

November 11, 2009

STATE OF TEXAS

§

§

COUNTY OF HAYS

§

INTERLOCAL AGREEMENT

between

Dripping Springs Independent School District

and

City of Dripping Springs

This Interlocal Agreement, hereinafter "Agreement" is made in Dripping Springs, Texas by and between Dripping Springs Independent School District, a political subdivision and public school district of the State of Texas referred to in this Agreement as "District" and the City of Dripping Springs, a political subdivision of the State of Texas referred to in this Agreement as "City."

RECITALS:

WHEREAS, this Agreement is entered pursuant to the Texas Government Code Section 791.001 et seq., Interlocal Cooperation Act, hereinafter "Act." All payment and furtherance of the objectives of the Agreement shall be paid from current revenues of the City and District, as those payments are allocated under this Agreement. The amounts and services exchanged between City and District are amounts that fairly compensate both entities for the real property, services and functions performed under the Act; and

WHEREAS, the City and the District are political subdivisions fully authorized by Chapter 791 of the Texas Government Code and Sections 11.153-154 of the Education Code to make and enter into this Agreement; and

WHEREAS, the City and the District agree that there is a public necessity that the certain real property be owned and developed by the City and that the paramount public use of the property includes City facilities, buildings, grounds and any other type of development deemed necessary by the City to conduct its business and carry out its governmental functions; and

WHEREAS, the City and the District agree that there is a public necessity that the certain real property be owned and developed by the District and that the paramount public use of the property includes athletic facilities and recreational facilities to be used by the District to carry out its governmental functions; and

WHEREAS, the City and the District desire to provide the citizens of their respective and shared jurisdictions enhanced opportunities for recreation and park services and access to other public services; and

WHEREAS, a healthy, successful, and quality school system benefits the public and business in the community by improving public safety, economic development, community pride, civic identity, and public involvement; and

WHEREAS, collaborative programs between the parties improve the quality of life of the citizens of Dripping Springs, enhance educational achievement, strengthen the community, and help ensure the mutual success of the District and the City; and

WHEREAS, the subjects of this Agreement are parcels of land and improvements thereon known as the Stephenson Building property, hereinafter "Stephenson Building," (*Exhibit A*); the Karhan Park property, hereinafter "Karhan Park," (*Exhibit B*); a strip of land immediately to the South of the Karhan Park property, (*Exhibit C*); an easement to be located within the Northern 300 feet of the Draper tract (*Exhibit D*); an easement across the Northern edge of the Karhan Park property (*Exhibit E*); and two easements across the Western edge of the Karhan Park Property, one for drainage and the other for a right-of-way (*Exhibit F*); which exhibits are attached hereto and incorporated herein for any and all purposes.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, the District and the City, acting by and through their respective governing bodies, do hereby promise and agree to the following:

ARTICLE I. Recitals

- 1.01** The foregoing recitals are incorporated into this Agreement by reference as if expressly set forth herein.

ARTICLE II. Conveyance

- 2.01** District shall deed, through a warranty deed in the form as shown in Exhibit A, to City the Stephenson Building property and pay the City One Thousand Dollars (\$1,000.00). District shall convey to the City the easements across the Western edge of the Karhan Park property as shown in *Exhibit F*. District shall provide an easement over and across the Draper tract as described below. District shall pay to the City Sixty-nine Thousand Six Hundred Eighty-five Dollars (\$69,685.00) for the use in construction and renovation of softball fields as described below.
- 2.02** City shall deed, through a warranty deed in the form as shown in Exhibit B, to District the Karhan Park property. City shall deed, through a warranty deed, to the District the strip of land immediately to the South of the Karhan Park property, as shown in *Exhibit C*. The City shall convey to the District the 60 foot platted easement along the western edge of the Karhan Park property as shown in Exhibit G.
- 2.03** The City and the District agree to each pay fifty percent (50%) of the total cost of the appraisals of the Stephenson Building and Karhan Park.
- 2.04** The City and the District agree to make these exchanges of property and money, with the exception of the right-of-way easement over the Draper tract, on or before November 13, 2009.

ARTICLE III.
District and City Obligations

- 3.01** District shall convey, through a warranty deed, the Stephenson Building to City.
- 3.02** Paragraph Deleted.
- 3.03** District will not commit or allow to be committed any waste on the Stephenson Building, create or allow any nuisance to exist on the Stephenson Building, or use or allow the Stephenson Building to be used for any unlawful purposes.
- 3.04** City, City's agents, guests, licensees, invitees, sublessees, assignees, and successors, and District, District's agents, guests, licensees, invitees, sublessees, assignees, and successors shall at all times comply with all applicable laws, ordinances, and governmental regulations in the use of the Stephenson Building.
- 3.05** District will maintain the Stephenson Building in a commercially reasonable manner until conveyance to City. District will maintain general liability insurance and property insurance for the Stephenson Building until conveyance to City.
- 3.06** District will continue to provide water and wastewater services to the Stephenson Building until conveyance to City.
- 3.07** City agrees that District, District's agents, employees, or other representatives will have the right to enter the Stephenson Building, at all reasonable hours, for the purpose of examining them or making such repairs or alterations as may be necessary for the safety and preservation of the Stephenson Building until November 13, 2009. This clause shall not be deemed to be a covenant by District or construed to create an obligation on the part of District to make such inspection or repairs.
- 3.08** District will remove all goods and personal property of District of any kind in or on the Stephenson Building prior to November 13, 2009. All goods and personal property of any kind of District in or on the Stephenson Building will be the sole responsibility of District, and in no event will City be liable for any loss or damage to these goods or property for any reason whatsoever. Any goods and personal property of any kind in or on the Stephenson Building not removed prior to conveyance to the City shall be considered abandoned and become the property of City. Any remaining property requiring removal by City shall be removed by District, at the expense of District, within ten (10) days after receiving notification of such request.
- 3.09** District agrees to grant a sixty foot (60') right-of-way easement over the northern 300' of the Draper tract, as shown in *Exhibit D*. The identification of the location of this easement, and the conveyance of the easement shall take place at a later date agreeable to both parties, which must be prior to the commencement of any construction on the northern 300' of the Draper tract with the exception of any temporary facilities. Any

temporary facilities placed on the easement shall be removed prior to conveyance of easement to the City. The location of the easement must allow for the planned future uses of the Northern portion of the Draper tract by the District, and must also meet the City's need for a right-of-way from East to West that would connect with the right-of-way on the North side of the Karhan Park, as shown in *Exhibit E*. The easement must be sufficient so that the road will comply with City road standards. Once the District has determined how it intends to use the Northern 300' portion of the Draper tract, but before construction of such use begins, the District shall provide a survey identifying the precise proposed location for the right-of-way easement to the City Engineer. If the City Engineer determines that the proposed location is sufficient for the City's purposes, he or she shall so notify the District, and the District shall prepare an easement acceptable to both parties conveying such an easement to the City. If the City Engineer determines that the proposed location is not sufficient, the City and the District shall select a neutral engineer to assist with the selection of an appropriate location for the right-of-way, using reasonable development standards to accomplish the purposes outlined in this section. A proposal supported by two (2) out of the three (3) shall be binding, and the District shall prepare an easement acceptable to both parties conveying such an easement to the City.

- 3.10** The City and the District agree to enter into a separate *Tree Replacement Agreement* memorializing the District's tree replacement plan for all construction related to the current New Dripping Springs High School property construction project, as shown in Exhibit H. The District will provide the City with a tree survey, a proposed tree replacement plan, and sufficient evidence establishing the hardship the District would face in having to comply with the City's current tree replacement requirements. The agreed upon tree replacement plan will be finalized on or before June 1, 2010.
- 3.11** *Designated trees* were identified by the parties on November 10, 2009, and are indicated on Exhibit I. The District shall not impact a *designated tree* prior to enactment of the *Tree Replacement Agreement*. District will enact measures that are reasonable and customary to protect the designated trees during construction activities.

ARTICLE IV. Karhan Park District and City Obligations

- 4.01** City shall convey, through a warranty deed, the Karhan Park to District. The District shall convey to the City a sixty foot (60') right-of-way easement across the northern portion of the Karhan Park, as shown in *Exhibit E*.
- 4.02** City will honor existing lease in the Karhan Park to other parties until conveyance to District, at which time said lease shall terminate. City shall provide District documentation indicating that the leases have been terminated, as of the date of conveyance.
- 4.03** City will not commit or allow to be committed any waste on the Karhan Park, create or allow any nuisance to exist on the Karhan Park, or use or allow the Karhan Park to be used for any unlawful purposes.

- 4.04 City, City's agents, guests, licensees, invitees, sublessees, assignees, and successors, and District, District's agents, guests, licensees, invitees, sublessees, assignees, and successors shall at all times comply with all applicable laws, ordinances, and governmental regulations in the use of the Karhan Park.
- 4.05 City will maintain the Karhan Park in a commercially reasonable manner until conveyance to District. City will maintain general liability insurance and property insurance for the Karhan Park until conveyance to District.
- 4.06 City will continue to provide electricity and portable toilet services to the Karhan Park until conveyance to District.
- 4.07 It is understood by the parties to this agreement that Pedernales Electric Cooperative, hereinafter "PEC", will move, install, and connect the lighting and poles at no cost to City or District from one of the men's softball fields, as identified and agreed to by City, at Karhan Park to the current Junior Varsity field at the Dripping Springs Sports and Recreation Park located at 27148 Ranch Road 12, Dripping Springs, Texas ("Sports Park"), or to a location of the City's choice, no later than February 28, 2010 prior to the beginning of the 2010 Dripping Springs Adult Softball Association's (DSASA) spring softball season. If PEC declines to move and install the poles at no cost to City or District, City will assume this obligation. Any remaining lights and poles will be made available to City.
- 4.08 District will pay to the City, \$69,685.00 to finance the construction of fencing and surfacing of the current Junior Varsity field at Sports Park, the construction of a second field on property East of the UIL field, and other improvements related to relocation of softball fields.
- 4.9 District agrees that the girls' varsity softball field will be available (on an agreed schedule) by the beginning of the 2010 DSASA's spring softball season. Upon the completion of new girls' varsity softball field at the District's new high school complex, it is the District's and City's intent that the City will have ultimate control and authority over the original field, subject to a mutually-acceptable agreement on use and scheduling.
- 4.10 District agrees to maintain the Junior Varsity field at Sports Park until the District discontinues its use of the field in accordance with that Interlocal Agreement between City, District and Dripping Springs Youth Sports Association dated January 8, 2002.
- 4.11 District agrees that City, City's agents, employees, or other representatives will have the right to enter the Karhan Park, at all reasonable hours, for the purpose of examining them or making such repairs or alterations as may be necessary for the safety and preservation of the Karhan Park, until conveyance to City. This clause shall not be deemed to be a covenant by City or construed to create an obligation on the part of City to make such inspection or repairs.

- 4.12** City will remove all goods, fixtures, and personal property of any kind of City in or on the Karhan Park prior to December 1, 2009. All goods and personal property of any kind of the City in or on the Karhan Park will be the sole responsibility of City, and in no event will District be liable for any loss or damage to these goods or property for any reason whatsoever. Any goods and personal property of any kind in or on the Karhan Park not removed prior to the exchanges of property that are the subject of this Agreement shall be considered abandoned and become the property of District.
- 4.13** City agrees not to assign or sublease the Karhan Park, any part of or any right or privilege connected with the Karhan Park, or to allow any other person, except City's visitors, agents, and employees, to occupy the Karhan Park or any part of the Karhan Park.
- 4.14** City and District agree that the Lease Agreement between City and District dated November 13, 2001 was entered into to facilitate the District's school related sports activities. Upon the completion of competition fields at the District's new high school complex, it is the District's and City's intent to modify the November 13, 2001 Lease Agreement as follows: The District shall cease competitive use of the UIL softball field except for emergencies or special District events. The District shall continue use of the UIL softball field as a practice field. The District shall complete all practice on the UIL softball field prior to 6:30 pm on DSASA game nights.
- 4.15** All building set-back requirements for District athletic facilities constructed on or near the west boundary of the current Karhan Park property must be at least ten feet from the edge of the street right-of-way. The District shall provide safety mitigation features (e.g. guardrail, concrete posts, striping, and barricades).

ARTICLE V. General Provisions

- 5.01** Notices given pursuant to the provisions of this Agreement, or necessary to carry out its provisions, shall be in writing, shall be deemed to have been given when physically received in hand by the party to whom directed, and shall be directed personally to the following persons:

Notice to District:

Dripping Springs Independent School District
Dr. Mard A. Herrick, Superintendent

510 W. Mercer
P.O. Box 479
Dripping Springs, Texas 78620

With a copy to:

Henslee Schwartz LLP

Attn: Roy William Cabler
816 Congress, Suite 800
Austin, TX 78701

Notice to CITY:

City of Dripping Springs
Attn: Michelle Fischer, City Administrator
P.O. Box 384
Dripping Springs, TX 78620

With a copy to:

Bojorquez Law Firm, PLLC
Attn: Alan J. Bojorquez, Dripping Springs City Attorney
12325 Hymeadow Dr., Suite 2-100
Austin, TX 78750

- 5.02 If either party files an action to enforce any covenant of this Agreement, then the prevailing party is entitled to recover its reasonable attorney's fees to be fixed by the Court pursuant to Local Government Code Section 271.159.
- 5.03 The waiver by District or City of any breach of any provision of this Agreement will not constitute a continuing waiver of any subsequent breach of the same or a different provision of the Agreement.
- 5.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under this lease are performable in Hays County, Texas. Whenever the context requires, singular nouns and pronouns include the plural and plural nouns and pronouns include the singular. This Agreement shall benefit and bind the respective heirs, legal representatives, successors and assignees of the parties herein. No modifications or amendments of this Agreement shall be binding unless in writing and duly signed by the parties or their authorized representatives. If any provision of this Agreement is found to be invalid or unenforceable, such invalidity will not affect the remainder of the Agreement and the remainder of the Agreement shall continue in full force and effect.
- 5.05 Both City and District agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, or condition within this Agreement whenever needed.
- 5.06 By executing this Agreement, each party represents that such party has full capacity and authority to grant all rights and assume all obligations that have been granted and assumed under this Agreement, and that the governing body of the respective party has authorized this Agreement.

- 5.07** In Civil Action Number 5281, in the United States District Court for the Eastern District of Texas, Tyler Division, a Court's Order was entered on April 20, 1971. That order requires that the following covenants and restrictions be in all things observed, followed, and complied with and placed in any document of conveyance of school district property:
- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.
 - (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew or encourage, a dual school system.
 - (c) These restrictions and conditions shall be binding upon District and City, their successors or assigns, as the case may be, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry of the suit, immediately revert to and vest in the grantor herein and its successors, this instrument shall be null and void, and grantor and its successors shall be entitled to immediate possession of such Stephenson Building and the improvements thereon; and no act or omission upon the part of grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.
- 5.08** The restriction set out in subsection 5.07(a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in subsection 5.07(b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.
- 5.09** Both District and City acknowledge that the Stephenson Building property conveyed is subject to the restrictions in Section 5.07 and 5.08 above.
- 5.10** Either party may at its own option and expense research title history of the properties made subject of this Agreement.
- 5.11** Neither City nor District waives any governmental immunity. Any provision herein interpreted by a court of law to waive either party's governmental immunity is void.
- 5.12** This Agreement may be executed and made effective through the signing by the Parties of multiple originals.
- 5.13** This Agreement shall be Effective upon the date of signing by both Parties.

NOW, THEREFORE BE IT AGREED UPON BY THE PARTIES AS STATED ABOVE.

Dripping Springs Independent School District:

by: Mard Herrick, Supt.
Dr. Mard A. Herrick
Superintendent
Dripping Springs Independent School District
by action of the Board of Trustees

Nov. 12, 2009
Date

City of Dripping Springs:

by: Bill Foulds
~~Todd Purcell~~ Bill Foulds
Mayor Pro-Tem
City of Dripping Springs
by action of the City Council

Nov 11 2009
Date

STATE OF TEXAS

COUNTY OF HAYS

BEFORE ME, the undersigned authority, a Notary Public in the State of Texas, on this day personally appeared ^{Bill Foulds} ~~Todd Purcell~~ the ^{Mayor Pro Tem} ~~Mayor~~ of the CITY OF DRIPPING SPRINGS, known to me to be the person whose name is subscribed to the foregoing Interlocal Agreement, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 11th day of November, 2009.

Jo Ann Touchstone
Notary Public, State of Texas

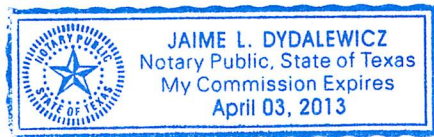


STATE OF TEXAS

COUNTY OF HAYS

BEFORE ME, the undersigned authority, a Notary Public in the State of Texas, on this day personally appeared Dr. Mard A. Herrick the Superintendent of DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT, known to me to be the person whose name is subscribed to the foregoing Interlocal Agreement, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 12 day of November, 2009.



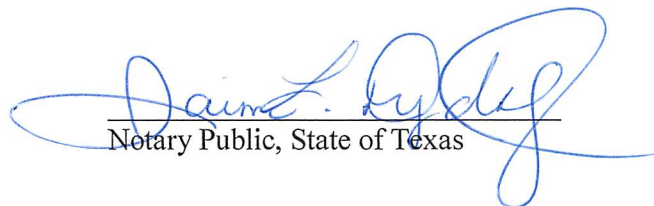

Notary Public, State of Texas

EXHIBIT A

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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.

WARRANTY DEED

Conforms to State Bar of Texas Form

Date: _____, 2009

Grantor: Dripping Springs Independent School District, a political subdivision and public school district of the State of Texas, acting by and through the President of the Board of Trustees, pursuant to its Resolution dated _____.

Grantor's Mailing Address:

510 W. Mercer/ P.O. Box 479
Dripping Springs, Texas 78620
Hays County, Texas

Grantee: City of Dripping Springs, a political subdivision of the State of Texas

Grantee's Mailing Address:

P.O. Box 384
Dripping Springs, Texas 78620
Hays County, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

Being 1.3712 acres of land, more or less, situated in the Phillip A. Smith Survey No. 26, Abstract No. 415 in Hays County, Texas, said property also being referred to as the "Stephenson Building" and/or "Stephenson Tract", being located at 311 ½ Old Fitzhugh Road, Dripping Springs, Hays County, Texas, and being comprised of three (3) separate tracts described as Tract One (1) containing 0.4659 of one acre of land, Tract Two (2) containing 0.4456 of one acre of land and Tract Three (3) containing 0.4597 of one acre of land, said Tract One, Tract Two and Tract Three being more particularly described by metes and bounds on Exhibits A, B and C, respectively as follows.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

Warranty Deed

Page 1 of 3

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

When the context requires, singular nouns and pronouns include the plural.

