



RESOLUTION NO. 20120731-04

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A SPECIAL WARRANTY DEED CONVEYING A 0.853 ACRE TRACT TOGETHER WITH A NON EXCLUSIVE 2.245 ACRE EASEMENT TO RED RIVER EMPLOYEES FEDERAL CREDIT UNION

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, when Red River Redevelopment Authority acquired the original 765 acres from the United States Department of the Army, it took title to said property subject to a long term lease previously entered into by and between the United States Department of the Army and Red River Employees Federal Credit Union for a 0.853 acre tract upon which Red River Employees Federal Credit Union has maintained a branch office; and

WHEREAS, the long term lease of said property prevents TexAmericas Center from otherwise developing said property; and

WHEREAS, Red River Employees Federal Credit Union has a number of employees who work upon the property, and Red River Employees Federal Credit Union desires to modify and improve its facility and parking in order to better serve its customers; and


WHEREAS, it is in the best interest of TexAmericas Center that title to said 0.853 acre tract and a nonexclusive easement for access to said property be conveyed to Red River Employees Federal Credit Union thereby increasing the tax base and moving ownership of said property into the private sector so that it may be further developed and expanded for additional job creation;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center that the Executive Director/CEO shall be and he is hereby authorized to execute that certain Special Warranty Deed, a copy of which is attached to this Resolution, and deliver the same to Red River Employees Federal Credit Union for the purpose of conveying title to said property and a non-exclusive easement so that the property may be further developed for expanded job opportunities.

PASSED and APPROVED this 31st day of July, 2012.


Denis Washington, Chairman of the Board

ATTEST:


Wayne Cranfill, Secretary/Treasurer

ATTACHMENT: Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED

STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS
COUNTY OF BOWIE)

That TEXAMERICAS CENTER, formerly Red River Redevelopment Authority, a political subdivision of the State of Texas, acting herein by and through its duly authorized officer, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to it in hand paid by the grantee herein named, the receipt of which is hereby acknowledged, has SOLD, CONVEYED and GRANTED, and by these presents do hereby SELL, CONVEY and GRANT, unto

RED RIVER EMPLOYEES FEDERAL CREDIT UNION

Texarkana, Texas 75503

all of the following described property in Bowie County, Texas:

All that certain lot, tract or parcel of land lying and situated in the Jonathan Collum Headright Survey, Abstract 109, Bowie County, Texas, being a part of that certain tract of land described as 765.5 acres in Deed from the United States of America to Red River Redevelopment Authority, dated March 30, 1999, recorded in Volume 3072, Page 161, Real Property Records, Bowie County,

Texas, containing 0.853 acre of land, more or less, together with an access easement containing 2.245 acres, more or less, more fully described in Exhibit A attached hereto.

TO HAVE AND TO HOLD the above described property unto the said grantee, its successors and assigns, and grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under TexAmericas Center, but not otherwise.

This conveyance is made and excepted subject to those certain exceptions and restrictions set forth in Exhibit B which is attached hereto and incorporated herein for all purposes.

IN WITNESS WHEREOF, **TEXAMERICAS CENTER** has caused these presents to be signed by its duly authorized Executive Director, this 31st day of July, 2012.

TEXAMERICAS CENTER

By: William V. Cork
William V. Cork, Executive Director/CEO

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF BOWIE

This instrument is acknowledged before me on the 31st day of July, 2012, by **William V. Cork**, Executive Director of **TexAmericas Center**, a political subdivision of the State of Texas, on behalf of said political subdivision.



