

**DEED WITHOUT WARRANTY**

Bowie County, Texas  
Velma Moore  
County Clerk  
On: Jun 03, 1999 at 04:19P

WHEREAS, pursuant to the Defense Base Closure and Realignment Act of 1990, Public Law 101-510, as amended, and codified at 10 U.S.C. 2687, note ("BRAC"), the Army has realigned the military installation known as the Red River Army Depot ("Red River"), and has made a final disposal decision with respect to the realigned portion thereof; and

WHEREAS, the Red River Redevelopment Authority, an authority of the State of Texas (the "RRRA"), as the federally-recognized local redevelopment authority for Red River, was granted the authority to oversee and implement the civilian reuse of the realigned portion of Red River in accordance with a locally-approved reuse plan; and

WHEREAS, the RRRA has made application for an Economic Development Conveyance ("EDC") for the purchase of the realigned portion of Red River; and

WHEREAS, the Army will retain the non-realigned portion of Red River (the "Retained Property"); and

WHEREAS, the Army, as authorized by BRAC and implementing regulations, has determined that the RRRA's EDC application for the realigned portion of Red River meets the criteria for conveyance to assist economic redevelopment and job creation and has accepted the RRRA's EDC application and made a final disposal decision with regard to the realigned portion of Red River; and

WHEREAS, pursuant to BRAC, the Army has the authority to convey and intends to convey the realigned portion of Red River to the RRRA, exclusive of the utility systems thereon; and

WHEREAS, as provided in the Memorandum of Agreement ("MOA") between the RRRA and the Army of even date herewith, consideration to be paid by the RRRA for the entire realigned portion of Red River, of which the buildings and appurtenances in this deed are a part, is eight hundred and fifty thousand dollars (\$850,000), and other good and valuable consideration.

KNOW ALL PERSONS BY THESE PRESENTS that the UNITED STATES OF AMERICA, acting by and through the SECRETARY OF THE ARMY (hereinafter the "Grantor"), under and pursuant to the Defense Base Closure and Realignment Act of 1990, as amended, (Public Law 101-510, as amended, 10 U.S.C. 2687, note), for

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consideration of eight hundred and fifty thousand dollars (\$850,000) paid and services in-kind to be provided, and subject to the reservations from and exceptions to conveyance as provided herein, has hereby granted, sold and conveyed unto the Red River Redevelopment Authority (hereinafter the "Grantee"), an authority of the State of Texas, having its principal place of business at Bowie County Court House , P.O. Box 248, New Boston, Texas 75570-0248, and its successors and assigns, without express or implied warranty, and exclusive of all warranties that might arise by common law and warranties in Section 5.023 of the Texas Property Code (or its successor), all that certain parcel of land located in Bowie County, Texas (the "Property"), which Property contains approximately six hundred and twenty-five (625) acres and is more particularly described in Exhibit A attached hereto and made a part hereof, specifically excepting from the Property parcels identified in Exhibit A .

The Property includes:

- a. all buildings, facilities, fixtures (including cranes), roadways, infrastructure, improvements thereon, and appurtenances thereto which constitute real property;
- b. all easements, reservations, and other rights appurtenant thereto;
- c. all hereditaments and tenements therein and reversions, remainders, issues, profits, and other rights belonging or related thereto; and
- d. all water rights, subject to third party rights, as their interest may appear.

The Property does not include gas, oil and other mineral rights.

## **I. RESERVED RIGHTS AND EASEMENTS**

The following rights and easements are hereby reserved by the Grantor:

### **A. Access to and from the Retained Property**

For the purpose of providing ingress and egress by vehicle and on foot to and from the Retained Property, a nonexclusive right and easement is hereby reserved over Texas Avenue, Main Drive, Arkansas Drive, Ammo Drive and North Patrol Road at their current widths and locations. These reserved rights and easements will terminate with reference to said roads and/or streets set forth above when said roads and/or streets, or when other roads or streets providing substantially equivalent access to the Grantor, are legally designated and accepted as public ways pursuant to applicable law, and shall otherwise be perpetual. With regard to the access rights reserved by the Grantor

herein, the Grantee shall retain the right to maintain, improve, repair, widen, alter, rename, or relocate any of the above-referenced roads and/or streets, so long as the Grantor is given continuous alternate access of similar quality during any periods of time any such road or street is not usable for the purposes specified herein.

