Law municipal corporation, situated in Hays County, Texas ("Licensor") and **VICKY LEWIS** ("Licensee").

### RECITALS:

**WHEREAS**, Licensor owns certain real property in Hays County, Texas, at 511 Mercer street, known as the Dripping Springs City Hall Parking Lot, ("License Area"); and

**WHEREAS**, Licensee wishes to place a United States Postal Service cluster unit mailbox ("Mailbox") designated for businesses on Mercer Street and as designed in Exhibit "A"; and

**WHEREAS**, Licensee and Licensor have agreed that Licensor will install and place the Mailbox on the License Area as specified in Exhibit "B"; and

**WHEREAS**, Licensee and Licensor have agreed that Licensee shall maintain the Mailbox on the License Area, on the terms and conditions set forth below.

### NOW, THEREFORE, the parties have agreed as follows:

1. **Grant of License:** Licensor hereby grants to Licensee the exclusive right, privilege, and permission to enter on, over, and across the License Area for the purposes of operating, maintaining, replacing, upgrading, repairing, and removing the Mailbox as approved by Licensor within the License Area.
2. **Consideration:** In consideration for this License, Licensee agrees to maintain the Mailbox in good condition. Licensee will also remit to Licensor a License Fee in the amount of ten dollars (\$10.00) per year.
3. **Right of Assignment:** Licensee shall not assign, sublet, or transfer its interest in this Agreement without Licensor's written consent. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the Licensor a copy of any such assignment or transfer of Licensee's right in this Agreement, including the name, date, address, and contact person.
4. **Insurance:** Licensee shall at all times maintain liability coverage in the amount of one million dollars (\$1,000,000.00) covering Licensee's activities within the License Area.
5. **Term and Termination:** The term of this Agreement shall begin upon execution of this Agreement and shall continue for so long as Licensee or its assignee maintains the Mailbox within the License Area or until the Licensor needs the License Area for a use that is incompatible with the Mailbox. The Licensor shall give the Licensee sixty (60) days

written notice prior to termination of this Agreement and shall coordinate with Licensee for a new site if needed. The parties hereto agree that Licensee, its successors and permitted assigns shall continue to exercise the rights and privileges set forth in this License if Licensee maintains the Mailbox in good condition as required and pursuant to the default clause in paragraph 7 until such time as the Agreement is terminated.

6. **Title of Licensor:** Licensee acknowledges the legal title of Licensor to the License Area and agrees to never deny this title or to claim title in Licensee's name.
7. **Licensor's Rights:** The Licensee's right to use the Licensed Area as provided in this Agreement is expressly subject and subordinate to the present and future right of the Licensor to construct, install, establish, maintain, use, operate, and renew any public facilities, roadways or streets, and related appurtenances on, beneath, or above the Licensed Area. The Licensor shall take reasonable measures to prevent damage to or removal of the Improvements. Nothing in this Agreement shall be construed to limit in any way the power of the Licensor to widen, alter, or improve the utility lines or other improvements on the surface of the Licensee's Property, including alteration to or removal of the Improvements, pursuant to official action by the Licensor's governing body or designated representative; provided, however, that the Licensor shall provide the Licensee with at least thirty (30) days prior written notice to any such contemplated action unless alteration, improvement, or maintenance of the utility or improvements is needed to be done in a shorter time period to protect the health and safety of the residents or is otherwise required by an emergency situation.
8. **Waiver and Release:** Licensee hereby waives and releases any claims Licensee may have against Licensor, its successors and assigns for all fines, suits, claims, demands, losses, liabilities, actions, and costs, including court costs and attorneys' fees (collectively, "Damages") arising out of Licensee's use of the License Area. By entering into this License, neither the Licensor or Licensee waives, nor shall be deemed to waive, any rights, defenses, or immunities may have under applicable law.
9. **Default:** In the event Licensee fails to maintain the License Area or otherwise comply with the terms and conditions of this Agreement, Licensor shall provide Licensee written notice thereof at the address set forth below. Licensee shall have seven (7) days from the date of receipt of such notice to take action to cure the alleged default and, if Licensee does not diligently pursue remediation of such alleged default with the seven (7) day period, Licensor may take action to cure the alleged default. If the damage or disrepair of the Mailbox are deemed by the Licensor (at the Licensor's sole discretion) to constitute an imminent hazard to pedestrian or vehicular safety, the Licensee shall remove or repair the Mailbox immediately. Failure to immediately cure or mitigate an imminent hazard to the satisfaction of the Licensor shall serve as grounds for termination of this License.
10. **Notices:** All of the requirements and provisions herein for notice shall have been met when such notice has been placed in writing and personally delivered, delivered by facsimile transmission, with proof of receipt, or sent certified United States mail, postage prepaid, return receipt requested to the respective parties hereto at the following addresses:

*to Licensee at:* Vicky Lewis  
PO Box 365  
Dripping springs tx 78620  
512.363.2183  
[Vicky@mazamacoffee.com](mailto:Vicky@mazamacoffee.com)

*to Licensor at:* City of Dripping Springs  
P. O. Box 384  
Dripping Springs, Texas 78620  
Attn: City Administrator

11. The date of receipt shall be the date of actual receipt of such notice if the notice is personally delivered or sent by facsimile transmission (provided that any facsimile transmission not sent on a business day, or sent after 5:00 p.m. on a business day, shall be deemed received on the next business day), or two (2) days after the postmark date, whichever is sooner. Either party may change the above addresses by notice to the other party.
12. **Entire Agreement:** This Agreement sets forth the entire understanding between the parties with respect to the use of the License Area for the purposes described herein, and no other statement, agreement or understanding, oral or written, will be recognized, or enforced unless the same shall be in writing and signed by both parties after the date hereof.
13. **Governing Law:** This Agreement shall be governed by Texas law and all causes of action in connection herewith shall be maintained in proceedings filed in Hays County, Texas.
14. **Authority:** Licensor and Licensee each represent and warrant to the other that they have full authority to execute this Agreement and fulfill all the terms and conditions hereof.
15. **License Only:** This Agreement creates only a license on the terms, and subject to the conditions herein set forth for use by Licensee for the limited purposes permitted herein. Licensee does not acquire any leasehold or other real property interest in the License Area.
16. **Public Dedication:** Any public dedications by Licensee or public acceptance by Licensor shall be by separate instrument. Continuing maintenance and fiscal guarantees shall comply with all City ordinances.
17. **Severability:** If any provision contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.



18. **Binding Effect:** The terms, provisions and covenants contained in this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

