

PURCHASE AGREEMENT

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants herein, MYRTLE MCCARTY ESTATE (the "Seller," whether one or more) hereby agrees to grant, bargain, sell and convey to the City of San Marcos, Texas (the "City"), or its assignee, and the City agrees to purchase an approximately 10.492 acre tract of land located in San Marcos, Hays County, Texas, as described in Exhibit "A," attached hereto and made a part hereof (the "Property"), together with an approximately 0.251 acre Water/Wastewater Easement in the form provided in Exhibit "B," attached hereto and made a part hereof (the "Easement"), and a Temporary Workspace License concerning 0.41 acres of land in the form provided in Exhibit "C," attached hereto and made a part hereof for all purposes (the "License"), subject to the terms and conditions below:

1. **Price:** The total purchase price for the Property, the Easement and the License to be paid by the City shall be **ONE HUNDRED THOUSAND DOLLARS or \$100,000.00**. Payment of the purchase price shall be made upon transfer of title to the Property, together with delivery of the duly executed Easement and License to the City at closing.

2. **Title Company and Title Insurance:** The City will acquire at its own option and expense a policy of title insurance issued by a title company selected by the City (the "Title Company"). The Title Company shall act as escrow agent.

3. **Closing:** Closing shall occur at the Title Company on or before **60** days after the effective date of this agreement at the election of the City. Notwithstanding the foregoing, if examination of title, or any other source discloses any defects of said title in relation to the Property or the Easement which, in the opinion of the City, cannot be cured in a reasonable time, then the City, in its discretion, reserves the right to extend the date for closing for the period of time necessary to cure such defects or terminate this agreement. The City shall not be obligated to purchase the Easement or the License if it does not close on the purchase of the Property.

4. **Conveyance:** Upon closing, the Seller shall: a) convey to the City, or its assignee, by General Warranty Deed a good and marketable fee simple title to the Property and all appurtenances; and b) deliver to the City, or its assignee, a duly executed Easement, each of the foregoing both free and clear of all liens, assessments and encumbrances, except as specifically agreed to by the City. At the closing, Seller shall also deliver to the City a duly executed License.

5. **Closing Expenses:** The General Warranty Deed shall be prepared by the City. All expenses for the recording of the deed and the Easement and incidental closing expenses shall be paid by the City.

6. **Damage to Property:** It is further agreed and understood that the purchase price stated above is based upon the condition of the Property as of the date of this agreement, and if between said date and the date upon which title is conveyed to the City, any loss or damage occurs to the Property by any cause whatsoever, including but not limited to fire, casualty, theft, or vandalism, said loss or damage shall be at the risk of the Seller. In the event the condition of the

Property should change, for any reason, prior to the date of delivery of possession to the City, the City shall have the right to terminate this agreement.

7. Leases: It is further agreed and understood that if the Property or any portion thereof is currently leased to any individual, family or business concern as tenant or tenants of the Seller, the Seller will terminate the lease and the closing date will be extended until the date all tenants have vacated the Property pursuant to such termination, unless the City agrees to an assignment of such lease. The Seller, otherwise, agrees not to enter into any leases of the Property or any portion thereof after the date of this agreement.

8. Taxes and Assessments: Taxes and assessments against the Property shall be prorated through the date of closing. It is understood and agreed by the Seller that, after closing, the City may forward any tax bills attributable to the Seller's ownership of the Property directly to the Seller and the Seller shall promptly pay such bill. If the City pays such bill, it may forward an invoice to the Seller for reimbursement and the seller shall promptly pay such invoice. The City may pursue any remedies available at law or in equity to enforce the Seller's obligations under this paragraph. The Seller's obligations under this paragraph shall survive closing.

9. Entire Agreement: The full agreement of the Seller and the City is set forth in the text of this instrument, and no other representations or obligations other than those set forth herein will be recognized.

10. Venue: Venue for any dispute arising under this agreement shall be in the appropriate state court in Hays County, Texas having jurisdiction or, if in federal court, the United States District Court for the Western District of Texas, Austin Division.

11. Binding on Successors: This agreement shall be binding upon the Seller and the Seller's heirs, executors, administrators, successors and assigns.

12. Subject to Approval: The effectiveness of this agreement is subject to approval of the San Marcos City Council when the purchase price exceeds \$50,000.

[SIGNATURES IN NEXT PAGE]

EXECUTED to be effective as of the date of the last signature below.

SELLER:


MYRTLE MCCARTY ESTATE

Date: 5-19-2021

CITY OF SAN MARCOS, TEXAS

By: _____

Date: _____

Name: _____

Title: _____

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

CITY OF SAN MARCOS PUBLIC UTILITY EASEMENT
(Water, Wastewater and Drainage Utilities)

Date: May 10, 2021

Grantor: Myrtle McCarty Estate

Grantor's Address: 127 S BISHOP, SAN MARCOS, TEXAS 78666

Grantee: City of San Marcos, Texas, 630 E. Hopkins Street, San Marcos, Hays County, TX 78666

Consideration: Ten Dollars (\$10.00) and other valuable consideration.

Easement Area 0.251 ACRES, MORE OR LESS, OF LAND AREA IN THE J. M. VERAMENDI LEAGUE NO. 1, BEING PART OF LOT 7 AND LOT 10 OF THE JACK THOMAS SUBURBAN ADDITION, RECORDED IN VOLUME 81 PAGE 4 OF THE HAYS COUNTY DEED RECORDS AND BEING ALL OF THAT TRACT DESCRIBED AS TRACT 1, PART OF LOT 7 & LOT 10 AND CONVEYED FROM THE ESTATE OF ANSEL MCCARTY TO MYRTLE MCCARTY DATES APRIL 5, 1990 AND RECORDED IN VOLUME 127, PAGE 570 OF HAYS COUNTY PROBATE MINUTES as further described by metes and bounds in the attached Exhibit A, which is incorporated herein for all intents and purposes.

Grant of Easement: Grantor, for the Consideration, grants, bargains, sells and conveys unto Grantee, its successors and assigns, a perpetual easement and right-of-way for the purpose of laying, erecting, constructing, operating, repairing, replacing, upgrading, enlarging, relocating and maintaining public *drainage, water and wastewater* utility facilities and any and all related appurtenances and equipment, including, without limitation, all necessary drainage ways and channels, culverts, box culverts, pipelines, valves, fittings, appliances, devices, manholes, vents, switches, meters and any other appurtenances (the foregoing utility facilities and related appurtenances being referred to collectively as the "Utility Facilities") (whether located on, below or above the surface of the land) upon, over, across, through and under the Easement Area, together with surface uses incidental thereto, including the free right of ingress and egress over and across the Easement Area, and the right to excavate and refill ditches and trenches for the construction, repair, replacement, upgrading, relocation, maintenance and operation of the Utility Facilities (the foregoing grant and rights being collectively referred to herein as the "Easement"), to have and to hold it to Grantee and Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend this Easement to Grantee and Grantee's successors and assigns against every person whomever lawfully claiming or to claim the same or any part thereof.

The Grantor covenants for itself and its successors and assigns, not to place or maintain any building, structure, or any other obstruction on or within the Easement Area, or to use the surface of the Easement Area for any purpose that would interfere with or prevent the use by Grantee of the Easement Area for the purposes set forth herein without the consent of Grantee. Grantee shall have the right to remove any building, structure or other improvements in the Easement Area to which it has not consented.

Grantee shall have the right to cut, trim, and control the growth of trees and other vegetation and to remove or alleviate other such obstructions on and in the Easement Area without payment to the Grantor, which interferes with or threatens the operation and maintenance of the Utility Facilities.

Grantor acknowledges that any and all Utility Facilities in the Easement Area shall remain the property of Grantee.

Grantor expressly subordinates all rights of surface use of the Easement Area incident to the mineral estate to the above described uses and surface uses by Grantee, and agrees to any lien holder subordinations as may be requested by Grantee.

If any clause, sentence, paragraph or article of this easement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such determination shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the easement can be given effect without the invalid portion. To this extent, the provisions of this easement are declared to be severable.

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

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE(S) ON FOLLOWING PAGE.*

GRANTOR: Jimmy D. McCarty

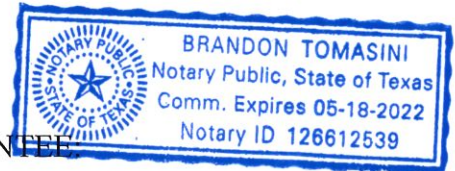
By: Jimmy D. McCarty

ACKNOWLEDGMENT

The State of Texas §
 §
County of Hays §

This instrument was acknowledged before me on 19TH of MAY 2021,
Jimmy D. McCarty in such capacity, on behalf of said entity.

[Signature]
Notary Public, State of TEXAS



ACCEPTED BY GRANTEE

CITY OF SAN MARCOS

By: _____
Brandon Tomasini
Real Estate Specialist
Engineering / Capital Improvements
City of San Marcos

ACKNOWLEDGMENT

The State of Texas §
 §
County of Hays §

This instrument was acknowledged before me on _____ by Brandon Tomasini, Real Estate Specialist, Engineering/Capital Improvements, City of San Marcos, in such capacity on behalf of said entity.

Notary Public, State of Texas

CONSENT OF LIENHOLDER

[name of lienholder], as the holder of liens(s) against the Easement Area, consents to the above grant of an easement, including the terms and conditions of such grant, and Lienholder agrees that a foreclosure of its lien(s) will not extinguish the rights and interests created by the easement in the Easement Area.

[NAME OF LIENHOLDER]

By: _____

[name and title]

ACKNOWLEDGMENT

The State of Texas §

§

County of [COUNTY] §

This instrument was acknowledged before me on [DATE] by [NAME], [TITLE] of [ENTITY], in such capacity on behalf of said entity.

Notary Public, State of _____

EXHIBIT A - Page 1 of 3
0.251 ACRES
W/WW & DRAINAGE EASEMENT

DESCRIPTION OF 0.251 ACRES, MORE OR LESS, OF LAND AREA IN THE J. M. VERAMENDI LEAGUE NO. 1, BEING PART OF LOT 7 AND LOT 10 OF THE JACK THOMAS SUBURBAN ADDITION, RECORDED IN VOLUME 81, PAGE 4 OF THE HAYS COUNTY DEED RECORDS AND BEING ALL OF THAT TRACT DESCRIBED AS TRACT 1, PART OF LOT 7 & LOT 10 AND CONVEYED FROM THE ESTATE OF ANSEL MCCARTY TO MYRTLE MCCARTY DATED APRIL 5, 1990 AND RECORDED IN VOLUME 127, PAGE 570 OF THE HAYS COUNTY PROBATE MINUTES, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set in the northeast line of Porter Street of the Jack Thomas Suburban Addition and for the common east corner of the Myrtle McCarty tract and Lot 10 and the southwest corner of Bishop Street of the Jack Thomas Subdivision, from which a concrete nail set with an aluminum washer stamped "Byrn Survey" for the common southeast corner of Bishop Street and the south corner of that tract described as Tract Two, being the "L. P. Baker Tract" of the Jack Thomas Suburban Addition Resubdivision bears N 45° 09' 22" E 27.49 feet;

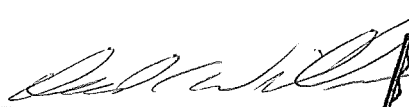
THENCE leaving Bishop Street and the **PLACE OF BEGINNING** as shown on that plat numbered 27810-21-2-d dated September 30, 2020 as prepared for the City of San Marcos by Byrn & Associates, Inc. of San Marcos, Texas with the common southeast line of Lot 10, the southeast line of the Myrtle McCarty tract, and the northwest line of Porter Street **S 45° 09' 22" W 62.16 feet** to a 1/2" iron rod set in the northeast line of the remaining portion of that tract called Tract One, 11.27 acres, in a deed from J. H. McCarty et ux to Ansel McCarty dated January 30, 1970 and recorded in Volume 235, Page 115 of the Hays County Deed Records and for the common south corner of Lot 10 and south corner of the Myrtle McCarty tract from which a 1/2" iron rod set for the south corner of Porter Street bears S 80° 57' 35" E 61.90 feet;

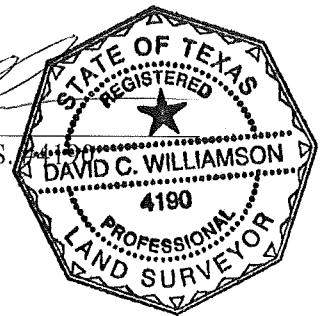
THENCE leaving Porter Street with the common southwest line of Lot 10 and Lot 7, the southwest line of the Myrtle McCarthy tract, and the northeast line of the remaining portion of the McCarthy 11.27 acre tract, **N 80° 57' 35" W 186.93 feet** to a 1/2" iron rod set in the common northeast line of the remaining portion of the McCarty 11.27 acre tract, the southeast line of that tract described as part of Lot 6, Lot 7, and Lot 10 in a deed from Luta R. Bertram to Guadalupe Carranco et ux dated July 6, 1976 and recorded in Volume 285, Page 783 of the Hays County Deed Records, from which a 1" iron pipe found for the southwest corner of Lot 7 bears N 80° 57' 35" W 30.76 feet;

THENCE leaving the remaining portion of the McCarty 11.27 acre tract with the common southeast line of the Carranco tract and the northeast line of the Myrtle McCarty tract **N 70° 08' 55" E 194.52 feet** to a 1/2" iron rod set in the common west line of Porter Street and the east line of Lot 10 and for the common east corner of the Carranco tract and the north corner of the Myrtle McCarthy tract, passing at 149.35 feet the common southeast line of Lot 7 and the northwest line of Lot 10;

EXHIBIT A - Page 2 of 3
0.251 ACRES
W/WW & DRAINAGE EASEMENT

THENCE with said common line **S 41° 32' 41" E 68.94 feet** to the **PLACE OF BEGINNING**. There are contained within these metes and bounds 0.251 acres, more or less, of land area as prepared from public records and a survey made on the ground on September 30, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey". The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone.

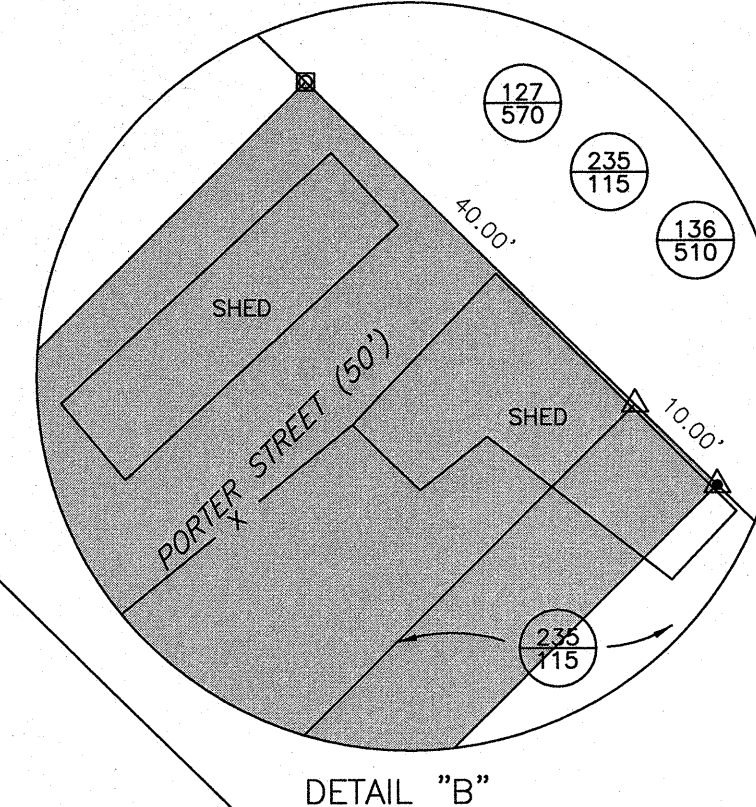
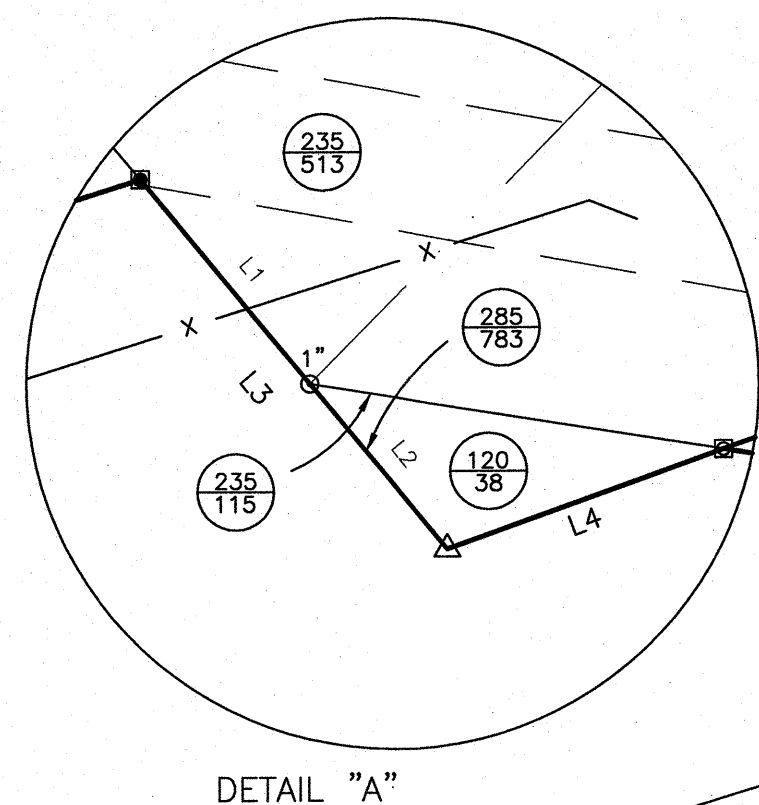

David C. Williamson, R.P.L.S.



Client: City of San Marcos
Date: September 30, 2020
Survey: Veramendi, J.M., League No. 1
County: Hays
Job No: 27810-20
FND0.251

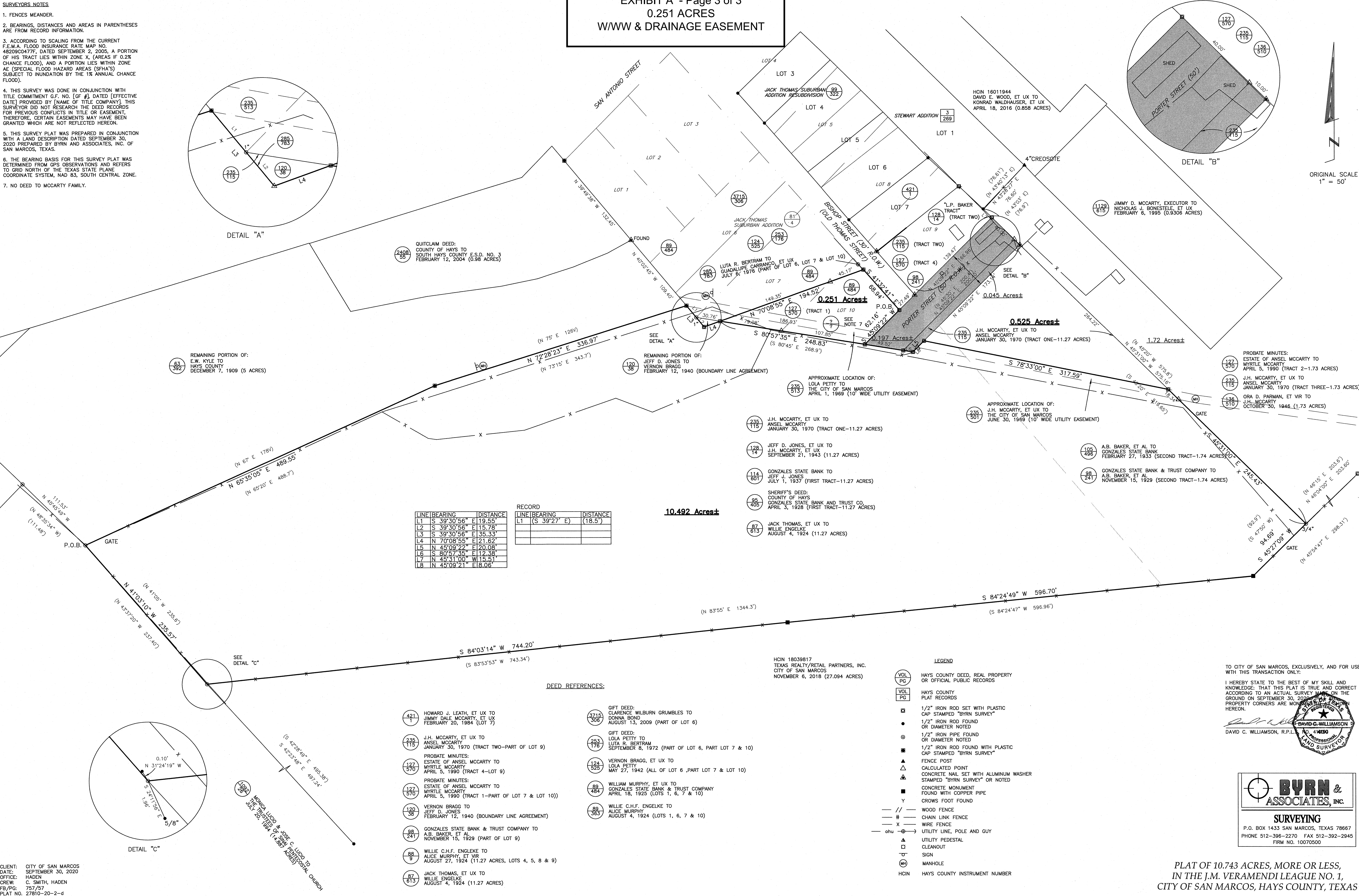
SURVEYORS NOTES

1. FENCES MEANDER.
2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0477F, DATED SEPTEMBER 2, 2005, A PORTION OF HIS TRACT LIES WITHIN ZONE X, (AREAS IF 0.2% CHANCE FLOOD), AND A PORTION LIES WITHIN ZONE AE (SPECIAL FLOOD HAZARD AREAS (SFHA'S) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD).
4. THIS SURVEY WAS DONE IN CONJUNCTION WITH TITLE COMMITMENT G.F. NO. [OF #], DATED [EFFECTIVE DATE] PROVIDED BY [NAME OF TITLE COMPANY]. THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
5. THIS SURVEY PLAT WAS PREPARED IN CONJUNCTION WITH A LAND DESCRIPTION DATED SEPTEMBER 30, 2020 PREPARED BY BYRN AND ASSOCIATES, INC. OF SAN MARCOS, TEXAS.
6. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.
7. NO DEED TO MCCARTY FAMILY.



ORIGINAL SCALE
1" = 50'

EXHIBIT A - Page 3 of 3
0.251 ACRES
W/WW & DRAINAGE EASEMENT



REMAINING PORTION OF:
E.W. KYLE TO
HAYS COUNTY
DECEMBER 7, 1909 (5 ACRES)

QUITCLAIM DEED:
COUNTY OF HAYS TO
SOUTH HAYS COUNTY E.S.D. NO. 3
FEBRUARY 12, 2004 (0.98 ACRES)

REMAINING PORTION OF:
JEFF D. JONES TO
VERNON BRAGG
FEBRUARY 12, 1940 (BOUNDARY LINE AGREEMENT)

APPROXIMATE LOCATION OF:
LOLA PETTY TO
THE CITY OF SAN MARCOS
APRIL 1, 1969 (10' WIDE UTILITY EASEMENT)

J.H. MCCARTY, ET UX TO
ANSEL MCCARTY
JANUARY 30, 1970 (TRACT ONE-11.27 ACRES)

JEFF D. JONES, ET UX TO
J.H. MCCARTY, ET UX
SEPTEMBER 21, 1943 (11.27 ACRES)

GONZALES STATE BANK TO
JEFF D. JONES
JULY 1, 1937 (FIRST TRACT-11.27 ACRES)

SHERIFF'S DEED:
COUNTY OF HAYS
GONZALES STATE BANK AND TRUST CO.
APRIL 3, 1928 (FIRST TRACT-11.27 ACRES)

JACK THOMAS, ET UX TO
GONZALES STATE BANK & TRUST CO.
AUGUST 4, 1924 (11.27 ACRES)

HCIN 18039817
TEXAS REALTY/RETAIL PARTNERS, INC.
CITY OF SAN MARCOS
NOVEMBER 6, 2018 (27.094 ACRES)

APPROXIMATE LOCATION OF:
J.H. MCCARTY, ET UX TO
THE CITY OF SAN MARCOS
JUNE 30, 1969 (10' WIDE UTILITY EASEMENT)

A.B. BAKER, ET AL TO
GONZALES STATE BANK
FEBRUARY 27, 1933 (SECOND TRACT-1.74 ACRES)

GONZALES STATE BANK & TRUST COMPANY TO
A.B. BAKER, ET AL
NOVEMBER 15, 1929 (SECOND TRACT-1.74 ACRES)

PROBATE MINUTES:
ESTATE OF ANSEL MCCARTY TO
MYRTLE MCCARTY
APRIL 5, 1990 (TRACT 2-1.73 ACRES)

J.H. MCCARTY, ET UX TO
ANSEL MCCARTY
JANUARY 30, 1970 (TRACT THREE-1.73 ACRES)

ORA D. PARMAN, ET VIR TO
J.H. MCCARTY
OCTOBER 30, 1946 (1.73 ACRES)

LINE	BEARING	DISTANCE
L1	S 39°30'56" E	19.55'
L2	S 39°30'56" E	15.78'
L3	S 39°30'56" E	35.33'
L4	N 70°08'55" E	21.62'
L5	N 45°09'22" E	20.08'
L6	S 80°57'35" E	12.38'
L7	N 45°51'00" W	15.51'
L8	N 45°09'21" E	8.06'

RECORD	LINE	BEARING	DISTANCE
	L1	(S 39°27' E)	(18.5')

DEED REFERENCES:

- 421 HOWARD J. LEATH, ET UX TO
JIMMY DALE MCCARTY, ET UX
FEBRUARY 20, 1984 (LOT 7)
- 235 J.H. MCCARTY, ET UX TO
ANSEL MCCARTY
JANUARY 30, 1970 (TRACT TWO-PART OF LOT 9)
- 127 PROBATE MINUTES:
ESTATE OF ANSEL MCCARTY TO
MYRTLE MCCARTY
APRIL 5, 1990 (TRACT 4-LOT 9)
- 127 PROBATE MINUTES:
ESTATE OF ANSEL MCCARTY TO
MYRTLE MCCARTY
APRIL 5, 1990 (TRACT 1-PART OF LOT 7 & LOT 10)
- 120 VERNON BRAGG TO
JEFF D. JONES
FEBRUARY 12, 1940 (BOUNDARY LINE AGREEMENT)
- 98 GONZALES STATE BANK & TRUST COMPANY TO
A.B. BAKER, ET AL
NOVEMBER 15, 1929 (PART OF LOT 9)
- 88 WILLIE C.H.F. ENGLEKE TO
ALICE MURPHY, ET VIR
AUGUST 27, 1924 (11.27 ACRES, LOTS 4, 5, 8 & 9)
- 87 JACK THOMAS, ET UX TO
WILLIE ENGLEKE
AUGUST 4, 1924 (11.27 ACRES)

- 3715 GIFT DEED:
CLARENCE WILBURN GRUMBLES TO
DONNA BOND
AUGUST 13, 2009 (PART OF LOT 6)
- 253 GIFT DEED:
LOLA PETTY TO
LUTA R. BERTRAM
SEPTEMBER 8, 1972 (PART OF LOT 6, PART LOT 7 & 10)
- 124 VERNON BRAGG, ET UX TO
LOLA PETTY
MAY 27, 1942 (ALL OF LOT 6, PART LOT 7 & LOT 10)
- 89 WILLIAM MURPHY, ET UX TO
GONZALES STATE BANK & TRUST COMPANY
APRIL 18, 1925 (LOTS 1, 6, 7 & 10)
- 89 WILLIE C.H.F. ENGLEKE TO
ALICE MURPHY
AUGUST 4, 1924 (LOTS 1, 6, 7 & 10)

- LEGEND**
- VOL PG HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
 - VOL PG HAYS COUNTY PLAT RECORDS
 - 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
 - 1/2" IRON ROD FOUND OR DIAMETER NOTED
 - 1/2" IRON PIPE FOUND OR DIAMETER NOTED
 - 1/2" IRON ROD FOUND WITH PLASTIC CAP STAMPED "BYRN SURVEY"
 - FENCE POST
 - CALCULATED POINT
 - CONCRETE NAIL SET WITH ALUMINUM WASHER STAMPED "BYRN SURVEY" OR NOTED
 - CONCRETE MONUMENT FOUND WITH COPPER PIPE
 - CROWS FOOT FOUND
 - WOOD FENCE
 - CHAIN LINK FENCE
 - WIRE FENCE
 - UTILITY LINE, POLE AND GUY
 - UTILITY PEDESTAL
 - CLEANOUT
 - SIGN
 - MANHOLE
 - HCIN HAYS COUNTY INSTRUMENT NUMBER

TO CITY OF SAN MARCOS, EXCLUSIVELY, AND FOR USE WITH THIS TRANSACTION ONLY:

I HEREBY STATE TO THE BEST OF MY SKILL AND KNOWLEDGE: THAT THIS PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND ON SEPTEMBER 30, 2020. THE PROPERTY CORNERS ARE MONUMENTED HEREON.

DAVID C. WILLIAMSON, R.P.L.
DAVID C. WILLIAMSON, R.P.L.
NO. 41490
PROFESSIONAL LAND SURVEYOR

BYRN & ASSOCIATES, INC.
SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512-396-2270 FAX 512-392-2945
FIRM NO. 10070500

PLAT OF 10.743 ACRES, MORE OR LESS,
IN THE J.M. VERAMENDI LEAGUE NO. 1,
CITY OF SAN MARCOS, HAYS COUNTY, TEXAS

CLIENT: CITY OF SAN MARCOS
DATE: SEPTEMBER 30, 2020
OFFICE: HADEN
CREW: C. SMITH, HADEN
FB/PG: 757/57
PLAT NO. 27610-20-2-d

DESCRIPTION OF 10.492 ACRES, MORE OR LESS, OF LAND AREA IN THE J. M. VERAMENDI LEAGUE NO. 1, BEING A REMAINING PORTION OF THAT TRACT CALLED TRACT ONE, 11.27 ACRES, IN A DEED FROM J. H. MCCARTY ET UX TO ANSEL MCCARTY DATED JANUARY 30, 1970 AND RECORDED IN VOLUME 235, PAGE 115 OF THE HAYS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pipe found in the east line of that tract described as 14.887 acres in a deed from Monica Lucio and Jose C. Lucio to The Trustees of Sinai Pentecostal Church dated July 20, 1994 and recorded in Volume 1092, Page 26 of the Hays County Official Public Records and for the common west corner of the remaining portion of the McCarty 11.27 acre tract and the south corner of the remaining portion of tract described as 5 acres in a deed from E. W. Kyle to Hays County dated December 7, 1909 and recorded in Volume 63, Page 392 of the Hays County Deed Records, from which a 1/2" iron pipe found in the southwest line of the Hays County tract and for the north corner of the Sinai Pentecostal Church tract bears N 45° 45' 49" W 111.53 feet;

THENCE leaving the Sinai Pentecostal Church tract and the **PLACE OF BEGINNING** as shown on that plat numbered 27810-21-2-d dated September 30, 2020 as prepared for the City of San Marcos by Byrn & Associates, Inc. of San Marcos, Texas with the common northwest line of the remaining portion of the McCarty 11.27 acre tract and the southeast line of the Hays County tract, the following two courses:

1. **N 65° 35' 05" E 489.55 feet** to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" and
2. **N 72° 28' 23" E 336.97 feet** to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" in the common southwest line of Lot 6, Jack Thomas Suburban Addition, recorded in Volume 81, Page 4 of the Hays County Deed Records, the southwest line of a boundary line agreement from Vernon Bragg to Jeff D. Jones dated February 12, 1940 and recorded in Volume 120, Page 38 of the Hays County Deed Records, the southwest line of that tract described as being all of Lot 6 and part of Lot 7 and Lot 10 from Luta R. Bertram to Guadalupe Carranco et ux dated July 6, 1976 and recorded in Volume 285, Page 783 of the Hays County Deed Records and for the common east corner of the Hays County tract and the north corner of the remaining portion of the McCarty 11.27 acre tract from which a concrete nail found in the west line of Lot 1, Jack Thomas Subdivision, and the east corner of that tract described as 0.98 acres in a deed from County of Hays to South Hays County E.S.D. No. 3, dated February 12, 2004 and recorded in Volume 2408, Page 55 of the Hays County Official Public Records bears N 40° 02' 45" E 109.40 feet;

THENCE leaving the Hays County tract with the common northeast line of the remaining portion of the McCarty 11.27 acre tract, the southwest line of Lot 6, Jack Thomas Subdivision and its extension, and the southwest line the Jones tract and the Carranco tract **S 39° 30' 56" E 35.33 feet** to 1/2" iron rod set for the common south corner of the Jones tract and the Carranco tract pass at 19.55 feet a 1" iron pipe found for a common interior north corner of the remaining portion of the McCarty 11.27 acre tract, the south corner of Lot 6, and the west corner of Lot 7 of Jack Thomas Subdivision;

THENCE with the southeast line of the Jones tract and the Carranco tract **N 70° 08' 55" E 21.62 feet** to a 1/2" iron rod set in the common southwest line of Lot 7 and in the northeast line of the remaining portion of the McCarty 11.27 acre tract and for the west corner of that tract described as Tract 1 and part of Lots 7 and 10 from the Estate of Ansel McCarty to Myrtle McCarty dated April 5, 1990 and recorded in Volume 127, Page 150 of the Hays County Probate Minutes;

THENCE with the common northeast line of the remaining portion of the McCarty 11.27 acre tract and the southwest line of the Myrtle McCarty tract, Lot 7 and Lot 10 and its extension, and entering the McCarty 11.27 acre tract

S 80° 57' 35" E 248.83 feet to a 1/2" iron rod set for the common south corner a 50' wide platted road named Porter Street in the Jack Thomas Suburban Addition and an interior corner of the remaining portion of the McCarty 11.27 acre tract, pass at 79.08 feet a calculated point for the common south corner of Lot 7 and the west corner of Lot 10, Jack Thomas Suburban Addition, pass at 186.93 a 1/2" iron rod set for the common south corner of Lot 10 and the Myrtle McCarty tract and the west corner of Porter Street;

THENCE with the southeast line of Porter Street **N 45° 09' 22" E 20.08 feet** to a 1/2" iron rod set for the northwest corner of that tract described as a 10' wide utility easement from J. H. McCarty to The City of San Marcos dated June 30, 1969 and recorded in Volume 235, Page 501 of the Hays County Deed Records, pass at 8.05 feet the southwest corner of the City of San Marcos utility easement tract;


THENCE crossing the remaining portion of the 11.27 acre McCarty tract with the north line of the City of San Marcos utility easement tract **S 78° 33' 00" E 317.59 feet** to a 1/2" iron rod set in the common north line of the City of San Marcos utility easement tract, the east line of the remaining portion of the McCarty 11.27 acre tract, and the west line of that tract described as Tract 2, 1.73 acres, in a deed from Estate of Ansel McCarty to Myrtle McCarty, Volume 127, Page 570;

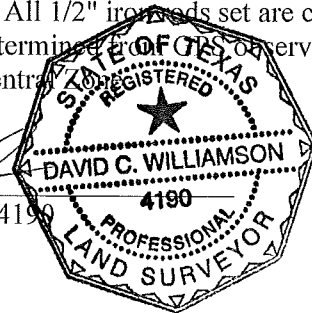
THENCE with said common line, **S 45° 31' 00" E 245.43 feet** to a 3/4" iron pipe found in the northwest line of that tract described as 27.094 acres in a deed from Texas Realty/Retail Partner, Inc. to the City of San Marcos dated November 6, 2018 and recorded in Hays County Instrument Number 18039817 of the Hays County Official Public Records and for the common east corner of the remaining portion of the McCarty 11.27 acre tract and the south corner of the Myrtle McCarthy 1.73 acre tract, from which a 1/2" iron rod set for the east corner of the McCarty 1.73 acre tract bears **N 46° 04' 00" E 203.60 feet**;

THENCE leaving the McCarty 1.73 acre tract with common southwest line of the remaining portion of the McCarty 11.27 acre tract and the northwest line of the City of San Marcos 27.094 acre tract, the following three courses:

1. **S 45° 27' 09" W 94.69 feet** to a concrete monument found with a copper pipe,
2. **S 84° 24' 49" W 596.70 feet** to concrete monument found with a copper pipe, and
3. **S 84° 03' 14" W 744.20 feet** to a 1/2" iron pipe found for the in the east line of the Sinai Pentecostal Church tract and for the common southwest corner of the remaining portion of the McCarty 11.27 acre tract and the west corner of the City of San Marcos 27.094 acre tract, from which a 1/2" iron rod found for the southwest corner of the City of San Marcos tract bears **S 42° 23' 48" E 497.24 feet**;

THENCE with said common line, **N 41° 03' 10" W 235.57 feet** to the **PLACE OF BEGINNING**. There are contained within these metes and bounds 10.492 acres, more or less, of land area as prepared from public records and a survey made on the ground on September 30, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey". The Bearing Basis for this description was determined by observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone.


David C. Williamson, R.P.L.S. #4190



Client: City of San Marcos
Date: September 30, 2020
Survey: Veramendi, J.M., League No. 1
County: Hays
Job No: 27810-20
FND10.492



**TEMPORARY WORKSPACE LICENSE
PURGATORY IMPROVEMENTS**MCCARTY PROPERTY**

Date: May 10, 2021

Licensor: MYRTLE MCCARTY ESTATE
ATTN: JIMMY MCCARTY
127 S BISHOP
SAN MARCOS, TEXAS 78666

Licensee: City of San Marcos, Texas, a municipal corporation, its employees, agents, contractors, consultants and authorized representatives, 630 E. Hopkins Street, San Marcos, Texas 78666,

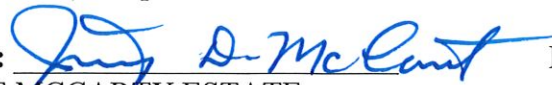
Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged.

Temporary License Area: As described in Exhibit "C", attached hereto and made a part hereof for all purposes.

Licensor, for the Consideration, grants and conveys to the Licensee, a temporary unrestricted right of ingress and egress to and from the Temporary License Area for the purpose of improving Water Wastewater and Drainage Easement 0.41 +/- Acre Area. The project is anticipated to last approximately 12 months and your property will be returned to the same or better condition when construction is complete. The unrestricted right of ingress and egress to and from the Temporary License Area for such purposes is subject to the following:

1. Following completion of Work within the Temporary License Area, if Licensee has removed or damaged improvements, herbage, or landscaping within the Temporary License Area or otherwise on Licensor's property, Licensee shall, at its expense, restore such areas to the substantially the same condition as existed immediately before commencement of the Work.
2. This temporary construction license shall be in full force and effect at all times during the accomplishment and completion of the Work associated with 18" wastewater installation. This temporary construction license shall terminate on the date of completion and Licensee's acceptance of the Work.

EXECUTED by the parties to be effective as of the date first written above.

Licensor: 
MYRTLE MCCARTY ESTATE
Phone: 512-644-4960

Licensee:
City of San Marcos, Texas

By: _____
Laurie Moyer, P.E.

Email: _____

Director of Engineering/Capital Improvements

EXHIBIT C - Page 1 of 2
TEMPORARY WORKSPACE

EXHIBIT C - Page 2 of 2
TEMPORARY WORKSPACE

