



**RESOLUTION NO. 20121023-07**

**RESOLUTION AUTHORIZING THE EXECUTION TO EXECUTE A REAL PROPERTY EXCHANGE AGREEMENT WITH CHARLES D. CRUMPTON AND EXECUTE CLOSING DOCUMENTS TO CONSUMMATE THE TRANSFER.**

**WHEREAS**, TexAmericas Center as 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**, TexAmericas Center desires to reconstruct the entrance to the TexAmericas Center-East Campus at the location of the existing entrance at the stoplight in downtown Hooks, Texas; and

**WHEREAS**, to reconstruct and enhance the usability of the entrance at the Hooks location, it is necessary to widen the existing roadway and realign it which will require the acquisition of a small tract of property from Charles D. Crumpton d/b/a Danny's Automotive; and

**WHEREAS**, the Executive Director/CEO has negotiated terms with Charles D. Crumpton for the exchange of two tracts of property and the payment of additional consideration to Charles D. Crumpton to put into effect the widened entrance to the TexAmericas Center-East Campus;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of TexAmericas Center that the Executive Director/CEO, William V. Cork, shall be and he is hereby authorized to execute the Real Property Exchange Agreement in substantially the form attached to this Resolution to acquire the property necessary for the reconstruction of the West entrance to the TexAmericas Center-East Campus; and

**BE IT FURTHER RESOLVED** by the Board of Directors of TexAmericas Center that the Executive Director/CEO shall be and he is hereby authorized to execute any and all documents necessary and to pay such expenses as may be required to close the transaction as reflected in the Real Property Exchange Agreement attached hereto.

**PASSED and APPROVED this 23<sup>rd</sup> day of October, 2012.**

  
Denis Washington, Chairman of the Board

**ATTEST:**

  
Wayne Cranfill, Secretary

**Attached: Real Property Exchange Agreement  
Special Warranty Deed  
Warranty Deed**

## **REAL PROPERTY EXCHANGE AGREEMENT**

(TWO PARTY WITH BOOT)

THIS REAL PROPERTY EXCHANGE AGREEMENT ("Agreement") is between **TEXAMERICAS CENTER** referred to in this agreement as "First Party" and **CHARLES D. CRUMPTON** referred to in this agreement as "Second Party".

In consideration of the premises, mutual covenants, and agreements contained in this Agreement, First Party and Second Party covenant and agree as follows:

### **ARTICLE 1-- EXCHANGE**

#### **Agreement to Exchange**

1.01. Subject to the terms, provisions, and conditions set forth in this Agreement, First Party agrees to convey to Second Party the property described in Exhibit A attached to and made a part of this Agreement, referred to herein as "Property A"). Subject to the terms, provisions, and conditions set forth in this Agreement, Second Party agrees to convey to First Party the property described in Exhibit B attached to and made a part of this agreement, referred to herein as "Property B").

#### **Value of Property A**

1.02. The value of Property A for purposes of this Agreement shall be \$5,000.00.

#### **Value of Property B**

1.03. The value of Property B for purposes of this Agreement shall be \$30,000.00.

### **ARTICLE 2-- REPRESENTATIONS AND WARRANTIES OF FIRST PARTY**

First Party represents and warrants to Second Party the following:

#### **Organization**

2.01. First Party is a political subdivision of the State of Texas, validly existing, and in good standing under the laws of the state of Texas, duly qualified to carry on its business in the state of Texas.

## **Power and Authority**

2.02. First Party has all requisite power and authority to carry on its business as presently conducted, to enter into this Agreement, and to perform its obligations under this Agreement, including the conveyance described in Paragraph 1.01. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been or will be prior to the closing date duly and validly authorized by all requisite action on the part of First Party. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement will not violate or be in conflict with any provision of the governing statutes of First Party, or any provision of any agreement or instrument to which First Party is a party or by which First Party is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to First Party.

## **Binding Obligation**

2.03. Upon approval by the Board of Directors of First Party, this Agreement shall constitute a legal, valid, and binding obligation of First Party.