**Executed by Licensor and Licensee on the dates set forth below, to be effective on the Effective Date.**

**LICENSOR:  
The City of Dripping Springs**

**LICENSEE:  
Vicky Lewis**

\_\_\_\_\_  
Bill Foulds Jr., Mayor

\_\_\_\_\_  
Vicky Lewis

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary

Exhibit A



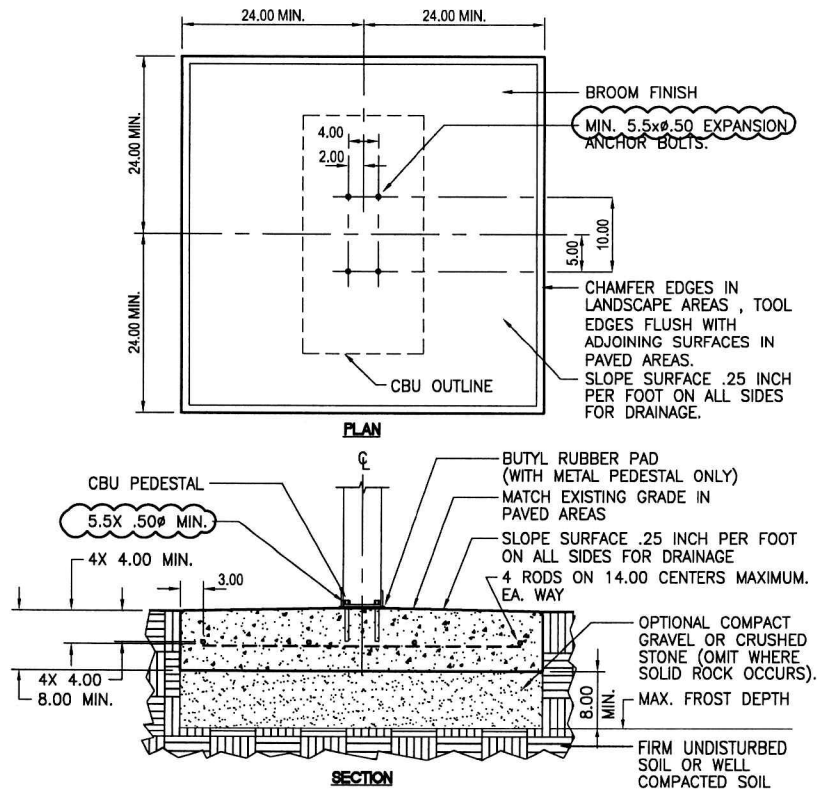
*Includes  
Pedestal*

All Aluminum Construction



# Exhibit B

## NOTES TO A/E:



**NOTES:**

1. CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3,000 PSI @ 28 DAYS, CONTAIN 4% MIN. - 6% MAX. AIR ENTRAINMENT AND BE PLACED WITH A 3.50-4.50 SLUMP IN ACCORDANCE WITH ACI 301
2. REINFORCING STEEL RODS SHALL CONFORM TO ASTM A615, GRADE 60.

3. EXPANSION BOLTS SHALL BE EQUIVALENT TO THE FOLLOWING PROVIDERS:
  - a. HILTI KWIK BOLT ([www.us.hilti.com](http://www.us.hilti.com)) 1/2" DIAMETER x 5-1/2" OVERALL LENGTH  
GALVANIZED, CATALOG #: 000-453-696  
KB II 12-512, STAINLESS STEEL; CATALOG #: 000-454-744  
ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 3-1/2".

- b. ITW RAMSET REDHEAD TRUBOLT ([www.ramset-redhead.com](http://www.ramset-redhead.com)) GALVANIZED, 1/2" DIAMETER x 7" OVERALL LENGTH; CATALOG NUMBER: WS-1270G  
ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 4-1/8".

- c. RAWL STUD ([www.rawl.com](http://www.rawl.com)) GALVANIZED, 1/2" DIAMETER x 5-1/2" OVERALL LENGTH; CATALOG NUMBER: 7724  
ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 4".

Detail: **CLUSTER BOX UNIT (CBU) INSTALLATION - SINGLE UNIT**

Fac. | Ch. | Sect. | Para. | Detail  
**G1-2-0e**

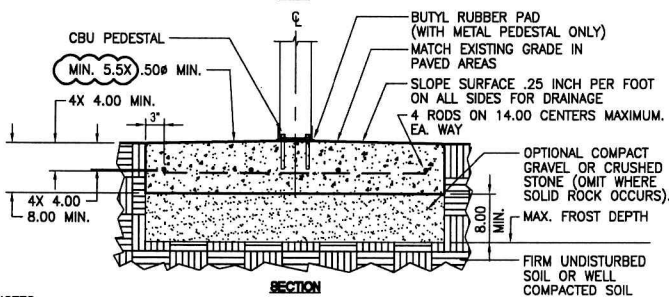
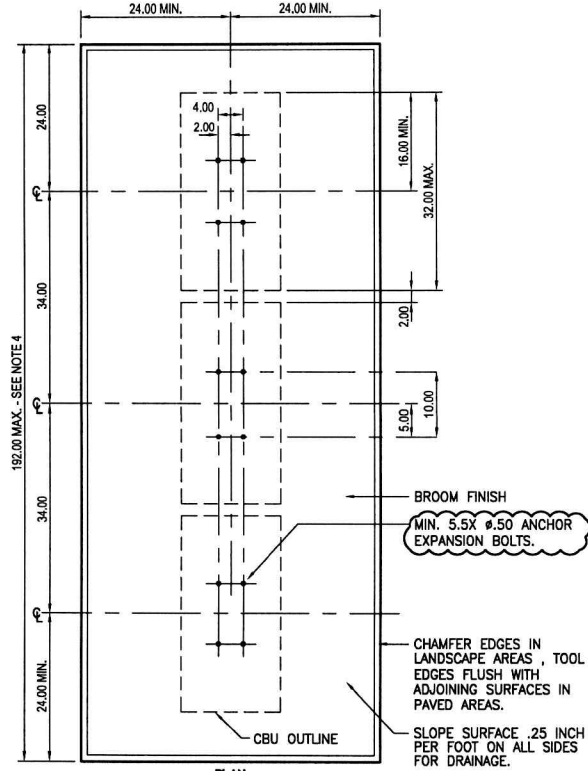
CAD File: [../usps/library/details/G1-2-0e](http://usps/library/details/G1-2-0e)

