

REDLINED 2.22.18
AGREEMENT OF SALE

This is an Agreement with an Effective Date as provided below between **THE TRUST FOR PUBLIC LAND**, a nonprofit California public benefit corporation authorized to do business in Texas as TPL-Texas, Inc., which shall be referred to as "TPL" or "Seller" and the **CITY OF SAN MARCOS**, a Texas municipal corporation, which shall be referred to as "City" or "Buyer".

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are as follows. Telephone numbers are included for information only.

SELLER:

Scott Parker
Texas State Director
The Trust for Public Land
4524 Frontier Trail
Austin, Texas 78745
Tel: (415) 269 4231
Email: scott.parker@tpl.org

With copies to:
The Trust for Public Land
2610 University Avenue, Suite 300
St. Paul, MN 55114
Attn: Margaret J. Madden
Tel: (651) 999-5301
Email: maggie.madden@tpl.org

BUYER:

Rodney Cobb
City of San Marcos
630 East Hopkins Street
San Marcos, TX 78666
Tel: (512) 393-8405
Fax: (512) 353-7273
Email: rcobb@sanmarcostx.gov

With copies to:
Legal Department
City of San Marcos
630 East Hopkins Street
San Marcos, TX 78666
Tel: (512) 393-8154
Fax: (512) 393-3983
Email: saguirre@sanmarcostx.gov

B. Claud Kern Wildenthal and Margaret D. Wildenthal, husband and wife (collectively "Current Owner") are the owners of certain real property located in Hays County, Texas consisting of approximately 151 acres legally described on **Exhibit A** attached hereto and made a part hereof. Said real property, together with any and all improvements, fixtures, timber, water and/or minerals not otherwise shown of record to be outstanding in third parties, located thereon and any and all rights appurtenant thereto including but not limited to timber rights, water rights, mineral right and access rights shall be referred to in this Agreement as the "Property".

C. Seller has proposed to acquire the Property from Current Owner.

D. Buyer wishes to purchase the Property from Seller and Seller wishes to sell the Property to Buyer in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale.** Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Property for \$2,265,368.00 (the "Purchase Price") pursuant to the terms and conditions set forth herein. The Purchase Price shall be payable in cash, at Closing (as defined below), subject to any credits, pro-rations and adjustments provided elsewhere in this Agreement.

2. **Condition of the Property.**

a. City agrees that City has:

(i) made an independent investigation of the physical condition of the Property including but not limited to the condition of the soil, the presence of hazardous materials or contaminants, other physical characteristics, and compliance with any statutes, ordinances or regulations;

(ii) studied all aspects or circumstances of the Property which City deems material or relevant.

(iii) requested and received from TPL all other documents and materials which City deems material or relevant with respect to the transaction contemplated under this Agreement;

(iv) had full, complete and satisfactory access to the Property, and all records relating to the same which City has requested and/or deemed material or relevant; and

(v) had the opportunity to make all inspections and verifications which City deemed necessary for the completion of City's due diligence review for the transactions covered by this Agreement.

b. City agrees that:

(i) TPL has made no representations or warranties with respect to the Property except as set forth in this Agreement;

(ii) TPL shall not be responsible for any statements, representations or warranties of any kind furnished to City by any real estate broker or any other person, unless the same are specifically set forth in this Agreement;

(iii) no materials, brochures, or documents delivered by TPL to City or any other person shall be, or be deemed, a representation, warranty, or agreement of TPL under, or with respect to, this Agreement; and City has, and shall have, the exclusive responsibility for verifying any facts or conditions set forth or described in any such materials, brochures, or documents; and

(iv) City has not undertaken any activity and will not undertake any activity which will jeopardize TPL's efforts to acquire the Property. The parties agree that any activity undertaken by City as required by law is not an activity that would be construed to jeopardize TPL's acquisition effort.

c. City acknowledges that City has had a full and fair opportunity to inspect the Property and any structures or improvements on the Property and to perform any tests or analyses desired by City to satisfy City as to the condition of the Property. Except as to conditions violating applicable state and federal laws of which TPL has actual knowledge, but fails to disclose to City, City agrees to accept the Property including any structures or improvements, "as is, where is," subject to all faults of every kind and nature whatsoever, whether latent or patent and whether now or hereafter existing and subject to any violations of any law or ordinance existing on the date of closing, including without limitation those relating to the environmental condition of the Property. Except as to matters of which TPL has actual knowledge, but has failed to disclose to City, City waives any and all objections to or claims or causes of action against TPL including, but not limited to federal, state or common law actions and any private right of action under state and federal law to which the Property is or may be subject (including, but not limited to CERCLA and RCRA) regarding the physical characteristics and existing structural, geologic, subsurface, soil, water and environmental conditions on, under, adjacent to or otherwise affecting the Property.