Deana Landreth
Notary Public, State of Texas

EXHIBIT A

Property Description 0.853
Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the Jonathan Collum Headright Survey, Abstract 109, Bowie County, Texas, being a part of that certain tract of land described as 765.5 acres in the deed from the United States of America to Red River Redevelopment Authority, dated March 30, 1999, recorded in Volume 3072, Page 161 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod set for a corner, capped MTG 101011-00, lying in the intersection of the North line of Texas Avenue and the East line of Chapel Lane, said corner bears North 03 degrees 53 minutes 26 seconds West (basis of bearings) a distance of 457.13 feet to a 1/2 inch steel rod found for a corner (control monument no. 2), South 84 degrees 03 minutes 56 seconds West a distance of 5856.57, South 05 degrees 51 minutes 49 seconds East a distance of 983.01 feet, North 84 degrees 10 minutes 29 seconds East a distance of 665.26 feet and North 05 degrees 59 minutes 31 seconds West a distance of 64.00 feet from a 1/2 inch steel rod found for a corner (control monument no.

1).

THENCE North 05 degrees 34 minutes 27 seconds West a distance of 264.99 feet along the East line of the said Chapel Lane to a 1/2 inch steel rod set for a corner, capped MTG 101011-00, lying in the intersection of the East line of the said Chapel Lane and the South line of Credit Street;

THENCE North 88 degrees 15 minutes 08 seconds East a distance of 143.65 feet along the South line of the said Credit Street to a 1/2 inch steel rod set for a corner, capped MTG 101011-00, lying in the intersection of the West line of the said Technology Circle and the North line of the said Texas Avenue;

THENCE South 05 degrees 24 minutes 53 seconds East a distance of 254.70 feet along the West line of the said Technology Circle to a 1/2 inch steel rod set for a corner, capped MTG 101011-00, lying in the intersection of the West line of the said Technology Circle and the North line of the said Texas Avenue;

THENCE South 84 degrees 08 minutes 29 seconds West a distance of 142.62 feet along the North line of the said Texas Avenue to the point of beginning and containing 0.853 acres of land, at the time of this survey.

The bearings are based on Texas Coordinate System of 1983, North Central Zone, NAD83, with a bearing of North 03 degrees 53 minutes 26 seconds West.

This description is based on the survey and plat made by Mike Gardner, Registered

Professional Land Surveyor No. 5760, on June 21, 2012.

Property Description
Access Easement
With 2.245 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the Jonathan Collum Headright Survey, Abstract 109, Bowie County, Texas, being a part of that certain tract of land described as 765.5 acres in the deed from the United States of America to Red River Redevelopment Authority, dated March 30, 1999, recorded in Volume 3072, Page 161 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for a corner, lying in the South right-of-way line of the Texas and Pacific Railway Company Railroad and the North line of the said 765.5 acre tract, said corner bears North 03 degrees 53 minutes 26 seconds West (basis of bearings) a distance of 457.13 feet to a 1/2 inch steel rod found for a corner (control monument no. 2) and South 84 degrees 03 minutes 56 seconds West a distance of 5796.57 feet from a 1/2 inch steel rod found for a corner (control monument no. 1);

THENCE South 05 degrees 51 minutes 41 seconds East a distance of 953.93 feet to a point for a corner, at an angle point;

THENCE North 84 degrees 20 minutes 01 seconds East a distance of 533.08 feet to a point for a corner, at an angle point;

THENCE North 05 degrees 34 minutes 27 seconds West a distance of 301.59 feet to a point for a corner, at an angle point;

THENCE North 84 degrees 25 minutes 33 seconds East a distance of 71.89 feet to a point for a corner, being the Northwest corner of the above 0.853 acre tract;

THENCE South 05 degrees 34 minutes 27 seconds East a distance of 264.99 feet along the West line of the said 0.853 acre tract to a point for a corner, at an angle point, the Southwest corner of the said 0.853 acre tract;

THENCE South 05 degrees 59 minutes 31 seconds East a distance of 64.00 feet to a point for a corner;

THENCE South 84 degrees 10 minutes 29 seconds West a distance of 983.01 feet to a point for a corner;

THENCE North 05 degrees 51 minutes 49 seconds West a distance of 983.01 feet to a point for

a corner, lying the South right-of-way line of the Texas and Pacific Railway Company Railroad and the North line of the said 765.5 acre tract;

THENCE North 84 degrees 03 minutes 56 seconds East a distance of 60.00 feet along the South right-of-way line of the Texas and Pacific Railway Company Railroad and the North line of the said 765.5 acre tract to the point of beginning and containing 2.245 acres of land, at the time of this survey.