**B. Electric, Telephone, and other Utility Service**

1. Easements

For the purposes of providing and maintaining electric service, cable television, and telephone service to the Property and the Retained Property, the nonexclusive perpetual right and easement is hereby reserved within the Property, centered on the existing utility poles, lines, or appurtenances, the widths and dimensions as reasonably necessary to exercise the rights and perform the conditions set forth below, and in such other areas as may be necessary to provide such services, all as agreed upon in good faith by the Grantor and Grantee (collectively the "Easement Areas"):

a. to operate, maintain, replace, and remove existing aboveground cables or poles, underground buried cables, handholes, conduits, cables, pipes, poles, anchors and guys, fixtures, appurtenances, and service connections, with the wires and cables therein or thereon, constituting a line or lines for the transmission and/or distribution of electricity, the transmission of intelligence by electricity, the provision of cable television service, and the provision of telephone service;

b. to replace, repair, maintain and remove as necessary to provide electric, cable television, and telephone service to the Property, transformer pads or poles, with transformers thereon, handholes, wire distributing facilities, fixtures, apparatus, and service connections;

c. to repair, replace, maintain and remove conduits, the necessary wires, underground buried cables, cables, fixtures, and appurtenances for service connections to said transformers, handholds, and wire distributing facilities;

d. to use said line or lines for the transmission and/or distribution of electricity, the transmission of intelligence by electricity, the provision of cable television, and the provision of telephone service;

e. to cut, trim, and remove trees, brush, overhanging branches, and any other obstructions to the extent that the Grantor deems reasonably necessary to clear up and keep clear and operate safely the said equipment;

f. to use and operate such vehicles and equipment within the Easement Area as



may be necessary to perform the functions authorized hereunder; and

g. to enter upon and authorize or permit others to enter upon the Easement Area from time to time for all of the foregoing purposes.

2. Conditions

a. The Grantor shall, in the utilization of said utility line easement rights granted in this Subsection I.B.:

(i) minimize interference with and disruption of the use and development of the Property by the Grantee, its successors and assigns;

(ii) restore any areas disturbed in connection with work undertaken hereunder to a safe and usable condition;

(iii) protect, in a workmanlike manner, at crossings and at all places in proximity to the Easement Area, in accordance with the National Electric Safety Code, all power transmission lines in such a manner as to not interfere with the use of the Property or menace life or property; and

(iv) except in the case of an emergency, provide the Grantee, its successors and assigns, prior notice of its entry onto the Easement Area, and coordinate activities within the Easement Area, with representatives of the Grantee, its successors and assigns.

b. The Grantee shall have the right to require the Grantor to relocate any of the Easement Areas and the lines or appurtenances therein, provided that the Grantee pays the reasonable cost of such relocation.

**C.. Water, Sanitary Sewer, Industrial Wastewater, Gas, and Storm Sewer Service**

1. Easements

For the purposes of providing and maintaining water, sanitary sewer, industrial wastewater, gas, and storm water drainage services to the Property and the Retained Property, the nonexclusive perpetual right and easement is hereby reserved within the Property, centered on the existing utility lines (whether above or below ground), and appurtenances, the widths and dimensions as reasonably necessary to exercise the rights and perform the conditions set forth below, and in other areas as may be necessary to provide such services, all as agreed upon in good faith by the Grantor and Grantee (collectively the "Easement Areas"):

a. to lay, construct, install, maintain, enlarge, remove, replace, operate, or repair waters, sanitary sewer, gas, industrial waste water or storm sewer mains, lines,

manholes, conduits, catch basins, and all related equipment and appurtenances thereto;

b. to use said mains, lines, and appurtenances for their intended purposes, including the transmission of drinking water, storm water, gas, industrial waste and sanitary sewage;

c. to make the excavations and improvements, above and below ground, as required to exercise the rights reserved above;

d. to use and operate such vehicles and equipment within the Easement Area as may be reasonably necessary to perform the functions authorized hereunder; and

e. to enter upon and authorize and permit others to enter upon said land of the Grantor from time to time for all of the foregoing purposes.

## 2. Conditions

The conditions for the use of the above reserved easement rights shall be the same as the conditions set forth in Subsection 1.B.2. above, exclusive of paragraph 1.B.2.a. (iii).

### **D. Railroad Rights of Way**

For the purposes of providing rail service to the Retained Property, the exclusive and perpetual right and easement is hereby reserved within the Property, centered on existing rail spurs and extending twenty-five (25) feet on either side of the center line of said rail spurs (the "Rail Spurs"), as follows:

The Rail Spurs which run parallel in a easterly and westerly fashion, and perpendicular in a northerly and southerly fashion to the Texas and Pacific Railroad main line as described in Map # E779.4 P E, dated 8 March 1948, entitled Railroad, Red River Division, Track and Switch Numbers and Location Map, more particularly described as:

Tract 68 as it currently exists;

Track 69 as it currently exists;

Tracks 71 and 71A as they currently exist;

Track 72 as it currently exists;

Track 73 as it currently exists; and,

Track 74 as it currently exists.

With regard to this reservation for the use of the Rail Spurs, the Grantor shall retain the right to maintain, improve, and repair said Rail Spurs as necessary for continued operations. In the use of these Rail Spurs, the Grantor shall (i) minimize the

interference with and disruption of the use and development of the Property by the Grantee, its successors and assigns, (ii) restore any areas disturbed in connection with work undertaken hereunder so that said areas are in a safe and useable condition, (iii) adequately protect intersections with existing streets to ensure the safe use of said streets, and (iv) not utilize the Rail Spurs for storage purposes. Furthermore, subject to conditions satisfactory to the Grantor, the Grantor agrees to allow use of the Rail Spurs by the Grantee.