"GRANTOR"

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT

By: Steve Benesh
Title: President of the Board of Trustees

STATE OF TEXAS)

COUNTY OF HAYS)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2009,
by Steve Benesh, President of the Board of Trustees of DRIPPING SPRINGS INDEPENDENT
SCHOOL DISTRICT, on behalf of said school district.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Nelson M. Davidson, Jr.
P.O. Box 529
Dripping Springs, Texas 78620

PREPARED BY:

Nelson M. Davidson, Jr.
P.O. Box 529
Dripping Springs, Texas 78620

File/GF Number: 6420G

LEGAL DESCRIPTION

BEING A 0.4659 OF ONE ACRE TRACT OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415 IN HAYS COUNTY, TEXAS, BEING A REMAINING PORTION OF THAT TRACT OF LAND COMMONLY REFERRED TO AS "ACADEMY BLOCK" AS DELINEATED ON THE PLAT OF THE TOWN OF DRIPPING SPRINGS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME "O", PAGE 514, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID PLAT BEING AMENDED BY PLAT RECORDED IN VOLUME "T" PAGE 426, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING CONVEYED BY HAYS COUNTY TO DRIPPING SPRINGS RURAL HIGH SCHOOL DISTRICT IN DEED RECORDED IN VOLUME 145, PAGE 491, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch galvanized iron pipe in concrete found in the west line of Old Fitzhugh Road, in the north line of said "ACADEMY BLOCK" for the southeast corner of Block No. 5, W. T. Chapman's 2nd Addition to the Town of Dripping Springs according to the map or plat thereof recorded in Volume "R", Page 337, of the Deed Records of Hays County, Texas, said plat being amended by plat recorded in Volume "T", Page 426, of the Deed Records of Hays County, Texas, and the southeast corner of that tract of land conveyed by D. W. Crenshaw to Dripping Springs Public School No. 20 in deed dated November 15, 1938 of record in the Deed Records of Hays County, Texas, being the southwest corner of a 50 foot right of way, designated as Ewe Street (commonly known as Old Fitzhugh Road) as delineated on said W. T. Chapman's 2nd Addition to the Town of Dripping Springs plat;

THENCE South 23°02'05" East crossing said "ACADEMY BLOCK" along the west margin of Old Fitzhugh Road a distance of 44.29 feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set for the northeast corner of that tract of land conveyed by Dripping Springs Independent School District to Rambo Lodge No. 426, AF & AM in deed recorded in Volume 154, Page 1, of the Deed Records of Hays County, Texas;

THENCE South 88°57'21" West (record: West) along the north line of said Rambo Lodge tract, a distance of 108.60 feet to a 1/2 in iron rod found under asphalt paving for the northwest corner of said Rambo Lodge tract;

THENCE South 01°02'39" East (record: South) along the west line of said Rambo Lodge tract a distance of 140.08 feet to a 1/2 in iron rod found under asphalt paving in the north line of a 20.0 foot Public Alley as designated in deed recorded in Volume 146, Page 91, of the Deed Records of Hays County, Texas, said 20.0 foot Public Alley being conveyed by Hays County to H.F. Lewis in deed recorded in Volume 278, Page 280, of the Deed Records of Hays County, Texas, and for the southwest corner of said Rambo Lodge tract, from which a bolt with punch mark found in the south line of said Rambo Tract as described in Boundary Line Agreement by

Richard A. Garza and Dripping Springs Independent School District, recorded in Volume 775, Page 822, of the Real Property Records of Hays County, Texas, bears, North 88°29'40" East (Bearing Basis) a distance of 122.70 feet;

THENCE South 89°00'15" West along the north line of said 20.0 foot Public Alley and said Lewis tract a distance of 39.96 feet to a 1/2 inch iron rod found under asphalt paving in the east line of that tract of land conveyed by Dripping Springs Independent School District to L. B. Jennings in deed recorded in Volume 156, Page 199, of the Deed Records of Hays County, Texas, and for the northwest corner of said 20.0 foot Public Alley;

THENCE North 01°58'54" West along the east line of said Jennings tract a distance of 19.97 feet to a 1/2 inch iron rod found under asphalt paving for the northeast corner of said Jennings tract;

THENCE South 88°53'07" West along the north line of said Jennings tract a distance of 49.86 feet to a 1/2 inch iron rod found in the east line of Lot 6, Block No. 1, of the W. T. Chapman's 1st Addition to the town of Dripping Springs according to the map or plat thereof recorded in Volume "P", Page 373, of the Deed Records of Hays County, Texas, said plat being amended by plat recorded in Volume "T", Page 426, of the Deed Records of Hays County, Texas and in the west line of said "ACADEMY BLOCK" and for the northwest corner of said Jennings tract;

THENCE North 01°21'58" West along the east line of said Lot 6 and the west line of said "ACADEMY BLOCK" a distance of 63.78 feet to a calculated point for the northeast corner of said Lot 6;

THENCE South 88°36'50" West along the north line of said Lot 6 a distance of 7.26 feet to a calculated point being the beginning point of said Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District, from which a 1/2 inch iron rod found in a hackberry tree root, bears South 06°45' East a distance of 0.3 feet;

THENCE along the boundary line established in said Boundary Line Agreement the following two (2) courses:

1. North 03°20'04" West a distance of 56.57 feet to a 1/2 inch iron rod found;
2. North 03°22'47" West a distance of 40.02 feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set at the intersection of the south line of Block No. 3 of said W. T. Chapman's 2nd Addition to the Town of Dripping Springs being the recognized southeast corner of that tract of land conveyed by A.L. Davis to Dripping Springs Public School No. 20 in deed recorded in Volume 109, Page 291, of the Deed Records of Hays County, Texas, from which a 1/2 inch iron rod found in said Boundary Line Agreement line, bears North 03°22'47" West a distance of 39.83 feet;

THENCE North 88°42'33" East along the south line of said Block 3, passing the northwest corner of said "ACADEMY BLOCK" at a distance of 10.61 feet and continuing for a total distance of 93.63 (record: 100) feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set for the common south corner of said Block No. 3 and Block No. 5, from which

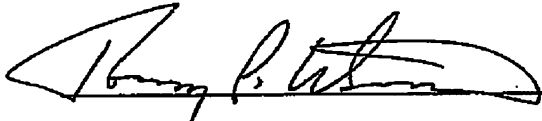
a 1/2 inch galvanized iron pipe in concrete found for the common north corner of said Block No. 3 and Block No. 5, bears, North 01°13'20" West a distance of 200.02 feet;

THENCE North 88°38'18" East along the north line of said "ACADEMY BLOCK" and the south line of said Block No. 5 a distance of 100.04 feet to the **POINT OF BEGINNING**, containing 0.4659 of one acre of land, more or less, within this metes and bounds.

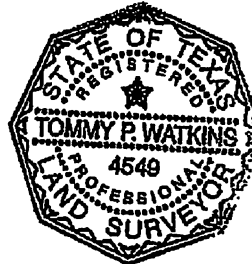
Bearing Reference: South line of that tract of said Rambo Tract as described in Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District recorded in Volume 775, Page 822, of the Deed Records of Hays County, Texas. (North 88°29'40" East)

I certify that this description was prepared from the results of a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.



Tommy P. Watkins
Registered Professional Land Surveyor No. 4549
Date: 10/06/2009



LEGAL DESCRIPTION

BEING A 0.4456 OF ONE ACRE TRACT OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415 IN HAYS COUNTY, TEXAS, BEING THAT TRACT OF LAND CONVEYED BY A.L. DAVIS TO DRIPPING SPRINGS PUBLIC SCHOOL NO. 20 IN DEED RECORDED IN VOLUME 109, PAGE 291, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID TRACT BEING BLOCK NO. 3, W. T. CHAPMAN'S 2ND ADDITION TO THE TOWN OF DRIPPING SPRINGS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME "R", PAGE 337, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID PLAT BEING AMENDED BY PLAT RECORDED IN VOLUME "T", PAGE 426, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch galvanized iron pipe in concrete found in the west line of Old Fitzhugh Road, in the north line of that tract of land conveyed by Hays County to Dripping Springs Rural High School District in deed recorded in Volume 145, Page 491, of the Deed Records of Hays County, Texas, for the southeast corner of Block No. 5, W. T. Chapman's 2nd Addition to the Town of Dripping Springs for the southeast corner of that tract of land conveyed by D. W. Crenshaw to Dripping Springs Public School No. 20 in deed dated November 15, 1938 of record in the Deed Records of Hays County, Texas, and for the southwest corner of a 50 foot right of way, designated as Eye Street (commonly known as Old Fitzhugh Road) as delineated on said W. T. Chapman's 2nd Addition to the Town of Dripping Springs plat;

THENCE South 88°38'18" West along the south line of said Block No. 5 and north line of said Dripping Springs Rural High School District tract a distance of 100.04 feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set for the southwest corner of said Block No. 5 and the southeast corner of said Block No. 3 and the **POINT OF BEGINNING**;

THENCE South 88°42'33" West along the south line of said Block No. 3 and the north line of said Dripping Springs Rural High School District tract a distance of 93.63 (record: 100) feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set in the agreed boundary line as described in Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District recorded in Volume 775, Page 822, of the Real Property Records of Hays County, Texas, from which a 1/2 inch iron rod found in said line bears, South 03°22'47" East a distance of 40.02 feet;

THENCE along the agreed boundary line as described in said Boundary Line Agreement the following three (3) courses:

- 1: North 03°22'47" West a distance of 39.83 feet to a 1/2 inch iron rod found;
2. North 03°16'13" West a distance of 80.04 feet to a 1/2 inch iron rod with cap stamped "K&G Engineering" found;

3. North 02°41'40" West a distance of 79.96 feet to a 1/2 inch galvanized iron pipe in concrete found for the northwest corner of said Block No. 3 and said Dripping Springs Public School District No. 20 tract, and for the southwest corner of Block No. 4 of said W. T. Chapman's 2nd Addition to the Town of Dripping Springs and southwest corner of that tract of land conveyed by Dripping Springs Independent School District to Bradley Davis in deed recorded in Volume 809, Page 396, of the Real Property Records of Hays County, Texas, from which a 1/2 inch galvanized iron pipe in concrete found for the northwest corner of said Davis tract and the terminus point of said boundary line agreement bears, North 01°24'51" West a distance of 86.51 feet;

THENCE North 88°32'36" East along the north line of said Block No. 3 and said Dripping Springs Public School District No. 20 tract and the south line of said Block No. 4 and said Davis tract a distance of 100.05 feet to a 1/2 inch galvanized iron pipe in concrete found for the northeast corner of said Block No. 3, the northwest corner of said Block No. 5, the southeast corner of said Davis tract and the southwest corner of that tract of land conveyed to Carole G. Howard in deed recorded in Volume 1328, Page 48, of the Official Public Records of Hays County, Texas;

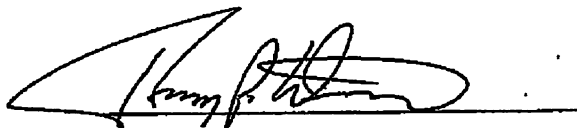
THENCE South 01°13'20" East along the east line said Block No. 3 and the west line of said Block No. 5 a distance of 200.02 feet to the POINT OF BEGINNING, containing 0.4456 of one acre of land, more or less, within this metes and bounds. .

Bearing Reference: South line of the Rambo Tract as described in Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District recorded in Volume 775, Page 822, of the Deed Records of Hays County, Texas. (North 88°29'40" East)

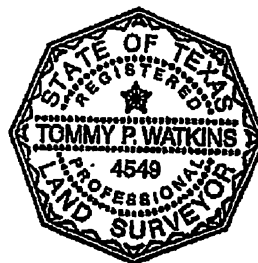
Reference is herein made to the plat accompanying this metes and bounds description.

I certify that this description was prepared from the results of a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.



Tommy P. Watkins
Registered Professional Land Surveyor No. 4549
Date: 10/06/2003



LEGAL DESCRIPTION

BEING A 0.4597 OF ONE ACRE TRACT OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415 IN HAYS COUNTY, TEXAS, BEING THAT TRACT OF LAND CONVEYED BY D. W. CRENSHAW TO DRIPPING SPRINGS PUBLIC SCHOOL NO. 20 IN DEED FILED FOR RECORD NOVEMBER 15, 1938 AND RECORDED IN THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID TRACT BEING BLOCK NO. 5, W. T. CHAPMAN'S 2ND ADDITION TO THE TOWN OF DRIPPING SPRINGS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME "R", PAGE 337, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID PLAT BEING AMENDED BY PLAT RECORDED IN VOLUME "T", PAGE 426, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch galvanized iron pipe in concrete found in the west line of Old Fitzhugh Road, in the north line of that tract of land conveyed by Hays County to Dripping Springs Rural High School District in deed recorded in Volume 145, Page 491, of the Deed Records of Hays County, Texas, for the southeast corner of said Block No. 5, and for the southwest corner of a 50 foot right of way, designated as Ewe Street (commonly known as Old Fitzhugh Road) as delineated on said W. T. Chapman's 2nd Addition to the Town of Dripping Springs plat;

THENCE South 88°38'18" West along the south line of said Block No. 5 and north line of said Dripping Springs Rural High School District tract a distance of 100.04 feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set for the southwest corner of said Block No. 5 and the southeast corner of Block No. 3 of said W. T. Chapman's 2nd Addition to the Town of Dripping Springs conveyed to Dripping Springs Public School No. 20 in deed recorded in Volume 109, Page 291, of the Deed Records of Hays County, Texas;

THENCE North 01°13'20" West along the west line said Block No. 5 and the east line of said Block No. 3 a distance of 200.02 feet to a 1/2 inch galvanized iron pipe in concrete found for the northwest corner of said Block No. 5, the northeast corner of said Block No. 3, the southeast corner of that tract of land conveyed by Dripping Springs Independent School District to Bradley Davis in deed recorded in Volume 809, Page 396, of the Real Property Records of Hays County, Texas, and the southwest corner of that tract of land conveyed to Carole G. Howard in deed recorded in Volume 1328, Page 48, of the Official Public Records of Hays County, Texas;

THENCE North 88°40'58" East along the north line said Block No. 5 and the south line of said Block No. 4 and said Howard tract a distance of 100.23 feet to a calculated point in the west line of said Ewe Street (commonly known as Old Fitzhugh Road), from which a 1/2 inch iron rod found for reference bears North 88°38'18" East a distance of 1.23 feet;

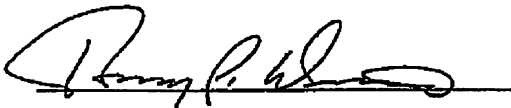
THENCE South $01^{\circ}10'06''$ East along the east line of said Block No. 5 and the west line of said Eve Street (commonly known as Old Fitzhugh Road) a distance of 199.94 feet to the **POINT OF BEGINNING** containing 0.4597 of one acre of land, more or less, within this metes and bounds.

Bearing Reference: South line of that tract of said Rambo Tract as described in Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District recorded in Volume 775, Page 822, of the Deed Records of Hays County, Texas. (North $88^{\circ}29'40''$ East)

Reference is herein made to the plat accompanying this metes and bounds description.

I certify that this description was prepared from the results of a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.



Tommy P. Watkins
Registered Professional Land Surveyor No. 4549
Date: 10/06/2009

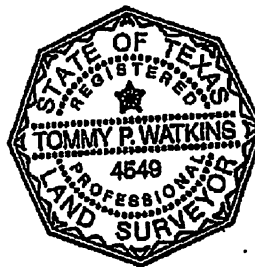


EXHIBIT B

GENERAL WARRANTY DEED
(EXCHANGE DEED)

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HAYS

§

THAT THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, a general laws municipality ("Grantor"), for and in consideration of the exchange of the Property (hereinafter defined) of even date herewith for that certain real property owned by DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT ("Grantee") and located in Hays County, Texas, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, the real property containing 14.67 acres, more or less, and being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property").

This conveyance, however, is made and accepted expressly subject to any and all easements, rights-of-way and prescriptive rights, whether of record or not; all recorded restrictions, reservations, encumbrances, covenants, conditions, oil and gas leases and mineral reservations if any, relating to or affecting the Property; rights of adjoining owners in any walls and fences situated along a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

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 itself and its 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 11th day of November, 2009.

"GRANTOR"

The City of Dripping Springs, Hays County, Texas
A general laws municipality

By: 

Name: Bill Foulds

Title: Mayor Pro Tem

Grantee's Address:

510 W. Mercer

P O Box 479

Dripping Springs, Texas 78620

STATE OF TEXAS
COUNTY OF HAYS

14.67 ACRES
PHILLIP A. SMITH SURVEY

A DESCRIPTION OF A 14.67 ACRE TRACT OF LAND OUT OF THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, HAYS COUNTY, TEXAS, SAID 14.67 ACRES BEING ALL OF CALLED 14.68 ACRE TRACT OF LAND DESCRIBED IN A DEED CONVEYED TO THE CITY OF DRIPPING SPRINGS, TEXAS, IN VOLUME 1878, PAGE 628, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 14.67 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS;

BEGINNING at a ½ inch iron rod found for the southeast corner of the herein described 14.67 acre tract of land, said iron rod being the northeast corner of a called 4.03 acre tract of land described in a Special Warranty Deed to The City Of Dripping Springs, Texas, recorded in Volume 1878, Page 624, Official Public Records of Hays County, Texas, said iron rod also being in the west line of a called 45.53 acre tract of land described in a Warranty Deed to Dripping Springs Independent School District, recorded in Volume 2953, Page 181, Official Public Records of Hays County, Texas;

THENCE S 89°13'51"W, with the north line of said 4.03 acre tract, and the south line of the herein described 14.67 acre tract of land, a distance of 756.86 feet to a ½ inch iron rod set with cap for the southwest corner of the herein described 14.67 acre tract of land, said iron rod also being the southeast corner of Lot 1, Block "D", Hidden Springs Ranch Section II, a subdivision recorded in Book 14, Page 69, Plat Records of Hays County, Texas;

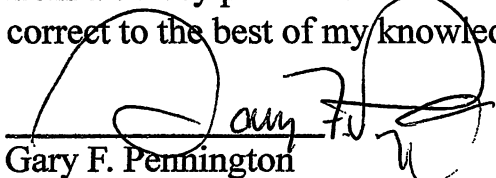
THENCE N 00°16'10"W, with the west line of the herein described 14.67 acre tract of land, and the east line of said Lot 1, a distance of 520.00 feet to a ½ inch iron rod set with cap for the point of curvature in the west line of the herein described 14.67 acre tract of land;

THENCE along the arc of a curve to the right, a distance of 353.85 feet, said curve having a radius of 645.00 feet, a chord bearing of N 15°29'57"E, and distance of 349.43 feet to a calculated point for the northwest corner of the herein described 14.67 acre tract of land, said point also being in the south line of Lot 27, Block "B", of said Hidden Springs Ranch Section II;

THENCE N 88°50'32"E, with the north line of the herein described 14.67 acre tract of land, and the southern line of said Hidden Springs Ranch Section II, a distance of 662.47 feet to a ½ inch iron rod found in the west line of said 45.53 acre tract, for the northeast corner of the herein described 14.67 acre tract of land;

THENCE S 00°14'06"E, with the east line of the herein described 14.67 acre tract of land, and the west line of said 45.53 acre tract, a distance of 859.94 feet to the **POINT OF BEGINNING** containing 14.67 acres of land.

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 November of 2009, and is true and correct to the best of my knowledge and belief.