## **Parties in Possession**

2.04. Except for First Party, there are no parties in possession of any portion of Property A.

## **Legal Actions**

2.05. No suit, action, or other proceeding, including, without limitation, a condemnation or similar proceeding or assessment, is pending or threatened in any court against all or any part of Property A.

## **Contracts and Agreements**

2.06. There are no contracts or agreements to which First Party is a party that affect the value or marketability of Property A other than as filed for record, or as stated in the Memorandum of Agreement between First Party and the U.S. Department of the Army dated September 1, 2010, a copy of which is available in the offices of First Party.

## **Utilities**

2.07. There are water, sewer, and electricity lines to Property A that are available for use by Second Party.

## **Access**

2.08. There is full and free access to Property A to and from public highways, streets, or roads over and across property currently owned by Second Party and by a roadway to be constructed as specified in Section 10.18.

## **Validity at Closing**

2.09. The representations and warranties of First Party shall be true on the date of the Closing.

## **ARTICLE 3-- REPRESENTATIONS AND WARRANTIES OF SECOND PARTY**

Second Party represents and warrants to the First Party the following:

### **Organization**

3.01. Second Party is an individual resident of Bowie County, Texas, duly qualified to carry on its business in the state of Texas.

### **Power and Authority**

3.02. Second Party has all requisite power and authority to carry on its business as presently conducted, to enter into this Agreement, and to perform its obligations under this Agreement, including the conveyance described in Paragraph 1.01. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of Second Party. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement will not violate or be in conflict with any provision of the governing documents of Second Party or any provision of any agreement or instrument to which Second Party is a party or by which Second Party is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to Second Party.

### **Binding Obligation**

3.03. This Agreement has been duly executed and delivered on behalf of Second Party. This Agreement constitutes a legal, valid, and binding obligation of Second Party.

### **Parties in Possession**

3.04. Except for Second Party, there are no parties in possession of any portion of Property B.

### **Legal Actions**

3.05. No suit, action, or other proceeding, including, without limitation, a condemnation or similar proceeding or assessment, is pending or threatened in any court or governmental agency against all or any part of Property B.

### **Contracts and Agreements**

3.06. There are no contracts or agreements to which Second Party is a party that affect the value or marketability of Property B other than as filed for record.

### **Compliance With Law**

3.07. Second Party has complied with all applicable laws, ordinances, regulations, statutes, rules, and restrictions relating to all or any part of Property B.

### **Utilities**

3.08. There are water, sewer, and electricity lines to Property B that are available for use by First Party.

### **Access**

3.09. There is full and free access to Property B to and from public highways, streets, or roads.

### **Validity at Closing**

3.10. The representations and warranties of Second Party shall be true on the date of the Closing.

## **ARTICLE 4-- SURVEY, INSPECTION, AND TITLE TO PROPERTY A**

### **Survey**

4.01. First Party shall deliver to Second Party at First Party's sole cost and expense a current plat of survey of Property A prepared by a licensed surveyor or registered engineer mutually agreeable to First Party and Second Party. The survey shall be staked on the ground. The plat of survey shall include:

(a) the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to Property A, if any;

(b) the surveyor's certification that there are no encroachments on Property A;

(c) the number of total acres comprising Property A; and

(d) a metes and bounds description of Property A.

#### **Title Examination**

4.02. Within twenty (20) days of the date of this Agreement, First Party shall cause to be delivered to Second Party a preliminary title report covering Property A prepared by Stewart Title of Texarkana.