#### **E. Reservation of Line of Site Clear Zone**

For purposes of maintaining the security of the Retained Property, the Grantor reserves a line of site clear zone in an area ten (10) feet from the existing fenceline currently separating the Retained Property from the Property, including the right to keep the area clear. This reservation and prohibition shall not be applicable in any way to existing buildings, structures or appurtenances within said ten (10) foot area as of the date of this Deed, which existing buildings, structures and appurtenances may be repaired, altered, maintained, or demolished, or rebuilt at their present locations, without regard to this reservation and prohibition.

#### **F. Reservation of Use and Occupancy of Certain Buildings**

The Grantor reserves the use and occupancy of the following signs and displays in their current locations and buildings, including parking and other facilities currently being used by the Grantor in connection with the use of said buildings and related facilities, as follows:

1. Buildings, including associated parking lots

Buildings No. 164, 110, 112, S- 123, 125, 135a, 137, 139, 219, S- 225, 228, S- 245, 245a, S-251, 260, 274, 275, 276, 277, S- 278, 279, 280, 283, 284, 288, 291 and 369.

2. Signs and Displays

Main Gate Depot Sign, Main Gate Vehicle Displays, MWR, Electronic Sign.

The Grantor further reserves the right of ingress and egress to said buildings, signs and displays. The Grantor shall be responsible for (i) the operation, upkeep and interior maintenance, and (ii) the securing of utilities, for said buildings, displays and signs. The Grantor may relinquish the right to use and occupy said buildings, signs and displays at any time by giving the Grantee thirty (30) days written notice. The Grantor shall return said buildings to the Grantee in a clean and safe condition, damage by fire

or other casualty and fair wear and tear excepted.

### **G. Future Confirmatory Instruments**

The Grantor and the Grantee agree to cooperate in establishing more precise locations of the above easements and reservations, as the parties deem necessary and at no cost to the Grantor, and in filing confirmatory instruments as may be required in the future with regard thereto.

## **II. INSTALLATION RESTORATION PROGRAM ("IRP")**

The Grantor acknowledges that Red River has not been identified as a National Priority List ("NPL") site under CERCLA, as defined below. Red River does have a Compliance Plan ("Compliance Plan") associated with the current Red River Hazardous or Solid Waste Facility Permit ("Permit") issued pursuant to the Resource Conservation and Recovery Act and the Texas Solid Waste Disposal Act ("RCRA"). There are no known Solid Waste Management Units (SWMU) nor known releases to groundwater within the Property. A copy of the Permit and Compliance Plan is available upon written request at the following address: Commander, Red River Army Depot, ATTN: SIORR-BTO, 100 Main Drive, Texarkana, TX 75507-5000. In addition, a copy can also be viewed during regular business hours at the Texas Natural Resource Conservation Commission Central Office, 12100 Park Thirty-Five Circle, Building A, Austin, Texas.

## **III. CERCLA COVENANTS AND NOTICE**

Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. ("CERCLA"):

### **A. Notification and Covenants**

1. The Grantor hereby notifies the Grantee of the storage and release of hazardous substances on the Property. For the purpose of this Deed, "hazardous substances" shall have the same meaning as section 101(14) of CERCLA. Available information regarding the type, quantity, and location of such substances and action taken is at Exhibit B herein. The information regarding this storage and release indicates that there is no threat to human health or the environment on the Property.

2. The Grantor hereby covenants that:

a. all remedial action necessary to protect human health and the environment with respect to any such hazardous substances remaining on the Property has been taken before the date of conveyance hereunder; and

b. any additional remedial action found to be necessary with regard to such hazardous substances remaining on the Property after the date of the conveyance that resulted from past activities of the Grantor shall be conducted by the Grantor. This covenant shall not apply to the extent such remedial actions are caused by activities of the Grantee, its successors or assigns.

### **B. Access Rights and Easement**

The Grantor reserves a right and easement for access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of this Deed. In exercising these rights of access, except in case of imminent endangerment to human health or the environment, the Grantor shall give the Grantee, or the then record owner, at least thirty (30) days prior written notice of actions to be taken in remediation of the Property, and shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the use of the Property by the Grantee, its successors and assigns. Furthermore, any such actions undertaken by the Grantor pursuant to this Section III.B will, to the maximum extent practicable, be coordinated with a representative of the Grantee, its successors and assigns. Grantee agrees that, notwithstanding any other provisions of the Deed, that the Grantor assumes no liability to the Grantee, its successors and assigns, or any other person, should remediation of the Property interfere with the use of the Property by the Grantee, its successors and assigns.

### **C. Transfer Documents**

The Grantee and its successors and assigns covenant and agree that all leases, transfers or conveyances of the Property occurring subsequent to the date of this Deed shall be made expressly subject to, and shall have the benefit of, the provisions contained in this Article III.

## **IV. RESTRICTIVE COVENANTS**

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## **A. PURPOSES**

In order to protect human health and the environment, and promote community objectives, and further the common environmental objectives of the Grantor, the State of Texas, and the reuse plan of the Grantee, the parties agree to be bound by the covenants and restrictions set forth below in perpetuity, or until said covenants and restrictions are released by the Grantor, as provided for below. These restrictions and covenants (collectively, the "Restrictive Covenants") benefit the lands retained by the Grantor, the State of Texas and the public welfare generally and are consistent with state and federal environmental statutes.