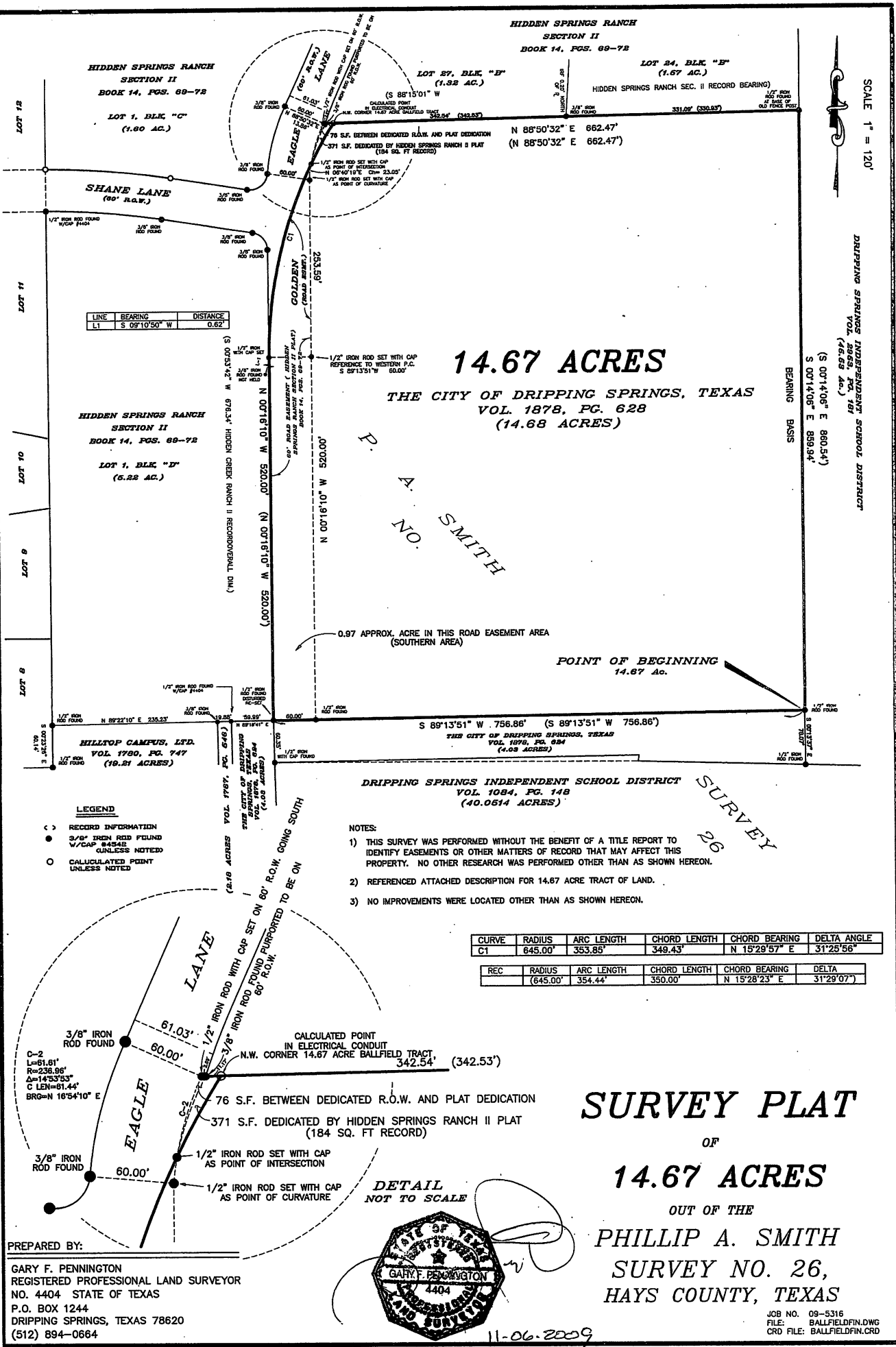

Gary F. Pennington

Registered Professional Land Surveyor
No. 4404- State of Texas

P.O. Box 1244, Dripping Springs, Texas 78620, (512) 894-0664

11-06-2009
Date





SCALE 1" = 120'

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT
VOL. 1084, PG. 148
(40.0614 ACRES)

BEARING BASIS

SURVEY PLAT
OF
14.67 ACRES
OUT OF THE
PHILLIP A. SMITH
SURVEY NO. 26,
HAYS COUNTY, TEXAS

JOB NO. 09-5316
FILE: BALLFIELD.DWG
CRD FILE: BALLFIELDIN.CRD

EXHIBIT C

GENERAL WARRANTY DEED
(EXCHANGE DEED)

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

THAT THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, a general laws municipality ("Grantor"), for and in consideration of the exchange of the Property (hereinafter defined) of even date herewith for that certain real property owned by DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT ("Grantee") and located in Hays County, Texas, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, the real property containing 1.12 acres, more or less, and being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property").


This conveyance, however, is made and accepted expressly subject to any and all easements, rights-of-way and prescriptive rights, whether of record or not; all recorded restrictions, reservations, encumbrances, covenants, conditions, oil and gas leases and mineral reservations if any, relating to or affecting the Property; rights of adjoining owners in any walls and fences situated along a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

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 itself and its 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 11th day of November, 2009.

"GRANTOR"

The City of Dripping Springs, Hays County, Texas
A general laws municipality

By: 
Name: Bill Foulds
Title: Mayor Pro Tem

Grantee's Address:
510 W. Mercer
P O Box 479
Dripping Springs, Texas 78620

**STATE OF TEXAS
COUNTY OF HAYS**

**1.12 ACRES
PHILLIP A. SMITH SURVEY**

A DESCRIPTION OF A 1.12 ACRE TRACT OF LAND OUT OF THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, HAYS COUNTY, TEXAS, SAID 1.12 ACRES BEING A PORTION OF A CALLED 4.03 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED CONVEYED TO THE CITY OF DRIPPING SPRINGS, TEXAS, IN VOLUME 1878, PAGE 624, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 1.12 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS;

BEGINNING at a ½ inch iron rod found for the northeast corner of the herein described 1.12 acre tract of land, said iron rod being the southeast corner of a called 14.68 acre tract of land described in a Special Warranty Deed to The City Of Dripping Springs, Texas, recorded in Volume 1878, Page 628, Official Public Records of Hays County, Texas, said iron rod also being in the west line of a called 45.53 acre tract of land described in a Warranty Deed to Dripping Springs Independent School District, recorded in Volume 2953, Page 181, Official Public Records of Hays County, Texas;

THENCE S 00°13'37"E, with the east line of the herein described 1.12 acre tract of land, and the west line of said 45.53 acre tract, a distance of 78.07 feet to a ½ inch iron rod found for the southeast corner of the herein described 1.12 acre tract of land, from which a ½ inch iron rod found (origin unknown) bears, S 85°20'22"W, a distance of 6.06 feet for reference, said ½ inch iron rod found (southeast corner of herein described 1.12 acre tract of land) also being in the north line of a called 40.0514 acre tract of land described in a deed to Dripping Springs Independent School District, recorded in Volume 1084, Page 148, Official Public Records of Hays County, Texas;

THENCE N 88°29'53"W, with the south line of the herein described 1.12 acre tract of land and the north line of said 40.0514 acre tract, a distance of 238.29 feet to a 60d nail found in wood fence post for an angle point in the south line of the herein described 1.12 acre tract of land;

THENCE with the south line of the herein described 1.12 acre tract of land and a south line of said 4.03 acre parent tract, the following two (2) courses and distances:

- 1) N 07°26'59"E, a distance of 8.69 feet to a 60d nail found in wood fence post, and
- 2) S 89°11'45"W, a distance of 518.56 feet to a ½ inch iron rod found for the southwest corner of the herein described 1.12 acre tract of land;

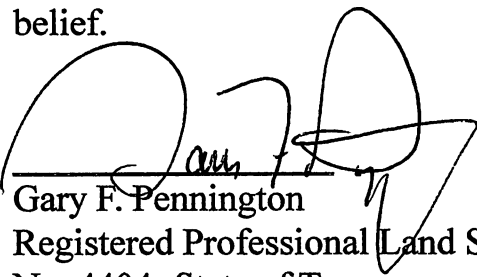
THENCE N 01°25'55"W, crossing said 4.03 acre parent tract, leaving the north line of said 40.0514 acre tract, and with the west line of the herein described 1.12 acre tract of land, a distance of 60.35 feet to a ½ inch iron rod found for the northwest corner of the herein described 1.12 acre tract of land, said iron rod being

the southwest corner of said 14.68 acre tract, said iron rod also being the southeast corner of Lot 1, Blk. "D", Hidden Springs Ranch Section II, a subdivision recorded in Book 14, Page 69, Plat Records of Hays County, Texas;

THENCE N 89°13'51"E, with the north line of the herein described 1.12 acre tract of land and the south line of said 14.68 acre tract, a distance of 756.86 feet to the **POINT OF BEGINNING** containing 1.12 acres of land.

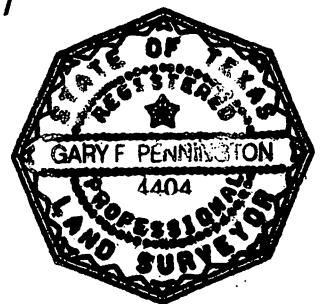
Bearing Basis for the herein described 1.12 acre tract of land is the east line of said 14.68 acre tract, having a bearing of N 00°14'06"W, and a distance of 859.94 feet.

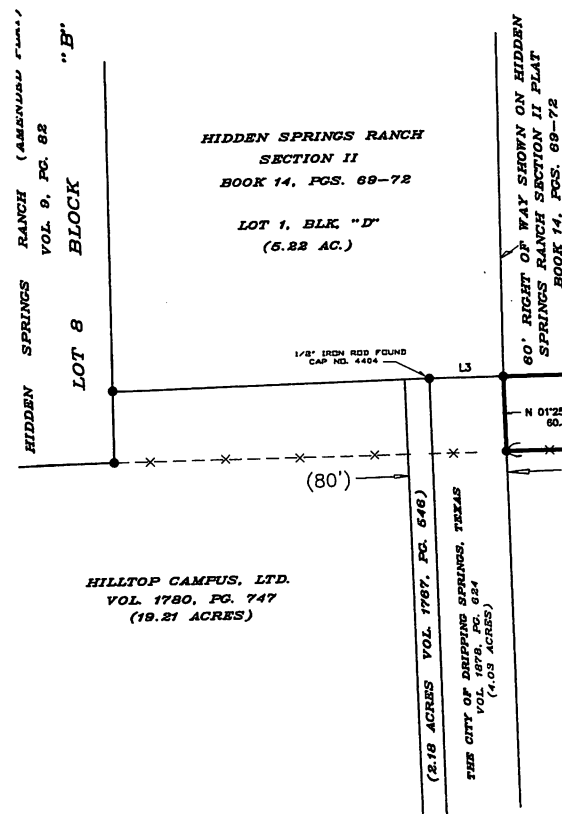
I, Gary F. Pennington, do hereby certify that this description and associated survey plat was prepared from a survey performed under my direction and supervision during November of 2009, and is true and correct to the best of my knowledge and belief.



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

11-09-2009
Date





LEGEND

- () RECORD INFORMATION
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- WIRE FENCE

SCALE 1" = 100'

LINE	BEARING	DISTANCE
L1	N 07°26'59" E	8.69'
REC	N 09°32'41" E	8.62'
L2	S 00°13'37" E	78.07'
REC	S 00°14'06" E	78.02'
L3	S 89°18'41" W	59.99'
REC	N 89°13'51" E	60.00'

NOTES:

- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT TO IDENTIFY EASEMENTS OR OTHER MATTERS OF RECORD THAT MAY AFFECT THIS PROPERTY. NO OTHER RESEARCH WAS PERFORMED OTHER THAN AS SHOWN HEREON.
- REFERENCED ATTACHED DESCRIPTION FOR 1.12 ACRE TRACT OF LAND.
- NO IMPROVEMENTS WERE LOCATED OTHER THAN AS SHOWN HEREON.

SURVEY PLAT OF **1.12 ACRES** OUT OF THE **PHILLIP A. SMITH** **SURVEY NO. 26** **HAYS COUNTY, TEXAS**

SURVEY
26

CERTIFICATION

I, GARY F. PENNINGTON, DO HEREBY CERTIFY THAT THIS PLAT WAS PERFORMED FROM A SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION DURING NOVEMBER 2009, OF THE PROPERTY SHOWN HEREON AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

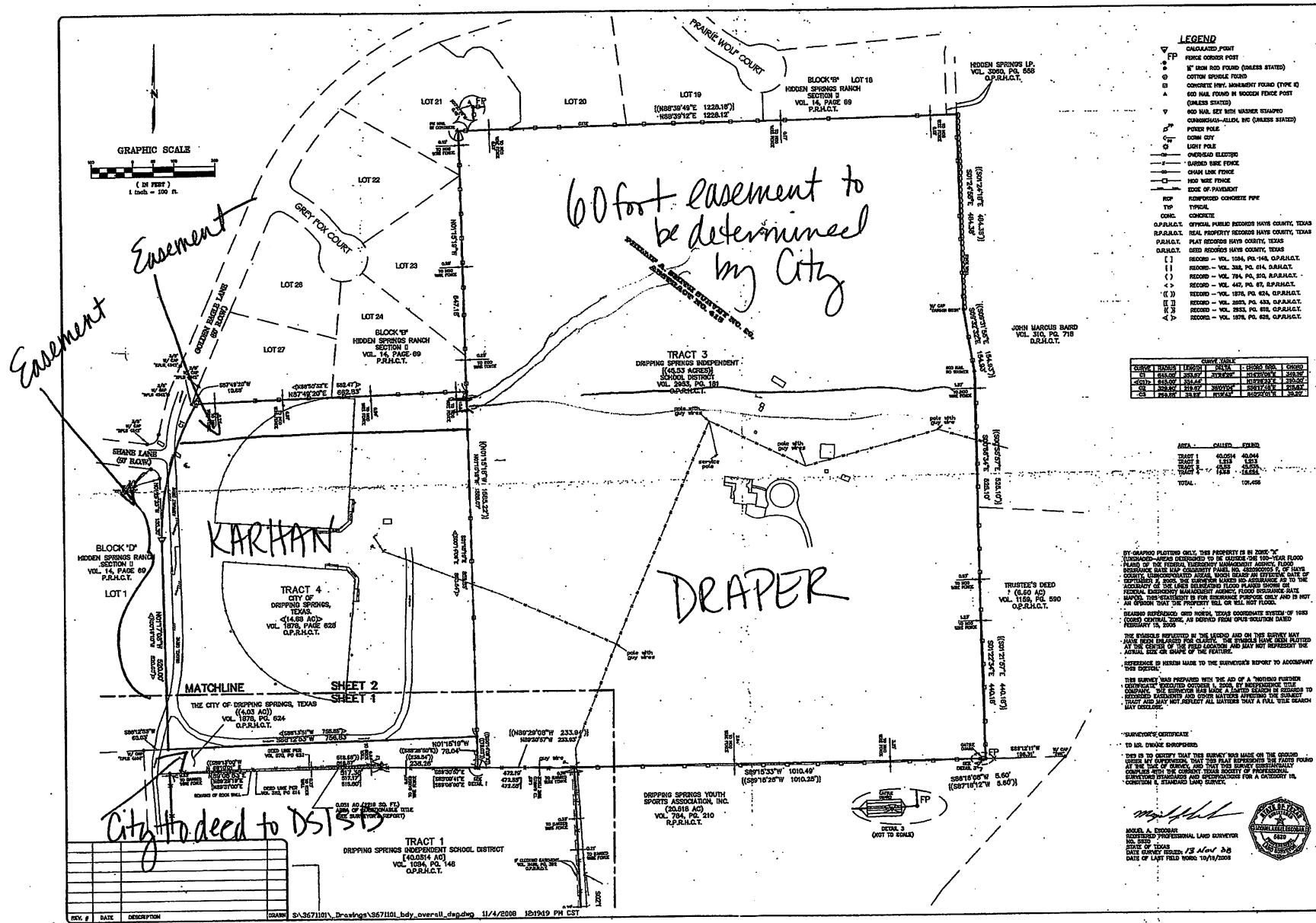
GARY F. PENNINGTON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4404 STATE OF TEXAS
P.O. BOX 1244
DRIPPING SPRINGS, TEXAS 78620
(512) 894-0664

09.11.2009



JOB NO. 09-5316
FILE: CITYBALLSTRIP.DWG
CRD FILE: CITYBALLSTRIP.CRD
UPDATED NOV. 9, 2009 (ROTATED TO 14.67 ACRE TRACT)

EXHIBIT D



DATE
11-03-08

Box Cave Road, Studio 202
Austin, Texas 78746-6819
Tel.: (512) 577-2946
Fax: (512) 577-2973

CA
Birmingham | Allen
Ziegler & Associates

© COPYRIGHT 2
CUNNINGHAM-AL
B/C

[illegible]

PRODUCT No.
3671101
CAG FILE
3671101_BDY_OVI

SHEET
2 OF 2

EXHIBIT E

RIGHT OF WAY EASEMENT

60'

THE STATE OF TEXAS

§

§

COUNTY OF HAYS

§

KNOW ALL MEN BY THESE PRESENTS:

That, Dripping Springs Independent School District of the County of Hays, State of Texas, a political subdivision of the State of Texas, Acting by and through the President of the Board of Trustees, pursuant to its Resolution dated _____, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) to Grantors in hand paid by the City of Dripping Springs, Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and do by these presents Grant, Bargain, Sell and Convey unto the City of Dripping Springs, Texas an easement for road purposes of laying out, opening, constructing, operating, maintaining and reconstructing a road facility thereon, together with necessary incidentals and appurtenances thereto, in, along, upon and across the tract or parcel of land in Hays County, Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

TO HAVE AND TO HOLD the premises described in Exhibit "A" together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said City of Dripping Springs, Texas forever; and Grantor hereby binds itself, its heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement described in Exhibit "A" unto the City of Dripping

Springs, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2009.

Steve Benesh
President of the Board of Trustees

Acknowledgement

State of Texas
County of Hays

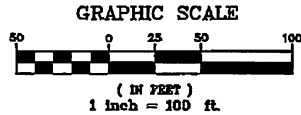
This instrument was acknowledged before me on _____
by _____.

Notary Public's Signature

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SKETCH TO ACCOMPANY DESCRIPTION

60' ROADWAY EASEMENT
SHEET 1 OF 1



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	645.00'	68.79'	6°06'37"	N27°04'02"E	68.75'
C2	645.00'	284.79'	25°17'52"	S11°21'47"W	282.48'

PHILIP A. SMITH
SURVEY NO. 28
ABSTRACT NO. 415

BLOCK "B"

HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PAGE 69
P.R.H.C.T.

DRIPPING SPRINGS
INDEPENDENT
SCHOOL DISTRICT
(45.53 ACRES)
VOL. 2953, PG. 181
O.P.R.H.C.T.

LOT 27

LOT 24

P.O.B.

60' ROADWAY
EASEMENT
(0.936 ACRES)

CITY OF
DRIPPING SPRINGS, TEXAS.
(14.88 AC)
VOL. 1878, PAGE 628
O.P.R.H.C.T.

SHANE LANE
(60' R.O.W.)

GOLDEN EAGLE LANE
(60' R.O.W.)

LOT 1
BLOCK "D"

HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PAGE 69
P.R.H.C.T.

LEGEND

- ▽ CALCULATED POINT
- 1/2" IRON ROD FOUND (UNLESS STATED)
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.R.H.C.T. PLAT RECORDS HAYS COUNTY, TEXAS

REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SKETCH.

SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. NO MONUMENTATION SET FOR CORNERS.

BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 (CORS) CENTRAL ZONE, AS DERIVED FROM OPUS SOLUTION DATED FEBRUARY 15, 2008

DISTANCES SHOWN HEREON ARE SURFACE VALUES BASED ON A SURFACE ADJUSTMENT FACTOR OF 1.00007683.
(SURFACE = GRID X SURFACE ADJUSTMENT FACTOR)

THE CITY OF DRIPPING SPRINGS, TEXAS
(4.03 AC)
VOL. 1878, PG. 624
O.P.R.H.C.T.

SURVEYED BY:

Miguel A. Escobar
MIGUEL A. ESCOBAR
REG. PROF. LAND SURVEYOR
NO. 5630
DATE: 29 Oct 09



Cunningham | Allen
Engineers • Surveyors

3103 Bee Cave Road, Suite 202

Austin, Texas 78746-6819

Tel.: (512) 327-2946

Fax: (512) 327-2973

DESCRIPTION

DESCRIPTION OF 0.936 ACRES OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 14.68 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DRIPPING SPRINGS, TEXAS, OF RECORD IN VOLUME 1878, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.936 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod, found for the northeast corner of said 14.68 acre tract, same point being in the west line of that certain called 45.53 acre tract of land described in Volume 2953, Page 181 said Official Public Records and same point being the southeast corner of Lot 24, Block B, Hidden Springs Ranch Section II, recorded in Volume 14, Page 69, of the Plat Records of Hays County, Texas, for the northeast corner of the herein described tract;

THENCE, South 01°15'19" East, with the common line of said 14.68 acre tract and said 45.53 acre tract, a distance of 60.00 feet, to a point for the southeast corner of the herein described tract, from which point a ½ inch iron rod found for the southeast corner of said 14.68 acre tract bears South 01°15'19" East a distance of 799.85 feet;

THENCE, South 87°49'20" West, parallel with and 60.00 feet south of the north line of said 14.68 acre tract of land, a distance of 695.46 feet to a point on the east right-of way line of that certain roadway known as Golden Eagle Lane dedicated by Volume 14, Page 69, said Plat Records, said east right-of-way line of Golden Eagle Lane being a curve to the right, having a radius of 645.00 feet;

THENCE, in a northeasterly direction, with said east right-of-way line of Golden Eagle Lane, an arc distance of 68.79 feet and whose chord bears North 27°04'02" East, a distance of 68.75 feet to a calculated point for the northwest corner of said 14.68 acre tract of land in the south line of Lot 27, Block B of said Hidden Springs Ranch, Section II;

Exhibit " _ "
Page 2 of 2
October 29, 2009

Easement
0.936 Acres
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

THENCE, North 87°49'20" East, with the north boundary line of said 14.68 acre tract of land, same line being a south boundary line of said Hidden Springs Ranch Section II, a distance of 662.83 feet to the POINT OF BEGINNING, containing 0.936 acres of land, more or less, within these metes and bounds.