City further acknowledges that as a condition of Current Owner's sale of the Property that Current Owner requires that Seller and its successors and assigns release Current Owner of and from any and all responsibility, liability, obligations and claims of any kind and

nature, known or unknown, that Seller or its successors and assigns may have against Current Owner or that may arise in the future, based in whole or in part, upon the Property conditions and/or the presence of environmental contamination on or within or under the surface of the Property, including, without limitation, all responsibility, liability, obligations, and claims that may arise under any local, state or federal law to which the Property is or may be subject. Buyer acknowledges that the provisions of this Section 2 shall survive the Closing.

(d) City understands that as a condition of grant awards to the City to acquire the Property, such awards may require recorded restrictions and/or notice of restrictions to ensure the Property, as well as, the adjacent +/- 51.567 acres that the City acquired from Seller in April, 2017, is consistent with the intent, terms and conditions of the grant application and the purposes for which the grant was awarded.

3. **Closing.** Final settlement of the obligations of the parties hereto shall occur on or before May 25, 2018, at such date, place and time as the parties shall agree (the "Closing"); provided, however, TPL may at its option elect to extend the Closing if the contingency set forth in Section 27 has not been met by said date. This transaction shall be closed in escrow with Presidio Title, 7373 Broadway, Suite 105, San Antonio, Texas 78209 (the "Escrow Holder"). The transaction contemplated hereunder shall be closed by Escrow Holder in accordance with the general provisions of the usual form of deed and money escrow agreement then in use by Escrow Holder, with such additional special provisions inserted in said escrow agreement as may be required to conform with the terms and conditions of this Agreement.

4. **Title.** TPL shall by special warranty deed convey to City its interest in the Property, subject only to the following:

- (i) any federal, state or local laws, ordinances, regulations and/or orders whatsoever;
- (ii) liens for real estate taxes not yet due and payable and other taxes and assessments of any kind or nature assessed (not yet due and payable) with respect to the Property;
- (iii) matters or record;
- (iv) the standard printed exceptions on the form of title insurance issued pursuant to Section 5; and
- (v) any restrictions and/or notice of such restrictions required by Buyer's source(s) of funding for the Property.

TPL has delivered to City a copy of a commitment for title insurance covering the Property issued by Escrow Holder. City shall at its sole cost and expense obtain a title commitment for

title insurance from Escrow Holder committing the title company to issue a TLTA Owner's Policy insuring title to the Property in City.

5. **Title Insurance.** City shall at its option and its sole cost and expense procure a TLTA owner's policy of title insurance from the title company that issued the commitment for title insurance described in Section 4 insuring that title to the Property is vested in City upon Closing, subject to the matters set forth in Section 4.

6. **TPL's Promise not to Further Encumber.** Seller shall not, without the prior written consent of City, make any leases, contracts, options or agreements whatsoever affecting the Property which would in any manner impede TPL's ability to perform hereunder and deliver title as agreed herein. Buyer understands and agrees that there is a Grazing and Hunting Lease ("Grazing Lease") dated April 26, 2017 between Current Owner and Ray Smith affecting the Property. If the Grazing Lease is affecting the Property at the time of Seller's acquisition from Current Owner, the Grazing Lease will be assigned to Seller. Buyer further understands and agrees that if the Grazing Lease has not terminated as of Closing then: (i) Seller shall assign such Grazing Lease to Buyer, and (ii) the lease payment(s) will be prorated as of the date of Closing.

7. **Representations.** TPL makes the following representations:

i. At Closing, TPL will have the power to sell, transfer and convey all right, title and interest in and to the Property.

ii. TPL represents and warrants that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code. TPL's United States Taxpayer Identification Number is 23-7222333.

