

DEED WITHOUT WARRANTY

Date: June 8, 2010

Grantor (including address): TOM GREEN COUNTY, Texas, acting through the County Judge of Tom Green County, Texas, duly authorized by approval of the Commissioners' Court of Tom Green County, Texas, 113 West Beauregard Avenue, San Angelo, Tom Green County, Texas 76903

Grantee (including address): Lance A. Velez, 224 W. 27th, San Angelo, Texas 76903

Consideration: ONE HUNDRED AND NO/100 DOLLARS (\$100.00).

Property (Including any improvements):

Lot Eleven (11), Block One-Forty One (141), Town of Carlsbad, Tom Green County, Texas.

THE PROPERTY IS BEING SOLD TO GRANTEE "AS IS AND WITH ALL FAULTS." GRANTOR HAS NOT MADE AND DOES NOT HEREBY MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR CONDITION OF ANY HAZARDOUS MATERIALS, UNDERGROUND STORAGE TANKS, WETLANDS AND/OR ANY OTHER ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY, OR THE MERCHANTABILITY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND GRANTEE ACKNOWLEDGES THAT GRANTEE HAS ACQUIRED THE PROPERTY AFTER CONDUCTING GRANTEE'S OWN INSPECTIONS OF THE PROPERTY AND WITHOUT RELYING UPON ANY SUCH STATEMENT OR REPRESENTATION MADE BY GRANTOR OR GRANTOR'S PUBLIC OFFICIALS, EMPLOYEES, AGENTS OR CONTRACTORS. GRANTEE, BY ACCEPTANCE OF THIS DEED (i) ACKNOWLEDGES THAT GRANTEE HAS INSPECTED THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITIONS OF SAME AND THAT GRANTEE ACCEPTS SUCH PROPERTY "AS IS" AND "WHERE IS" AND WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING SPECIFICALLY, WITHOUT LIMITATION, WITHOUT IMPLIED WARRANTY AS TO ENVIRONMENTAL MATTERS, HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (ii) GRANTEE WAIVES ANY AND ALL CLAIMS AGAINST GRANTOR UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH IN ANY WAY RELATE TO THE PROPERTY; AND (iii) GRANTEE ASSUMES SOLE LIABILITY AND SOLE RESPONSIBILITY FOR ANY AND ALL PROPERTY CONDITIONS, INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ALL ENVIRONMENTAL CONDITIONS.

Reservations From and Exceptions to Conveyance: Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or protrusions; any overlapping of improvements, ad valorem taxes for the current year, the payment of which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance, conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, successors or assigns forever, without express or implied warranty; and all warranties that might arise by common law and the warranties in §5.023 of the Texas Property Code (or its successor) are excluded.

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

TOM GREEN COUNTY

By: 
Michael D. Brown, County Judge of
Tom Green County, Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
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COUNTY OF TOM GREEN §

This instrument was acknowledged before me on June 8, 2010, by Michael D. Brown, as County Judge of Tom Green County, Texas, on behalf of Tom Green County.


Elizabeth McGill, County Clerk
Tom Green County