Scale: 1/2" = 1'-0"

USPS SDL Issued: 10/1/2016  
Last Revised: 10/27/2016



**NOTES TO A/E:**



- NOTES:**
1. CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3,000 PSI @ 28 DAYS, CONTAIN 4% MIN. - 6% MAX. AIR ENTRAINMENT AND BE PLACED WITH A 3.50 - 4.50 SLUMP IN ACCORDANCE WITH ACI 301
  2. REINFORCING STEEL RODS SHALL CONFORM TO ASTM A615, GRADE 60
  3. EXPANSION BOLTS SHALL BE EQUIVALENT TO THE FOLLOWING PROVIDERS:
    - a. HILTI KWIK BOLT ([www.us.hilti.com](http://www.us.hilti.com)) 1/2" DIAMETER x 5-1/2" OVERALL LENGTH  
GALVANIZED, CATALOG #: 000-453-696  
KB II 12-512, STAINLESS STEEL; CATALOG #: 000-454-744  
ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 3-1/2".
    - b. ITW RAMSET REDHEAD TRUBOLT ([www.ramset-redhead.com](http://www.ramset-redhead.com))  
GALVANIZED, 1/2" DIAMETER x 7" OVERALL LENGTH; CATALOG NUMBER: WS-1270G  
ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 4-1/8".
    - c. RAWL STUD ([www.rawl.com](http://www.rawl.com))  
GALVANIZED, 1/2" DIAMETER x 5-1/2" OVERALL LENGTH; CATALOG NUMBER: 7724  
ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 4".
  4. A 3 CBU CONFIGURATION IS DEPICTED. A 2 OR 4 CBU CONFIGURATION MAY BE USED AS LONG AS THEY ARE ARRANGED IN GROUPS SUCH THAT THE OVERALL DIMENSION OF THE CONCRETE BASE DOES NOT EXCEED 16 FEET.