#### **Property Defects**

4.03. Within ten (10) days after receipt of the preliminary title report, Second Party shall notify First Party in writing of all significant defects pertaining to Property A. First Party shall use all reasonable efforts to cure or eliminate all significant defects identified by Second Party. In the event that the notice of defects does not include any significant defects, as defined below, the parties may proceed with the Closing provided in Article 7. In the event that the notice of defects includes significant defects, First Party shall notify Second Party within ten (10) days of receipt of the notice of defects specifying the acts taken to cure the significant defects and shall provide Second Party with copies of all instruments pertaining to the cure of the significant defects. If no significant defect remains after the notice from First Party to Second Party, the parties may proceed with the Closing provided in Article 7. If any significant defect remains after the notice from First Party to Second Party, within five (5) days after Second Party's receipt of notice from First Party, Second Party shall notify First Party of Second Party's election to terminate this Agreement or to waive the remaining significant defects and proceed with the Closing provided in Article 7. In the event that a party fails to comply with a provision in this paragraph, the other party may elect to terminate this Agreement or to waive the failure and proceed with the Closing provided in Article 7. The term "significant defects" means an adverse

and material lien, mortgage, claim, obligation, encumbrance, title defect, or condition, that, either alone or in combination with other defects would unreasonably interfere with the intended use of the property; provided, however, easements, covenants and restrictions currently of record in Bowie County, Texas, shall not constitute significant defects.

## **ARTICLE 5-- SURVEY, INSPECTION, AND TITLE TO PROPERTY B**

### **Survey**

5.01. First Party shall obtain at First Party's sole cost and expense a current plat of survey of Property B prepared by a licensed surveyor or registered engineer mutually agreeable to First Party and Second Party. The survey shall be staked on the ground. The plat of survey shall include:

- (a) the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to Property B, if any;
- (b) the surveyor's certification that there are no encroachments on Property B;
- (c) the number of total acres comprising Property B; and
- (d) a metes and bounds description of Property B.

### **Title Examination**

5.02. Within twenty (20) days of the date of this Agreement, Second Party shall cause to be delivered to First Party a preliminary title report covering Property B prepared by Stewart Title of Texarkana.

### **Property Defects**

5.03. Within ten (10) days after receipt of the preliminary title report, First Party shall notify Second Party in writing of all significant defects pertaining to Property B. Second Party shall use all reasonable efforts to cure or eliminate all significant defects identified by First Party. In the event that the notice of defects does not include any significant defects, as defined below, the parties may proceed with the Closing provided in Article 7. In the event that the notice of defects includes significant defects, Second Party shall notify First Party within ten (10) days of receipt of the notice of defects specifying the acts taken to cure the significant defects and shall provide First Party with copies of all instruments pertaining to the cure of the significant defects. If no significant defect remains after the notice from Second Party to First Party, the parties may proceed with the Closing provided in Article 7. If any significant defect remains after the notice from Second Party to First Party, within five (5) days after First Party's receipt of notice from Second Party, First Party shall notify Second Party of First Party's election to terminate this Agreement or to waive the remaining significant defects and proceed with the Closing provided in Article 7. In the event that a party fails to comply with a provision in this



paragraph, the other party may elect to terminate this Agreement or to waive the failure and proceed with the Closing provided in Article 7. The term "significant defects" means an adverse and material lien, mortgage, claim, obligation, encumbrance, title defect, or condition, that, either alone or in combination with other defects, results in the unmarketability of title or unreasonably interferes with the intended use of the property; provided however, easements, covenants, and restrictions currently of record in Bowie County, Texas, shall not constitute significant defects.

## **ARTICLE 6-- USE OF PROPERTY**

### **Use of Property A**

6.01. During the period from the date of this Agreement to the date of the Closing, First Party shall:

(a) use all reasonable efforts to cause Property A to be used, maintained, and operated in a manner consistent with the use of Property A on the date of this Agreement;

(b) promptly notify Second Party of any suit, action, or any legal proceeding involving all or any part of Property A that arises prior to the date of the Closing with respect to which First Party receives actual notice; and

(c) promptly notify Second Party of any matter that arises prior to the date of the Closing that materially affects the value of Property A with respect to which First Party becomes aware.

### **Use of Property B**

6.02. During the period from the date of this Agreement to the date of the Closing, Second Party shall:

(a) use all reasonable efforts to cause Property B to be used, maintained, and operated in a manner consistent with the use of Property B on the date of this Agreement;

(b) promptly notify First Party of any action, suit, or any legal proceeding involving all or any part of Property B that arises prior to the date of the Closing with respect to which Second Party receives actual notice; and

(c) promptly notify First Party of any matter that arises prior to the date of the Closing that materially affects the value of Property B with respect to which Second Party becomes aware.