EXHIBIT "B"
EXCEPTIONS AND RESERVATIONS

SALE BY TEXAMERICAS CENTER
To
RED RIVER EMPLOYEES FEDERAL CREDIT UNION

A. This conveyance is made subject to, and Grantee agrees to be bound by, all exceptions, restrictions, and reservations by the United States of America, acting by and through the Secretary of the Army ("Army"), in that certain Deed Without Warranty dated the 25th day of March, 1999, and recorded in Volume 3072, Page 161 of the Real Property Records of Bowie County, Texas, to the extent said matters affect the Property, including but not limited to the following:

1. Reservation of all oil, gas and other minerals.
2. Reservation of rights and easements for (a) access; (b) electric, telephone, and other utility service; (c) water, sanitary sewer, industrial wastewater, gas, and storm sewer service; (d) railroad rights-of-way; and (e) line of site clear zone, as set forth in Paragraph I Reserved Rights and Easements of said Deed Without Warranty.
3. Reservation of use and occupancy of certain buildings, signs and displays together with rights of ingress and egress to and from said buildings, signs and displays as set forth in Paragraph 1.F. of said Deed Without Warranty.
4. Article 2. CERCLA Covenants and Notice of said Deed Without Warranty.
5. Residential Use Restrictions and Groundwater Use Restrictions and enforcement rights as set forth in Article III. Restricted Covenants of said Deed Without Warranty.
6. Article IV. Baseline Survey ("EBS") and Finding of Suitability to Transfer ("FOST") of that certain Deed Without Warranty.
7. Article V. Notice of the Presence of Lead-Based Paint and Covenant Against the Use of the Property for Residential Purposes in said Deed Without Warranty which said Notice reads as follows:

"V. Notice of the Presence of Lead Based Paint and Covenant Against the Use of the Property for Residential Purposes

- A. The GRANTEE is hereby informed and does acknowledge that all buildings on the Property, if any, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in

residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. "Residential Real Property" means any housing constructed prior to 1978, except housing for the elderly (households reserved for and composed of one or more persons 62 years of age or more at the time of initial occupancy) or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

- B. Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces is contained in the Environmental Baseline Survey. All purchasers of Residential Real Property must receive the federally-approved pamphlet on lead poisoning prevention.
- C. The GRANTEE acknowledges that it has received the opportunity to conduct its own risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this document.
- D. The GRANTEE covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Real Property without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the GRANTEE specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992) (hereinafter Title X).

In complying with these requirements, the GRANTEE covenants and agrees to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the Property found to be necessary as a result of the subsequent use of the property for residential purposes. The GRANTEE covenants and agrees to comply with solid or hazardous waste laws that may apply to any waste that may be generated during the course of lead-based paint abatement activities.

- E. The GRANTEE further agrees to indemnify and hold harmless the Army, TexAmericas Center, their officers, agents and employees, as may be permitted by applicable Texas law, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorney's fees arising out of, or in a manner predicted upon personal injury, death or property damage resulting from,

related to, caused by or arising out of lead-based paint or lead-based paint hazards on the Property if used for residential purposes.

F. The covenants, restrictions and requirements of this Section V shall be binding upon the GRANTEE, its successors or assigns and all future owners of Residential Real Property, and shall be deemed to run with the land on which the Residential Real Property is situated. The GRANTEE on behalf of itself, its successors and assigns, covenants that it will include and make legally binding, this Section V in all subsequent transfers, leases, or conveyance documents that include Residential Real Property.”