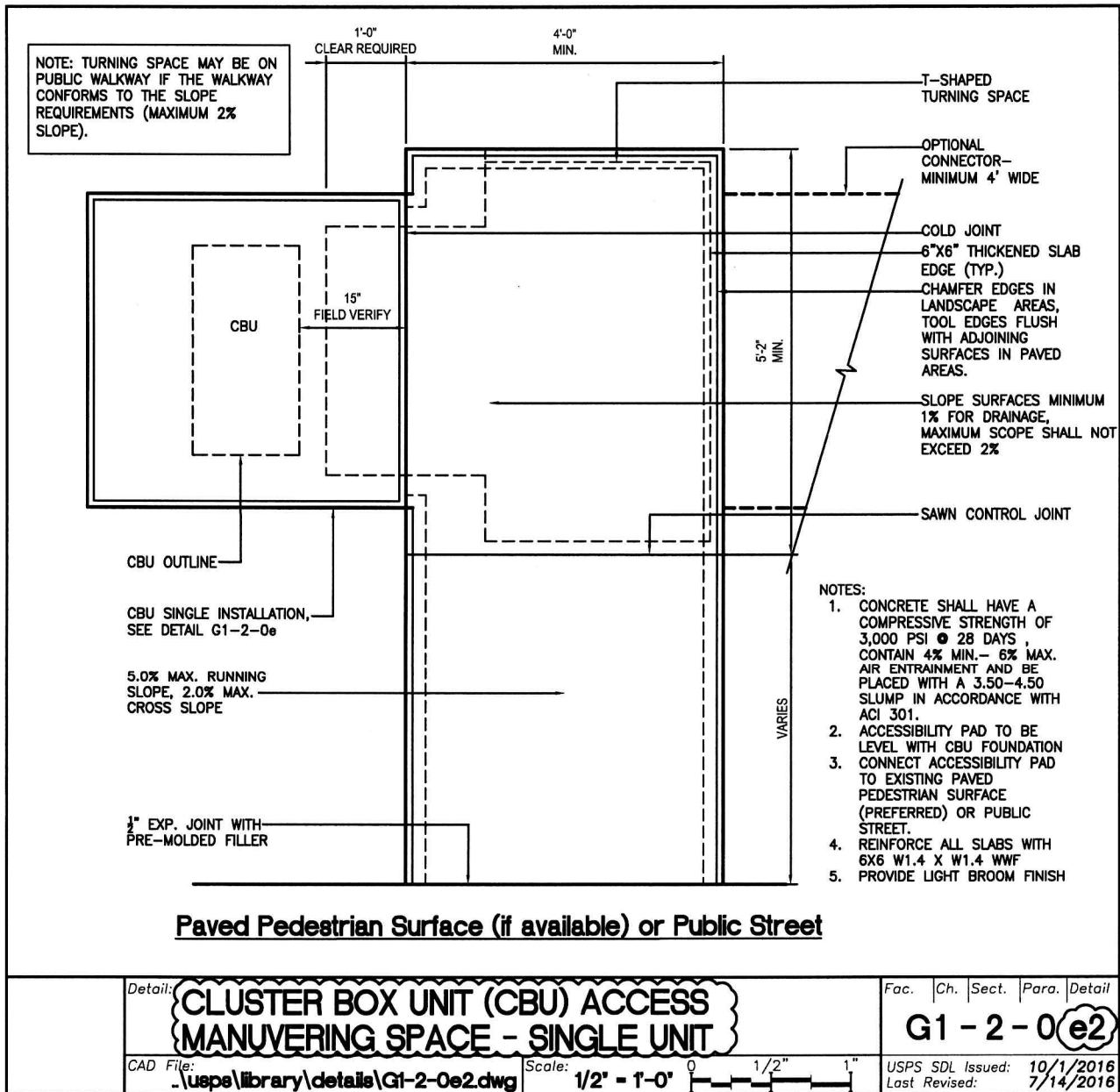
Detail:	<b>CLUSTER BOX UNIT (CBU) INSTALLATION - MULTIPLE UNIT</b>				Fac.	Ch.	Sect.	Para.	Detail
					<b>G1-2-0 e1</b>				
CAD File:	../usps/library/details/G1-2-0e1			Scale:	1/2" = 1'-0"		0 1/2" 1"		USPS SDL Issued: 10/1/2016 Last Revised: 10/27/2016



**STANDARD DETAIL LIBRARY**

**NOTES TO A/E:**

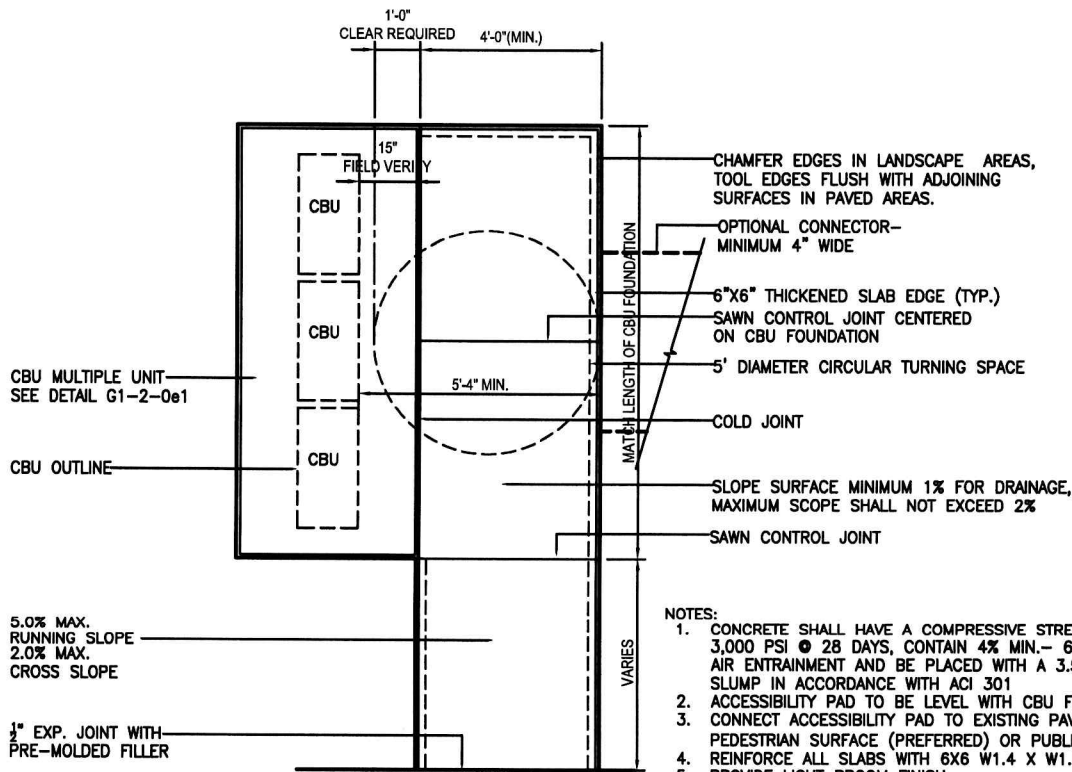
- IF THE ACCESSIBLE ROUTE FROM THE CBU(S) CONNECTS WITH A STREET OR OTHER PAVED SURFACE AT A VERTICAL CURB, A CURB RAMP SHOULD BE INSTALLED IN ACCORDANCE WITH RE-4 REQUIREMENTS.



