

# **Interlocal Cooperation Contract Between the Texas Department of Public Safety and Tom Green County for a Temporary Commercial Driver License Testing Facility**

## **I. Parties**

This Contract ("Contract") is made and entered by and between Tom Green County ("the County") and the Texas Department of Public Safety ("TXDPS"), acting by and through authority delegated from the Texas Facilities Commission under Chapter 2167 of the Texas Government Code, referred to herein as the "Parties," pursuant to the authority granted in Chapter 521 of the Texas Transportation Code and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

## **II. Purpose**

The purpose of this Contract is to provide TXDPS the free use of the surface lot, grounds and paved lots and driveways owned by the County for the purpose of conducting Commercial Driver License ("CDL") testing during business hours of 8 am – 5 pm, Monday through Friday, with no interference, at 3052 North Bryant Boulevard, San Angelo, Tom Green County, Texas as identified and attached herein in Exhibit A, which is attached and incorporated herein (the "Premises"). The County has made the determination that the responsibilities and obligations of the County as described in this Contract are within its authority.

## **III. Responsibilities of Parties**

### **A. Tom Green County**

1. The County shall provide to TXDPS use of the surface lot, grounds, and paved lots and driveways measuring approximately two (2) acres, further described and identified in the red box on Exhibit B, which is attached and incorporated herein, to conduct CDL testing during business hours of 8 am – 5 pm, Monday through Friday, with no interference.
2. The County shall continue to maintain and repair the surface lot, grounds, and paved lots and driveways.

### **B. TXDPS**

1. TXDPS shall conduct CDL testing and other driver license related services at the Premises during business hours, of 8 am – 5 pm, Monday through Friday, as set by TXDPS.
2. TXDPS shall install any required signage and striping for the Premises. Signage will include a notice indicating that CDL testing will take place on the Premises during business hours, Monday through Friday, 8 am to 5 pm.

#### IV. Terms and Conditions

- A. Term: This Contract will become effective on the date it is signed by the last of the two Parties to this Contract. The initial term of this Contract will be for a two (2) year term. Upon mutual written agreement between the Parties, the Parties may renew this Contract, in whole or in part and under the same terms and conditions, for two (2) terms up to one (1) year for each renewal.
- B. Termination: Either Party may cancel this Contract for any reason upon ninety (90) calendar days prior written notice to the other Party. In no event will termination under this section by TXDPS give rise to any liability whatsoever on the part of TXDPS.
- C. Cost Reimbursement: The County is providing the use of the Premises to TXDPS at no cost.
- D. Funding Out: TXDPS is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If TXDPS and/or the subject matter of this Contract become subject to a legislative or regulatory change, the revocation of statutory or regulatory authority, or lack of appropriated funds which would render the performance to be provided under this Contract impossible, unnecessary, void, or substantially amended, TXDPS may immediately terminate this Contract without penalty to, or any liability whatsoever on the part of TXDPS, the State of Texas, and the United States. Termination under this section is immediate.
- E. Use of Premises: TXDPS shall use the Premises and the improvements thereon solely for a TXDPS purpose. TXDPS will not sublease or assign its use of the Premises as provided herein.
- F. Secure Premises: TXDPS shall take all reasonable measures to keep the Premises secure that are in TXDPS' use and control.
- G. Compliance of Premises: The County certifies that the Premises to be occupied by TXDPS will comply with all applicable federal, state, and local laws, statutes, and ordinances, codes, rules, and regulations, which include compliance with all applicable handicapped accessibility requirements, such as the Americans with Disabilities Act. The Premises will meet all zoning and building code requirements of the local government code in which the space is located. Acceptance of the Premises does not exonerate the County from meeting all applicable requirements. No requirement may be waived by TXDPS.
- H. No Liability for Employees: Each Party to this Contract will have no liability whatsoever for the actions or omissions of an individual employed by another Party, regardless of where the individual's actions or omissions occurred. Each Party is solely responsible for the actions and/or omissions of its employees, officers and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage result from the joint or concurring acts and/or omissions of the Parties, liability, if any, will be shared by each Party in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a Party hereto; nor will any provision hereof be deemed a waiver of any defenses available by law.

- I. Authority to Enter Premises: The County shall have the ability to enter the Premises for purposes deemed necessary, such as maintenance or repairs by the County; however, in no event will the County unreasonably interfere with the use of the Premises by TXDPS.
- J. Immigration and U.S. Department of Homeland Security's E-Verify System: The County shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration Reform and Control Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA"), and the Immigration Act of 1990 (8 U.S.C. §1101 *et seq.*) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Contract.