8. Article VI. Notice of the Presence of Asbestos and Covenant as set forth in said Deed Without Warranty which reads as follows:

“VI. Notice of the Presence of Asbestos and Covenant

A. The GRANTEE is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing materials (“ACM”) has been found in buildings and structures on the Property, as described in the final base-wise EBS Environmental Baseline Survey for Red River Army Depot dated December 1996. The ACM in buildings and structures on the Property does not currently pose a threat to human health or the environment, and all friable asbestos that posed a risk to human health has either been removed or encapsulated.

B. The GRANTEE covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the Army assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability or death, to the GRANTEE, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the GRANTEE, its successors or assigns, have properly warned or failed to properly warn the individual(s) injured. The GRANTEE agrees to be responsible for any future remediation of asbestos in buildings and structures found to be necessary on the Property.

C. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers which can result in disability or death.

- D. The GRANTEE acknowledges that it has inspected the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos hazards or concerns.
- E. The GRANTOR assumes no liability for any damages to person or property, and gives no warranties, either express or implied, with regard to the presence or absence of asbestos or asbestos containing materials (ACM) in buildings and structures, or whether the property is or is not suitable for a particular purpose.”
9. The parties acknowledge that, due to the former use of the property as a part of an active military installation, undiscovered unexploded ordinance (“UXO”) may exist on the property. The parties further acknowledge that the Army has represented that it has made a complete and thorough search of its records since the inception of the installation and found no instance of ordinance on or within the property, and the Army has further represented that the property was never used for detonations of ordinance. After transfer of the property, should there be any UXO discovered, the Army has the obligation to locate and remove the UXO as expeditiously as is reasonable and practicable, subject to the availability of appropriated funds. The parties shall cooperate with the Army with regard to the location of and removal of UXO from the property, notify the Army as soon as reasonably possible after the discovery of any UXO upon the property, and take no actions regarding UXO discovered on the property except as may specifically be directed by the Army.
10. Certain property within the former boundaries of Red River Army Depot have been determined to be Historic Properties and are subject to the terms of the Historic Properties Memorandum of Agreement between the Red River Redevelopment Authority, the State Historic Preservation Officer, the Counsel for Historic Preservation and the Department of the Army. Pursuant to said agreement, certain restrictions apply with regard to the modification, rehabilitation, alteration, or demolition of certain properties identified as buildings 150, 154 and 166.
- B. Seller reserves the right to include the Property together with other property owned by Seller and other third parties in a subdivision plat and/or subject the property to reasonable utility easements, and reasonable common restrictive covenants; provided, however, said restrictive covenants and easements shall not interfere unreasonably with Purchaser’s use of the property as Credit Union offices and related uses, and that Purchaser shall have the right to participate in the determination of location of any easements upon the Property and the terms of any such restrictive covenants. Purchaser shall, upon Seller’s request, join in the dedication of such subdivision, easements and restrictive covenants. This provision shall survive closing and not be merged therein.

C. Pursuant to the requirements of the agreement between the U.S. Department of the Army and Red River Redevelopment Authority regarding the transfer of the utility systems which provide service to the Property, Red River Redevelopment Authority and its successor and/or assigns which own and/or operate said utility systems are hereby authorized to release and/or disclose to the U.S. Department of the Army information regarding the consumption of utility services and commodities which flow through the meters servicing the Property. This consent to disclosure is specifically limited to the dissemination of the information to the United States Department of the Army.

D. Purchaser's Use of the Property shall be only in accordance with the Red River Army Depot Installation Reuse Plan, prepared pursuant to the Defense Base Closure and Realignment Act of 1990.

E. Purchaser acknowledges that natural gas utility services for the property are currently provided by the U.S. Department of the Army (Army) in accordance with the terms and conditions of the utility agreement between the Army and the Red River Local Redevelopment Authority dated September 1, 1998. Until such time as title to said utility is transferred to Seller or a Third Party provider, Purchaser shall pay directly to the Seller, unless directed otherwise by Seller, the charges, assessments or metered charges under the Utility Agreement for Purchaser's consumption of said utility service including and will comply fully with the terms of the Utility Agreement. The cost of any utilities or services provided by the Army, or its successor, or by any entity under the direct or indirect control of the Seller shall be subject to reasonable rules and regulations applicable to commercial users of such utility services and to the pricing policy established by the Army as set forth in the Utility Agreement. Furthermore, Purchaser recognizes and agrees that upon the transfer of utility systems currently owned by the Army to Seller or some other entity, the price and terms of the utility services being provided to Purchaser shall be subject to change.