Subject tract described herein is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone, as derived from OPUS solution dated February 15, 2008. Distances hereon are surface values based on a surface adjustment factor of 1.00007683. (Ground = Grid x Surface Adjustment Factor)

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

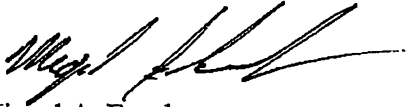

Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
State of Texas
Date: 29 Oct 09



EXHIBIT F

RIGHT OF WAY EASEMENT

25'

THE STATE OF TEXAS

§

§

COUNTY OF HAYS

§

KNOW ALL MEN BY THESE PRESENTS:

That, Dripping Springs Independent School District of the County of Hays, State of Texas, a political subdivision of the State of Texas, Acting by and through the President of the Board of Trustees, pursuant to its Resolution dated _____, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) to Grantors in hand paid by the City of Dripping Springs, Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and do by these presents Grant, Bargain, Sell and Convey unto the City of Dripping Springs, Texas an easement for road purposes of laying out, opening, constructing, operating, maintaining and reconstructing a road facility thereon, together with necessary incidentals and appurtenances thereto, in, along, upon and across the tract or parcel of land in Hays County, Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

TO HAVE AND TO HOLD the premises described in Exhibit "A" together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said City of Dripping Springs, Texas forever; and Grantor hereby binds itself, its heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement described in Exhibit "A" unto the City of Dripping

Springs, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2009.

Steve Benesh
President of the Board of Trustees

Acknowledgement

State of Texas
County of Hays

This instrument was acknowledged before me on _____
by _____.

Notary Public's Signature

B:\05560\05560-04\City Exchange\Right of Way Easement ROA to City 25 foot.doc

DESCRIPTION

DESCRIPTION OF 0.367 ACRES OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 14.68 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DRIPPING SPRINGS, TEXAS, OF RECORD IN VOLUME 1878, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.367 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said 14.68 acre tract, for the southeast corner of Lot 1, Block D, Hidden Springs Ranch, Section II according to the plat recorded in Volume 14, Page 69, Plat Records of Hays County, Texas and in the north line of that certain 4.03 acre tract of land described in deed to the City of Dripping Springs, Texas, of record in Volume 1878, Page 624 of the Official Public Records of Hays County, Texas, from which a 1/2 inch iron rod found with cap stamped "RPLS 4404" for the northwest corner of said 4.03 acre tract bears S88°12'53"W a distance of 60.03 feet;

THENCE N01°17'08"W with the common line of said 14.68 acre tract and said Lot 1, Block D a distance of 520.00 feet to a calculated point at the beginning of a curve to the right in the east right-of-way line of Golden Eagle Lane (60' R.O.W), from which point a 3/8 inch iron rod with cap stamped "RPLS 4542" found in the east line of said Lot 1, Block D and the west right-of-way line of said Golden Eagle Lane bears N01°26'23"W a distance of 155.30 feet;

THENCE with said curve to the right, having a radius distance of 645.00 feet, an arc length of 180.17 feet, a delta angle of 16°00'17" and a chord which bears N06°43'00"E, a distance of 179.59 feet to a point;

THENCE S01°17'08"E over and across said 14.68 acre tract a distance of 697.62 feet to a point in the south line of said 14.68 acre tract and the north line of said 4.03 acre tract, from which point a 1/2 inch iron rod found for the southeast corner of said 14.68 acre tract and the northeast corner of said 4.03 acre tract bears N88°12'53"E a distance of 731.83 feet;

*m45
29 Oct 09*

Exhibit " " "
Page 2 of 2
October 29, 2009

25' Roadway Easement
0.367 acres of Land
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

THENCE S88°12'53"W with the south line of said 14.68 acre tract and the north line of said 4.03 acre tract a distance of 25.00 feet to the POINT OF BEGINNING, containing 0.367 acres of land, more or less, within these metes and bounds.

Subject tract described herein is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone, as derived from OPUS solution dated February 15, 2008. Distances hereon are surface values based on a surface adjustment factor of 1.00007683. (Ground = Grid x Surface Adjustment Factor)

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

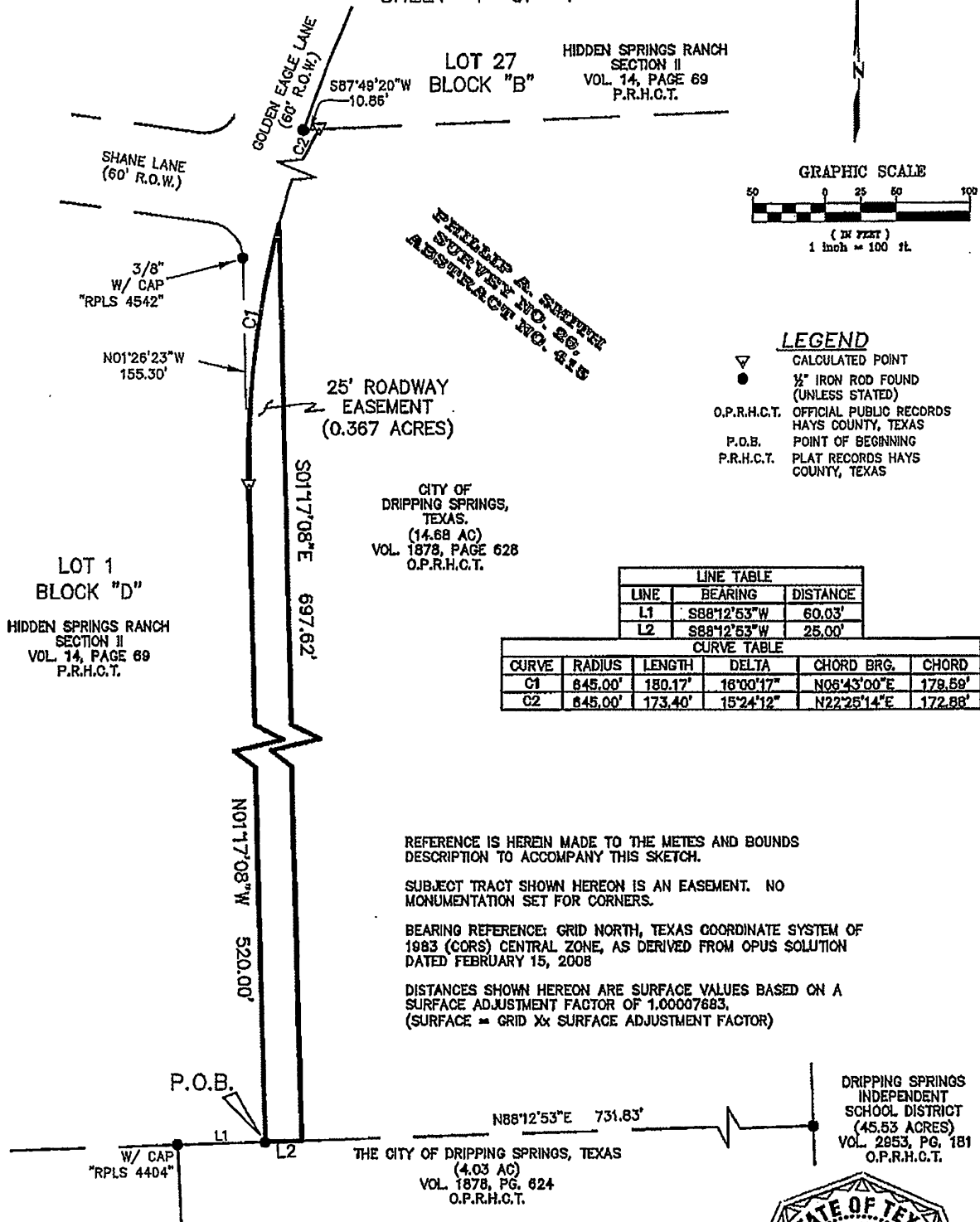


Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
State of Texas
Date: 29 Oct 09



SKETCH TO ACCOMPANY DESCRIPTION

25' ROADWAY EASEMENT
SHEET 1 OF 1



S:\4520101\Drawings\4520101_Easement_25' Roadway.dwg 10/23/2009 9:06:31 AM CDT



3103 Bee Cave Road, Suite 202
Austin, Texas 78746-6819

Cunningham | Allen

Engineers • Surveyors

Tel.: (512) 327-2946

Fax: (512) 327-2973

SURVEYED BY:

Miguel A. Escobar

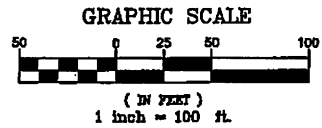
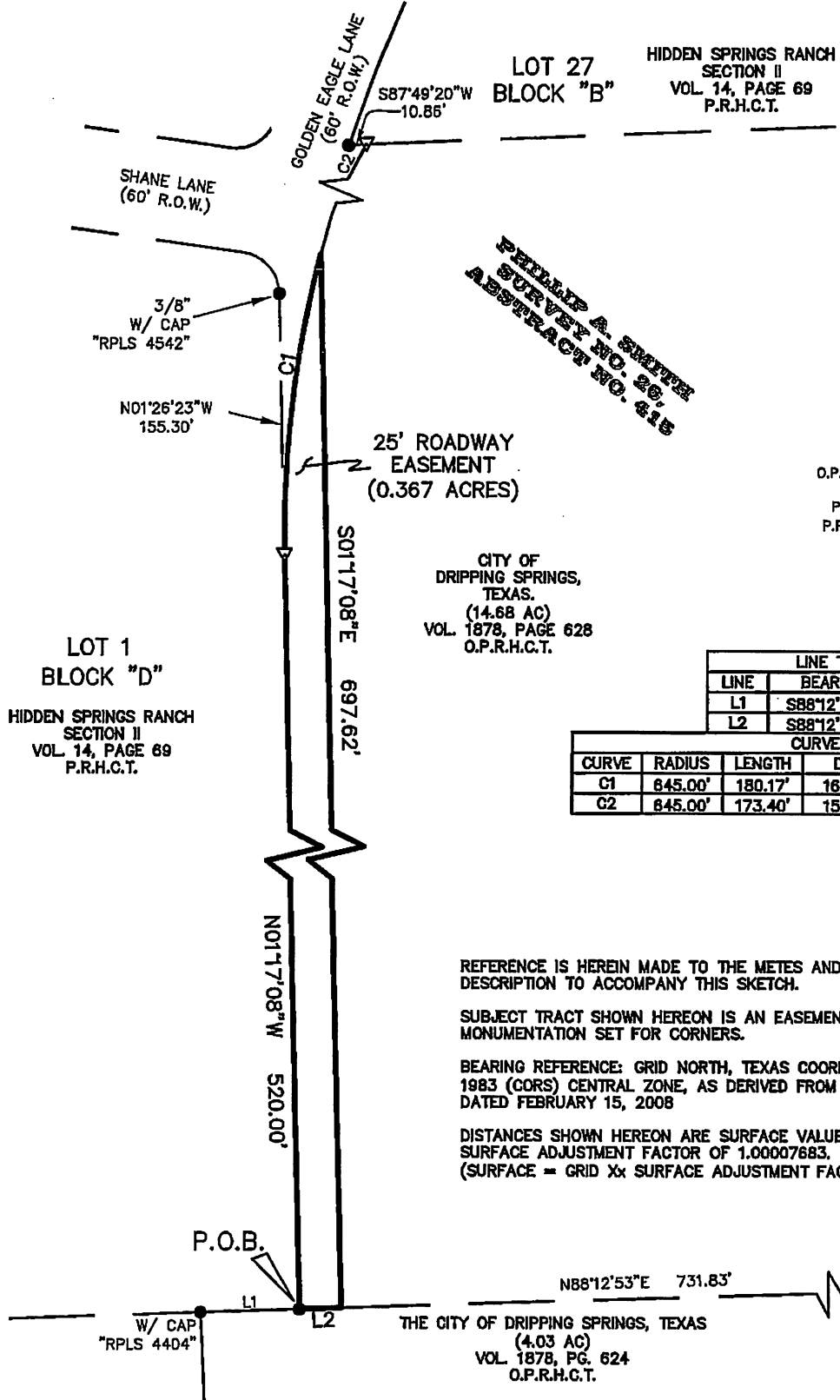
MIGUEL A. ESCOBAR
REG. PROF. LAND SURVEYOR
NO. 5630

DATE: 290209



SKETCH TO ACCOMPANY DESCRIPTION

25' ROADWAY EASEMENT
SHEET 1 OF 1



LEGEND

- ▽ CALCULATED POINT
- 1/2" IRON ROD FOUND (UNLESS STATED)
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING PLAT RECORDS HAYS COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°12'53"W	60.03'
L2	S88°12'53"W	25.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	845.00'	180.17'	16°00'17"	N06°43'00"E	179.59'
C2	845.00'	173.40'	15°24'12"	N22°25'14"E	172.88'

REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SKETCH.

SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. NO MONUMENTATION SET FOR CORNERS.

BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 (CORS) CENTRAL ZONE, AS DERIVED FROM OPUS SOLUTION DATED FEBRUARY 15, 2008

DISTANCES SHOWN HEREON ARE SURFACE VALUES BASED ON A SURFACE ADJUSTMENT FACTOR OF 1.00007683.
(SURFACE = GRID Xx SURFACE ADJUSTMENT FACTOR)

N88°12'53"E 731.83'

DRIPPING SPRINGS
INDEPENDENT
SCHOOL DISTRICT
(45.53 ACRES)
VOL. 2853, PG. 181
O.P.R.H.C.T.

THE CITY OF DRIPPING SPRINGS, TEXAS
(4.03 AC)
VOL. 1878, PG. 624
O.P.R.H.C.T.

SURVEYED BY:

MIGUEL A. ESCOBAR
REG. PROF. LAND SURVEYOR
NO. 5630
DATE: 290209



S:\4520101\Drawings\4520101_Easement_25' Roadway.dwg 10/23/2009 9:06:31 AM CDT



3103 Bee Cave Road, Suite 202

Austin, Texas 78746-6819

Cunningham | Allen

Tel.: (512) 327-2946

Engineers • Surveyors

Fax: (512) 327-2973

DESCRIPTION

DESCRIPTION OF 0.367 ACRES OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 14.68 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DRIPPING SPRINGS, TEXAS, OF RECORD IN VOLUME 1878, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.367 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said 14.68 acre tract, for the southeast corner of Lot 1, Block D, Hidden Springs Ranch, Section II according to the plat recorded in Volume 14, Page 69, Plat Records of Hays County, Texas and in the north line of that certain 4.03 acre tract of land described in deed to the City of Dripping Springs, Texas, of record in Volume 1878, Page 624 of the Official Public Records of Hays County, Texas, from which a 1/2 inch iron rod found with cap stamped "RPLS 4404" for the northwest corner of said 4.03 acre tract bears S88°12'53"W a distance of 60.03 feet;

THENCE N01°17'08"W with the common line of said 14.68 acre tract and said Lot 1, Block D a distance of 520.00 feet to a calculated point at the beginning of a curve to the right in the east right-of-way line of Golden Eagle Lane (60' R.O.W), from which point a 3/8 inch iron rod with cap stamped "RPLS 4542" found in the east line of said Lot 1, Block D and the west right-of-way line of said Golden Eagle Lane bears N01°26'23"W a distance of 155.30 feet;

THENCE with said curve to the right, having a radius distance of 645.00 feet, an arc length of 180.17 feet, a delta angle of 16°00'17" and a chord which bears N06°43'00"E, a distance of 179.59 feet to a point;

THENCE S01°17'08"E over and across said 14.68 acre tract a distance of 697.62 feet to a point in the south line of said 14.68 acre tract and the north line of said 4.03 acre tract, from which point a 1/2 inch iron rod found for the southeast corner of said 14.68 acre tract and the northeast corner of said 4.03 acre tract bears N88°12'53"E a distance of 731.83 feet;

*m45
24 Oct 09*

THENCE S88°12'53"W with the south line of said 14.68 acre tract and the north line of said 4.03 acre tract a distance of 25.00 feet to the POINT OF BEGINNING, containing 0.367 acres of land, more or less, within these metes and bounds.

Subject tract described herein is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone, as derived from OPUS solution dated February 15, 2008. Distances hereon are surface values based on a surface adjustment factor of 1.00007683. (Ground = Grid x Surface Adjustment Factor)

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.



Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
State of Texas
Date: 29 Oct 09



DRAINAGE EASEMENT

THE STATE OF TEXAS

§

§

COUNTY OF HAYS

§

KNOW ALL MEN BY THESE PRESENTS:

That, Dripping Springs Independent School District of the County of Hays, State of Texas, a political subdivision of the State of Texas, Acting by and through the President of the Board of Trustees, pursuant to its Resolution dated _____, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$ 10.00) to Grantors in hand paid by the City of Dripping Springs, Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, do by these presents Grant, Bargain, Sell and Convey unto the City of Dripping Springs, Texas an easement in, along, upon and across the property which is situated in the County of Hays, State of Texas, which is more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

This easement conveyed herein is for the purpose of opening, constructing and maintaining a permanent channel or drainage easement in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which the City deems necessary.

As a part of the grant hereby made it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said channel or drainage easement may be removed from said premises by the City.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its

violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

TO HAVE AND TO HOLD the premises described in Exhibit "A" for said purposes together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the City of Dripping Springs, Texas forever; and Grantor hereby binds itself, its heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement herein conveyed unto the City of Dripping Springs, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2009.

Steve Benesh
President of the Board of Trustees

Acknowledgement

State of Texas
County of Hays

This instrument was acknowledged before me on _____

by _____.

Notary Public's Signature

DESCRIPTION

DESCRIPTION OF 3,530 SQUARE FEET OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 14.68 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DRIPPING SPRINGS, TEXAS, OF RECORD IN VOLUME 1878, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 3,530 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the south line of said 14.68 acre tract, same line being the north line of that certain 4.03 acre tract of land described in deed to the City of Dripping Springs, Texas, of record in Volume 1878, Page 624 of the Official Public Records of Hays County, Texas, from which point a 1/2 inch iron rod found in the west line of that certain 45.53 acre tract of land described in deed to Dripping Springs Independent School District, of record in Volume 2953, Page 181 of the Official Public Records of Hays County, Texas for the southeast corner of said 14.68 acre tract, the northeast corner of said 4.03 acre tract bears N88°12'53"E a distance of 726.83 feet;

THENCE S88°12'53"W with the south line of said 14.68 acre tract and the north line of said 4.03 acre tract a distance of 5.00 feet to a point, from which point a 1/2 inch iron rod found in the north line of said 4.03 acre tract, for the southwest corner of said 14.68 acre tract and the southeast corner of Lot 1, Block D, Hidden Springs Ranch, Section II, according to the plat recorded in Volume 14, Page 69 of the Plat Records of Hays County, Texas bears S88°12'53"W a distance of 25.00 feet;

THENCE N01°17'08"W over and across said 14.68 acre tract a distance of 697.62 feet to a point in the east right-of-way line of Golden Eagle Lane (60' R.O.W.) dedicated by said Volume 14, Page 69 and being a curve to the right;

THENCE with said curve to the right, having a radius distance of 645.00 feet, an arc length of 17.33 feet, a delta angle of 01°32'21" and a chord which bears N15°29'18"E, a distance of 17.33 feet to a point, from which a calculated point for the northwest corner of said 14.68 acre tract and in the south line of Lot 27, Block B of said Hidden Springs Ranch, Section II bears N°23'11"25E a distance of 155.70 feet;

Exhibit " " "
Page 2 of 2
October 29, 2009

5' Easement
3,530 Square Feet of Land
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

THENCE S01°17'08"E over and across said 14.68 acre tract a distance of 714.16 feet to the POINT OF BEGINNING, containing 3,530 square feet of land, more or less, within these metes and bounds.

