

STATE OF TEXAS

COUNTY OF HAYS

**Easement Purchase Agreement  
Between Rambo Lodge #426 A F & A M  
And  
City of Dripping Springs**

This Easement Purchase Agreement, hereinafter "Agreement" is made in Dripping Springs, Texas, by and between Rambo Lodge #426 A F & A M, referred to in this Agreement as "Rambo Lodge" 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 location of the Rambo Lodge Property is located at a portion of 103 Old Fitzhugh Road, Dripping Springs, Texas in after referred to as the "Property"; and

WHEREAS, the City has approached Rambo Lodge with a request to purchase an easement on the Property to construct project related joint access and parking improvements; 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, Rambo Lodge 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 an easement and includes the grant of property to the City to establish an easement for joint access and parking improvements for the Stephenson Parking Lot Project. Attachment "A".
2. **Compensation.**
  - (a) The City will fix remaining potholes and complete a mill and overlay with new pavement on the Rambo Lodge Parking Lot as shown in Attachment "B" concurrently with construction of Stephenson Parking Lot Improvements.

(b) Use of Stephenson Parking Lot for one (1) event each year at no cost. The event may last up to 48 hours. Time and dates to be set up with the Parks Department each year by separate written agreement. The written agreement shall include the agreement to clean and maintain the parking lot by the Rambo Lodge during and after their event.

### ARTICLE III.

#### Additional Obligations of the Parties.

1. **Removal of Personal Property.** Rambo Lodge 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”) that interfere with the easement within ten (10) days of written request by the City or its agent. Any Personal Property that remains not removed by its owner as stated shall be considered abandoned.
2. **Consent to Enter Property.** Rambo Lodge shall provide to the City, including the City’s officials, employees, and agents (if third parties then subject to licensing, bonding, and insurance), to enter the easement property at times satisfactory to the property owner for surveying, inspection, construction, appraisal and maintenance of the easement and drainage improvements on the property.
3. **Closing.** Closing shall be by Easement Dedication and take place within sixty (60) days of execution of this agreement.
4. **Use of Rambo Lodge Parking Lot.** The City can use the Parking Lot when not under construction for the next five (5) years including:
  - a. A Weekend in March for Brewers Festival
  - b. A Weekend in April for Founders Day Festival
  - c. A Weekend in October for Songwriters Festival
  - d. A Weekend in December for Christmas on Mercer

The dates can be changed by the City notifies the Rambo Lodge at least ninety (90) days in advance. The City will maintain the parking lot during use and ensure that no damage is caused by the City during use. If any damage is done during use by the City, the City will repair the damage.

### ARTICLE IV.

#### General Provisions

1. 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 Rambo Lodge:

Rambo Lodge #426 A F & A M  
Attn:  
103 Old Fitzhugh Road  
Dripping Springs, Texas 78620

1. The waiver by Rambo Lodge 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 Rambo Lodge 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 does not waive any governmental immunity. Any provision herein interpreted by a court of law to waive the City governmental immunity is void.
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

RAMBO LODGE

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
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 Easement Purchase Agreement, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the \_\_\_\_\_ day of \_\_\_\_\_  
2025.

\_\_\_\_\_  
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 \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing Easement Purchase Agreement, and acknowledged to me that he 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 \_\_\_\_\_ day of \_\_\_\_\_,  
2025

\_\_\_\_\_  
Notary Public, State of Texas