By entering into this Contract, the County certifies and ensures that it utilizes and shall continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to perform duties within Texas during the term of this Contract; and
- (2) All persons (including subcontractors) assigned by the County to perform work pursuant to this Contract within the United States of America.

The County shall provide, upon request of TXDPS, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above by the County and the County's subcontractors as proof that this provision is being followed.

**If this certification is falsely made, this Contract may be immediately terminated at the discretion of the State and at no fault to the State with no prior notification. The County shall also be responsible for the costs of any re-solicitation that the State must undertake to replace this terminated Contract.**

- K. Non-Incorporation: This Contract constitutes the entire agreement between the Parties with regard to the matters made the subject of this Contract. There are no verbal representations, inducements, agreements, or understandings between the Parties other than those specifically set forth herein.
- L. Amendments: No modifications, amendments or supplements to, or waivers of, any provision of this Contract will be valid unless made in writing and signed by both Parties to this Contract.
- M. Force Majeure: Neither Party will be liable to the other for any default or delay in the performance of its obligations under this Contract caused by force majeure, provided the Party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within the Party's control. Force majeure is defined as those causes beyond the control of the Party required to perform that are generally recognized under Texas law as a force majeure event, such as acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party.

- N. Governing Law and Venue: This Contract will be construed under and in accordance with the laws of the State of Texas. Except as otherwise provided by Chapter 2260 of the Texas Government Code, venue for any litigation between the Parties will be Travis County, Texas.
- O. Dispute Resolution: The Contract will use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the applicable TXDPS administrative rules to attempt to resolve all disputes or contract claims arising under this Contract.
- P. No Joint Enterprise: The provisions of this Contract are not intended to create, nor will they be in any way construed to create, a joint venture, a partnership, or to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Parties whatsoever with respect to the Parties' indebtedness, liabilities, and obligations.
- Q. Severability: If any provision of this Contract is held to be invalid, unenforceable, or illegal in any respect, such provision will be fully severable, and the remainder of this Contract will remain valid and in full force and effect.
- R. Notice: Any notice required or permitted under this Contract will be in writing and will be directed to the Parties as designated below and will be deemed given: (1) when delivered in hand and a receipt granted; (2) when received if sent by certified mail, return receipt requested; (3) upon three business days after deposit in the United States mail; or (4) when received if sent by confirmed facsimile or confirmed email:

**If to TXDPS:**

Texas Department of Public Safety  
Administration Division – Facilities  
Attn: Eddie King  
P.O. Box 4087 MSC 0255  
Austin, Texas 78773-0001  
Telephone: (512) 424-2882  
Email: [James.King@dps.texas.gov](mailto:James.King@dps.texas.gov)

With a copy to:

Texas Department of Public Safety  
Driver License Division  
Estella Valenzuela, Regional Manager  
2405 Loop 250 West  
Midland, Texas 79703  
Telephone: (432) 498-2351  
Email: [Estella.Valenzuela@dps.texas.gov](mailto:Estella.Valenzuela@dps.texas.gov)

**If to the County:**

Honorable Steve Floyd  
Tom Green County  
122 W. Harris  
San Angelo, Texas 76903

Telephone: (325) 653-3318  
Email: [steve.floyd@co.tom-green.tx.us](mailto:steve.floyd@co.tom-green.tx.us)

Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided herein, specifying the new address and/or individual and the date upon which it will become effective.

- S. Signatory Authorization: The signatories for the Parties hereby represent and warrant that each has full and complete authority to enter into this Contract.
  
- T. Certifications: The Parties certify that: each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party; this Contract fairly compensates the performing party for the services or functions performed under this Contract; this Contract is authorized by the governing body of the Parties; and each has the authority to enter into this Contract.

Having agreed to the terms and conditions stated herein, the Parties do hereby execute this Contract.

