

STATE OF TEXAS  
COUNTY OF HAYS

**Real Property Purchase Agreement  
Between Galen & Laura Zimmerman  
And  
City of Dripping Springs**

This Real Property Purchase Agreement, hereinafter "Agreement" is made in Dripping Springs, Texas, by and between Galen and Laura Zimmerman, residents of the City of Dripping Springs, referred to in this Agreement as "Zimmermans" and the City of Dripping Springs, a political subdivision of the State of Texas referred to in this Agreement as the "City" (collectively "the Parties" or singularly "Party").

WHEREAS, the Zimmermans are the owners of the real property located at 161 Shane Lane, Dripping Springs, Texas and described as Lot 1, Block A, Section II, Hidden Springs Ranch, Hays County, Texas (the "Zimmerman Lot");

WHEREAS, the City has approached Zimmerman with a request to purchase a portion of the Zimmerman Lot to construct road improvements, such portion hereinafter referred to as the "Property" which is shown on the map attached hereto as Attachment "A" and hereinafter referred to as the "Property"; and

WHEREAS, the use of the portion of the Zimmerman Lot is essential to a City road project to reconnect Shane Lane and Golden Eagle Lane; and

WHEREAS, as the City fully authorized by Chapter 272 of the Texas Government Code to make and enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, Zimmerman and the City, do hereby provide the following:

ARTICLE I.  
Recitals

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

ARTICLE II.  
Real Estate

1. **Subject Property.** Subject to the terms and conditions of this Agreement, the Property includes the surface estate with improvements, all in an "as is" condition and includes the grant of the Property to the City to establish a right of way at the intersection of Shane Lane and Golden Eagle Lane as depicted on Attachment "A" hereto.

2. **Sales Price.** The City will pay the Zimmermans \$20,000.00 as the monetary consideration for the Property. This sum shall be delivered to the Zimmermans within 5 business days after the execution of this Agreement.
3. The City shall place rock boulders along the northern boundary of Lot 1, Block D, Section II, Hidden Springs Ranch, Hays County, Texas which is owned by the City (the "City Land") in a sufficient pattern to create a barrier to prevent vehicular access across the City Land on to Shane Lane as shown on the Attachment "A". The rock boulders are presently located on the Zimmerman Lot and the Property. The City and Zimmermans will agree on the configuration of the rock boulder barrier. The rock boulders shall become the sole property of the City.

### ARTICLE III.

#### Additional Obligations of the Parties.

1. **Removal of Personal Property.** Zimmermans shall be responsible for removing all machinery, equipment, goods, supplies, or other forms of personal property of any kind (hereinafter referred to as "Personal Property") from the Property prior to closing unless otherwise agreed to by the Parties in writing. The City shall be responsible for moving the rock boulders as described above. Any Personal Property that remains not removed by its owner prior to closing shall be considered abandoned; provided, however, if the fence located along the eastern portion of Zimmerman Lot is damaged, the City will repair such damage. The fence is shown on Attachment "A".
2. **Consent to Enter Property.** Zimmermans shall allow the City, including the City's officials, employees, and agents (if third parties then subject to licensing, bonding, and insurance), to enter the Property at times reasonably satisfactory to the Zimmermans for surveying, inspection, and appraisal of the Property. The City shall have the right to enter and begin construction of road improvements on the Property within 24 hours of execution of this Agreement and prior or concurrently to all other instruments being finalized, provided the \$20,000.00 has been delivered to the Zimmermans.
3. **City Property Restriction.** The City acknowledges and agrees that the City Land will not be used for construction of a road connecting Shane Lane to Roger Hanks Parkway unless or until: (1) (a) the City conveys the City Property to a third party and (b) at least ten (10) years have passed from the execution of this Agreement; or (2) the Zimmermans convey the Zimmerman Lot to a third party. Additionally, if a private driveway from the City Property to Shane Lane is constructed, such driveway shall be located at least 10 feet west of the driveway located on the Zimmerman Lot (the Zimmerman driveway is shown on Attachment "A"). The restrictions described in this Section 3 shall automatically terminate when the Zimmermans convey the Zimmerman Lot to a third party.

ARTICLE IV.  
General Provisions

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 the City:

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

Notice to Zimmermans:

Attn: Galen & Laura Zimmerman  
161 Shane Lane  
Dripping Springs, Texas 78620

1. The waiver by Zimmermans or the 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.
2. 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 Agreement are performable in Hays County, Texas.
3. 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.
4. Both the City and Zimmerman agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, or condition within this Agreement whenever needed.
5. 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 City has authorized this Agreement.

6. Either Party may at its own option and expense research title history of the properties made subject of this Agreement.
7. The City waives any governmental immunity concerning the enforcement of the provisions of this Agreement.
8. This Agreement may be executed and made effective through the signing by the Parties of multiple originals.
9. This Agreement shall be Effective upon the date of the last date of signing by both Parties.

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

CITY OF DRIPPING SPRINGS

ZIMMERMAN

Bill Foulds Jr.  
Bill Foulds Jr., Mayor

Galen Zimmerman  
Galen Zimmerman, Owner

August 8, 2023  
Date

8/7/23  
Date

ATTEST:

Laura Zimmerman  
Laura Zimmerman, Owner

Andrea Cunningham  
Andrea Cunningham, City Secretary

8/7/2023  
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, Jr., Mayor of the City OF DRIPPING SPRINGS**, known to me to be the person whose name is subscribed to the foregoing Real Property Purchase Agreement, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

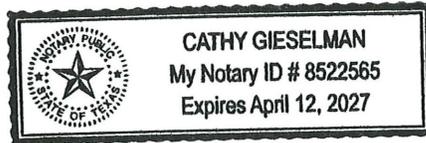
Bill Foulds, Jr.  
Bill Foulds, Jr.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 8<sup>th</sup> day of August 2023.

Cathy Gieselman  
Notary Public, State of Texas

STATE OF TEXAS

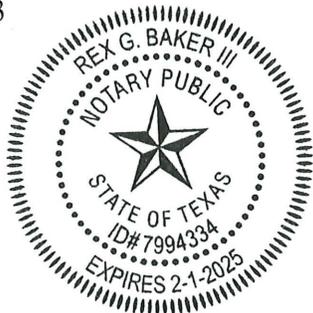
COUNTY OF HAYS



BEFORE ME, the undersigned authority, a Notary Public in the State of Texas, on this day personally appeared **Galen Zimmerman**, known to me to be the person whose name is subscribed to the foregoing Real Property Purchase Agreement, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Galen Zimmerman  
Galen Zimmerman

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 7 day of August, 2023



Rex G. Baker III  
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 **Laura Zimmerman**, known to me to be the person whose name is subscribed to the foregoing Real Property Purchase Agreement, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

*Laura Zimmerman*  
Laura Zimmerman

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 7 day of August, 2023

*R. G. Baker III*

Notary Public, State of Texas



Attachment "A"