## **B. RESTRICTIONS**

### **1. Residential Use Restriction**

The Grantee and its successors and assigns covenant not to use the portion of the Property identified in Exhibit C as the Non-Residential Use Restriction Tract ("Non-Residential Tract") for residential purposes, residential purposes to include, but not be limited to, housing, day care facilities, schools (excluding education and training programs and schools for persons eighteen years of age or older) and assisted living facilities.

### **2. Groundwater Use Restriction**

In order to prevent the migration of groundwater from adjacent land, the Grantee and its successors and assigns covenant not to access or use groundwater underlying the portion of Property identified in Exhibit C as the Groundwater Use Restriction Tracts ("Groundwater Tracts") for any purpose, without the prior written approval of the Grantor, which approval will not be unreasonably withheld or delayed. For the purposes of this restriction, the term "groundwater" shall have the same meaning as in Section 101(12) of CERCLA.

## **C. MODIFICATIONS**

Nothing contained herein shall preclude the Grantee from undertaking, in accordance with applicable law, such additional remediation necessary to allow for the release or modification of the above Restrictive Covenants. Any such additional remediation shall be undertaken at no significant cost to the Grantor as determined by the Grantor, and shall be subject to the prior written consent of the Grantor, which consent shall not be unreasonably withheld or delayed. This consent may be

conditioned upon such terms and conditions the Grantor deems reasonable and appropriate, including the securing of performance or payment bonds, or insurance.

#### **D. ENFORCEMENT**

##### **1. Rights of the United States and the State of Texas**

The Restrictive Covenants stated in Section IV.B. above benefit the public in general and the territory surrounding the Property, including lands retained by the Grantor, and, therefore, the Restrictive Covenants are binding on the Grantee, its successors and assigns; shall run with the land; and are forever enforceable by the United States government and the State of Texas.

##### **2. Liability of the Grantee**

Notwithstanding any other provision of this Deed, any agreement between the Grantee and the Grantor, the provisions of CERCLA or Section 330 of the National Defense Authorization Act of 1993, as amended, the Grantee and its successors and assigns covenant and agree to be fully responsible for any investigation and/or remediation of hazardous substances, pollutants or contaminants, or petroleum or petroleum derivatives, to the extent that such investigation and/or remediation results from a violation of the Restrictive Covenants set forth in this Article IV.

##### **3. Indemnification**

The Grantee and its successors and assigns, as may be permitted by applicable Texas law and subject to the availability of appropriated or legally authorized funds, agree to indemnify and hold the Grantor, its officers, agents, and employees harmless from and against all suits, claims, demands, judgments, fines or penalties, liabilities, costs, or attorneys' fees to the extent such suits, claims, demands, judgments, fines or penalties arise out of a violation of the Restrictive Covenants contained in this Article IV by the Grantee, its successors and assigns.

##### **4. Transfer Documents**

The Grantee and its successors and assigns covenant and agree that all leases, transfers, or conveyances of all or portions of the Non-Residential Tract and the Groundwater Tracts occurring subsequent to the date of this Deed shall be made expressly subject to, and shall have the benefit of, the provisions contained in this Article IV.

## **V. ENVIRONMENTAL BASELINE STUDY ("EBS") AND FINDING OF SUITABILITY TO TRANSFER ("FOST")**

The Grantee has received the technical environmental reports, including the Environmental Baseline Survey for the Property dated December 18, 1996, as supplemented on February 5, 1998 (collectively the "EBS") and the FOST for the property dated March 1999, prepared by the Grantor, and agrees, to the best of the Grantee's knowledge, that they accurately describe the environmental condition of the Property. The Grantee has inspected the Property and accepts the physical condition and current level of environmental hazards on the Property and deems the Property to be safe for the Grantee's intended use. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS, Grantee or its successors or assigns shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor's activities, ownership, use, or occupation of the Property. Grantee, its successors and assigns, as consideration for the conveyance, agree to release Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of this Deed, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This Article V shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the Grantor's indemnification obligations under applicable laws.

## **VI. 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, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and paint 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. The GRANTEE hereby acknowledges receipt of all of the information described in this subparagraph.

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, its officers, agents and employees, as may be permitted by applicable Texas law, and subject to the availability of appropriated or legally authorized funds, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorney's fees arising out of, or in a manner predicated 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 Article VI shall be binding upon the GRANTEE, its successors and 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 Article VI in all subsequent transfers, leases, or conveyance documents that include Residential Real Property.

## **VII. 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-wide 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 Grantor 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 and 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. The Grantee further agrees to indemnify and hold harmless the Grantor, its officers, agents and employees, as may be permitted by applicable Texas law, and subject to the availability of appropriated or legally authorized funds, from and against all suits, claims, demands or actions, liabilities, judgments, penalties, costs and attorneys' fees arising out of, or in any manner predicated upon, future asbestos abatement or remediation from within buildings and structures on the Property; disposal of ACM or asbestos after conveyance to the Grantee; personal injury, death or property damages resulting from, related to,

caused by or arising out of exposure to asbestos within buildings or structures on the Property after the conveyance of such portion of the Property to the Grantee. The Grantee's obligation hereunder shall apply whatever the United States incurs costs or liabilities for actions giving rise to liability under this Section. The Grantee shall not be responsible for indemnifying or holding the Grantor harmless from any loss, claims, liabilities, judgments, penalties, costs, or damages arising out of exposure to asbestos occurring prior to the date of this Deed.