**Tom Green County:**

Ralph Hoelscher  
Signature *Ralph Hoelscher*

Stephen Floyd, County Judge - Pro-Tem  
Name & Title

\_\_\_\_\_  
Date

**TEXAS DEPARTMENT OF PUBLIC SAFETY:**

\_\_\_\_\_  
Signature

Joe Peters, Assistant Director, Driver License Division  
Name & Title

\_\_\_\_\_  
Date

**Exhibit A**  
Legal Property Description



SWD 678838

6 PGS

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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.**

This document prepared by:  
Wal-Mart Realty Company  
Sam M. Walton Development Complex  
2001 S.E. 10<sup>th</sup> Street  
Bentonville, AR 72716-0550

Name and address of person(s) responsible for taxes:  
Tom Green County, Texas  
124 West Beauregard  
San Angelo, TX 76903  
Attn: Michael D. Brown, County Judge

After recording mail to:  
Lawyers Title Company  
4131 N. Central Expressway, Suite 450  
Dallas, TX 75204  
Attn: Stephanie Klean

Name and address of Property Owner:  
Tom Green County, Texas  
124 West Beauregard  
San Angelo, TX 76903  
Attn: Michael D. Brown, County Judge

**SPECIAL WARRANTY DEED**

This SPECIAL WARRANTY DEED is made effective November 23, 2009, between **WAL-MART REALTY COMPANY**, an Arkansas corporation, with an address of 702 S.W. 8<sup>th</sup> Street, Bentonville, AR 72716 ("Grantor"); and **TOM GREEN COUNTY, TEXAS**, a legal and political subdivision of the state of Texas, with an address of 124 West Beauregard, San Angelo, TX 76903 ("Grantee").

**W I T N E S S E T H:**

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby forever bargain, sell, convey and confirm to Grantee, and its successors and assigns, a certain property, containing 10.60 acres, more or less, together with all improvements and fixtures of any kind thereon, including, but not limited to, a retail building of approximately eighty-six thousand four hundred fifty-two (86,452) square feet, situated, lying, and being in the City of San Angelo, County of Tom Green, State of Texas (hereinafter referred to as the "Property"), as follows:

See Exhibit "A" attached hereto and made a part hereof ("Property");

TO HAVE AND TO HOLD said land unto Grantee, and its successors and assigns, forever, with all tenements, appurtenances and hereditaments thereunto belonging, subject to easements, conditions, restrictions and other matters of record. Notwithstanding the foregoing, Grantor hereby reserves unto itself, and its successors and assigns, all of its present and reversionary rights, titles and interests in and to all of the oil, gas, coal and other minerals in, on and under or that may be produced from the Property ("Grantor's Retained Minerals"). Grantor hereby agrees to waive and does hereby waive any and all rights to go on or about or use the surface of the property for the exploration, production or development of oil, gas, coal or other

minerals, and Grantor does hereby agree, in conducting exploration for, and production, processing, transportation, and marketing of oil, gas, coal or other minerals from the Property, not to use or occupy any portion of the surface of any part of the Property or place any fixtures, equipment, buildings or structures thereon, and Grantor agrees that any drilling beneath the Property shall be conducted at a depth of at least 500' beneath the surface of the Property; provided, however, this waiver (i) shall not be construed as waiving, releasing, or relinquishing any of Grantor's right, title or interest in and to the oil, gas, coal and other minerals that may be produced from the Property or the right of Grantor to explore, develop or produce such oil, gas, coal and other minerals by means which do not include the use of the surface of the Property, including, without limitation, directional wells drilled under any part of the Property from a site off the Property or by pooling or unitization of the Property with other lands and (ii) shall not be construed as waiving, releasing, relinquishing any right, title or interest of a third party who obtained surface or subsurface rights prior to the acquisition of the Property by Grantor . The term "minerals" as used herein means minerals of every kind and character, including, without limitation, oil, gas, casinghead gas, liquid and gaseous hydrocarbons, sulphur, coal, lignite, quartz, brine, salt, peat, coal seam gas, coal bed methane, metals, ores, uranium, vanadium and other fissionable source materials and spatially associated materials, and geothermal energy (including entrained methane, hydrostatic pressure and thermal energy). In addition, in respect of the Grantor's Retained Minerals all future leases or conveyances of all or any part of the Grantor's Retained Minerals shall be subject to and burdened by the surface waiver provisions set forth in the preceding paragraph of the Deed, as defined below, and automatically shall be construed to contain a contractual waiver by the lessee or grantee (as applicable) of the right to use any portion of the surface of the Property for the exploration, production or development of oil, gas, coal or other minerals. The foregoing provisions shall be covenants running with the Property binding upon all or any part of Grantor's Retained Minerals and inuring to the benefit of, and enforceable by, Grantee and any future owners of all or any part of the surface estate of the Property. If any one or more of the foregoing provisions, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other of the foregoing provisions and all other applications of any such provision shall not be affected thereby, and subject to the following conditions and restrictions:

(a) The Property will not be used for or in support of the following: (i) a grocery store or supermarket, as hereinafter defined below, (ii) a wholesale club operation similar to that of a Sam's Club owned and operated by Wal-Mart, (iii) a discount department store or other discount store, as hereinafter defined, (iv) a pharmacy (the "Property Restrictions"), (v) adult book store, adult video store (an adult video store is a video store that sells or rents videos that are rated NC-17, X, XX, XXX, or of a rating assigned to works containing material more sexually explicit than XXX, by the film rating board of the Classification and Rating Administration), pawn shop, bar, night club, gaming activities (including but not limited to gambling, electronic gaming machines, slot machines and other devices similar to the aforementioned), billiard parlor, any place of recreation/amusement, or any business whose principal revenues are from the sale of alcoholic beverages for on or off premises consumption; or (vi) any business that cashes checks or makes short-term or "payday advance" type loans.. Notwithstanding the foregoing restriction against a pharmacy, Grantee shall be permitted to operate a pharmacy and health clinic for

UNOINSTRUMENT COPY

employees of Grantee and indigent citizens of Tom Green County, Texas. "Grocery store" and "supermarket", as those terms are used herein, shall mean a food store or a food department containing more than 35,000 square feet of gross leasable area, for the purpose of selling food for consumption off the premises, which shall include but not be limited to the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen or bakery products, refrigerated or frozen dairy products, or any grocery products normally sold in such stores or departments, "Discount department store" and/or "discount store", as those terms are used herein, shall mean a discount department store or discount store containing more than 50,000 square feet of gross leasable area, for the purpose of selling a full line of hard goods and soft goods (e.g. clothing, cards, gifts, electronics, garden supplies, furniture, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that of Wal-Mart. Notwithstanding the foregoing, the Property Restrictions shall not apply to Wal-Mart Stores, Inc. or any parent company, affiliate, subsidiary, or related company.

(b) (i) Grantee shall not be permitted to carve out portions of the property for sale or lease to third parties without the prior written consent of Wal-Mart. Notwithstanding the foregoing, Grantee shall be permitted to carve out portions of the Property for sale or lease to municipal, state, or federal governmental entities without the prior written consent of Wal-Mart.

(ii) The foregoing restriction in section (b)(i) shall last until the earlier of 1) Wal-Mart selling Lots 4R and 5R of Block 1 of the First Replat of Wal-Mart North Addition and Lot 6, Block 1 of Wal-Mart North Addition; or 2) five (5) years following the Closing.

(c) The Property Restrictions, except as otherwise stated in section (b), shall survive the Closing and remain in effect for a period of twenty-five (25) years. The aforesaid Property Restrictions shall run with and bind the Property and shall inure to the benefit of and be enforceable by Grantor, or its successors and assigns, by any appropriate proceedings at law or in equity to prevent violations of such aforesaid Property Restrictions or to recover damages for such violations.

No representations or warranties of any kind have been made by Grantor or anyone on its behalf to the Grantee as to the condition of the Property described herein or any improvements thereon erected, if any, and it is understood and agreed by the parties that the Property is sold **"AS IS, WHERE IS - WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."**

Grantor makes no warranty or representation regarding the condition of the Property, including, without limitation, environmental or ecological condition, it being understood that the Grantee is taking the Property **"AS IS, WHERE IS - WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."**

Without limiting the foregoing, Grantee hereby covenants and agrees that Grantee accepts the property "AS IS" and "WHERE IS", and with all faults and defects, latent or otherwise, and that Grantor is making no representations or warranties, either expressed or

implied, by operation of law or otherwise, with respect to the quality, physical conditions or value of the Property, the Property's habitability, suitability, merchantability or fitness for a particular purpose, the presence or absence of conditions on the Property that could give rise to a claim for personal injury, property or natural resource damages; the presence of hazardous or toxic substances, materials or wastes, substances, contaminants or pollutants on, under or about the Property, or the income or expenses from or of the Property.

AND SAID GRANTOR does hereby warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through and under Grantor, but none other, subject to the easements, encumbrances, restrictions, and other matters of record, the conditions and restrictions as stated herein, and subject to real property taxes for the year of 2009, and thereafter.

[Signature page follows]

UNOFFICIAL COPY

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name by its Senior Vice President, Wal-Mart Realty Company, and attested by its Assistant Secretary to be hereto affixed the day and year first above written.

WAL-MART REALTY COMPANY,  
an Arkansas corporation

ATTEST:

By:

*Romona L. West*  
Romona L. West  
Assistant Secretary

By:

*Anthony L. Fuller*  
Anthony L. Fuller  
Senior Vice President

ACKNOWLEDGEMENT

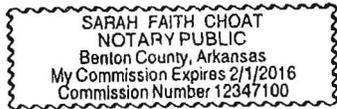


STATE OF ARKANSAS )  
                                  ) §§  
COUNTY OF BENTON )

In the State of Arkansas, County of Benton, on this November 20, 2009, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Anthony L. Fuller, to me personally known, who being by me duly sworn did say that he is the Senior Vice President of the Grantor, Wal-Mart Realty Company, in the foregoing special warranty deed, and that said special warranty deed was signed and delivered by him on behalf of said corporation by authority of its Board of Directors and said Anthony L. Fuller acknowledged said special warranty deed to be the free act and deed of said corporation.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State, the day and year in this certificate above written.

By: *Sarah Faith Choat*  
Name: SARAH FAITH CHOAT  
Notary Public



UNOFFICIAL COPY

Exhibit "A"

Lot 1, Block 1, Wal-Mart North Addition, City of San Angelo, Tom Green County, Texas, according to map or plat recorded in Volume 87, Page 567, Official Public Record of Real Property of Tom Green County, Texas.

**CERTIFIED FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

*Elizabeth McGill*

Elizabeth McGill, County Clerk

Tom Green County TEXAS

November 24, 2009 04:08:59 PM

FEE: \$36.00

678838





DE 678836  
5 PGS

UNOFFICIAL COPY

Space Above This Line for Recorder's Use

**DEED**

THE STATE OF ILLINOIS       §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF COOK               §

THAT METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation ("Grantor"), for sufficient consideration received from WAL-MART REALTY COMPANY, an Arkansas corporation ("Grantee"), whose address is 2001 S.E. 10<sup>th</sup> Street, Bentonville, AR 72716, Attn: Nathan Hamblen, Realty Transaction Manager, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, ASSIGNED and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, ASSIGN and CONVEY, unto Grantee:

The land located in Tom Green County, Texas and more particularly described in Exhibit A attached hereto and made part hereof for all purposes and any and all structures, fixtures, and improvements situated thereon (collectively, the "Land"); together with all of Grantor's rights, titles and interest in and to (i) any and all rights to present or future use of (and other rights, titles and interests in and to) wastewater, wastewater capacity, drainage, water, water rights or other utility facilities or capacity to the extent same pertain to or benefit the Land, including without limitation all reservations of, or commitments or letters covering any such use now, (ii) any and all mineral rights and interests relating to the Land (present or reversionary); (iii) any and all right, title and interest of Grantor in and to roads, streets, alleys, strips, gores, pieces of property and other ways (open or proposed) adjacent or contiguous to or abutting, affecting, crossing, fronting or bounding the Land, including without limitation any awards made or to be made relating thereto (including without limitation any unpaid awards or damages payable by reason of damages thereto or by reason of a widening or changing of the grade with respect thereto); (iv) all right, title and interest of Grantor in and to, all and singular, the benefits, privileges, easements, rights of ingress and egress to and from, air rights, tenements, hereditaments and appurtenances thereon or in anywise thereto appertaining, and (v) any and all reversionary interests in and to, and all of Grantor's rights to use, any of the foregoing (clauses (i) through (iv) above being herein collectively called the "Rights and Appurtenances" and the Land and the Rights and Appurtenances being herein collectively called the "Real Property").

MetLife: H-248-O; Wal-Mart Store #1249  
3020 N. Bryant Blvd., San Angelo, TX  
9738581v1



EXHIBIT A TO DEED

LEGAL DESCRIPTION

Being Lot 1, Block 1, Wal-Mart North Addition, San Angelo, Tom Green County, Texas as per plat recorded in volume 87 at page 567-8 of the Official Public Records of Real Property of said Tom Green County and said Lot 1 (9.852 Ac.) being more particularly described by metes and bounds as follows:

BEGINNING at a 2" iron pipe set in concrete for the northwest corner of this tract and being in the northeast right-of-way line of U.S. Hwy. 87;

THENCE N. 60° 36' 40" E. 540.29 feet to a 2" iron pipe set in concrete for the northeast corner of this tract;