F. Purchaser acknowledges and agrees that Purchaser shall pay all property taxes, user charges, payments in lieu of taxes, betterment charges and other local, county, TexAmericas Center, or state assessments on or against the Property, including but not limited to assessments for road repair, maintenance and construction and common area maintenance within TexAmericas Center Campus. To the extent any such taxes, charges and assessments are not assessed against the Property separately, but are assessed against Property located within the TexAmericas Center Campus of which the Property is a constituent part and which property is used by and/or for the benefit of all property owners in the TexAmericas Center Campus (the common area), Purchaser agrees to pay its proportionate share of such taxes or charges, said share to be based on the square footage of the Property as a percentage of the total square footage of the Property in the TexAmericas Center Campus, excluding the common area. Such common area charges shall not exceed ten cents (\$0.10) per \$100.00 value of the Property and improvements thereon based upon the fair market value thereof as determined by the Bowie Central Appraisal District for the year in which the assessment is made.

G. Purchaser purchases the Property "AS IS – WHERE IS." Purchaser acknowledges that the Property may not currently be fit for occupancy pursuant to applicable building codes, may not be in compliance with the American with Disabilities Act, or the applicable state law and regulations, and may contain lead-based paint and friable and non-friable asbestos or asbestos-containing materials. The Property is conveyed "AS IS – WHERE IS" without any representations, warranties, or guaranties as to quantity, quality, character, condition, size or kind, or that the Property is in a condition or fit to be used for the purpose for which it is intended, and the conveyance will be without any obligation on the part of the Seller to make any alterations, repairs, or additions to the Property.

H. Purchaser acknowledges and agrees that the Property is, or has been, a part of Red River Army Depot, an installation of the United States of America, Department of the Army, and, as such is conveyed to Purchaser, subject to such additional easements, covenants and restrictions as may be referred to and contained in the Memorandum of Agreement and Deed transferring title from the Army to Seller, or its predecessors in title, including but not limited to, such easements, covenants and restrictions allowing the United States and its agents, employees and contractors access to and over the Property as may be necessary for any investigation, response, or corrective action pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601 et seq. (CERCLA) or any other environmental statute, rule or regulation.

I. Easement as described and assigned in that certain Assignment of Easement executed by and between Red River Redevelopment Authority, as Assignor, and Southwestern Electric Power Company, as Assignee, effective date of May 14, 2002, recorded in Volume 3809, Page 136, Real Property Records, Bowie County, Texas.

J. All conditions, provisions, matters, and terms set forth in and assigned in that certain Assignment of Contract and Assumption of Liabilities by and between Red River Redevelopment Authority, as Assignor, and Southwestern Electric Power Company, as Assignee, effective date of May 15, 2002, recorded in Volume 3932, Page 1, Real Property Records, Bowie County, Texas.

K. Easement for electric utility system, and any and all matters, provisions, assignments, and conditions as set forth in that certain instrument dated January 11, 2002, recorded in Volume 3931, Page 286, Real Property Records, Bowie County, Texas.

L. Right of Way Agreement dated May 15, 2002, executed by and between Red River Redevelopment Authority, as Assignor, and Southwestern Electric Power Company, as Assignee, effective date of May 15, 2002, recorded in Volume 3932, Page 43, Real Property Records, Bowie County, Texas.

M. Terms, provisions, conditions, and matters, including but not limited to easements for water, sanitary sewer and industrial wastewater utility easements, all as set forth and

contained in instrument recorded in Volume 3931, Page 6, Real Property Records, Bowie County, Texas.

N. Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.