**NOTES TO A/E:**

- IF THE ACCESSIBLE ROUTE FROM THE CBU(S) CONNECTS WITH A STREET OR OTHER PAVED SURFACE AT A VERTICAL CURB, A CURB RAMP SHOULD BE INSTALLED IN ACCORDANCE WITH RE-4 REQUIREMENTS.

NOTE: TURNING SPACE MAY BE ON PUBLIC WALKWAY IF THE WALKWAY CONFORMS TO THE SLOPE REQUIREMENTS (MAXIMUM 2% SLOPE).



**Paved Pedestrian Surface (if available) or Public Street**

Detail	<b>CLUSTER BOX UNIT (CBU) ACCESS MANEUVERING SPACE - MULTIPLE UNIT</b>	Fac.	Ch.	Sect.	Para.	Detail
CAD File:		<b>G1-2-0 e3</b>				
-.:\ups\library\details\G1-2-0e3.dwg	Scale:	1/4"=1'-0"		0	1/2"	1"
		USPS SDL Issued: 10/1/2016		Last Revised: 7/14/2016		



**STANDARD DETAIL LIBRARY**



HEAC  
20601099  
11/6/06  
36.00④

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

**SPECIAL WARRANTY DEED**

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

THAT THE UNDERSIGNED, **B&O DRIPPING SPRINGS INVESTORS, LTD.**, a Texas limited partnership ("Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration paid to Grantor by **CITY OF DRIPPING SPRINGS**, a Texas municipal corporation ("Grantee"), whose address is 550 E. Hwy 290 West, Dripping Springs, Texas 78620, Attention: Michelle Fischer, City Administrator, the receipt and sufficiency of which are hereby fully acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, that certain real property located in Hays County, Texas, being more particularly described by metes and bounds on Exhibit "A" attached hereto and made part hereof for all purposes (the "Land"), together with any and all improvements situated on the Land and all of Grantor's right, title and interest, if any, in and to all rights of way or use, tenements, hereditaments, appurtenances, and easements now or hereafter pertaining to the Land, including, but not limited to, the strips and gores between the Land and abutting properties and in any street, road, highway, alley, easement or right of way, existing or proposed, on or adjacent to the Land, (iii) all utility capacity, water rights and all other entitlements, permits, authorities, approvals, licenses, consents and/or bonds, if any, pertaining to the Land, (iv) all rights of ingress and egress thereto, and (v) all other rights and benefits attributable to the Land (all of which are hereinafter collectively called the "Property").

This conveyance is expressly made and accepted subject to those certain matters set forth on Exhibit "B" attached hereto (the "Permitted Exceptions").