## **ARTICLE 7-- CLOSING**

### **Conditions to First Party's Obligations at Closing**

7.01. The obligations of First Party at the Closing are subject to the satisfaction of the following conditions:

(a) all representations and warranties of Second Party in this Agreement shall be true in all material respects;

(b) Second Party shall have performed and satisfied all covenants and agreements required by this Agreement in all material respects; and

### **Conditions to Second Party's Obligations at Closing**

7.02. The obligations of Second Party at the Closing are subject to the satisfaction of the following conditions:

(a) all representations and warranties of First Party in this Agreement shall be true in all material respects;

(b) First Party shall have performed and satisfied all covenants and agreements required by this Agreement in all material respects; and

### **Date of Closing**

7.03. Subject to the conditions of Paragraphs 7.01 and 7.02 and the termination provisions of Article 9, the closing ("Closing") shall occur on or before October 31, 2012, or upon curing of property title defects as provided in Section 4.03 and 5.03, but not later than November 15, 2012.

### **Place of Closing**

7.04. The Closing shall be held at the offices of Stewart Title of Texarkana, 5402 Plaza Drive, Texarkana, Texas.

### **Obligations at Closing**

7.05. At the Closing, the following events shall occur, each being a condition precedent to the other events and each being deemed to have occurred simultaneously with the other events:

(a) First Party shall deliver to Second Party a duly executed and acknowledged Special Warranty Deed in a form acceptable to Second Party's counsel conveying good and indefeasible title in fee simple to all of Property A, free and clear of any and all liens. The Property A shall be conveyed subject to all easements, covenants and restrictions contained in the Deed Without Warranty from the U.S.A. to Red River Redevelopment Authority dated September 1, 2010 recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas, and the exceptions and reservations set forth in Exhibit C attached hereto and made a part of this Agreement.

(b) First Party shall deliver to Second Party an Owner's Title Policy in the amount of \$5,000.00 at First Party's sole expense, issued by Stewart Title of Texarkana in Second Party's favor insuring Second Party's fee simple title to Property A subject only to those title exceptions listed in subparagraph (a) above, and the standard printed exceptions contained in the usual form of Owner's Title Policy in the state in which the property is located, provided, however;

(i) the boundary and survey exceptions shall be deleted;

(ii) the exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."

(c) First Party shall deliver to Second Party exclusive possession of Property A.

(d) Second Party shall deliver to First Party a duly executed and acknowledged General Warranty Deed in a form acceptable to First Party's counsel conveying good and indefeasible title in fee simple to all of Property B, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions.

(e) Second Party shall deliver to First Party an Owner's Title Policy in the amount of \$30,000.00 at First Party's sole expense, issued by Stewart Title of Texarkana in First Party's favor insuring First Party's fee simple title to Property B subject only to the standard printed exceptions contained in the usual form of Owner's Title Policy in the state in which the property is located, provided, however:

(i) the boundary and survey exceptions shall be deleted;

(ii) the exception as to restrictive covenants shall be endorsed, "None of Record"; and

(iii) the exception as to the lien for taxes shall be limited to the year 2013 and subsequent years.

(f) Second Party shall deliver to First Party exclusive possession of Property B.

(g) First Party shall pay to Second Party in cash at closing the sum of \$25,000.00.

#### **ARTICLE 8-- REAL ESTATE COMMISSIONS**

All obligations of the parties, if any, for payment of Broker's fees and real estate commissions relating to this transaction are contained in separate written agreements.

#### **ARTICLE 9-- TERMINATION OF AGREEMENT**

##### **Termination by First Party**

9.01. First Party may terminate this Agreement in the event of the following:

(a) the existence of a right to terminate under the circumstances stated in Paragraphs 5.03; or

(b) the conditions stated in Paragraph 7.01 have not been satisfied in all material respects or waived on the date of the Closing.