#### **VIII. NOTICE OF NON-DISCRIMINATION**

With respect to activities related to the Property, The Grantee shall not discriminate against any person or persons or exclude them from participation in the Grantee's operations, programs or activities conducted on the Property, because of race, color, religion, sex, age, handicap, or national origin.

#### **IX. INDEMNIFICATION**

Notwithstanding any other provision of this Deed, except for Article IV.D.2, the Grantor recognizes its obligation to comply with Section 330 of the Department of Defense Authorization Act of 1993, as amended.

#### **X. ANTI-DEFICIENCY ACT**

The Grantor's obligation to pay or reimburse any money under this Deed is subject to availability of appropriated funds to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act.

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**ACCEPTANCE:** Red River Redevelopment Authority, by its duly qualified and authorized Executive Director, Richard Hall, does hereby accept and approve this Deed Without Warranty and agrees to all of the terms and conditions thereof as of the 30 day of March, 1999.

RED RIVER REDEVELOPMENT  
AUTHORITY

By: *Richard W. Hall*  
Richard Hall  
Its: Executive Director

**ACKNOWLEDGMENT**

STATE OF TEXAS                    )  
  ) ss  
COUNTY OF BOWIE                )

On 30 March 1999 before me, LORA I. EASTERLING, personally appeared Richard W. Hall, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Lora I. Easterling*  
NOTARY PUBLIC



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Exhibits:

- A. Description of the Property
- B. CERCLA Notice
- C. Restricted Tracts

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# EXHIBIT A

## LAND DESCRIPTION – 765.5 Acres

A tract of land situated in the Charles Collom Survey, Abstract No. 108, Jonathan Collom Survey, Abstract No. 109, C. M. Akin Survey, Abstract No. 2, J. H. Smelser Survey, Abstract No. 722, John M. Smith Survey, Abstract No. 819, and the John Paxton Survey, Abstract No. 461, Bowie County, Texas, and being all of a one tract of land, Tract No. 503 as described in Warranty Deed to the United States of America as recorded in Volume 192, Page 92 (Tract No. 2) of the Deed Records of Bowie County, Texas, and being a portion of nine tracts of land, Tract No. 504 as described in Judgement on Declaration of Taking No. 1 as recorded in Volume 184, Page 148 of the Deed Records of Bowie County, Texas, Tract No. 501 as described in Warranty Deed to the United States of America as recorded in Volume 188, Page 342 of the Deed Records of Bowie County, Texas, Tract No. 502 as described in Warranty Deed to the United States of America as recorded in Volume 190, Page 372 of the Deed Records of Bowie County, Texas, Tract No. 537 as described in Warranty Deed to the United States of America as recorded in Volume 190, Page 372 of the Deed Records of Bowie County, Texas, Tract No. 503 as described in Warranty Deed to the United States of America as recorded in Volume 192, Page 92 (Tract No. 1) of the Deed Records of Bowie County, Texas, Tract No. 531 as described in Warranty Deed to the United States of America as recorded in Volume 186, Page 121 of the Deed Records of Bowie County, Texas, and Tract No. 529 as described in Judgement on Declaration of Taking No. 1 as recorded in Volume 184, Page 148 of the Deed Records of Bowie County, Texas, Tract No. 527 as described in Warranty Deed to the United States of America as recorded in Volume 190, Page 116 of the Deed Records of Bowie County, Texas, and Tract No. 526 as described in Judgement on Declaration of Taking No. 4 as recorded in Volume 192, Page 135 of the Deed Records of Bowie County, Texas, and being more particularly described as follows:

COMMENCING at a PK nail set in concrete fence post base at the intersection of the southerly right-of-way line of the Texas Pacific Railroad with the east line of the said Charles Collom Survey and being the northeast corner of the Red River Army Depot as reference in the completion report for the Red River Ordinance Depot, dated November 30, 1942, from which a one inch brass rod stamped "R.R.O.D. #2, 1942" found in a four inch by four inch concrete base bears South 19 degrees 26 minutes 24 seconds West a distance of 7.21 feet;

THENCE, South 86 degrees 22 minutes 15 seconds West along the southerly right-of-way line of the Texas & Pacific Railroad a distance of 3,664.42 feet to a five-eighths inch iron rod set with "Huitt-Zollars" cap at the POINT OF BEGINNING, said POINT OF BEGINNING also being North 00 degrees 18 minutes 22 seconds West 2,827.78 feet and North 86 degrees 21 minutes 50 seconds East 1,017.50 feet from the Southeast Corner of the Jonathan Collum Headright Survey, A-108;