Notwithstanding any provision herein to the contrary, except for the warranty of title set forth herein (the "Express Warranty") and the warranties contained in that certain Contract for Exchange of Real Property dated as of the date hereof, by and between Grantor and Grantee, Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property and Grantee, by acceptance of this Deed, accepts the Property "AS IS" and "WITH ALL FAULTS", without any representation or warranty by Grantor except as expressly set forth herein.

TO HAVE AND TO HOLD the Land, together with all and singular the rights and appurtenances thereto in anywise belonging unto said Grantee, its successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors to WARRANT AND FOREVER DEFEND all and singular the Land unto said Grantee, and Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Ad valorem taxes and assessments have been prorated between Grantor and Grantee for the year 2006.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, this Special Warranty Deed is executed to be effective the 2 day of November, 2006.

**GRANTOR:**

**B&O DRIPPING SPRINGS INVESTORS, LTD.,**  
a Texas limited partnership

By: B&O Development G.P., L.L.C.,  
a Texas limited liability company,  
its general partner

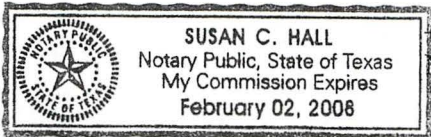
By: B&O Management Company, L.L.C.,  
a Delaware limited liability company,  
its sole manager and member

By: [Signature]  
Name: C. Patrick Oles, Jr.  
Title: President

THE STATE OF TEXAS           §  
  §  
COUNTY OF Travis           §

The foregoing instrument was acknowledged before me this 2 day of November, 2006, by C. Patrick Oles, Jr., President of B&O Management Company, L.L.C., a Delaware limited liability company, the sole manager and member of B&O Development G.P., L.L.C., a Texas limited liability company, the general partner of B&O Dripping Springs Investors, Ltd., a Texas limited partnership, on behalf of said limited partnership.

[Signature]  
Notary Public/State of Texas



**AFTER RECORDING,  
PLEASE RETURN TO:**

Alan J. Bojorquez, City Attorney  
City of Dripping Springs  
c/o Bovey, Akers & Bojorquez, LLP  
12325 Hymeadow Drive, Suite 2-100  
Austin, Texas 78750

EXHIBIT "A"

Legal Description of 0.846 Acre Tract

[To Be Attached]

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RECORDING PURPOSES**



**EXHIBIT A**

0.846 ACRES  
CHURCH OF CHRIST, DRIPPING SPRINGS  
0.84 AND 0.014 ACRE TRACT

FN. NO. 05-420 (CMB)  
August 3, 2005  
BPI JOB NO. 392-42.94

**DESCRIPTION**

OF A 0.846 ACRE TRACT OF LAND SITUATED IN THE P. A. SMITH SURVEY NO 415 IN HAYS COUNTY, TEXAS, BEING ALL OF A 0.87 ACRE AND 0.014 ACRE TRACTS OF LAND DESCRIBED IN A WARRANTY DEED DATED AUGUST 21, 1992 AND APPEARING OF RECORD IN VOLUME 945, PAGE 345 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.846 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, concrete highway monument found on the northerly right of way line of State Highway 290 at engineers station 492+39.45 for a southeasterly corner of the said 0.84 acre tract, same being a the southwesterly corner of a 1.05 acre tract described in a Special Warranty Deed to Spring Bluff Center dated February 28, 2005 and appearing of record in Volume 2644, Page 278 of the Official Public Records of Hays County, Texas;

**THENCE**, along the northerly right-of-way line of State Highway 290, same being the southerly line of the said 0.84 acre tract the following three (3) courses and distances;

1. S42°43'33"W, a distance of 97.41 feet to a 1/2" iron rod with a cap set;
2. S71°40'37"W, a distance of 68.98 feet to a 1/2" iron rod with a cap set;
3. Along a non-tangent curve to the left having a radius of 5678.58 feet, a central angle of 02°21'47", an arc length of 235.62 feet, a chord which bears N85°34'35"W, a distance of 235.61 feet to a concrete highway monument found at highway station 488+72.35;

**THENCE**, N08°37'05"E, along the easterly right-of-way line of Mercer Street, (Loop 64), same being the west line of the said 0.87 acre tract, a distance of 42.49 feet to a concrete monument found for the northwest corner of the said 0.84 acre tract for the southwest corner hereof;

