

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE (the "Assignment") is made and entered into by and between TOM GREEN COUNTY, a political and legal subdivision with the State of Texas ("Assignor"), and TOM GREEN COUNTY LIBRARY FOUNDATION, a Texas nonprofit corporation ("Assignee").

Assignor holds certain leasehold rights in and to the following described property:

See attached Exhibit "A," a metes and bounds description, and Exhibit "B," a site map, which are incorporated herein by reference for all purposes;

under that certain Lease Agreement ("Lease Agreement") dated May 21, 2007, by and between the CITY OF SAN ANGELO, TEXAS, as Lessor, and TOM GREEN COUNTY, as Lessee; and Assignor has agreed to assign its interest in said Lease Agreement to Assignee.

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration, Assignor has TRANSFERRED and ASSIGNED, and does hereby TRANSFER and ASSIGN to Assignee all of Assignor's right, title and interest in and to the Lease Agreement.

As further consideration for this Assignment, Assignee hereby agrees to perform all of the terms, covenants and conditions to be performed by Lessee under the Lease Agreement, and Assignee and Assignee's successors and assigns hereby assume sole liability and sole responsibility for the performance of all of the terms, covenants and conditions to be performed by Lessee under the Lease Agreement. Assignee and Assignee's heirs, successors and assigns agree to indemnify and hold harmless TOM GREEN COUNTY, its successors and assigns, from any and all claims, liabilities, costs and expenses relating to the Lease Agreement.

This Assignment does not modify or alter in any way the respective rights of Lessor or Lessee under the Lease Agreement or the provisions of the Lease Agreement. By its joinder herein, the CITY OF SAN ANGELO, TEXAS, Lessor in the Lease Agreement, does hereby give its written consent to this Assignment of Lease Agreement, in accordance with Paragraph 6.1 of the Lease Agreement.

This Assignment shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns.

DATED April 1st, 2008.

ASSIGNOR:

TOM GREEN COUNTY

BY:

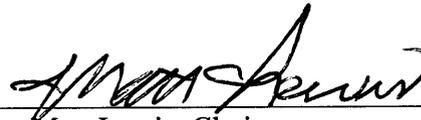


Michael D. Brown, County Judge, acting in his official capacity and not individually

ASSIGNEE:

TOM GREEN COUNTY LIBRARY FOUNDATION

BY:



Matt Lewis, Chairman

CONSENTED TO BY:

CITY OF SAN ANGELO, TEXAS

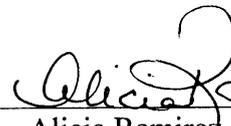
BY:



Joseph W. Lown, Mayor

ATTEST:

BY:



Alicia Ramirez, City Clerk

APPROVED AS TO FORM AND CONTENT:

Mindy Ward
Mindy Ward, City Attorney

THE STATE OF TEXAS

COUNTY OF TOM GREEN

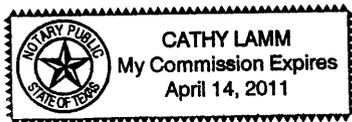
This instrument was acknowledged before me on April 2, 2008, by Michael D. Brown, as County Judge of Tom Green County.



Wm Keith Davis
Notary Public, State of Texas

COUNTY OF TOM GREEN

This instrument was acknowledged before me on April 9th, 2008, by Matt Lewis, Chairman of Tom Green County Library Foundation, a nonprofit corporation, on behalf of said corporation.

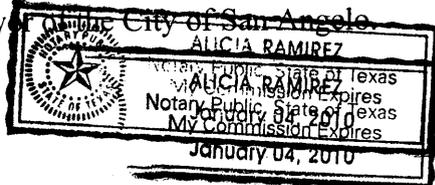


Cathy Lamm
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF TOM GREEN

This instrument was acknowledged before me on April 1st, 2008, by Joseph W. Lown, as mayor of the City of San Angelo.



Alicia Ramirez
Notary Public, State of Texas

Address of Assignee:
Tom Green County Library Foundation
113 West Beauregard
San Angelo, Texas 76903-5834
E:\WKD\5642 Tom Green County\TGC Library\Assignment of Lease.wpd

Exhibit A

FIELD NOTES

25,500 Square Feet

May 29, 2007
07-A-0947n

Being an area of 25,500.00 square feet of land out of and a part of Lots 14, 15, 16 and 17, Block 8, Main Part of the City of San Angelo, Tom Green County, Texas as per plat recorded in Volume B, Page 271, Deed Records of Tom Green County, Texas and said 25,500.00 square feet tract being more particularly described by metes and bounds as follows;

Beginning at a 60d nail found for the northwest corner of this tract and said Lot 16 and also being the intersection of the east line of Irving Street and the south line of Beauregard Avenue;

Thence with the north line of this tract, said Lot 16 and 17 and the south line of said Beauregard Avenue, N. 69° 33' 13" E. at 100.00 feet pass the common corner of said Lot 16 and 17, in all a total distance of 125.00 feet to a 60d nail found for the north northeast corner of this tract;

Thence with an easterly line of this tract and across said Lot 17 and 14, S. 20° 26' 47" E. 120.00 feet to a 60d nail found for an ell corner of this tract;

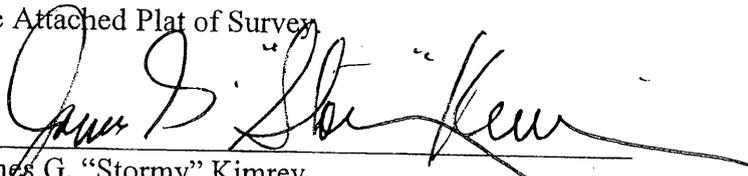
Thence N. 69° 33' 13" E. 25.00 feet to a ½" iron pipe found for the east northeast corner of this tract;

Thence with the most easterly line of this tract, S. 20° 26' 47" E. 70.00 feet to a ½" iron pipe found for the southeast corner of this tract;

Thence with the south line of this tract, S. 69° 33' 13" W. at 50.00 feet pass the common line of said Lot 14 and 15, in all a total distance of 150.00 feet to a 60d nail found for the southwest corner of this tract;

Thence with the west line of this tract and said Lot 15 and 16 and the east line of said Irving Street, N. 20° 26' 47" W. at 90.00 feet pass the common corner of said Lot 15 and 16, in all a total distance of 190.00 feet to the place of beginning and containing an area of 25,500.00 square feet of land.

See Attached Plat of Survey



James G. "Stormy" Kimrey
Registered Professional Land Surveyor No. 2319



Exhibit B