8. **Taxes, Closing Expenses and Fees.** Real property taxes on the Property shall be prorated as of the date of Closing based upon the latest available tax bill. If the Closing shall occur before the tax rate is fixed for the then current year, subsequent to Closing, when the tax rate is fixed for the year in which the Closing occurs, TPL and City agree to adjust the proration of taxes and, if necessary, to refund or pay (as the case may be) such sums as shall be necessary to effect such adjustment. The escrow fee for Closing shall be shared equally by TPL and City. City believes that if the Property is conveyed by TPL to City that no compensatory or roll back taxes would arise from the termination of a preferential tax classification of the Property payable as a result of TPL's conveyance to City, as City is a governmental entity. If any such monetary obligation arises as a result of TPL's conveyance to City, satisfaction of such obligation will be City's responsibility. Other fees and charges not otherwise allocated in this Agreement shall be allocated in accordance with the customary practice of Hays County, Texas.

9. **Notices.** All notices pertaining to this Agreement shall be in writing delivered to the parties hereto personally by hand, telecopier, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses set forth in Recital A. All notices shall be deemed given when deposited in the mail, first class postage prepaid, addressed to the party to be notified; or if

delivered by hand, telecopier, courier service or Express Mail, shall be deemed given when delivered. The parties may, by notice as provided above, designate a different address to which notice shall be given.

10. **Remedies Upon Default.** In the event either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall have the right of specific performance against the defaulting party, in addition to any and all other remedies provided in this Agreement, or by law or equity.

11. **No Broker's Commission.** Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, the party on account of whose conduct the claim is asserted will hold the other party harmless from said claim.

12. **Time of the Essence.** Time is of the essence of this Agreement.

13. **Binding on Successors.** This Agreement shall be binding not only upon the parties but also upon their heirs, personal representatives, assigns, and other successors in interest.

14. **Additional Documents.** TPL and City agree to execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

15. **Assignment.** City may not assign its interests under this Agreement without the written consent of TPL.

16. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between City and TPL pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

17. **Counterparts and Electronic Delivery.** This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, electronic mail or other electronic transmission shall be deemed as effective delivery of an originally executed counterpart and shall be acceptable as evidence of execution of this Agreement, without the need for sending or receiving the original, executed, document.

18. **Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

20. **Acceptance of Deed.** The acceptance by City of the deed shall be deemed to be full performance by TPL of, and shall discharge TPL from, all obligations hereunder and TPL shall have no further liability hereunder, except as to the failure to disclose information to the City under Section 2 or any misrepresentations made by TPL and relied upon by the City in entering into this Agreement.

21. **Risk of Loss.** TPL will notify City promptly after discovery of any casualty damage to the Property. TPL will have no obligation to repair or replace the Property if it is damaged by casualty before Closing. City may terminate this Agreement if the casualty damage that occurs before Closing would materially affect City's intended use of the Property, by giving notice to TPL within fifteen days after receipt of TPL's notice of the casualty (or before Closing if TPL's notice of the casualty is received less than fifteen days before Closing). If City does not terminate this Agreement, TPL will convey the Property to City in its damaged condition,

22. **Condemnation.** In the event of the taking of all or any part of the Property by eminent domain proceedings, or the commencement of such proceedings prior to Closing, City shall have the right, at its option, to terminate this Agreement by written notice to TPL.

23. **Possession.** Possession of the Property shall be delivered on the date of Closing in the same condition as it is on the date hereof and/or as required pursuant to the terms of this Agreement, ordinary wear and tear excepted, free and clear of the rights or claims of any other party except as otherwise permitted in Sections 4 and 6.

24. **City's Representation.** City represents that it has full power and authority to enter into this Agreement and the person signing this Agreement for City has full power and authority to sign for City and to bind it to this Agreement.

25. **Miscellaneous.** In the event that any of the deadlines set forth herein end on a Saturday, Sunday or legal holiday, such deadline shall automatically be extended to the next business day which is not a Saturday, Sunday or legal holiday. The term "business days" as may be used herein shall mean all days which are not on a Saturday, Sunday or legal holiday.

26. **Representation.** City hereby acknowledges that neither The Trust for Public Land nor its attorney represented City as an attorney in this transaction and neither actually provided any legal advice, counsel or service to or on behalf of City. City further acknowledges that The Trust for Public Land's attorney represented the interests of The Trust for Public Land solely in this transaction.