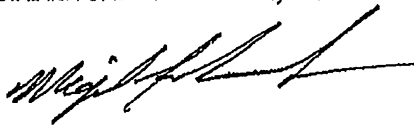
Subject tract described herein is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone, as derived from OPUS solution dated February 15, 2008. Distances hereon are surface values based on a surface adjustment factor of 1.00007683. (Ground = Grid x Surface Adjustment Factor)

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

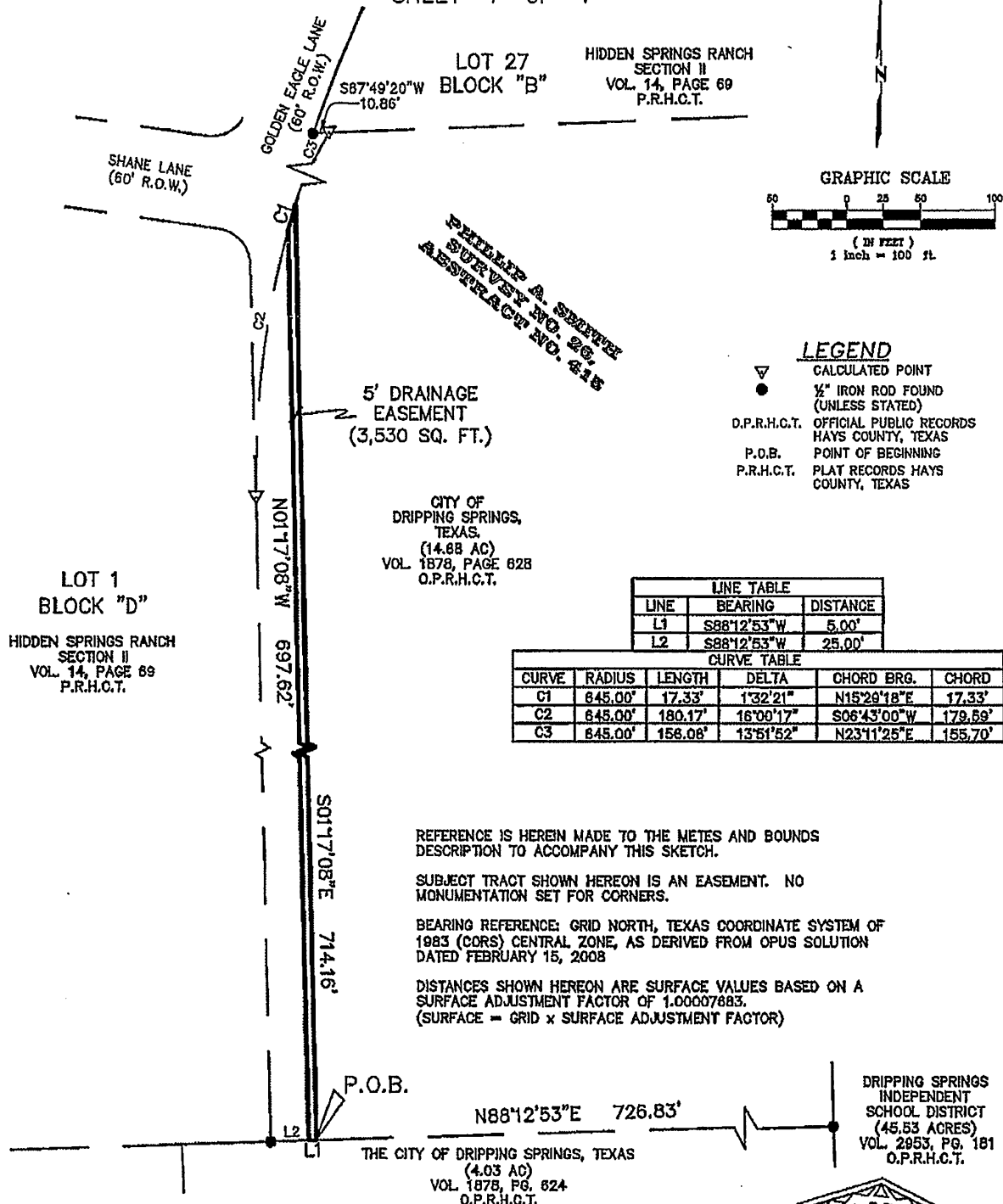


Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
State of Texas
Date: 24 Oct 09



SKETCH TO ACCOMPANY DESCRIPTION

5' DRAINAGE EASEMENT
SHEET 1 OF 1



3103 Bee Cave Road, Suite 202

Austin, Texas 78746-6819

Cunningham | Allen

Tel.: (512) 327-2946

Engineers • Surveyors

Fax: (512) 327-2973

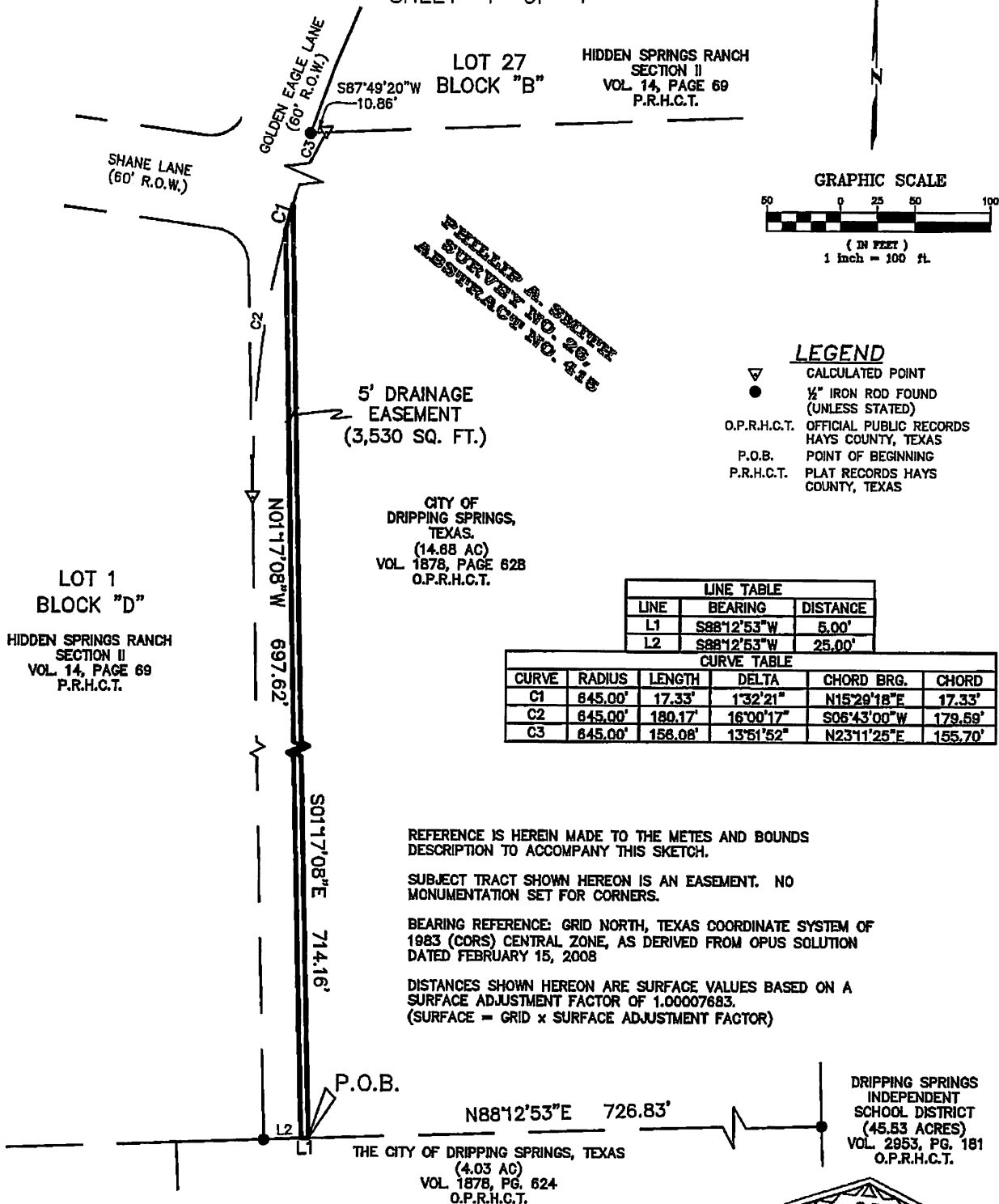
SURVEYED BY:

Miguel A. Escobar
MIGUEL A. ESCOBAR
REG. PROF. LAND SURVEYOR
NO. 5630
DATE: 29 Oct 09



SKETCH TO ACCOMPANY DESCRIPTION

5' DRAINAGE EASEMENT
SHEET 1 OF 1



S:\4520101\Drawings\4520101_Easement_5' Drainage.dwg 10/23/2009 10:53:35 AM CDT

CA 3103 Bee Cave Road, Suite 202
Austin, Texas 78746-6819
Cunningham | Allen Tel.: (512) 327-2946
Engineers • Surveyors Fax: (512) 327-2973

SURVEYED BY:

Miguel A. Escobar
MIGUEL A. ESCOBAR
REG. PROF. LAND SURVEYOR
NO. 5630
DATE: 29 Oct 09



DESCRIPTION

DESCRIPTION OF 3,530 SQUARE FEET OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 14.68 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DRIPPING SPRINGS, TEXAS, OF RECORD IN VOLUME 1878, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 3,530 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the south line of said 14.68 acre tract, same line being the north line of that certain 4.03 acre tract of land described in deed to the City of Dripping Springs, Texas, of record in Volume 1878, Page 624 of the Official Public Records of Hays County, Texas, from which point a 1/2 inch iron rod found in the west line of that certain 45.53 acre tract of land described in deed to Dripping Springs Independent School District, of record in Volume 2953, Page 181 of the Official Public Records of Hays County, Texas for the southeast corner of said 14.68 acre tract, the northeast corner of said 4.03 acre tract bears N88°12'53"E a distance of 726.83 feet;

THENCE S88°12'53"W with the south line of said 14.68 acre tract and the north line of said 4.03 acre tract a distance of 5.00 feet to a point, from which point a 1/2 inch iron rod found in the north line of said 4.03 acre tract, for the southwest corner of said 14.68 acre tract and the southeast corner of Lot 1, Block D, Hidden Springs Ranch, Section II, according to the plat recorded in Volume 14, Page 69 of the Plat Records of Hays County, Texas bears S88°12'53"W a distance of 25.00 feet;

THENCE N01°17'08"W over and across said 14.68 acre tract a distance of 697.62 feet to a point in the east right-of-way line of Golden Eagle Lane (60' R.O.W.) dedicated by said Volume 14, Page 69 and being a curve to the right;

THENCE with said curve to the right, having a radius distance of 645.00 feet, an arc length of 17.33 feet, a delta angle of 01°32'21" and a chord which bears N15°29'18"E, a distance of 17.33 feet to a point, from which a calculated point for the northwest corner of said 14.68 acre tract and in the south line of Lot 27, Block B of said Hidden Springs Ranch, Section II bears N°23'11"25E a distance of 155.70 feet;

Exhibit " _ "
Page 2 of 2
October 29, 2009

5' Easement
3,530 Square Feet of Land
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

THENCE S01°17'08"E over and across said 14.68 acre tract a distance of 714.16 feet to the POINT OF BEGINNING, containing 3,530 square feet of land, more or less, within these metes and bounds.

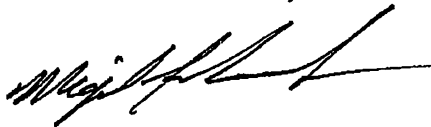
Subject tract described herein is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone, as derived from OPUS solution dated February 15, 2008. Distances hereon are surface values based on a surface adjustment factor of 1.00007683. (Ground = Grid x Surface Adjustment Factor)

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.



Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
State of Texas
Date: 29 Oct 09



EXHIBIT G

VACATION OF RIGHT-OF-WAY

STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS VACATION OF RIGHT-OF-WAY (the "Vacation") is executed by the City of Dripping Springs, Texas, a general laws municipality (the "City").

RECITALS

- A. That certain plat describing Hidden Springs Ranch, Section II located in Hays County, Texas was recorded in Volume 4, Pages 69-72, of the Plat Records of Hay County, Texas (the "Plat");
- B. The land described in the Plat (the "Property") is located within the city limits of the City;
- C. On the Plat, there is designated a right-of-way dedicated by the City which is contiguous to Lot 1 as sown on the Plat and located on land owned by the City (the "Right-of-Way");
- D. The City no longer needs the use of the Right-of-Way and desires to vacate the Right-of-Way from the Plat;

VACATION

The City hereby abandons and vacates the Right-of Way as follows:

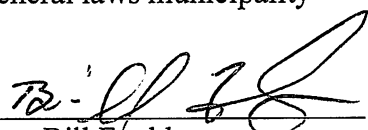
1. All references to and authority of the Right-of-Way is hereby removed, deleted and vacated from the Plat.

Except as specifically vacated herein, all other terms, conditions and covenants of the Plat, as herein modified, shall continue in full force and effect.

Dated: November 11, 2009

CITY:

The City of Dripping Springs, Texas
A general laws municipality

By: 
Name: Bill Foulds
Title: Mayor Pro Tem

STATE OF TEXAS

§

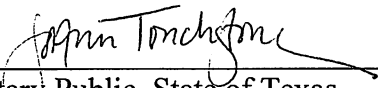
§

COUNTY OF HAYS

§

This instrument was acknowledged before me on this 11th day of November, 2009 by Bill Foulds, as Mayor Pro Tem of the City of Dripping Springs, Texas, a Texas general law[§] municipality, on behalf of said municipality.

jm


Notary Public, State of Texas

My Commission expires: 10/03/2011

SCALE 1" = 120'

DIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT
VOL. 1863, PG. 181
(46.69 AC.)

(S 00°14'06" E 860.54')
S 00°14'06" E 859.94'
BEARING BASIS

HIDDEN SPRINGS RANCH
SECTION II
BOOK 14, PGS. 69-72

HIDDEN SPRINGS RANCH
SECTION II
BOOK 14, PGS. 69-72

LOT 1, BLK. "C"
(1.80 AC.)

LOT 27, BLK. "E"
(1.98 AC.)

LOT 24, BLK. "E"
(1.67 AC.)

HIDDEN SPRINGS RANCH SEC. II RECORD BEARING

N 88°50'32" E 662.47'
(N 88°50'32" E 662.47')

SHANE LANE
(60' R.O.W.)

LINE	BEARING	DISTANCE
L1	S 09°10'50" W	0.62'

HIDDEN SPRINGS RANCH
SECTION II
BOOK 14, PGS. 69-72

LOT 1, BLK. "D"
(5.22 AC.)

14.67 ACRES

THE CITY OF DRIPPING SPRINGS, TEXAS
VOL. 1878, PG. 628
(14.68 ACRES)

P. A. SMITH
NO. 26

0.97 APPROX. ACRE IN THIS ROAD EASEMENT AREA
(SOUTHERN AREA)

POINT OF BEGINNING
14.67 AC.

LEGEND

- RECORD INFORMATION
- 3/8" IRON ROD FOUND
- V/CAP 84548
- CALCULATED POINT UNLESS NOTED

NOTES:

- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT TO IDENTIFY EASEMENTS OR OTHER MATTERS OF RECORD THAT MAY AFFECT THIS PROPERTY. NO OTHER RESEARCH WAS PERFORMED OTHER THAN AS SHOWN HEREON.
- REFERENCED ATTACHED DESCRIPTION FOR 14.67 ACRE TRACT OF LAND.
- NO IMPROVEMENTS WERE LOCATED OTHER THAN AS SHOWN HEREON.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	645.00'	353.85'	349.43'	N 15°28'57" E	31°25'56"

REC	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
	645.00'	354.44'	350.00'	N 15°28'23" E	31°29'07"

SURVEY PLAT

OF

14.67 ACRES

OUT OF THE

PHILLIP A. SMITH
SURVEY NO. 26,
HAYS COUNTY, TEXAS

JOB NO. 09-5316
FILE: BALLFIELDIN.DWG
CRD FILE: BALLFIELDIN.CRD

PREPARED BY:

GARY F. PENNINGTON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4404 STATE OF TEXAS
P.O. BOX 1244
DRIPPING SPRINGS, TEXAS 78620
(512) 894-0664

DETAIL
NOT TO SCALE



11-06-2009

Exhibit H

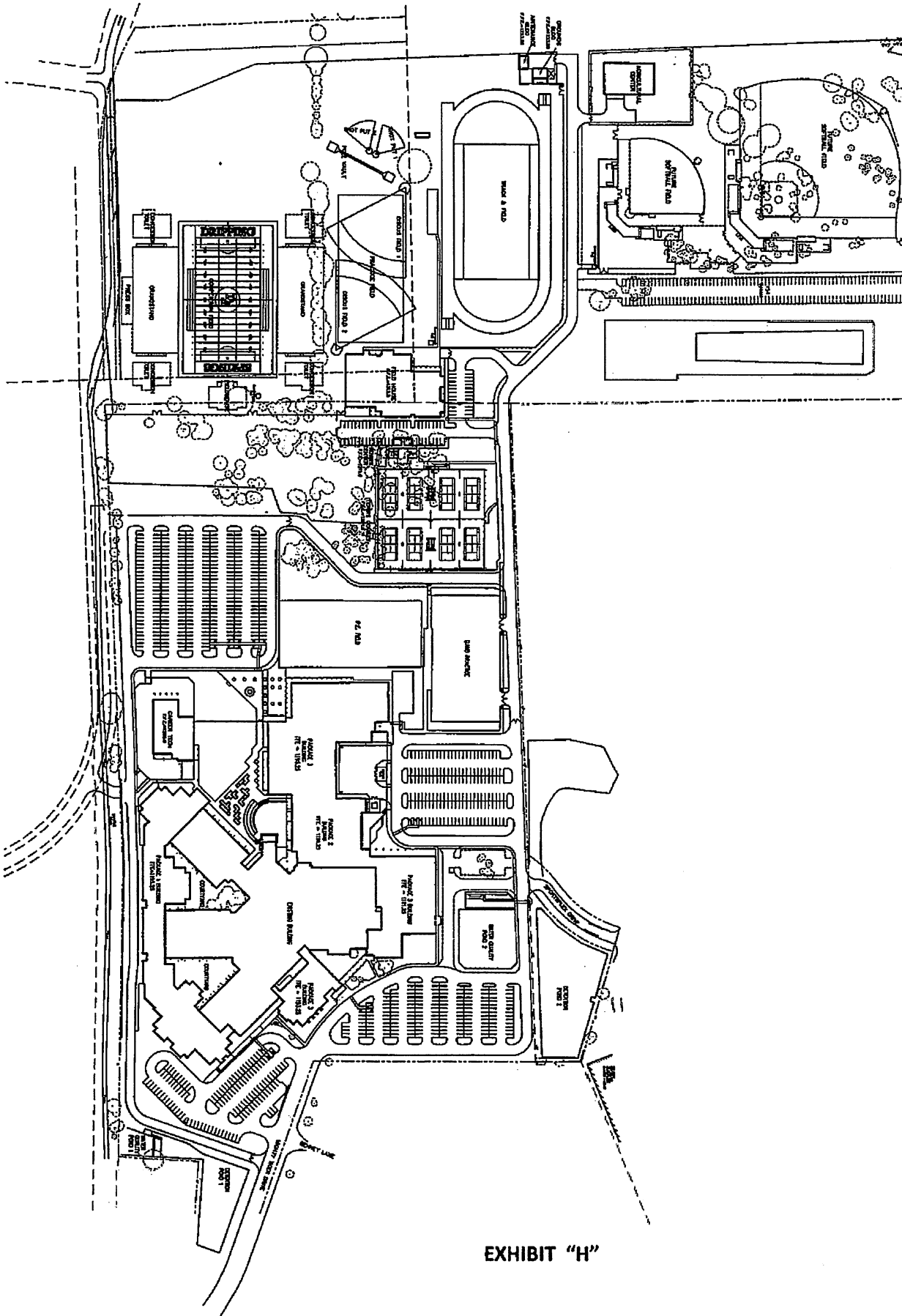


EXHIBIT "H"

Preserve

Protect

Protect

perfect

Protection = orange
construction
fence

☁ = preserve -
(1 tree)

until tree mitigation
plan is presented

EXHIBIT *gpc* I

11-10-09

COPY

VACATION OF RIGHT-OF-WAY

STATE OF TEXAS

§

COUNTY OF HAYS

§

§

THIS VACATION OF RIGHT-OF-WAY (the "Vacation") is executed by the City of Dripping Springs, Texas, a general laws municipality (the "City").