THENCE S. 49° 55' 46" E. 367.25 feet to a 2" iron pipe set in concrete for an angle corner of this tract;

THENCE S. 54° 49' 14" W. 130.00 feet to a 5/8" iron pipe found for an ell corner of this tract;

THENCE S. 49° 55' 46" E. 645.00 feet to a 5/8" iron pipe found for an ell corner of this tract;

THENCE S. 41° 14' 10" W. 129.62 feet to a 5/8" iron pipe found;

THENCE with the southwest line of said Lot 1, S. 50° 46' 10" E. 199.86 feet to a 5/8" iron pipe found and being in the northwest right-of-way line of 29<sup>th</sup> street;

THENCE with the northwest line of said 29<sup>th</sup> Street, S. 50° 13' 01" W. 50.00 feet to a 5/8" iron pipe found for an ell corner of this tract;

THENCE N. 50° 45' 42" W. 362.00 feet to a 5/8" iron pipe found for the north corner of Lot 2 (0.607 Ac.), Block 1 of said Wal-Mart North Addition and an ell corner of this tract;

THENCE with the northwest line of said Lot 2 (0.607 Ac.), S. 40° 04' 14" W. 181.72 feet to a 2" iron pipe set in concrete for the west corner of said Lot 2 (0.607 Ac.) and being on the northeast right-of-way line of U.S. Hwy. 87;

THENCE with the northeast right-of-way of said Hwy. 87 as follows: N. 50° 48' 00" W. 950.48 feet to a brass disk in concrete and THENCE N. 53° 39' 45" W., 44.88 feet to the PLACE of BEGINNING and containing an area of 9.852 acres of land.

MetLife: H-248-O; Wal-Mart Store #1249  
3020 N. Bryant Blvd., San Angelo, TX  
9738581v1

**EXHIBIT B TO DEED**

**PERMITTED EXCEPTIONS**

(a) 25 foot building setback lines from the southwest and southeast lot lines per plat recorded in Volume 87 (previously erroneously referred to as 86), Page 567, Official Public Records of Real Property of Tom Green County, Texas.

(b) 15 foot utility easements, in the southwest corner of lot and the across center of lot running in north-south direction and east-west direction per plat recorded in Volume 87 (previously erroneously referred to as 86), Page 567, Official Public Records of Real Property of Tom Green County, Texas.

(c) 35 foot ingress and egress easement at northwest corner as per plat recorded in Volume 87, (previously erroneously referred to as 86), Page 567, Official Public Records of Tom Green County, Texas.

(d) 25 foot utility easement from 29<sup>th</sup> Street to east boundary of lot per plat recorded in Volume 87 (previously erroneously referred to as 86), Page 567, Official Public Records of Real Property of Tom Green County, Texas.

(e) 17.5 foot ingress-egress easement adjoining west boundary of Lot 2, Block 1, Wal-Mart North Addition, per plat recorded in Volume 87 (previously erroneously referred to as 86), Page 567, Official Public Records of Real Property of Tom Green County, Texas.

(f) Gas line Utility Easement dated September 28, 1992, recorded in Volume 329, Page 148, Official Public Records of Real Property of Tom Green County, Texas.

(g) Easement Agreement dated November 12, 1992, recorded in Volume 337, Page 170, Official Public Records of Real Property of Tom Green County, Texas.

(h) Easement dated February 11, 1993, recorded in Volume 352, Page 709, Official Public Records of Real Property of Tom Green County, Texas.

(i) That permanent non-exclusive easement by Wal-Mart in an Access and Maintenance Agreement dated February 1, 1988, between Wal-Mart Properties, Inc. and Jay Williamson, Lee W. Hornton and James Bunyard, recorded in Volume 70, Page 474, Official Public Records of Real Property of Tom Green County, Texas.

After Recording Return To:

Nathan Hamblen  
Realty Transactions Manager  
Wal-Mart Realty Company  
2001 S.E. 10<sup>th</sup> Street  
Bentonville, AR 72716

MetLife: H-248-O; Wal-Mart Store #1249  
3020 N. Bryant Blvd., San Angelo, TX  
9738581v1

20911048 17

Return To:  
FIRST TITLE COMPANY  
P.O. BOX 5349  
SAN ANGELO, TEXAS 76908

UNOFFICIAL COPY

CERTIFIED FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Elizabeth McGill*

Elizabeth McGill, County Clerk  
Tom Green County TEXAS



November 24, 2009 04:08:59 PM

FEE: \$32.00

678836