##### **Termination by Second Party**

9.02. Second Party may terminate this Agreement in the event of the following:

(a) the existence of a right to terminate under the circumstances stated in Paragraphs 4.03; or

(b) the conditions stated in Paragraph 7.02 have not been satisfied in all material respects or waived on the date of the Closing.

#### **ARTICLE 10-- MISCELLANEOUS**

##### **Assignment of Contract**

10.01. This Agreement may not be assigned without the prior written consent of the other party.

## **Survival of Provisions**

10.02. The representations, warranties, and agreements of Articles 2 and 3 shall survive and shall not be merged in the Closing.

## **Notices**

10.03. Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been made when personally delivered, or if mailed, when mailed by certified mail, return receipt requested, addressed to First Party or Second Party, as the case may be, at the address set forth below the signature of such party hereto.

## **Applicable Law**

10.04. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas.

## **Parties Bound**

10.05. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

## **Severability of Provisions**

10.06. To the extent permitted by law, a holding by any court that any provision in this Agreement is invalid, illegal, or unenforceable in any respect shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of this Agreement.

## **No Limitation of Remedies**

10.07. Nothing in this Agreement shall be construed to limit any legal or equitable remedies of the parties.

## **Prior Agreements Superseded**

10.08. This Agreement constitutes the entire understanding between the parties and supersedes any prior negotiations, discussions, agreements, and understandings between the parties with respect to the subject matter of this Agreement.

## **Time of Essence**

10.09. Time is of the essence in this Agreement.

### **Expenses**

10.10. Except as otherwise provided in this Agreement, all fees, costs, and expenses incurred in negotiating this Agreement or completing the transactions described in this Agreement shall be paid by the party incurring the fee, cost, or expense.

### **Amendments and Waivers**

10.11. This Agreement may not be amended except in a writing specifically referring to this Agreement and signed by First Party and Second Party. A right created under this Agreement may not be waived except in a writing specifically referring to this Agreement and signed by the party waiving the right.

### **Counterparts**

10.12. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

### **Gender**

10.13. Words of any gender used in this contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

### **Attorney's Fees**

10.14. If First Party or Second Party, or Escrow Agent is a prevailing party in any legal proceeding brought under or with respect to this contract, said prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs. This provision shall survive the closing.

### **Construction on Contract**

10.15. First Party and Second Party acknowledges that this document is the result of negotiations between the parties in which both contributed to the drafting hereof and shall not be construed against either of them as having been the primary or dominant drafter.



## Captions

10.16. The captions of the various paragraphs and clauses of this instrument have been inserted for the purpose of convenience and such captions shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions herein.

## Effective Date

10.17. This agreement shall be effective as of the date set forth below the signature of the last party to sign the Agreement.

## Special Provisions

10.18. The following additional covenants and conditions shall apply to this transaction:

(a) First Party shall convey Property A to Second Party, and Second Party shall accept Property A in its present "AS IS" condition with any and all latent and patent defects and without warranty by First Party that Property A has a particular financial value, is of a particular condition, or is fit for a particular purpose. Second Party takes Property A with the express understanding and stipulation that there are no express or implied warranties with respect to Property A except for the limited warranties to be stated in the deed.

(b) Second Party shall convey Property B to First Party, and First Party shall accept Property B in its present "AS IS" condition with any and all latent and patent defects and without warranty by Second Party that Property B has a particular financial value, is of a particular condition, or is fit for a particular purpose. First Party takes Property B with the express understanding and stipulation that there are no express or implied warranties with respect to Property B except for the limited warranties to be stated in the deed.

(c) As part of constructing widened roadway adjacent to the East boundary line of the Second Party's property (remaining after conveyance by Second Party to First Party of Property B), First Party agrees to provide to Second Party the following additional consideration:

(i) Site Fencing

The First Party, as a part of the roadway construction project, will install a chain link fence along the boundaries of the property as shown in Exhibit A. The proposed fence will connect to the existing fence at its termination points and will include two vehicle gates (double 12' swing gates). The proposed fence will be a six (6) foot high chain link fence with construction methods and materials in conformance with the Texas Department of Transportation Specification Item 550, Chain Link Fence and standard drawing Chain Link Fence (CLF-10).