RECITALS

A. That certain plat describing Hidden Springs Ranch, Section II located in Hays County, Texas was recorded in Volume 14, Pages 69-72, of the Plat Records of Hay County, Texas (the "Plat");

B. The land described in the Plat (the "Property") is located within the city limits of the City;

C. On the Plat, there is designated a right-of-way dedicated by the City which is contiguous to Lot 1 as shown on the Plat and located on land owned by the City (the "Right-of-Way");

D. The City no longer needs the use of the Right-of-Way and desires to vacate the Right-of-Way from the Plat;

VACATION

The City hereby abandons and vacates the Right-of Way as follows:

1. All references to, and authority of, the Right-of-Way is hereby removed, deleted and vacated from the Plat, and the Right-of-Way and the use thereof is hereby removed, deleted and vacated.

Except as specifically vacated herein, all other terms, conditions and covenants of the Plat, as herein modified, shall continue in full force and effect.

Dated: 11-13-09

CITY:

The City of Dripping Springs, Texas
A general laws municipality

By: Bill Foulds

Name: Bill Foulds

Title: Mayor Pro Tem

STATE OF TEXAS

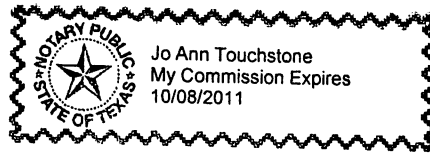
§
§
§

COUNTY OF HAYS

This instrument was acknowledged before me on this 13th day of November, 2009 by Bill Foulds, as Mayor Pro Tem of the City of Dripping Springs, Texas, a Texas general laws municipality, on behalf of said municipality.

Jo Ann Touchstone
Notary Public, State of Texas

My Commission expires: 10/08/2011



COPY

VACATION OF RIGHT-OF-WAY

STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS VACATION OF RIGHT-OF-WAY (the "Vacation") is executed by the City of Dripping Springs, Texas, a general laws municipality (the "City").

RECITALS

- A. That certain plat describing Hidden Springs Ranch, Section II located in Hays County, Texas was recorded in Volume 14, Pages 69-72, of the Plat Records of Hay County, Texas (the "Plat");
- B. The land described in the Plat (the "Property") is located within the city limits of the City;
- C. On the Plat, there is designated a right-of-way dedicated by the City which is contiguous to Lot 1 as shown on the Plat and located on land owned by the City (the "Right-of-Way");
- D. The City no longer needs the use of the Right-of-Way and desires to vacate the Right-of-Way from the Plat;

VACATION

The City hereby abandons and vacates the Right-of Way as follows:

1. All references to, and authority of, the Right-of-Way is hereby removed, deleted and vacated from the Plat, and the Right-of-Way and the use thereof is hereby removed, deleted and vacated.

Except as specifically vacated herein, all other terms, conditions and covenants of the Plat, as herein modified, shall continue in full force and effect.

Dated: 11-13-09

CITY:

The City of Dripping Springs, Texas
A general laws municipality

By: Bill Foulds

Name: Bill Foulds
Title: Mayor Pro Tem

STATE OF TEXAS

§
§
§

COUNTY OF HAYS

This instrument was acknowledged before me on this 13th day of November, 2009 by Bill Foulds, as Mayor Pro Tem of the City of Dripping Springs, Texas, a Texas general laws municipality, on behalf of said municipality.

Jo Ann Touchstone
Notary Public, State of Texas

My Commission expires: 10/08/2011



COPY

GENERAL WARRANTY DEED
(EXCHANGE DEED)

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF HAYS

§

THAT THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, a general laws municipality ("Grantor"), for and in consideration of the exchange of the Property (hereinafter defined) of even date herewith for that certain real property owned by DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT ("Grantee") and located in Hays County, Texas, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, the real property containing 14.67 acres, more or less, and being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property").

This conveyance, however, is made and accepted expressly subject to any and all easements, rights-of-way and prescriptive rights, whether of record or not; all recorded restrictions, reservations, encumbrances, covenants, conditions, oil and gas leases and mineral reservations if any, relating to or affecting the Property; rights of adjoining owners in any walls and fences situated along a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

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 itself and its 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 11th day of November, 2009.

"GRANTOR"

The City of Dripping Springs, Hays County, Texas
A general laws municipality

By: Bill Foulds

Name: Bill Foulds

Title: Mayor Pro Tem

Grantee's Address:

510 W. Mercer

P O Box 479

Dripping Springs, Texas 78620

STATE OF TEXAS

§

§

COUNTY OF HAYS

§

The foregoing instrument was acknowledged before me on the 11th day of November, 2009 by Bill Foulds, Mayor Pro Tem of the City of Dripping Springs, Hays County, Texas, a general laws municipality, on behalf of said municipality.

Jo Ann Touchstone

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: 11/08/2011

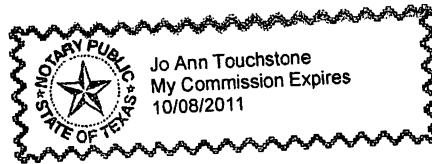


EXHIBIT "A"

STATE OF TEXAS
COUNTY OF HAYS

14.67 ACRES
PHILLIP A. SMITH SURVEY

A DESCRIPTION OF A 14.67 ACRE TRACT OF LAND OUT OF THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, HAYS COUNTY, TEXAS, SAID 14.67 ACRES BEING ALL OF CALLED 14.68 ACRE TRACT OF LAND DESCRIBED IN A DEED CONVEYED TO THE CITY OF DRIPPING SPRINGS, TEXAS, IN VOLUME 1878, PAGE 628, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 14.67 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS;

BEGINNING at a ½ inch iron rod found for the southeast corner of the herein described 14.67 acre tract of land, said iron rod being the northeast corner of a called 4.03 acre tract of land described in a Special Warranty Deed to The City Of Dripping Springs, Texas, recorded in Volume 1878, Page 624, Official Public Records of Hays County, Texas, said iron rod also being in the west line of a called 45.53 acre tract of land described in a Warranty Deed to Dripping Springs Independent School District, recorded in Volume 2953, Page 181, Official Public Records of Hays County, Texas;

THENCE S 89°13'51"W, with the north line of said 4.03 acre tract, and the south line of the herein described 14.67 acre tract of land, a distance of 756.86 feet to a ½ inch iron rod set with cap for the southwest corner of the herein described 14.67 acre tract of land, said iron rod also being the southeast corner of Lot 1, Block "D", Hidden Springs Ranch Section II, a subdivision recorded in Book 14, Page 69, Plat Records of Hays County, Texas;

THENCE N 00°16'10"W, with the west line of the herein described 14.67 acre tract of land, and the east line of said Lot 1, a distance of 520.00 feet to a ½ inch iron rod set with cap for the point of curvature in the west line of the herein described 14.67 acre tract of land;

THENCE along the arc of a curve to the right, a distance of 353.85 feet, said curve having a radius of 645.00 feet, a chord bearing of N 15°29'57"E, and distance of 349.43 feet to a calculated point for the northwest corner of the herein described 14.67 acre tract of land, said point also being in the south line of Lot 27, Block "B", of said Hidden Springs Ranch Section II;

THENCE N 88°50'32"E, with the north line of the herein described 14.67 acre tract of land, and the southern line of said Hidden Springs Ranch Section II, a distance of 662.47 feet to a ½ inch iron rod found in the west line of said 45.53 acre tract, for the northeast corner of the herein described 14.67 acre tract of land;

THENCE S 00°14'06"E, with the east line of the herein described 14.67 acre tract of land, and the west line of said 45.53 acre tract, a distance of 859.94 feet to the **POINT OF BEGINNING** containing 14.67 acres of land.

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 November of 2009, and is true and correct to the best of my knowledge and belief.


Gary F. Pennington

Registered Professional Land Surveyor

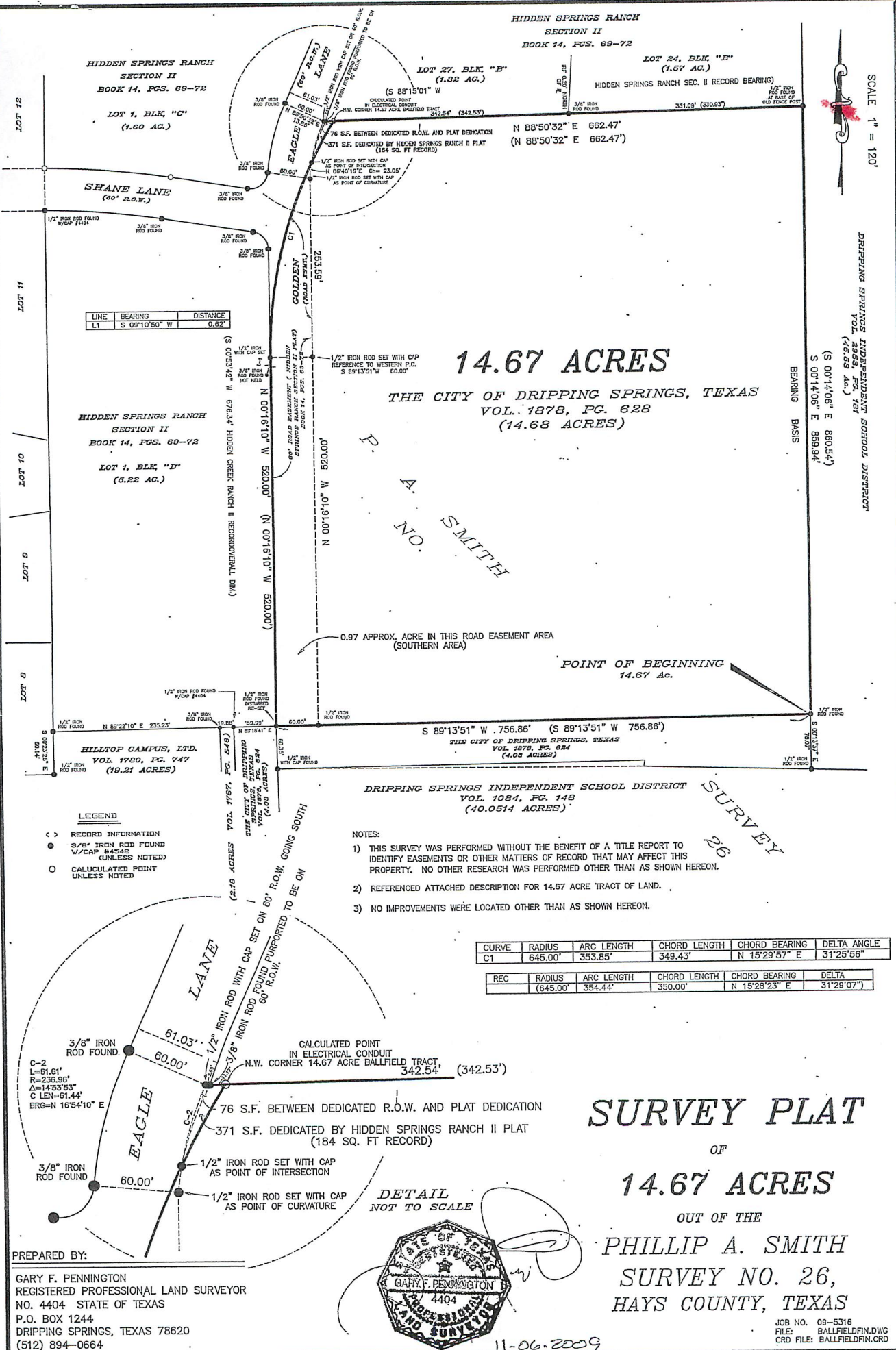
No. 4404- State of Texas

P.O. Box 1244, Dripping Springs, Texas 78620, (512) 894-0664

11-06-2009
Date



pg 1 of 2



SCALE 1" = 120'

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT
VOL. 2869, PG. 181
(16.63 AC.)
(S 00°14'06" E 860.54')
(S 00°14'06" E 869.94')

14.67 ACRES

THE CITY OF DRIPPING SPRINGS, TEXAS
VOL. 1878, PG. 628
(14.68 ACRES)

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT
VOL. 1084, PG. 148
(40.0514 ACRES)

LEGEND
● RECORD INFORMATION
● 3/8" IRON ROD FOUND
V/CAP #4542
(UNLESS NOTED)
○ CALCULATED POINT
UNLESS NOTED

- NOTES:
- 1) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT TO IDENTIFY EASEMENTS OR OTHER MATTERS OF RECORD THAT MAY AFFECT THIS PROPERTY. NO OTHER RESEARCH WAS PERFORMED OTHER THAN AS SHOWN HEREON.
 - 2) REFERENCED ATTACHED DESCRIPTION FOR 14.67 ACRE TRACT OF LAND.
 - 3) NO IMPROVEMENTS WERE LOCATED OTHER THAN AS SHOWN HEREON.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	645.00'	353.85'	349.43'	N 15°29'57" E	31°25'56"

REC	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
	(645.00')	354.44'	350.00'	N 15°28'23" E	31°29'07"

SURVEY PLAT

OF

14.67 ACRES

OUT OF THE

PHILLIP A. SMITH
SURVEY NO. 26,
HAYS COUNTY, TEXAS

DETAIL
NOT TO SCALE



PREPARED BY:
GARY F. PENNINGTON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4404 STATE OF TEXAS
P.O. BOX 1244
DRIPPING SPRINGS, TEXAS 78620
(512) 894-0664

JOB NO. 09-5316
FILE: BALLFIELD.FIN.DWG
CRD FILE: BALLFIELD.FIN.CRD

11-06-2009

P1272

COPY

GENERAL WARRANTY DEED
(EXCHANGE DEED)

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HAYS

§

THAT THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, a general laws municipality ("Grantor"), for and in consideration of the exchange of the Property (hereinafter defined) of even date herewith for that certain real property owned by DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT ("Grantee") and located in Hays County, Texas, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, the real property containing 1.12 acres, more or less, and being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property").

This conveyance, however, is made and accepted expressly subject to any and all easements, rights-of-way and prescriptive rights, whether of record or not; all recorded restrictions, reservations, encumbrances, covenants, conditions, oil and gas leases and mineral reservations if any, relating to or affecting the Property; rights of adjoining owners in any walls and fences situated along a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

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 itself and its 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 11th day of November, 2009.

"GRANTOR"

The City of Dripping Springs, Hays County, Texas
A general laws municipality

By: Bill Foulds

Name: Bill Foulds

Title: Mayor Pro Tem

Grantee's Address:

510 W. Mercer

P O Box 479

Dripping Springs, Texas 78620

STATE OF TEXAS

§

§

COUNTY OF HAYS

§

The foregoing instrument was acknowledged before me on the 11th day of November, 2009 by Bill Fields, Mayor Pro Tem of the City of Dripping Springs, Hays County, Texas, a general laws municipality, on behalf of said municipality.

Jo Ann Touchstone
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: 10/08/2011



EXHIBIT "A"

STATE OF TEXAS
COUNTY OF HAYS

1.12 ACRES
PHILLIP A. SMITH SURVEY

A DESCRIPTION OF A 1.12 ACRE TRACT OF LAND OUT OF THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, HAYS COUNTY, TEXAS, SAID 1.12 ACRES BEING A PORTION OF A CALLED 4.03 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED CONVEYED TO THE CITY OF DRIPPING SPRINGS, TEXAS, IN VOLUME 1878, PAGE 624, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 1.12 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS;

BEGINNING at a ½ inch iron rod found for the northeast corner of the herein described 1.12 acre tract of land, said iron rod being the southeast corner of a called 14.68 acre tract of land described in a Special Warranty Deed to The City Of Dripping Springs, Texas, recorded in Volume 1878, Page 628, Official Public Records of Hays County, Texas, said iron rod also being in the west line of a called 45.53 acre tract of land described in a Warranty Deed to Dripping Springs Independent School District, recorded in Volume 2953, Page 181, Official Public Records of Hays County, Texas;

THENCE S 00°13'37"E, with the east line of the herein described 1.12 acre tract of land, and the west line of said 45.53 acre tract, a distance of 78.07 feet to a ½ inch iron rod found for the southeast corner of the herein described 1.12 acre tract of land, from which a ½ inch iron rod found (origin unknown) bears, S 85°20'22"W, a distance of 6.06 feet for reference, said ½ inch iron rod found (southeast corner of herein described 1.12 acre tract of land) also being in the north line of a called 40.0514 acre tract of land described in a deed to Dripping Springs Independent School District, recorded in Volume 1084, Page 148, Official Public Records of Hays County, Texas;

THENCE N 88°29'53"W, with the south line of the herein described 1.12 acre tract of land and the north line of said 40.0514 acre tract, a distance of 238.29 feet to a 60d nail found in wood fence post for an angle point in the south line of the herein described 1.12 acre tract of land;

THENCE with the south line of the herein described 1.12 acre tract of land and a south line of said 4.03 acre parent tract, the following two (2) courses and distances:

- 1) N 07°26'59"E, a distance of 8.69 feet to a 60d nail found in wood fence post, and
- 2) S 89°11'45"W, a distance of 518.56 feet to a ½ inch iron rod found for the southwest corner of the herein described 1.12 acre tract of land;

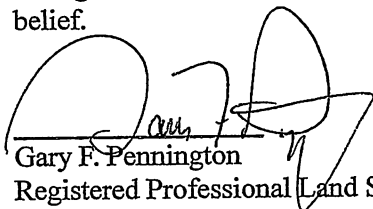
THENCE N 01°25'55"W, crossing said 4.03 acre parent tract, leaving the north line of said 40.0514 acre tract, and with the west line of the herein described 1.12 acre tract of land, a distance of 60.35 feet to a ½ inch iron rod found for the northwest corner of the herein described 1.12 acre tract of land, said iron rod being

the southwest corner of said 14.68 acre tract, said iron rod also being the southeast corner of Lot 1, Blk. "D", Hidden Springs Ranch Section II, a subdivision recorded in Book 14, Page 69, Plat Records of Hays County, Texas;

THENCE N 89°13'51"E, with the north line of the herein described 1.12 acre tract of land and the south line of said 14.68 acre tract, a distance of 756.86 feet to the **POINT OF BEGINNING** containing 1.12 acres of land.

Bearing Basis for the herein described 1.12 acre tract of land is the east line of said 14.68 acre tract, having a bearing of N 00°14'06"W, and a distance of 859.94 feet.

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 November of 2009, and is true and correct to the best of my knowledge and belief.

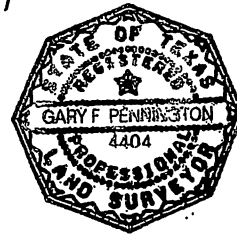

Gary F. Pennington

Registered Professional Land Surveyor

No. 4404- State of Texas

P.O. Box 1244, Dripping Springs, Texas 78620, (512) 894-0664

11-09-2009
Date



HIDDEN SPRINGS RANCH (AMENDED PLAT)
VOL. 9, PG. 82
"B"
LOT 8
BLOCK

HIDDEN SPRINGS RANCH
SECTION II
BOOK 14, PGS. 69-72
LOT 1, BLK. "D"
(5.22 AC.)

60' RIGHT OF WAY SHOWN ON HIDDEN
SPRINGS RANCH SECTION II PLAT
BOOK 14, PGS. 69-72

CITY OF DRIPPING SPRINGS
VOL. 1878, PG. 628
(14.68 ACRES)

THE CITY OF DRIPPING SPRINGS, TEXAS
VOL. 1878, PG. 624
(4.03 ACRES)

1.12 ACRES

POINT OF BEGINNING
1.12 ACRES

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT
VOL. 2953, PG. 181
(45.53 AC.)

HILLTOP CAMPUS, LTD.
VOL. 1780, PG. 747
(19.21 ACRES)

(2.18 ACRES VOL. 1787, PG. 646)
THE CITY OF DRIPPING SPRINGS, TEXAS
VOL. 1878, PG. 624
(4.03 ACRES)

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT
VOL. 1084, PG. 148
(40.0514 ACRES)

NOTES:

- 1) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT TO IDENTIFY EASEMENTS OR OTHER MATTERS OF RECORD THAT MAY AFFECT THIS PROPERTY. NO OTHER RESEARCH WAS PERFORMED OTHER THAN AS SHOWN HEREON.
- 2) REFERENCED ATTACHED DESCRIPTION FOR 1.12 ACRE TRACT OF LAND.
- 3) NO IMPROVEMENTS WERE LOCATED OTHER THAN AS SHOWN HEREON.