THENCE, South 03 degrees 53 minutes 26 seconds East and along a chain link fence a distance of 457.13 feet to a five-eighths inch iron rod set with "Huitt-Zollars" cap, said rod being southwesterly of the centerline of a spur railroad track a perpendicular distance of 10.00 feet and being the beginning of a non-tangent curve to the right;

THENCE, in a southerly direction parallel with and 10.00 foot from said spur track and along said curve to the right through a central angle of 22 degrees 08 minutes 35 seconds

and having a radius of 643.04 feet and an arc length of 248.52 feet, being subtended by a chord of South 14 degrees 45 minutes 12 seconds East a distance of 246.97 feet to a five-eighths inch iron rod set with "Huitt-Zollars" cap at the end of said curve;

THENCE, South 04 degrees 00 minutes 36 seconds East parallel with and 10.00 foot from said spur track a distance of 232.21 feet to a five-eighths inch iron rod set with "Huitt-Zollars" cap;

THENCE, South 86 degrees 32 minutes 05 seconds West a distance of 49.86 feet to a chain link fence corner post from which a five-eighths inch iron rod set with "Huitt-Zollars" cap bears North 48 degrees 34 minutes 56 seconds West a distance of 14.17 feet;

THENCE, with said chain link fence the following bearings and distances:

South 03 degrees 41 minutes 59 seconds East a distance of 1,285.86 feet to a fence corner post from which a Mag nail set bears North 48 degrees 36 minutes 24 seconds West a distance of 14.17 feet;

South 86 degrees 29 minutes 10 seconds West a distance of 387.63 feet to a fence corner post from which a five-eighths inch iron rod set with "Huitt-Zollars" cap bears North 19 degrees 35 minutes 50 seconds West a distance of 10.87 feet;

North 47 degrees 17 minutes 25 seconds West a distance of 199.70 feet to a fence corner post from which a five-eighths inch iron rod set with "Huitt-Zollars" cap bears North 63 degrees 55 minutes 37 seconds East a distance of 10.73 feet;

North 04 degrees 51 minutes 15 seconds West a distance of 243.22 feet to a fence corner post from which a five-eighths inch iron rod set with "Huitt-Zollars" cap bears North 40 degrees 36 minutes 11 seconds East a distance of 14.03 feet;

South 86 degrees 03 minutes 42 seconds West a distance of 51.40 feet to a gate post from which a PK nail set bears North 06 degrees 09 minutes 13 seconds West a distance of 10.01 feet;

THENCE, South 81 degrees 37 minutes 54 seconds West along said fence and an extension thereof a distance of 425.22 feet to a fence corner post from which a cut cross set bears North 04 degrees 53 minutes 09 seconds West a distance of 10.02 feet;

THENCE, South 88 degrees 35 minutes 51 seconds West along a chain link fence a distance of 237.60 feet to a fence post from which a five-eighths inch iron rod set with "Huitt-Zollars" cap bears North 02 degrees 40 minutes 08 seconds West a distance of 10.00 feet;

THENCE, South 86 degrees 03 minutes 56 seconds West continuing along said fence a distance of 867.95 feet to a five-eighths inch iron rod set with "Huitt-Zollars" cap in fence line from which a five-eighths inch iron rod set with "Huitt-Zollars" cap bears North 10 degrees 33 minutes 59 seconds West a distance of 10.07 feet;

THENCE, South 72 degrees 48 minutes 06 seconds West and along a chain link fence a distance of 485.28 feet to a fence corner post from which a five-eighths inch iron rod set with "Huitt-Zollars" cap bears North 07 degrees 09 minutes 32 seconds West a distance of 10.16 feet;

THENCE, North 87 degrees 07 minutes 08 seconds West along said chain link fence a distance of 128.15 feet to a fence post from which a five-eighths inch iron rod set with "Huitt-Zollars" cap bears North 04 degrees 11 minutes 40 seconds East a distance of 10.00 feet;

THENCE, North 84 degrees 29 minutes 27 seconds West along said fence a distance of 196.24 feet to a fence corner post from which a five-eighths inch iron rod set with "Huitt-Zollars" cap bears North 05 degrees 24 minutes 10 seconds East a distance of 10.00 feet;



THENCE, departing said fence North 84 degrees 42 minutes 09 seconds West a distance of 390.24 feet to a gate post from which a five-eighths inch iron rod set with "Huitt-Zollars" cap bears North 05 degrees 27 minutes 21 seconds East a distance of 10.00 feet; THENCE, North 84 degrees 23 minutes 06 seconds West along a chain link fence a distance of 210.73 feet to a five eighths inch iron rod set with "Huitt-Zollars" cap in fence line from which a five-eighths inch iron rod set with "Huitt-Zollars" cap bears North 25 degrees 53 minutes 04 seconds West a distance of 11.73 feet; THENCE, South 32 degrees 36 minutes 57 seconds West and along a chain link fence a distance of 184.63 feet to a fence corner post from which a five-eighths inch iron rod set with "Huitt-Zollars" cap bears North 75 degrees 49 minutes 06 seconds West a distance of 10.54 feet;