(ii) Driveways

The First Party, as a part of the roadway construction project, will construct reinforced concrete driveways from the Second Party's east property line to the edge of the proposed pavement. The driveways will be a minimum of 5 inches in thickness with construction methods and materials in conformance with the Texas Department of Transportation Specification Item 530, Intersection, Driveways and Turnouts.

(iii) Gravel Parking Area

The First Party, as a part of the roadway construction project, will salvage the Second Party's gravel base from the property acquired and re-distributed in a neat fashion suitable for a gravel parking area on the Second Party's property.

(iv) Access to Property

Ingress and egress to the Second Party's property shall not be interrupted during the construction of the proposed roadway improvements.

(v) Relocation of Water Service

The First Party will provide for the relocation of the existing water meter and service line within the property to a location approved by the City of Hooks.

(d) The obligation of First Party to close is contingent upon approval of this Agreement by the Board of Directors of First Party.

**FIRST PARTY:**

TEXAMERICAS CENTER

By: William V. Cork  
Name: William V. Cork  
Title: Executive Director/CEO

Date: 10/23/12

Address: 107 Chapel Lane  
New Boston, Texas 75570

**SECOND PARTY:**

By: Charles D. Crumpton  
Name: Charles D. Crumpton  
Title: Owner

Date: 10-24-12

Address: P.O. Box 1537  
Hooks, Texas 75561

**REAL PROPERTY EXCHANGE AGREEMENT**  
**EXHIBIT "A"**

**TEXAMERCIAS CENTER TO CHARLES D. CRUMPTON**

Property A to be conveyed by First Party to Second Party is described as follows:

All that certain lot, tract or parcel of land lying and situated in the George Collom Headright Survey, Abstract 119, Bowie County, Texas, being a part of that certain tract of land described as Tract 1, with 761.245 acres in the deed from the United States of America to Red River Redevelopment Authority, dated September 1, 2010, recorded in Volume 5898, Page 1 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 found for a corner, capped Texas MG 5760, an inside ell corner of the said 761.245 acre tract, the Southwest corner of that certain tract of land described in the deed from Grover Godfrey, et ux, to Charles D. Crumpton, dated October 9, 2009, recorded in Volume 5707, Page 268 of the Real Property Records of Bowie County, Texas, same being that certain tract of land described in the deed from H. F. Borcharding, et ux, to Farmer's Gin Company, dated March 8, 1917, recorded in Volume 70, Page 476 of the Deed Records of Bowie County, Texas, said corner bears South 01 degrees 10 minutes 57 seconds East a distance of 124.99 feet from a 2 inch aluminum disk stamped SAM found for a corner (control monument no. 1), the Northeast corner of the said Crumpton tract and the Northeast corner of the said 761.245 acre tract;

THENCE North 88 degrees 49 minutes 01 seconds East a distance of 107.87 feet along the North line of the said 761.245 acre tract and the South line of the said Crumpton tract to a point for a corner, lying in a circular curve to the right, an outside ell corner of the said 761.245 acre tract, an outside ell corner of that certain tract of land described as Tract 19, with 33.260 acres in the deed from the United States of America to Red River Redevelopment Authority, dated September 1, 2010, recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas, said corner bears South 01 degrees 10 minutes 24 seconds East a distance of 139.70 feet to a 1/2 inch steel rod found for a corner, capped Texas MG 5760 and South 88 degrees 49 minutes 01 seconds West a distance of 72.13 feet from a 1/2 inch steel rod found for a corner (control monument no. 2), capped Texas MG 5760, the Northeast corner of the said Crumpton tract;

THENCE in a Southeasterly direction along the arc of the said circular curve a distance of 16.48 feet, with a delta angle of 0 degrees 10 minutes 01 seconds, a radius of 5654.58 feet, a chord bearing of South 01 degrees 26 minutes 28 seconds East, and a chord distance of 16.48 feet to a 1/2 inch steel rod found for a corner, capped Texas MG 5760, at the end of the said circular curve;