CERTIFICATION

I, GARY F. PENNINGTON, DO HEREBY CERTIFY THAT THIS PLAT WAS PERFORMED FROM A SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION DURING NOVEMBER 2009, OF THE PROPERTY SHOWN HEREON AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GARY F. PENNINGTON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4404 STATE OF TEXAS
P.O. BOX 1244
DRIPPING SPRINGS, TEXAS 78620
(512) 894-0664

09.11.2009



LEGEND

- RECORD INFORMATION
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- WIRE FENCE

SCALE 1" = 100'

LINE	BEARING	DISTANCE
L1	N 07°28'59" E	8.69'
REC	N 09°32'41" E	8.62'
L2	S 00°13'37" E	78.07'
REC	S 00°14'06" E	78.02'
L3	S 89°18'41" W	59.99'
REC	N 89°13'51" E	60.00'

SURVEY
26

SURVEY PLAT

OF

1.12 ACRES

OUT OF THE

PHILLIP A. SMITH

SURVEY NO. 26

HAYS COUNTY, TEXAS

JOB NO. 09-5316
FILE: CITYBALLSTRIP.DWG
CRD FILE: CITYBALLSTRIP.CRD
UPDATED NOV. 9, 2009 (ROTATED TO 14.67 ACRE TRACT)

Pg 3 of 3

COPY

RIGHT OF WAY EASEMENT

60'

THE STATE OF TEXAS

§
§
§

COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

That, Dripping Springs Independent School District of the County of Hays, State of Texas, a political subdivision of the State of Texas, Acting by and through the President of the Board of Trustees, pursuant to its Resolution dated November 11, 2009, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) to Grantors in hand paid by the City of Dripping Springs, Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and do by these presents Grant, Bargain, Sell and Convey unto the City of Dripping Springs, Texas an easement for road purposes of laying out, opening, constructing, operating, maintaining and reconstructing a road facility thereon, together with necessary incidentals and appurtenances thereto, in, along, upon and across the tract or parcel of land in Hays County, Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

TO HAVE AND TO HOLD the premises described in Exhibit "A" together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said City of Dripping Springs, Texas forever; and Grantor hereby binds itself, its heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement described in Exhibit "A" unto the City of Dripping

Springs, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 12 day of November, 2009.



Steve Benesh
President of the Board of Trustees

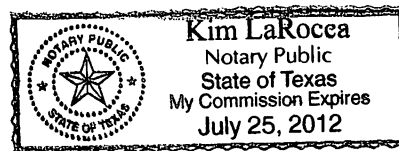
Acknowledgement

State of Texas
County of Hays

This instrument was acknowledged before me on November 12, 2009
by Texas Drivers License


Notary Public's Signature

B:\05560\05560-04\City Exchange\Right of Way Easement ROA to City 60 foot.doc



DESCRIPTION

DESCRIPTION OF 0.936 ACRES OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 14.68 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DRIPPING SPRINGS, TEXAS, OF RECORD IN VOLUME 1878, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.936 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod, found for the northeast corner of said 14.68 acre tract, same point being in the west line of that certain called 45.53 acre tract of land described in Volume 2953, Page 181 said Official Public Records and same point being the southeast corner of Lot 24, Block B, Hidden Springs Ranch Section II, recorded in Volume 14, Page 69, of the Plat Records of Hays County, Texas, for the northeast corner of the herein described tract;

THENCE, South 01°15'19" East, with the common line of said 14.68 acre tract and said 45.53 acre tract, a distance of 60.00 feet, to a point for the southeast corner of the herein described tract, from which point a ½ inch iron rod found for the southeast corner of said 14.68 acre tract bears South 01°15'19" East a distance of 799.85 feet;

THENCE, South 87°49'20" West, parallel with and 60.00 feet south of the north line of said 14.68 acre tract of land, a distance of 695.46 feet to a point on the east right-of-way line of that certain roadway known as Golden Eagle Lane dedicated by Volume 14, Page 69, said Plat Records, said east right-of-way line of Golden Eagle Lane being a curve to the right, having a radius of 645.00 feet;

THENCE, in a northeasterly direction, with said east right-of-way line of Golden Eagle Lane, an arc distance of 68.79 feet and whose chord bears North 27°04'02" East, a distance of 68.75 feet to a calculated point for the northwest corner of said 14.68 acre tract of land in the south line of Lot 27, Block B of said Hidden Springs Ranch, Section II;

Exhibit " " "
Page 2 of 2
October 29, 2009

Easement
0.936 Acres
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

THENCE, North 87°49'20" East, with the north boundary line of said 14.68 acre tract of land, same line being a south boundary line of said Hidden Springs Ranch Section II, a distance of 662.83 feet to the POINT OF BEGINNING, containing 0.936 acres of land, more or less, within these metes and bounds.

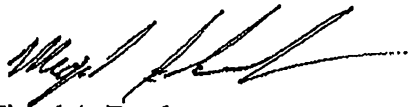
Subject tract described herein is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone, as derived from OPUS solution dated February 15, 2008. Distances hereon are surface values based on a surface adjustment factor of 1.00007683. (Ground = Grid x Surface Adjustment Factor)

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

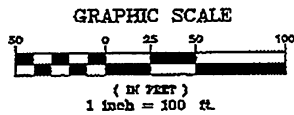
CUNNINGHAM-ALLEN, INC.


Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
State of Texas
Date: 29 Oct 09



SKETCH TO ACCOMPANY DESCRIPTION

60' ROADWAY EASEMENT
SHEET 1 OF 1



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	645.00'	68.79'	6°06'37"	N27°04'02"E	68.75'
C2	645.00'	284.79'	25°17'52"	S11°21'47"W	282.48'

DRIPPING SPRINGS
INDEPENDENT
SCHOOL DISTRICT
(45.53 ACRES)
VOL. 2953, PG. 181
O.P.R.H.C.T.

PRELIMINARY
SURVEY NO. 28
ABSTRACT NO. 415

GOLDEN EAGLE LANE
(60' R.O.W.)

BLOCK "B"

HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PAGE 69
P.R.H.C.T.

LOT 24

P.O.B.

LOT 27

S87°49'20"W
10.86'

N87°49'20"E 662.83'

60' ROADWAY
EASEMENT
(0.936 ACRES)

S87°49'20"W 695.46'

CITY OF
DRIPPING SPRINGS, TEXAS.
(14.68 AC)
VOL. 1878, PAGE 628
O.P.R.H.C.T.

S01°15'19"E
60.00'

S01°15'19"E
799.85'

SHANE LANE
(60' R.O.W.)

LOT 1
BLOCK "D"

HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PAGE 69
P.R.H.C.T.

LEGEND

- ▲ CALCULATED POINT
- 1/2" IRON ROD FOUND (UNLESS STATED)
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.R.H.C.T. PLAT RECORDS HAYS COUNTY, TEXAS

REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SKETCH.

SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. NO MONUMENTATION SET FOR CORNERS.

BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 (CORS) CENTRAL ZONE, AS DERIVED FROM OPUS SOLUTION DATED FEBRUARY 15, 2008

DISTANCES SHOWN HEREON ARE SURFACE VALUES BASED ON A SURFACE ADJUSTMENT FACTOR OF 1.00007683.
(SURFACE = GRID X SURFACE ADJUSTMENT FACTOR)

THE CITY OF DRIPPING
SPRINGS, TEXAS
(4.03 AC)
VOL. 1878, PG. 624
O.P.R.H.C.T.

SURVEYED BY:

MIGUEL A. ESCOBAR
REG. PROF. LAND SURVEYOR
NO. 5630
DATE: 29 Oct 09



CA
Cunningham | Allen
Engineers • Surveyors

3103 Bee Cave Road, Suite 202

Austin, Texas 78746-6819

Tel.: (512) 327-2946

Fax: (512) 327-2973

\\s:\4520101\Drawings\4520101_Easement_60' Roadway.dwg 10/23/2009 10:54:50 AM COT

OFFICE: IBP
DATE: 10/26/09
PROJ #: 452.0101
FILE NAME: 4520101_Easement_60' Roadway.dwg

COPYRIGHT 2009 CUNNINGHAM-ALLEN, INC.

COPY

DRAINAGE EASEMENT

THE STATE OF TEXAS

§

§

COUNTY OF HAYS

§

KNOW ALL MEN BY THESE PRESENTS:

That, Dripping Springs Independent School District of the County of Hays, State of Texas, a political subdivision of the State of Texas, Acting by and through the President of the Board of Trustees, pursuant to its Resolution dated November 11, 2009, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$ 10.00) to Grantors in hand paid by the City of Dripping Springs, Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, do by these presents Grant, Bargain, Sell and Convey unto the City of Dripping Springs, Texas an easement in, along, upon and across the property which is situated in the County of Hays, State of Texas, which is more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

This easement conveyed herein is for the purpose of opening, constructing and maintaining a permanent channel or drainage easement in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which the City deems necessary.

As a part of the grant hereby made it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said channel or drainage easement may be removed from said premises by the City.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its

violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

TO HAVE AND TO HOLD the premises described in Exhibit "A" for said purposes together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the City of Dripping Springs, Texas forever; and Grantor hereby binds itself, its heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement herein conveyed unto the City of Dripping Springs, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 12 day of November, 2009.

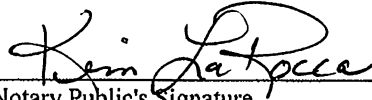


Steve Benesh
President of the Board of Trustees

Acknowledgement

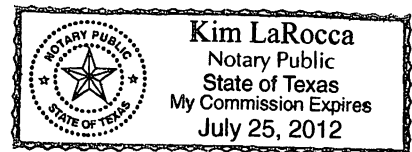
State of Texas
County of Hays

This instrument was acknowledged before me on November 12, 2009
by Texas Drivers License



Notary Public's Signature

B:\05560\05560-04\City Exchange\Drainage Easement.doc



DESCRIPTION

DESCRIPTION OF 3,530 SQUARE FEET OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 14.68 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DRIPPING SPRINGS, TEXAS, OF RECORD IN VOLUME 1878, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 3,530 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the south line of said 14.68 acre tract, same line being the north line of that certain 4.03 acre tract of land described in deed to the City of Dripping Springs, Texas, of record in Volume 1878, Page 624 of the Official Public Records of Hays County, Texas, from which point a 1/2 inch iron rod found in the west line of that certain 45.53 acre tract of land described in deed to Dripping Springs Independent School District, of record in Volume 2953, Page 181 of the Official Public Records of Hays County, Texas for the southeast corner of said 14.68 acre tract, the northeast corner of said 4.03 acre tract bears N88°12'53"E a distance of 726.83 feet;

THENCE S88°12'53"W with the south line of said 14.68 acre tract and the north line of said 4.03 acre tract a distance of 5.00 feet to a point, from which point a 1/2 inch iron rod found in the north line of said 4.03 acre tract, for the southwest corner of said 14.68 acre tract and the southeast corner of Lot 1, Block D, Hidden Springs Ranch, Section II, according to the plat recorded in Volume 14, Page 69 of the Plat Records of Hays County, Texas bears S88°12'53"W a distance of 25.00 feet;

THENCE N01°17'08"W over and across said 14.68 acre tract a distance of 697.62 feet to a point in the east right-of-way line of Golden Eagle Lane (60' R.O.W.) dedicated by said Volume 14, Page 69 and being a curve to the right;

THENCE with said curve to the right, having a radius distance of 645.00 feet, an arc length of 17.33 feet, a delta angle of 01°32'21" and a chord which bears N15°29'18"E, a distance of 17.33 feet to a point, from which a calculated point for the northwest corner of said 14.68 acre tract and in the south line of Lot 27, Block B of said Hidden Springs Ranch, Section II bears N°23'11"25E a distance of 155.70 feet;

Exhibit " " "
Page 2 of 2
October 29, 2009

5' Easement
3,530 Square Feet of Land
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

THENCE S01°17'08"E over and across said 14.68 acre tract a distance of 714.16 feet to the POINT OF BEGINNING, containing 3,530 square feet of land, more or less, within these metes and bounds.

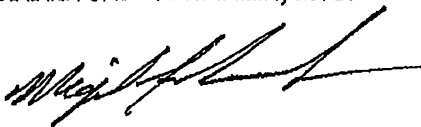
Subject tract described herein is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone, as derived from OPUS solution dated February 15, 2008. Distances hereon are surface values based on a surface adjustment factor of 1.00007683. (Ground = Grid x Surface Adjustment Factor)

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.



Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
State of Texas
Date: 29 Oct 09



Exhibit A
Page 3 of 3

COPY

RIGHT OF WAY EASEMENT

25'

THE STATE OF TEXAS

§

§

COUNTY OF HAYS

§

KNOW ALL MEN BY THESE PRESENTS:

That, Dripping Springs Independent School District of the County of Hays, State of Texas, a political subdivision of the State of Texas, Acting by and through the President of the Board of Trustees, pursuant to its Resolution dated November 11, 2009, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) to Grantors in hand paid by the City of Dripping Springs, Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and do by these presents Grant, Bargain, Sell and Convey unto the City of Dripping Springs, Texas an easement for road purposes of laying out, opening, constructing, operating, maintaining and reconstructing a road facility thereon, together with necessary incidentals and appurtenances thereto, in, along, upon and across the tract or parcel of land in Hays County, Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

TO HAVE AND TO HOLD the premises described in Exhibit "A" together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said City of Dripping Springs, Texas forever; and Grantor hereby binds itself, its heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement described in Exhibit "A" unto the City of Dripping

Springs, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 12 day of November, 2009.

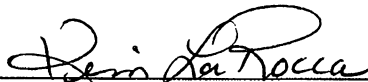


Steve Benesh
President of the Board of Trustees

Acknowledgement

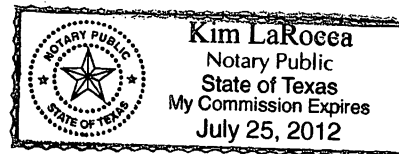
State of Texas
County of Hays

This instrument was acknowledged before me on November 12, 2009
by Texas Drivers License



Notary Public's Signature

B:\05560\05560-04\City Exchange\Right of Way Easement ROA to City 25 foot.doc



DESCRIPTION

DESCRIPTION OF 0.367 ACRES OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 14.68 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DRIPPING SPRINGS, TEXAS, OF RECORD IN VOLUME 1878, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.367 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said 14.68 acre tract, for the southeast corner of Lot 1, Block D, Hidden Springs Ranch, Section II according to the plat recorded in Volume 14, Page 69, Plat Records of Hays County, Texas and in the north line of that certain 4.03 acre tract of land described in deed to the City of Dripping Springs, Texas, of record in Volume 1878, Page 624 of the Official Public Records of Hays County, Texas, from which a 1/2 inch iron rod found with cap stamped "RPLS 4404" for the northwest corner of said 4.03 acre tract bears S88°12'53"W a distance of 60.03 feet;

THENCE N01°17'08"W with the common line of said 14.68 acre tract and said Lot 1, Block D a distance of 520.00 feet to a calculated point at the beginning of a curve to the right in the east right-of-way line of Golden Eagle Lane (60' R.O.W), from which point a 3/8 inch iron rod with cap stamped "RPLS 4542" found in the east line of said Lot 1, Block D and the west right-of-way line of said Golden Eagle Lane bears N01°26'23"W a distance of 155.30 feet;

THENCE with said curve to the right, having a radius distance of 645.00 feet, an arc length of 180.17 feet, a delta angle of 16°00'17" and a chord which bears N06°43'00"E, a distance of 179.59 feet to a point;

THENCE S01°17'08"E over and across said 14.68 acre tract a distance of 697.62 feet to a point in the south line of said 14.68 acre tract and the north line of said 4.03 acre tract, from which point a 1/2 inch iron rod found for the southeast corner of said 14.68 acre tract and the northeast corner of said 4.03 acre tract bears N88°12'53"E a distance of 731.83 feet;

*m45
29 Oct 09*

Exhibit " " "
Page 2 of 2
October 29, 2009

25' Roadway Easement
0.367 acres of Land
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

THENCE S88°12'53"W with the south line of said 14.68 acre tract and the north line of said 4.03 acre tract a distance of 25.00 feet to the POINT OF BEGINNING, containing 0.367 acres of land, more or less, within these metes and bounds.

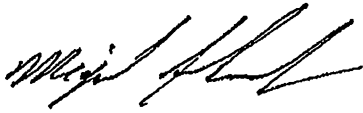
Subject tract described herein is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone, as derived from OPUS solution dated February 15, 2008. Distances hereon are surface values based on a surface adjustment factor of 1.00007683. (Ground = Grid x Surface Adjustment Factor)

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

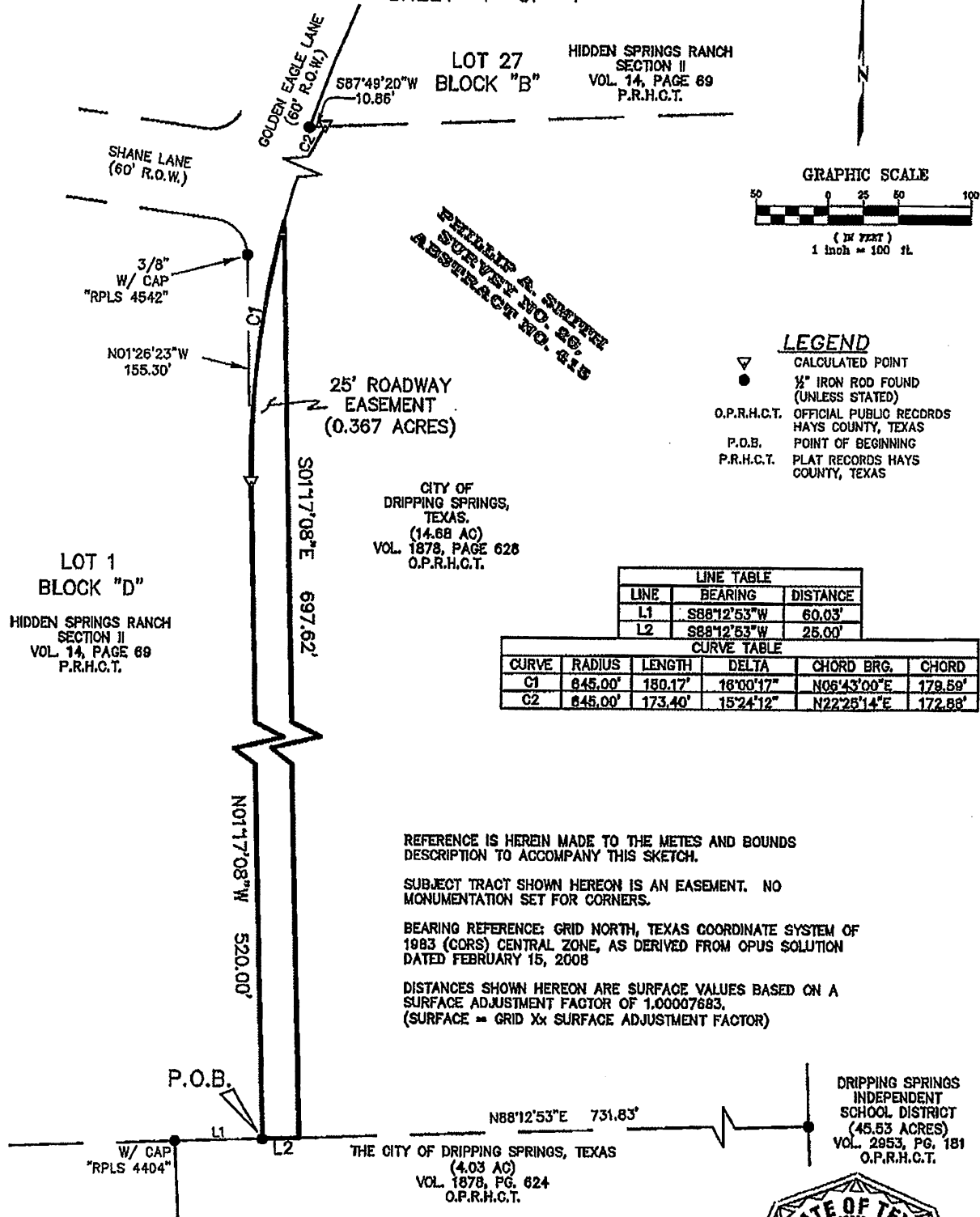


Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
State of Texas
Date: 29 Oct 09



SKETCH TO ACCOMPANY DESCRIPTION

25' ROADWAY EASEMENT
SHEET 1 OF 1



LEGEND

- ▽ CALCULATED POINT
- 1/2" IRON ROD FOUND (UNLESS STATED)
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.R.H.C.T. PLAT RECORDS HAYS COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°12'53"W	60.03'
L2	S88°12'53"W	25.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	845.00'	180.17'	18°00'17"	N06°43'00"E	179.59'
C2	845.00'	173.40'	15°24'12"	N22°25'14"E	172.88'

REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SKETCH.

SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. NO MONUMENTATION SET FOR CORNERS.

BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 (CORS) CENTRAL ZONE, AS DERIVED FROM OPUS SOLUTION DATED FEBRUARY 15, 2008

DISTANCES SHOWN HEREON ARE SURFACE VALUES BASED ON A SURFACE ADJUSTMENT FACTOR OF 1.00007683.
(SURFACE = GRID X SURFACE ADJUSTMENT FACTOR)

DRIPPING SPRINGS
INDEPENDENT
SCHOOL DISTRICT
(45.53 ACRES)
VOL. 2953, PG. 181
O.P.R.H.C.T.



3103 Bee Cave Road, Suite 202

Austin, Texas 78746-6819

Cunningham | Allen

Tel.: (512) 327-2946

Engineers • Surveyors

Fax: (512) 327-2973

SURVEYED BY:

MIGUEL A. ESCOBAR
REG. PROF. LAND SURVEYOR
NO. 5630
DATE: 290209



COPY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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.

WARRANTY DEED

Conforms to State Bar of Texas Form

Date: November 12, 2009

Grantor: Dripping Springs Independent School District, a political subdivision and public school district of the State of Texas, acting by and through the President of the Board of Trustees, pursuant to its Resolution dated November 11, 2009.

Grantor's Mailing Address:

510 W. Mercer/ P.O. Box 479
Dripping Springs, Texas 78620
Hays County, Texas

Grantee: City of Dripping Springs, a political subdivision of the State of Texas

Grantee's Mailing Address:

P.O. Box 384
Dripping Springs, Texas 78620
Hays County, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

Being 1.3712 acres of land, more or less, situated in the Phillip A. Smith Survey No. 26, Abstract No. 415 in Hays County, Texas, said property also being referred to as the "Stephenson Building" and/or "Stephenson Tract", being located at 311 ½ Old Fitzhugh Road, Dripping Springs, Hays County, Texas, and being comprised of three (3) separate tracts described as Tract One (1) containing 0.4659 of one acre of land, Tract Two (2) containing 0.4456 of one acre of land and Tract Three (3) containing 0.4597 of one acre of land, said Tract One, Tract Two and Tract Three being more particularly described by metes and bounds on Exhibits A, B and C, respectively as follows.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

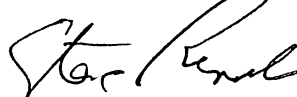
These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

When the context requires, singular nouns and pronouns include the plural.

"GRANTOR"

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT



By: Steve Benesh

Title: President of the Board of Trustees

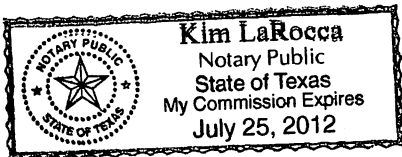
STATE OF TEXAS

)

COUNTY OF HAYS

)

The foregoing instrument was acknowledged before me on the 12th day of November, 2009, by Steve Benesh, President of the Board of Trustees of DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT, on behalf of said school district.



Kim LaRocca
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Nelson M. Davidson, Jr.
P.O. Box 529
Dripping Springs, Texas 78620

PREPARED BY:

Nelson M. Davidson, Jr.
P.O. Box 529
Dripping Springs, Texas 78620

File/GF Number: 6420G.

LEGAL DESCRIPTION

BEING A 0.4659 OF ONE ACRE TRACT OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415 IN HAYS COUNTY, TEXAS, BEING A REMAINING PORTION OF THAT TRACT OF LAND COMMONLY REFERRED TO AS "ACADEMY BLOCK" AS DELINEATED ON THE PLAT OF THE TOWN OF DRIPPING SPRINGS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME "O", PAGE 514, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID PLAT BEING AMENDED BY PLAT RECORDED IN VOLUME "T" PAGE 426, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING CONVEYED BY HAYS COUNTY TO DRIPPING SPRINGS RURAL HIGH SCHOOL DISTRICT IN DEED RECORDED IN VOLUME 145, PAGE 491, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch galvanized iron pipe in concrete found in the west line of Old Fitzhugh Road, in the north line of said "ACADEMY BLOCK" for the southeast corner of Block No. 5, W. T. Chapman's 2nd Addition to the Town of Dripping Springs according to the map or plat thereof recorded in Volume "R", Page 337, of the Deed Records of Hays County, Texas, said plat being amended by plat recorded in Volume "T", Page 426, of the Deed Records of Hays County, Texas, and the southeast corner of that tract of land conveyed by D. W. Crenshaw to Dripping Springs Public School No. 20 in deed dated November 15, 1938 of record in the Deed Records of Hays County, Texas, being the southwest corner of a 50 foot right of way, designated as Eye Street (commonly known as Old Fitzhugh Road) as delineated on said W. T. Chapman's 2nd Addition to the Town of Dripping Springs plat;

THENCE South 23°02'05" East crossing said "ACADEMY BLOCK" along the west margin of Old Fitzhugh Road a distance of 44.29 feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set for the northeast corner of that tract of land conveyed by Dripping Springs Independent School District to Rambo Lodge No. 426, AF & AM in deed recorded in Volume 154, Page 1, of the Deed Records of Hays County, Texas;

THENCE South 88°57'21" West (record: West) along the north line of said Rambo Lodge tract, a distance of 108.60 feet to a 1/2 in iron rod found under asphalt paving for the northwest corner of said Rambo Lodge tract;

THENCE South 01°02'39" East (record: South) along the west line of said Rambo Lodge tract a distance of 140.08 feet to a 1/2 in iron rod found under asphalt paving in the north line of a 20.0 foot Public Alley as designated in deed recorded in Volume 146, Page 91, of the Deed Records of Hays County, Texas, said 20.0 foot Public Alley being conveyed by Hays County to H.F. Lewis in deed recorded in Volume 278, Page 280, of the Deed Records of Hays County, Texas, and for the southwest corner of said Rambo Lodge tract, from which a bolt with punch mark found in the south line of said Rambo Tract as described in Boundary Line Agreement by

Richard A. Garza and Dripping Springs Independent School District, recorded in Volume 775, Page 822, of the Real Property Records of Hays County, Texas, bears, North 88°29'40" East (Bearing Basis) a distance of 122.70 feet;

THENCE South 89°00'15" West along the north line of said 20.0 foot Public Alley and said Lewis tract a distance of 39.96 feet to a 1/2 inch iron rod found under asphalt paving in the east line of that tract of land conveyed by Dripping Springs Independent School District to L. B. Jennings in deed recorded in Volume 156, Page 199, of the Deed Records of Hays County, Texas, and for the northwest corner of said 20.0 foot Public Alley;

THENCE North 01°58'54" West along the east line of said Jennings tract a distance of 19.97 feet to a 1/2 inch iron rod found under asphalt paving for the northeast corner of said Jennings tract;

THENCE South 88°53'07" West along the north line of said Jennings tract a distance of 49.86 feet to a 1/2 inch iron rod found in the east line of Lot 6, Block No. 1, of the W. T. Chapman's 1st Addition to the town of Dripping Springs according to the map or plat thereof recorded in Volume "P", Page 373, of the Deed Records of Hays County, Texas, said plat being amended by plat recorded in Volume "T", Page 426, of the Deed Records of Hays County, Texas and in the west line of said "ACADEMY BLOCK" and for the northwest corner of said Jennings tract;

THENCE North 01°21'58" West along the east line of said Lot 6 and the west line of said "ACADEMY BLOCK" a distance of 63.78 feet to a calculated point for the northeast corner of said Lot 6;

THENCE South 88°36'50" West along the north line of said Lot 6 a distance of 7.26 feet to a calculated point being the beginning point of said Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District, from which a 1/2 inch iron rod found in a hackberry tree root, bears South 06°45' East a distance of 0.3 feet;

THENCE along the boundary line established in said Boundary Line Agreement the following two (2) courses:

1. North 03°20'04" West a distance of 56.57 feet to a 1/2 inch iron rod found;
2. North 03°22'47" West a distance of 40.02 feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set at the intersection of the south line of Block No. 3 of said W. T. Chapman's 2nd Addition to the Town of Dripping Springs being the recognized southeast corner of that tract of land conveyed by A.L. Davis to Dripping Springs Public School No. 20 in deed recorded in Volume 109, Page 291, of the Deed Records of Hays County, Texas, from which a 1/2 inch iron rod found in said Boundary Line Agreement line, bears North 03°22'47" West a distance of 39.83 feet;

THENCE North 88°42'33" East along the south line of said Block 3, passing the northwest corner of said "ACADEMY BLOCK" at a distance of 10.61 feet and continuing for a total distance of 93.63 (record: 100) feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set for the common south corner of said Block No. 3 and Block No. 5, from which

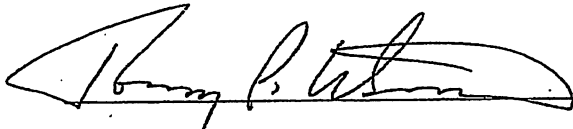
a 1/2 inch galvanized iron pipe in concrete found for the common north corner of said Block No. 3 and Block No. 5, bears, North $01^{\circ}13'20''$ West a distance of 200.02 feet;

THENCE North $88^{\circ}38'18''$ East along the north line of said "ACADEMY BLOCK" and the south line of said Block No. 5 a distance of 100.04 feet to the **POINT OF BEGINNING**, containing 0.4659 of one acre of land, more or less, within this metes and bounds.

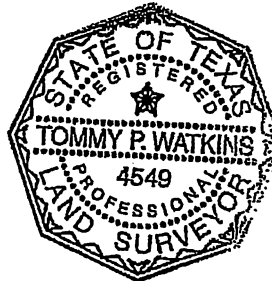
Bearing Reference: South line of that tract of said Rambo Tract as described in Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District recorded in Volume 775, Page 822, of the Deed Records of Hays County, Texas. (North $88^{\circ}29'40''$ East)

I certify that this description was prepared from the results of a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.



Tommy P. Watkins
Registered Professional Land Surveyor No. 4549
Date: 10/06/2005



LEGAL DESCRIPTION

BEING A 0.4456 OF ONE ACRE TRACT OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415 IN HAYS COUNTY, TEXAS, BEING THAT TRACT OF LAND CONVEYED BY A.L. DAVIS TO DRIPPING SPRINGS PUBLIC SCHOOL NO. 20 IN DEED RECORDED IN VOLUME 109, PAGE 291, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID TRACT BEING BLOCK NO. 3, W. T. CHAPMAN'S 2ND ADDITION TO THE TOWN OF DRIPPING SPRINGS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME "R", PAGE 337, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID PLAT BEING AMENDED BY PLAT RECORDED IN VOLUME "T", PAGE 426, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch galvanized iron pipe in concrete found in the west line of Old Fitzhugh Road, in the north line of that tract of land conveyed by Hays County to Dripping Springs Rural High School District in deed recorded in Volume 145, Page 491, of the Deed Records of Hays County, Texas, for the southeast corner of Block No. 5, W. T. Chapman's 2nd Addition to the Town of Dripping Springs for the southeast corner of that tract of land conveyed by D. W. Crenshaw to Dripping Springs Public School No. 20 in deed dated November 15, 1938 of record in the Deed Records of Hays County, Texas, and for the southwest corner of a 50 foot right of way, designated as Eve Street (commonly known as Old Fitzhugh Road) as delineated on said W. T. Chapman's 2nd Addition to the Town of Dripping Springs plat;

THENCE South 88°38'18" West along the south line of said Block No. 5 and north line of said Dripping Springs Rural High School District tract a distance of 100.04 feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set for the southwest corner of said Block No. 5 and the southeast corner of said Block No. 3 and the **POINT OF BEGINNING**;

THENCE South 88°42'33" West along the south line of said Block No. 3 and the north line of said Dripping Springs Rural High School District tract a distance of 93.63 (record: 100) feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set in the agreed boundary line as described in Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District recorded in Volume 775, Page 822, of the Real Property Records of Hays County, Texas, from which a 1/2 inch iron rod found in said line bears, South 03°22'47" East a distance of 40.02 feet;

THENCE along the agreed boundary line as described in said Boundary Line Agreement the following three (3) courses:

1. North 03°22'47" West a distance of 39.83 feet to a 1/2 inch iron rod found;
2. North 03°16'13" West a distance of 80.04 feet to a 1/2 inch iron rod with cap stamped "K&G Engineering" found;

3. North 02°41'40" West a distance of 79.96 feet to a 1/2 inch galvanized iron pipe in concrete found for the northwest corner of said Block No. 3 and said Dripping Springs Public School District No. 20 tract, and for the southwest corner of Block No. 4 of said W. T. Chapman's 2nd Addition to the Town of Dripping Springs and southwest corner of that tract of land conveyed by Dripping Springs Independent School District to Bradley Davis in deed recorded in Volume 809, Page 396, of the Real Property Records of Hays County, Texas, from which a 1/2 inch galvanized iron pipe in concrete found for the northwest corner of said Davis tract and the terminus point of said boundary line agreement bears, North 01°24'51" West a distance of 86.51 feet;

THENCE North 88°32'36" East along the north line of said Block No. 3 and said Dripping Springs Public School District No. 20 tract and the south line of said Block No. 4 and said Davis tract a distance of 100.05 feet to a 1/2 inch galvanized iron pipe in concrete found for the northeast corner of said Block No. 3, the northwest corner of said Block No. 5, the southeast corner of said Davis tract and the southwest corner of that tract of land conveyed to Carole G. Howard in deed recorded in Volume 1328, Page 48, of the Official Public Records of Hays County, Texas;

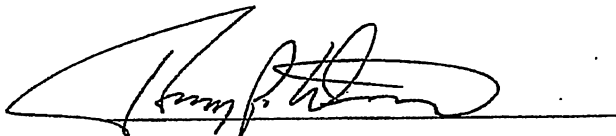
THENCE South 01°13'20" East along the east line said Block No. 3 and the west line of said Block No. 5 a distance of 200.02 feet to the **POINT OF BEGINNING**, containing 0.4456 of one acre of land, more or less, within this metes and bounds.

Bearing Reference: South line of the Rambo Tract as described in Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District recorded in Volume 775, Page 822, of the Deed Records of Hays County, Texas. (North 88°29'40" East)

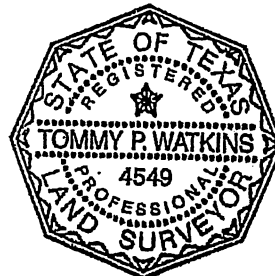
Reference is herein made to the plat accompanying this metes and bounds description.

I certify that this description was prepared from the results of a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.



Tommy P. Watkins
Registered Professional Land Surveyor No. 4549
Date: 10/06/2009



LEGAL DESCRIPTION

BEING A 0.4597 OF ONE ACRE TRACT OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415 IN HAYS COUNTY, TEXAS, BEING THAT TRACT OF LAND CONVEYED BY D. W. CRENSHAW TO DRIPPING SPRINGS PUBLIC SCHOOL NO. 20 IN DEED FILED FOR RECORD NOVEMBER 15, 1938 AND RECORDED IN THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID TRACT BEING BLOCK NO. 5, W. T. CHAPMAN'S 2ND ADDITION TO THE TOWN OF DRIPPING SPRINGS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME "R", PAGE 337, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID PLAT BEING AMENDED BY PLAT RECORDED IN VOLUME "T", PAGE 426, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch galvanized iron pipe in concrete found in the west line of Old Fitzhugh Road, in the north line of that tract of land conveyed by Hays County to Dripping Springs Rural High School District in deed recorded in Volume 145, Page 491, of the Deed Records of Hays County, Texas, for the southeast corner of said Block No. 5, and for the southwest corner of a 50 foot right of way, designated as Eve Street (commonly known as Old Fitzhugh Road) as delineated on said W. T. Chapman's 2nd Addition to the Town of Dripping Springs plat;

THENCE South 88°38'18" West along the south line of said Block No. 5 and north line of said Dripping Springs Rural High School District tract a distance of 100.04 feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set for the southwest corner of said Block No. 5 and the southeast corner of Block No. 3 of said W. T. Chapman's 2nd Addition to the Town of Dripping Springs conveyed to Dripping Springs Public School No. 20 in deed recorded in Volume 109, Page 291, of the Deed Records of Hays County, Texas;

THENCE North 01°13'20" West along the west line said Block No. 5 and the east line of said Block No. 3 a distance of 200.02 feet to a 1/2 inch galvanized iron pipe in concrete found for the northwest corner of said Block No. 5, the northeast corner of said Block No. 3, the southeast corner of that tract of land conveyed by Dripping Springs Independent School District to Bradley Davis in deed recorded in Volume 809, Page 396, of the Real Property Records of Hays County, Texas, and the southwest corner of that tract of land conveyed to Carole G. Howard in deed recorded in Volume 1328, Page 48, of the Official Public Records of Hays County, Texas;

THENCE North 88°40'58" East along the north line said Block No. 5 and the south line of said Block No. 4 and said Howard tract a distance of 100.23 feet to a calculated point in the west line of said Eve Street (commonly known as Old Fitzhugh Road), from which a 1/2 inch iron rod found for reference bears North 88°38'18" East a distance of 1.23 feet;

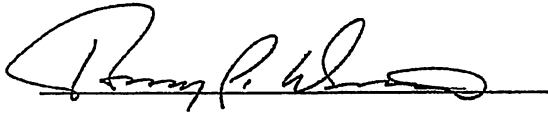
THENCE South 01°10'06" East along the east line of said Block No. 5 and the west line of said Eye Street (commonly known as Old Fitzhugh Road) a distance of 199.94 feet to the **POINT OF BEGINNING** containing 0.4597 of one acre of land, more or less, within this metes and bounds.

Bearing Reference: South line of that tract of said Rambo Tract as described in Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District recorded in Volume 775, Page 822, of the Deed Records of Hays County, Texas. (North 88°29'40" East)

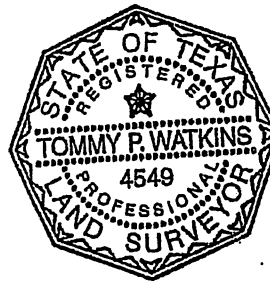
Reference is herein made to the plat accompanying this metes and bounds description.

I certify that this description was prepared from the results of a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.



Tommy P. Watkins
Registered Professional Land Surveyor No. 4549
Date: 10/06/2009





DRIPPING SPRINGS

Independent School District

510 W. Mercer Street, P.O. Box 479, Dripping Springs, Texas 78620-0479
Phone 512.858.3013 Fax 512.858.3096
www.dsisd.txed.net

December 4, 2009

City of Dripping Springs
111 Mercer Street
Dripping Springs, Texas 78620

Dear Sir,

The sale of the Dripping Springs ISD Stephenson Building located at 311 1/2 Old Fitzhugh Road may contain asbestos containing materials. As the purchaser the City of Dripping Springs agrees to assume all the responsibility and liability for any of the asbestos containing material that may be contained on or within the structure purchased November 12, 2009. Enclosed is all the documentation pertaining to Asbestos containing materials testing performed for the duration of the ownership of the Stephenson Building.

Dripping Springs ISD Representative:

Sign Dave P. Davis

Date 12/4/2009

Print Dan Davis

District Position: Director of Plant Operations / Asbestos Designated Person

Purchaser: City of Dripping Springs

Sign _____

Date 12/4/2009

Print _____

City of Dripping Springs Position: