

QUITCLAIM DEED

**UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
GREAT PLAINS REGION**

THIS QUITCLAIM DEED, made and entered into this 24th day of June, 2014, pursuant to the authority of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377 as amended by 116 Stat. P.L. 107-217) and in accordance with the Federal Property Management Regulation 41 CFR Chapter 102, Subpart F, section 102-75.1095, is between the United States of America, acting through the Bureau of Reclamation, Great Plains Region, by the duly authorized agent signing below, hereinafter **GRANTOR**; and Tom Green County, 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, Texas 76903, hereinafter **GRANTEE**.

KNOW ALL MEN BY THESE PRESENTS: That said **GRANTOR**, for and in the sum of ten dollars (\$10.00) and other good and valuable consideration, does hereby grant, bargain, convey, remise, release, transfer, deliver and quitclaim unto the **GRANTEE**, its successors and assigns forever, all right, title, claim, interest and demand both by law and in equity of, in and to the surface estate only, of those lands situate in the County of Tom Green, State of Texas, described in Exhibit A, incorporated hereto and made a part hereof, and shown in Exhibit B, incorporated hereto and made a part hereof, and totaling 4.238 acres of land, more or less.

RESERVING, HOWEVER, unto the **GRANTOR**, its successors and assigns, the perpetual right, privilege, and easement to intermittently and completely seep, flood, flow, and inundate, and the right to enter upon at any time for the purpose of making surveys and investigations incident to the operation and maintenance of the Twin Buttes Dam and Reservoir. It is hereby covenanted and agreed that none of the said lands specifically described above shall ever be used for human habitation, which covenant and agreement shall run perpetually with the land described above. This reserved easement shall not preclude the right of the **GRANTEE**, its heirs, successors, and assigns, to cultivate, use, and enjoy the conveyed lands for any purposes which will not constitute an interference with the easement rights herein reserved. **GRANTOR** also reserves the right to remove from, or place on, earth or other materials, and the right to trim, cut, and remove brush, trees, and other vegetation within the easement.

TO HAVE AND TO HOLD, the foregoing property together with all and singular the appurtenance and privileges belonging or in any way appertaining, and all the estate, right, title, interest, and claim whatsoever, of the **GRANTOR**, either in law or equity unto the **GRANTEE**, their heirs, successors and assigns, forever, subject to the reservations, exceptions, covenants and agreements herein contained.

Notwithstanding any other provisions contained herein conveyance of the above described real property is subject to:

(a) All existing easements and rights of way for public streets, public utilities, canals, ditches, flumes, railroads, highways, roads, pipelines, telephones, telegraph and electric power transmission lines on, over, under or across said land, whether or not of record.

(b) All oil gas and other mineral interests including leases outstanding in third parties.

(c) Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements, or other interests which may affect the subject property.

(d) The property is conveyed "as is" and "where is" without representation or warranty on the part of GRANTOR to make any alterations, repairs or additions. GRANTEE, for itself and its successors and assigns, further acknowledges that GRANTOR has made no representations or warranty concerning the conditions and state of repair of the property nor has GRANTOR made any other agreement or promise to alter, improve, adapt or repair the property not otherwise contained herein.

IN WITNESS WHEREOF, the GRANTOR, has hereunto set its hand and seal the day and year first written above.

THE UNITED STATES OF AMERICA

By: _____
Regional Director
United States Department of the Interior
Bureau of Reclamation, Great Plains Region

Subject to the terms and conditions stated herein, I hereby accept title to the property conveyed by virtue of this Quitclaim Deed.


County Judge, Tom Green County, Texas Date 6-24-14

ACKNOWLEDGEMENT

The State of Montana)
)ss.
County of Yellowstone)

Before me, the undersigned Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the _____ of the Bureau of Reclamation, Great Plains Region, United States Department of the Interior, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and on behalf of the United States of America pursuant to authority delegated to him from the Secretary of the Interior.

Given under my hand and seal of office this ___ day of _____, 2014.

Notary Public in and for the State of Montana

Printed Name of Notary Public

Residing at: _____

(Seal)

My Commission Expires: _____

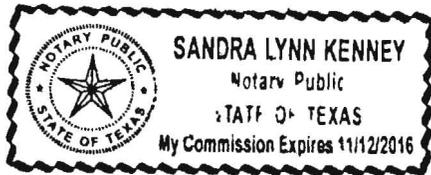
ACKNOWLEDGEMENT

The State of TEXAS)
)ss.
County of TOM GREEN)

This instrument was acknowledged before me, the undersigned, by Stephen C. Floyd as County Judge of Tom Green County, on behalf of Tom Green County, as Trustee

24th day of June, 2014.

(Seal)



Sandra Lynn Kenney
Notary Public, State of Texas
SANDRA LYNN KENNEY
Typed or Printed Name

My Commission Expires: 11-12-16

FIELD NOTES

4.238 Acres

March 3, 2014
13-S-0535_co_row

Being an area of 4.238 acres of land out of M. Kuykendall Survey 1, Abstract No. 5572, H. Weiner Survey 821, Abstract No. 3970, and H. Fey Survey 822, Abstract No. 200, Tom Green County, Texas and said 4.238 acre tract also being out of that certain United States Department of the Interior Bureau of Reclamation San Angelo Project, Texas, Twin Buttes Reservoir 3981.0 acre tract described and recorded in Volume 415, Page 123, Deed Records of Tom Green County, Texas and that certain 34.7 acre tract (Parcel 2) described and recorded in Volume 431, Page 674, Deed Records of Tom Green County, Texas and said 4.238 acre tract being more particularly described by metes and bounds as follows:

Beginning at Monument 123 found in a southerly line of said 3981.0 acre tract for the most westerly corner of this tract from which a 1-1/2" galvanized iron pipe bears S. 53° 49' 17" E. 1.31 feet;

Thence with a northwest line of this tract, N. 69° 43' 11" E. 172.09 feet to a brass disk marked "206-2014-5636" set in concrete for the northwest corner of this tract;

Thence with the northerly line of this tract as follows, S. 86° 16' 43" E. 611.06 feet to a brass disk marked "205-2014-5636" set in concrete for angle corner, S. 58° 45' 38" E. 1702.68 feet to a brass disk marked "204-2014-5636" set in concrete for an angle corner of this tract, S. 89° 39' 11" E. 154.76 feet to a brass disk marked "203-2014-5636" set in concrete for the northeast corner of this tract;

Thence with the east line of this tract, S. 00° 20' 49" W. 115.00 feet to Monument 120 found for the southeast corner of this tract in the south line of said 34.7 acre tract and the northeast corner of that certain 27.1 acre tract (Tract No. 5) described and recorded in Instrument No. 662297, Official Public Records of Real Property of Tom Green County, Texas;

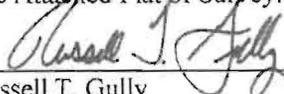
Thence with the south line of this tract and said 34.7 acre tract, N. 89° 39' 11" W. 98.89 feet (Called S. 89° 41' E. 100.0 feet) to Monument 121 found for an angle corner of this tract, said 3981.0 acre tract and southwest corner said 34.7 acre tract;

Thence with the southwest line of this tract and said 34.7 acre tract, N. 58° 45' 38" W. 1792.53 feet (Called N. 58° 49' W. 1850.5 feet) to Monument 122 found for an angle corner of this tract and the northwest corner of said 34.7 acre tract;

Thence with the westerly south line of this tract and a south line of said 3981.0 acre tract, N. 86° 16' 43" W. 751.13 feet to the place of beginning and containing an area of 4.238 acres of land.

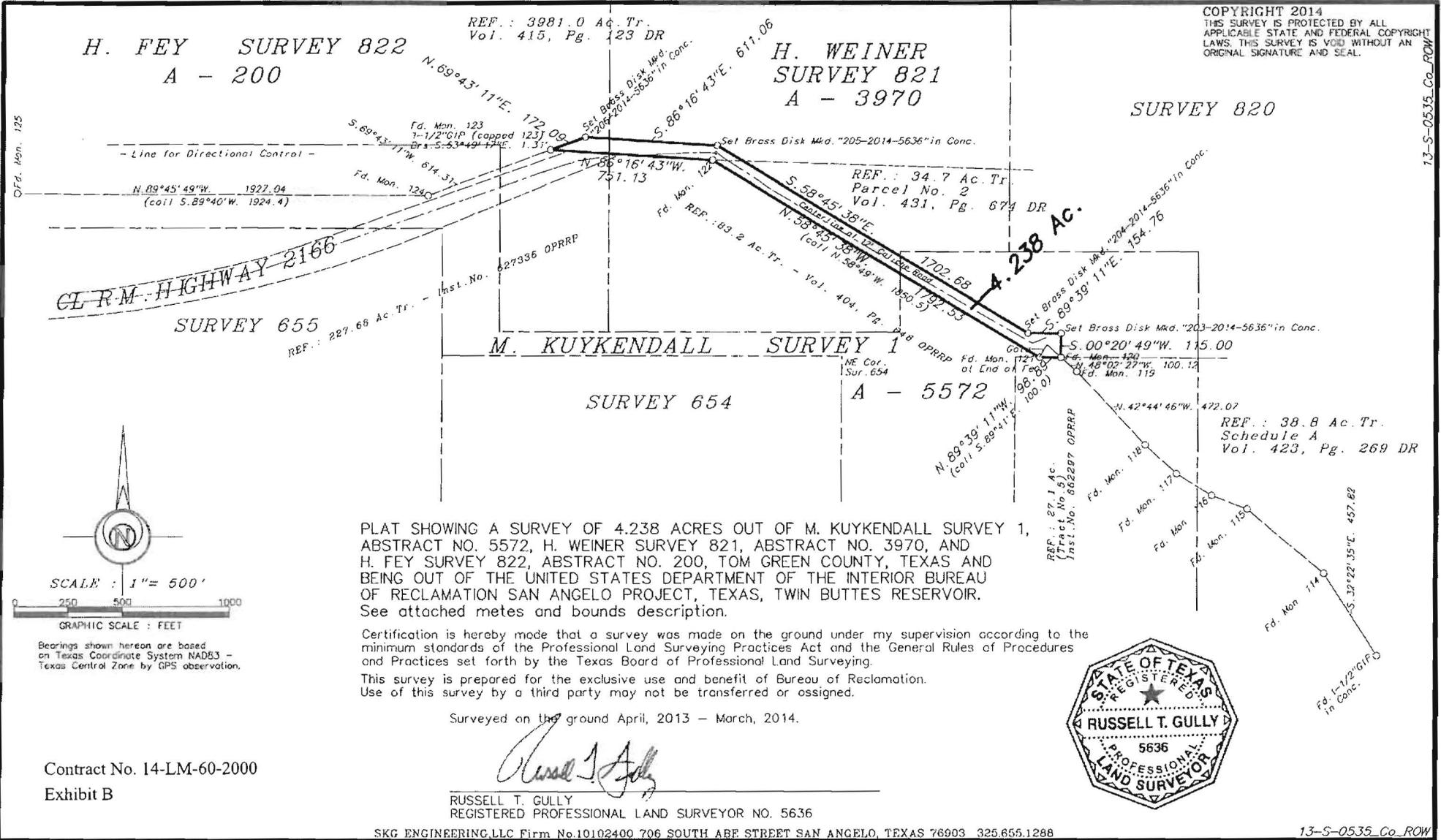
Bearings recited hereon are based on Texas Coordinate System NAD83 – Texas Central Zone by GPS observation.

See Attached Plat of Survey.



Russell T. Gully
Registered Professional Land Surveyor No. 5636
SKG Engineering, LLC
Firm No. 10102400





H. FEY SURVEY 822
A - 200

REF.: 3981.0 Ac. Tr.
Vol. 415, Pg. 123 DR

H. WEINER SURVEY 821
A - 3970

SURVEY 820

CLRM HIGHWAY 2166
SURVEY 655

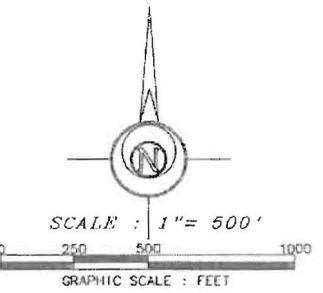
M. KUYKENDALL SURVEY 1

SURVEY 654

A - 5572

4.238 Ac.

REF.: 38.8 Ac. Tr.
Schedule A
Vol. 423, Pg. 269 DR



Bearings shown hereon are based on Texas Coordinate System NAD83 - Texas Central Zone by GPS observation.

PLAT SHOWING A SURVEY OF 4.238 ACRES OUT OF M. KUYKENDALL SURVEY 1, ABSTRACT NO. 5572, H. WEINER SURVEY 821, ABSTRACT NO. 3970, AND H. FEY SURVEY 822, ABSTRACT NO. 200, TOM GREEN COUNTY, TEXAS AND BEING OUT OF THE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION SAN ANGELO PROJECT, TEXAS, TWIN BUTTES RESERVOIR. See attached metes and bounds description.

Certification is hereby made that a survey was made on the ground under my supervision according to the minimum standards of the Professional Land Surveying Practices Act and the General Rules of Procedures and Practices set forth by the Texas Board of Professional Land Surveying.

This survey is prepared for the exclusive use and benefit of Bureau of Reclamation. Use of this survey by a third party may not be transferred or assigned.

Surveyed on the ground April, 2013 - March, 2014.

Russell T. Gully

RUSSELL T. GULLY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636



Contract No. 14-LM-60-2000
Exhibit B

COPYRIGHT 2014
THIS SURVEY IS PROTECTED BY ALL APPLICABLE STATE AND FEDERAL COPYRIGHT LAWS. THIS SURVEY IS VOID WITHOUT AN ORIGINAL SIGNATURE AND SEAL.

13-S-0535 Co. ROW