THENCE, along said chain link fence the following bearings and distances:  
 South 04 degrees 15 minutes 19 seconds East a distance of 620.46 feet to a fence corner post from which a five-eighths inch iron rod set with "Huitt-Zollars" cap bears South 85 degrees 55 minutes 26 seconds West a distance of 10.00 feet;  
 South 03 degrees 54 minutes 00 seconds East a distance of 1,558.07 feet to a fence corner post from which a five-eighths inch iron rod set with "Huitt-Zollars" cap bears North 48 degrees 46 minutes 22 seconds West a distance of 14.17 feet;  
 South 86 degrees 21 minutes 13 seconds West a distance of 2,707.77 feet to a fence corner post from which a five-eighths inch iron rod set with "Huitt-Zollars" cap bears North 03 degrees 40 minutes 03 seconds West a distance of 10.00 feet;  
 South 86 degrees 18 minutes 46 seconds West a distance of 1,512.49 feet to a fence corner post from which a five-eighths inch iron rod set with "Huitt-Zollars" cap bears North 43 degrees 40 minutes 37 seconds East a distance of 14.76 feet;  
 North 01 degree 02 minutes 38 seconds East a distance of 952.37 feet to a five eighths inch iron rod set with "Huitt-Zollars" cap in fence line from which a five-eighths inch iron rod set with "Huitt-Zollars" cap bears North 20 degrees 55 minutes 59 seconds East a distance of 29.39 feet;

THENCE, North 43 degrees 37 minutes 50 seconds West and along a barbed wire fence a distance of 1,644.70 feet to a fence corner post from which a five-eighths inch iron rod set with "Huitt-Zollars" cap bears North 68 degrees 38 minutes 36 seconds East a distance of 10.81 feet;

THENCE, North 01 degree 43 minutes 49 seconds East a distance of 45.19 feet to a point for corner on an extension of an east-west barbed wire fence, from which a five-eighths inch iron rod set with "Huitt-Zollars" cap bears North 46 degrees 00 minutes 47 seconds East a distance of 14.24 feet;

THENCE, North 89 degrees 22 minutes 15 seconds West and along a barbed wire fence a distance of 888.96 feet to a fence post from which a five-eighths inch iron rod set with "Huitt-Zollars" cap bears North 00 degrees 28 minutes 32 seconds East a distance of 10.00 feet;

THENCE, along said barbed wire fence the following bearings and distances:  
 North 89 degrees 40 minutes 40 seconds West a distance of 1,235.50 feet to a fence post from which a five-eighths inch iron rod set with "Huitt-Zollars" cap bears North 00 degrees 44 minutes 29 seconds East a distance of 10.00 feet;  
 North 88 degrees 50 minutes 21 seconds West a distance of 800.02 feet to a fence post from which a five-eighths inch iron rod set with "Huitt-Zollars" cap bears North 00 degrees 48 minutes 04 seconds East a distance of 10.00 feet;

North 89 degrees 33 minutes 32 seconds West a distance of 389.35 feet to a fence post from which a five-eighths inch iron rod set with "Huitt-Zollars" cap bears North 00 degrees 12 minutes 54 seconds East a distance of 10.00 feet;  
South 89 degrees 59 minutes 20 seconds West a distance of 396.21 feet to a fence corner post from which a five-eighths inch iron rod set with "Huitt-Zollars" cap bears North 46 degrees 59 minutes 42 seconds East a distance of 14.66 feet;  
THENCE, North 04 degrees 00 minutes 07 seconds East along said barbed wire fence and an extension thereof a distance of 970.05 feet to a five-eighths inch iron rod set with "Huitt-Zollars" cap from which a five-eighths inch iron rod set with "Huitt-Zollars" cap bears North 88 degrees 27 minutes 49 seconds East a distance of 10.04 feet;  
THENCE, North 06 degrees 43 minutes 48 seconds West and along a barbed wire fence and extension thereof a distance of 673.70 feet to a five-eighths inch iron rod set with "Huitt-Zollars" cap on the south right-of-way line of the Texas & Pacific Railroad;  
THENCE, North 86 degrees 18 minutes 33 seconds East along the south right-of-way line of the Texas & Pacific Railroad a distance of 4,094.41 feet to a five-eighths inch iron rod set with "Huitt-Zollars" cap;  
THENCE, North 86 degrees 22 minutes 15 seconds East continuing along the south right-of-way line of the Texas & Pacific Railroad a distance of 8,298.52 feet to the POINT OF BEGINNING and CONTAINING 765.5 acres of land, more or less.