THENCE South 01 degrees 21 minutes 27 seconds East tangent to said curve, a distance of 75.59 feet along the West line of the said 33.260 acre tract and the East line of the said 761.245 acre tract to a 1/2 inch steel rod set for a corner, capped MTG 101011-00, said corner bears North 01 degrees 21 minutes 27 seconds West a distance of 77.60 feet from a 1/2 inch steel rod found for a corner, capped Texas MG 5760;

THENCE South 88 degrees 38 minutes 33 seconds West a distance of 108.18 feet to a 1/2 inch steel rod set for a corner, capped MTG 101011-00;

THENCE North 01 degrees 10 minutes 57 seconds West a distance of 92.40 feet to the point of beginning and containing 0.229 acres of land, at the time of this survey.

The bearings are based on Grid North within the "Texas Coordinate System Of 1983, North Central Zone", NAD83 (CORS96, EPOCH2002.0), with a bearing of North 84 degrees 08 minutes 38 seconds East. The combined scale factor to go from grid to surface is 1.00012.

This description is based on the survey and plat made by Mike Gardner, Registered Professional Land Surveyor No. 5760, on October 8, 2012.

**REAL PROPERTY EXCHANGE AGREEMENT**  
**EXHIBIT "B"**

**CHARLES D. CRUMPTON TO TEXAMERICAS CENTER**

Property B to be conveyed by Second Party to First Party is described as follows:

All that certain lot, tract or parcel of land lying and situated in the George Collom Headright Survey, Abstract 119, Bowie County, Texas, being a part of that certain tract of land described in the deed from Grover Godfrey, et ux, to Charles D. Crumpton, dated October 9, 2009, recorded in Volume 5707, Page 268 of the Real Property Records of Bowie County, Texas, same being that certain tract of land described in the deed from H. F. Borcharding, et ux, to Farmer's Gin Company, dated March 8, 1917, recorded in Volume 70, Page 476 of the Deed Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod found for a corner (control monument no. 2, capped Texas MG 5760, lying in the South right-of-way line of the Texas and Pacific Railroad, the Northeast corner of the said Crumpton tract, the Northwest corner of that certain tract of land described as Tract 19, with 33.260 acres in the deed from the United States of America to Red River Redevelopment Authority, dated September 1, 2010, recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas;

THENCE South 01 degrees 10 minutes 24 seconds East a distance of 139.70 feet along the West line of the said 33.260 acre tract and the East line of the said Crumpton tract to a 1/2 inch steel rod found for a corner, capped Texas MG 5760, the Southeast corner of the said Crumpton tract and an inside ell corner of the said Cass Street;

THENCE South 88 degrees 49 minutes 01 seconds West a distance of 72.13 feet along the North line of the said 33.260 acre tract and the South line of the said Crumpton tract to a point for a corner, lying in a circular curve to the left, an outside ell corner of the said 33.260 acre tract and a outside ell corner of that certain tract of land described as Tract 1, with 761.245 acres in the deed from the United States of America to Red River Redevelopment Authority, dated September 1, 2010, recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas, said corner bears North 88 degrees 49 minutes 01 seconds East a distance of 107.87 feet from a 1/2 inch steel rod found for a corner, capped Texas MG 5760, being the Southwest corner of the said Crumpton tract;

THENCE in a Northwesterly direction along the arc of the said circular curve a distance of 118.91 feet, with a delta angle of 1 degrees 12 minutes 18 seconds, a radius of 5654.58 feet, a chord bearing of North 02 degrees 07 minutes 37 seconds West, and a chord distance of 118.91 feet to a 1/2 inch steel rod set for a corner, capped MTG 101011-00, at the end of the said circular curve;

THENCE North 02 degrees 43 minutes 46 seconds West a distance of 14.73 feet to a 1/2 inch steel rod set for a corner, capped MTG 101011-00, lying in the South right-of-way line of the said Railroad and the North line of the said Crumpton tract, said corner bears North 84 degrees 08 minutes 38 seconds East (basis of bearings) a distance of 105.86 feet from a 2 inch aluminum disk stamped SAM found for a corner (control monument no. 1), the Northwest corner of the said Crumpton tract and the Northeast corner of the said 761.245 acre tract;

THENCE North 84 degrees 08 minutes 38 seconds East a distance of 74.76 feet along the South right-of-way line of the said Railroad and the North line of the said Crumpton tract to the point of beginning and containing 0.229 acres of land, at the time of this survey.