27. **Contingencies.** Buyer acknowledges that Seller does not presently own the Property and that Seller's duties hereunder and Buyer's rights hereunder are both expressly contingent upon the acquisition by Seller of the Property. In the event Seller does not acquire the Property from the Current Owner, this Agreement shall terminate and neither party shall have any further obligations hereunder. Seller also acknowledges that Buyer, as a subgrantee through Texas Parks and Wildlife Department, is relying upon the award of grant funds from the United States Department of the Interior to fund the purchase of the Property. If such grant funds are not awarded, then this Agreement shall terminate and neither party shall have any further obligations hereunder.

28. **Conditions to Access to Property.** Before entering upon the Property, City shall notify TPL and TPL shall have obtained the Current Owner's permission for City to enter upon the Property to conduct said investigations. To the extent allowed by the constitution and laws of the State of Texas, City does hereby indemnify and hold the Current Owner and TPL and its officers, directors, principals, and employees, as the case may be, harmless from and against any and all liability, loss, cost, claim, action, suit and/or expense (including but not limited to attorneys' fees and litigation expenses) which they may suffer or incur by reason of City's or its agents presence on the Property.

29. **Signage.** The parties agree that permanent signage on the Property shall provide for recognition of the role of TPL in this acquisition, said signage being subject to applicable governmental regulations and the approval of TPL. This section shall survive the delivery of the deed.

30. **Expiration.** This Agreement shall be of no force or effect, and shall be null and void, unless a fully-signed original of this Agreement, signed by both parties, is delivered to Seller and received by Seller no later than April 20, 2018. Seller may in its sole discretion waive this expiration date.

IN WITNESS of the foregoing provisions the parties have executed and delivered this Agreement as of the date set forth below. The effective date (the "Effective Date") of this Agreement shall be the last date of execution by either of the parties to this Agreement. This Agreement may be executed and delivered by electronic signature (including facsimile or .pdf) by or on behalf of either Buyer or Seller, which form of execution and delivery shall be effective for all purposes.

[Signatures follow on the next page.]

TPL:

THE TRUST FOR PUBLIC LAND

By: _____

Title: _____

Date: _____

CITY:

CITY OF SAN MARCOS

By: _____

Title: _____

Date: _____

EXHIBIT A

Property

**STATE OF TEXAS
COUNTY OF HAYS**

**JOHN WILLIAMS SURVEY, A-471 & 490
151.00 ACRES**

BEING 151.00 ACRES OF LAND OUT OF THE JOHN WILLIAMS SURVEYS, ABSTRACTS NO 471 AND 490, HAYS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CALLED 311.74 ACRES OF LAND CONVEYED TO CLAUD KERN WILDENTHAL BY DEED RECORDED IN VOLUME 1385, PAGE 398 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, A PORTION OF THAT CALLED 300 ACRES, MORE OR LESS, CONVEYED TO BRYAN WILDENTHAL BY DEED RECORDED IN VOLUME 98, PAGE 396 OF THE HAYS COUNTY DEED RECORDS, AND A PORTION OF THAT CALLED 7.14 ACRES CONVEYED TO BRYAN WILDENTHAL BY DEED RECORDED IN VOLUME 191, PAGE 484 OF THE HAYS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found at a fence corner at the most southerly corner of said Wildenthal called 300 acre tract, for the south corner of the herein described tract, same being at a common corner of that certain called 289.53 acre tract situated in the John Williams Surveys, Hays County Texas, as conveyed to Clovis Barker and Medical X-Ray Consultants, P.A., Profit Sharing Plan and Trust by deed dated June 30, 1995 and recorded in Volume 1158, Page 659 of the Official Public Records of Hays County, Texas, and as conveyed to the City of San Marcos, and being on the top of a bluff on the north bank of Purgatory Creek, and also being in the northerly line of that certain called 521.55 acre tract conveyed to Dixie L. Lenz, et al, by deed recorded in Volume 4517, Page 277, Official Public Records of Hays County, Texas;

THENCE along a fence and said bluff of Purgatory Creek and the common north line of said Lenz, et al, called 521.55 acre tract, the following courses and distances numbered (1) through (7):

- 1) North 67°15'40" West, a distance of 167.01 feet to a 6" cedar post;**
- 2) North 75°10'19" West, a distance of 37.16 feet to a 6" cedar post;**
- 3) North 78°43'32" West, a distance of 272.18 feet to a 15" elm tree;**
- 4) North 65°43'52" West, a distance of 113.90 feet to a 15" cedar tree;**
- 5) North 64°35'07" West, a distance of 59.88 feet to a 6" cedar post;**
- 6) North 67°51'06" West, a distance of 119.69 feet to a 17" live oak tree;**

7) North 70°05'57" West, a distance of **50.30 feet** to a 3-1/2" metal pipe post at the west corner of said Wildenthal called 300 acre tract, same being at a common south corner of that certain called 649.592 acre tract of land conveyed to Lazy Oaks Ranch, LP by deed recorded in Volume 4856, Page 534 of the Official Public Records of Hays County, Texas;

THENCE along the northwest line of said Wildenthal called 300 acre tract and a common southeast line of said Lazy Oaks Ranch, LP called 649.592 acre tract, the following courses and distances numbered **(1)** through **(3)**:

1) North 45°43'47" East, a distance of **606.73 feet** to a 1/2" iron rod set for corner;

2) North 44°57'18" East, a distance of **409.25 feet** to a 6" cedar post for corner;

3) North 45°32'24" East, at a distance of 3955.63 feet passing a 1/2" iron rod with cap marked "ASH5687" set, and continuing on for a total distance of **5187.63 feet** to a 1/2" iron rod with cap marked "ASH5687" set for the **POINT OF BEGINNING** and west corner of the herein described tract of land;

THENCE continuing along the northwest line of said Wildenthal called 300 acre tract and a common southeast line of said Lazy Oaks Ranch, LP called 649.592 acre tract, the following courses and distances numbered **(1)** through **(4)**:

1) North 45°32'24" East, a distance of **1995.82 feet** to a 1/2" iron rod found for corner;

2) North 45°16'21" East, a distance of **951.80 feet** to a 1/2" iron rod with cap found for corner;

3) North 44°21'25" East, a distance of **215.75 feet** to a cedar post for corner;

THENCE North 43°03'40" East, a distance of **157.36 feet** to a cedar post for corner at the most northerly corner of said Wildenthal called 300 acre tract and a common corner of said Lazy Oaks Ranch, LP called 649.592 acre tract, and being at a common corner of that certain 114.00 acre tract or parcel of land described as Tract "C" conveyed to Marvin C. Wills by Correction Partition Deed recorded in Volume 1658, Page 162 of the Official Public Records of Hays County, Texas, and further described as Tract "1" in a Executor's Deed to Marla D. Sams and Marvin C. Wills, Jr. as Co-trustees of the Marvin C. Wills Family Trust recorded in Volume 3394, Page 425, Official Public Records of Hays County, Texas;

THENCE along a wire fence and the common southwest line of said Wills called 114.00 acre tract, the following courses and distances numbered **(1)** through **(11)**:

1) South 19°55'25" East, a distance of **32.16 feet** to a 10" wood post for corner;

2) South 10°07'35" West, a distance of **104.78 feet** to a 10" wood post for corner;

3) South 44°29'53" East, a distance of **10.31 feet** to a 10" wood post for corner;

- 4) **South 50°39'07" West**, a distance of **10.83 feet** to a fence post for corner;
- 5) **South 34°39'36" East**, a distance of **102.48 feet** to a 4" cedar post for corner;
- 6) **South 37°30'07" East**, a distance of **280.91 feet** to a 6" cedar post for corner;
- 7) **South 27°33'13" East**, a distance of **424.22 feet** to a 2" cedar post for corner;
- 8) **South 33°45'14" East**, a distance of **957.60 feet** to a 13" live oak tree for corner;
- 9) **South 29°44'09" East**, a distance of **22.00 feet** to a 10" cedar tree for corner;
- 10) **South 07°26'06" East**, a distance of **107.08 feet** to a 10" cedar tree for corner;
- 11) **South 04°08'13" West**, a distance of **64.47 feet** to a 4" cedar post at a west corner of said Wills called 114.00 acre tract and an easterly corner of the herein described tract of land, same being at a common north corner of that certain called 326.30 acre tract of land conveyed to the City of San Marcos by deed recorded in Volume 1922, Page 338 of the Official Public Records of Hays County, Texas;

THENCE continuing along a fence and a common northwest line of said City of San Marcos called 326.30 acre tract, the following course and distances numbered **(1)** through **(17)**:

- 1) **South 33°05'52" West**, a distance of **72.26 feet** to a 9" live oak tree for corner;
- 2) **South 26°09'02" West**, a distance of **39.60 feet** to a 8" cedar tree for corner;
- 3) **South 20°53'51" West**, a distance of **372.13 feet** to a 6" cedar post for corner;
- 4) **South 20°07'51" West**, a distance of **331.28 feet** to a dead 10" elm tree for corner;
- 5) **South 20°32'13" West**, a distance of **101.01 feet** to a leaning 6" wood post for corner;
- 6) **South 42°53'39" West**, a distance of **52.18 feet** to an 8" cedar tree for corner;
- 7) **South 50°52'27" West**, a distance of **454.74 feet** to a 6" cedar post for corner;
- 8) **South 53°09'34" West**, a distance of **31.70 feet** to a 12" cedar tree for corner;
- 9) **South 48°25'56" West**, a distance of **62.68 feet** to a 4" cedar post for corner;
- 10) **South 22°43'46" West**, a distance of **169.71 feet** to an 8" live oak tree for corner;
- 11) **South 26°55'26" West**, a distance of **49.82 feet** to a 17" cedar tree for corner;
- 12) **South 37°24'08" West**, a distance of **178.88 feet** to a 12" cedar tree for corner;

13) South 40°37'29" West, a distance of **90.10 feet** to a 15" oak tree stump for corner;

14) South 76°46'15" West, a distance of **108.49 feet** to a 6" live oak tree for corner;

15) South 82°41'12" West, a distance of **82.79 feet** to a dead tree stump for corner;

16) South 72°02'55" West, a distance of **35.39 feet** to a 9" elm tree for corner;

17) North 78°06'29" West, a distance of **39.83 feet** to a 1/2" iron rod found at a corner post at a northwesterly corner of said City of San Marcos called 326.30 acre tract and the common northeasterly corner of the aforesaid Clovis Barker and Medical X-Ray Consultants, P.A., Profit Sharing Plan and Trust called 289.53 acre tract and a common northeasterly corner of that certain called 107.01 acre tract of land conveyed to the City of San Marcos by deed recorded in Volume 4272, Page 641 of the Official Public Records of Hays County, Texas;

THENCE continuing along a wire fence and with the northwest line of the said Clovis Barker and Medical X-Ray Consultants, P.A., Profit Sharing Plan and Trust called 289.53 acre tract, the following courses and distances numbered (1) through (13):

1) North 80°07'01" West, a distance of **155.41 feet** to a 1/2" iron rod with cap found for corner;

2) North 72°24'30" West, a distance of **153.37 feet** to a 1/2" iron rod with cap found for corner;

3) North 82°22'56" West, a distance of **17.50 feet** to a 1/2" iron rod with cap found for corner;

4) South 83°06'48" West, a distance of **50.36 feet** to a 1/2" iron rod with cap found for corner;

5) South 77°58'40" West, a distance of **49.59 feet** to a 1/2" iron rod with cap found for corner;

6) South 64°36'20" West, a distance of **60.93 feet** to a 1/2" iron rod with cap found for corner;

7) South 69°01'17" West, a distance of **22.93 feet** to a 1/2" iron rod with cap found for corner;

8) South 84°50'36" West, a distance of **17.13 feet** to a 1/2" iron rod with cap found for corner;

9) North 43°21'15" West, a distance of **11.83 feet** to a 1/2" iron rod with cap found for corner;

10) South 76°10'41" West, a distance of **33.27 feet** to a 1/2" iron rod with cap found for corner;

11) South 40°39'37" West, a distance of **164.50 feet** to a 1/2" iron rod with cap found for corner;

12) South 36°39'47" West, a distance of **69.34 feet** to a 1/2" iron rod with cap found for corner;

13) South 39°35'36" West, a distance of **49.50 feet** to a 1/2" iron rod with cap marked "ASH5687" found for corner at a common northerly or northwesterly corner of the aforementioned called

107.01 acre tract of land conveyed to the City of San Marcos as recorded in Volume 4272, Page 641 of the Official Public Records of Hays County, Texas;

THENCE North 43°21'31" West, through and severing said Wildenthal called 300 acre tract, a distance of **1869.31 feet** to the **POINT OF BEGINNING** and **CONTAINING 151.00 ACRES OF LAND**.

BEARING BASIS HEREIN DERIVED BY GPS MEASUREMENTS ADJUSTED BY HARN (HIGH ACCURACY REFERENCE NETWORK) & PROJECTED TO TEXAS STATE PLANE COORDINATES (TEXAS SOUTH CENTRAL ZONE) & NAD83.