**THENCE**, along the south line of Mercer Street (Loop 64), same being northerly line of the said 0.84 and 0.014 acre tracts, the following six (6) courses and distances:

FN. NO. 05-420 (CMB)  
August 3, 2005  
PAGE 2 of 2

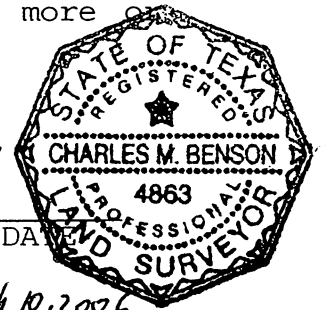
1. Along a non-tangent curve to the left having a radius of 1924.35 feet, a central angle of  $01^{\circ}47'02''$ , an arc length of 59.92 feet and a chord which bears  $N75^{\circ}25'14''E$ , a distance of 59.91 feet to a 1/2" iron rod with a cap set at the side of an existing building;
2.  $N21^{\circ}13'53''W$ , along the outside wall of an existing building, a distance of 2.26 feet to a 1/2" iron rod with a cap set at the corner of an existing building;
3.  $N68^{\circ}46'07''W$ , along the outside edge of an existing building, a distance of 97.03 feet to a 1/2" iron rod with a cap set at an existing building corner;
4.  $S21^{\circ}13'53''E$ , along the outside edge of an existing building, a distance of 9.57 feet to a 1/2" iron rod with a cap set;
5. Along a non-tangent curve to the left having a radius of 1924.35 feet, a central angle of  $03^{\circ}46'59''$ , an arc length of 127.06 feet and chord which bears  $N69^{\circ}44'23''E$ , a distance of 127.04 feet to a 1/2" iron rod found;
6.  $N68^{\circ}36'10''W$ , a distance of 118.25 feet to a 1/2" iron rod found for the northeast corner of the said 0.84 acre tract, same being the northwest corner of the aforementioned 1.05 acre tract;

**THENCE**,  $S11^{\circ}43'57''W$ , along the common line of the said 0.84 and 1.05 acre tracts, a distance of 99.55 feet to the **POINT OF BEGINNING** containing an area of 0.846 acres of land, more or less, within these metes and bounds.

BURY & PARTNERS, INC.  
ENGINEERING SOLUTIONS  
3345 BEE CAVE ROAD, SUITE 200  
AUSTIN, TEXAS 78746



CHARLES M. BENSON  
R.P.L.S. NO. 4863  
STATE OF TEXAS



**EXHIBIT "B"**

**PERMITTED EXCEPTIONS**

1. Restrictive covenants of record in Volume 121, Page 247 and Volume 126, Page 135 of the Deed Records of Hays County, Texas, which have been released by Dripping Springs Church of Christ, Inc. pursuant to that certain Release of Covenants and Restrictions dated of even date herewith and recorded in the Real Property Records of Hays County, Texas.
2. Encroachment of improvements across right-of-way easement granted to Dripping Springs Water Supply Corporation by S. J. Moore et al in instrument dated February 12, 1964, recorded in Volume 199, Page 557, Hays County Deed Records, as shown on survey plat ("Survey") prepared August 4, 2005, by Charles M. Benson, R.P.L.S. No. 4863, for Bury & Partners, Inc.
3. Wire fence protrusion along southern boundary line of the Land as shown on the Survey.
4. Overhead electric lines crossing the Land as shown on the Survey.
5. Protrusion of improvements beyond northern boundary line of the Land as shown on the Survey.
6. Right-of-way and easement granted to Dripping Springs Water Supply Corporation by S. J. Moore et al in instrument dated February 12, 1964, recorded in Volume 199, Page 557, Hays County Deed Records, Hays County, Texas, as shown on the Survey.
7. Rights of Dripping Springs Church of Christ, Inc. as Tenant under that certain Temporary Lease Agreement dated as of the date hereof.

Filed for Record in:  
Hays County  
On: Nov 06, 2006 at 04:10P  
Document Number: 06033908  
Amount: 36.00  
Receipt Number - 159074  
By:  
Lynn Curry, Deputy  
Lee Carlisle, County Clerk  
Hays County