The bearings are based on Grid North within the "Texas Coordinate System Of 1983, North Central Zone", NAD83 (CORS96, EPOCH2002.0), with a bearing of North 84 degrees 08 minutes 38 seconds East. The combined scale factor to go from grid to surface is 1.00012.

This description is based on the survey and plat made by Mike Gardner, Registered Professional Land Surveyor No. 5760, on October 8, 2012.

**EXHIBIT "C"**  
**EXCEPTIONS AND RESERVATIONS**  
**TEXAMERICAS CENTER EAST CAMPUS**

A. This conveyance is made subject to, and Grantee agrees to be bound by, all exceptions, covenants, 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 1<sup>st</sup> day of September, 2010, and recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas, (the Deed Without Warranty) to the extent said matters affect the Property, including but not limited to the following:

1. 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 said Deed Without Warranty.
2. CERCLA Covenants and CERCLA Notice as set forth in said Deed Without Warranty.
3. Land Use Restrictions, Residential Use Restriction and Groundwater Restriction and enforcement rights as set forth in Exhibit B, Paragraph 2 of said Deed Without Warranty.
4. Notice of the Presence of Lead-Based Paint and Covenant Against the Use of the Property for Residential Purposes set forth in Paragraph 4, Exhibit B, in said Deed Without Warranty.
5. Notice of the Presence of Asbestos and Covenant as set forth in Exhibit B, Paragraph 3 of said Deed Without Warranty.
6. Notice of the Potential Presence of Munitions and Explosives of Concern (MEC) and Covenant set forth in Exhibit B, Paragraph 6 of said Deed Without Warranty.

B. Grantor reserves the right to include the Property together with other property owned by Grantor 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 Grantee's use of the property and that Grantee 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. Grantee shall, upon Grantor'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 TexAmericas Center regarding the transfer of the utility systems which provide

service to the Property, TexAmericas Center 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. Grantee acknowledges that utility services other than water and sanitary sewer service for the property are currently provided by third party providers. Grantee, its heirs, successors and assigns agree to comply with the rules and regulations adopted by TexAmericas Center for operation of its water and sanitary sewer systems.

E. Grantee acknowledges and agrees that Grantee 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 East 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 East 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 East Campus (the common area), Grantee 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 East 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.

F. Grantee purchases the Property "AS IS – WHERE IS." Grantee 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 Grantor to make any alterations, repairs, or additions to the Property.

6. Grantee acknowledges and agrees that the Property has been a part of Lone Star Army Ammunition Plant, an installation of the United States of America, Department of the Army, and, as such is conveyed to Grantee, 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 Grantor, 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.

H. 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.

I. Grantee agrees to be bound by, comply with and enforce where required the covenants, restrictions and requirements of the Deed Without Warranty as they relate to and are enforceable against the Property described in this Special Warranty Deed. Grantee acknowledges that said covenants, restrictions and requirements run with the land and are enforceable against Grantee, its heirs, successors and assigns. Grantee for itself, its heirs, successors and assigns covenants that it will include and make binding the terms of the covenants, restrictions, and requirements of the Deed Without Warranty in all subsequent transfers, leases, or conveyance documents that include the Property.

J. Grantee agrees to indemnify and hold harmless the U.S.A. Department of the Army, TexAmericas Center, their officers, agents and employees from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorney's fees arising out of, or in any manner predicated upon personal injury, death or property damage resulting from, related to, caused by or arising out of Grantee's, or Grantee's heirs, successors or assigns having violated the covenants, restrictions and/or requirements set forth in Deed Without Warranty and/or this Special Warranty Deed.

K. Grantor reserves for itself, its successors and assigns forever all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.