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**EXCEPTED TRACTS**

SAVE and EXCEPT and there is hereby excepted from the conveyance the following described tracts:

Tract #01

Commencing at the POINT OF BEGINNING of the above-described 765.5 acre tract;  
 THENCE South 86 degrees 22 minutes 15 seconds West 1,453.11 feet to a point;  
 THENCE South 32 degrees 55 minutes 43 seconds East 1,084.96 feet to a point;  
 THENCE North 86 degrees 19 minutes 37 seconds East 923.59 feet to a point;  
 THENCE North 03 degrees 41 minutes 59 seconds West 46.00 feet to a point;  
 THENCE North 86 degrees 32 minutes 21 seconds East 49.86 feet to a point;  
 THENCE North 0 degrees 00 minutes 35 seconds West 232.21 feet to a point;  
 THENCE in a northerly direction parallel with and 10 feet from the center line of a spur railroad tract and along said curve to the left to a central angle of 22 degrees 8 minutes 35 seconds and having a radius of 643.04 feet and an arc length of 248.52 feet being subtended by a chord of North 14 degrees 45 minutes 12 seconds West a distance of 246.97 feet to a point;  
 THENCE North 03 degrees 53 minutes 26 seconds West 457.13 feet to the POINT OF BEGINNING of this tract.

Tract #02

Commencing at the POINT OF BEGINNING of the above described 765.5 acre tract;  
 THENCE South 03 degrees 41 minutes 42 seconds East 997.46 feet to a point, the POINT OF BEGINNING of this described tract;  
 THENCE South 03 degrees 41 minutes 42 seconds East 280.6 feet to a point;  
 THENCE South 86 degrees 31 minutes 07 seconds West 90.95 feet to a point;  
 THENCE South 03 degrees 04 minutes 37 seconds East 57.89 feet to a point;  
 THENCE South 03 degrees 04 minutes 37 seconds East 5.00 feet to a point;  
 THENCE North 85 degrees 54 minutes 27 seconds East 91.19 feet to a point;  
 THENCE South 03 degrees 44 minutes 04 seconds East 875.36 feet to a point;  
 THENCE South 86 degrees 31 minutes 20 seconds West 387.75 feet to a point;  
 THENCE North 47 degrees 17 minutes 09 seconds West 199.52 feet to a point;  
 THENCE North 04 degrees 51 minutes 11 seconds West 243.26 feet to a point;  
 THENCE South 86 degrees 25 minutes 17 seconds West 51.69 feet to a point;  
 THENCE North 05 degrees 42 minutes 11 seconds West 213.71 feet to a point;  
 THENCE South 89 degrees 37 minutes 06 seconds West 76.21 feet to a point;  
 THENCE North 00 degrees 40 minutes 50 seconds West 198.27 feet to a point;  
 THENCE North 35 degrees 42 minutes 21 seconds West 96.78 feet to a point;  
 THENCE South 88 degrees 33 minutes 57 seconds West 266.19 feet to a point;  
 THENCE North 09 degrees 12 minutes 00 seconds West 61.68 feet to a point;  
 THENCE North 26 degrees 51 minutes 45 seconds West 212.88 feet to a point;  
 THENCE North 17 degrees 27 minutes 11 seconds West 66.37 feet to a point;

THENCE North 86 degrees 23 minutes 2 seconds East 1,077.63 feet to the POINT OF BEGINNING of this tract.

Tract #03

COMMENCING at the POINT OF BEGINNING of the above described 765.5 acre tract;  
THENCE South 86 degrees 22 minutes 15 seconds West 1,453.11 feet to a point, the POINT OF BEGINNING of this described tract;

THENCE South 86 degrees 22 minutes 15 seconds West 542.05 feet to a point;  
THENCE South 03 degrees 40 minutes 27 seconds East 947.33 feet to a point;  
THENCE North 86 degrees 19 minutes 36 seconds East 825.24 feet to a point;  
THENCE South 03 degrees 40 minutes 24 seconds East 917.8 feet to a point;  
THENCE North 86 degrees 19 minutes 36 seconds East 166.41 feet to a point;  
THENCE North 81 degrees 37 minutes 56 seconds East 425.22 feet to a point;  
THENCE North 05 degrees 42 minutes 11 seconds West 213.71 feet to a point;  
THENCE South 89 degrees 37 minutes 06 seconds West 76.21 feet to a point;  
THENCE North 00 degrees 40 minutes 50 seconds West 198.27 feet to a point;  
THENCE North 35 degrees 42 minutes 21 seconds West 96.78 feet to a point;  
THENCE South 88 degrees 33 minutes 57 seconds West 266.19 feet to a point;  
THENCE North 09 degrees 12 minutes 00 seconds West 61.68 feet to a point;  
THENCE North 26 degrees 51 minutes 45 seconds West 212.88 feet to a point;  
THENCE North 17 degrees 27 minutes 11 seconds West 66.37 feet to a point;  
THENCE North 86 degrees 23 minutes 12 seconds East 183.18 feet to a point;  
THENCE North 32 degrees 55 minutes 40 seconds West 1,084.96 feet to the POINT OF BEGINNING of this tract.

Tract #04

Commencing at the POINT OF BEGINNING of the above described 765.5 acre tract;  
THENCE South 71 degrees 35 minutes 11 seconds West 7,960.42 feet to a point, the POINT OF BEGINNING of this described tract;  
THENCE North 89 degrees 26 minutes 38 seconds West 500.98 feet to a point;  
THENCE South 01 degree 44 minutes 36 seconds West 138.56 feet to a point;  
THENCE South 88 degrees 09 minutes 55 seconds East 497.06 feet to a point;  
THENCE North 03 degrees 12 minutes 15 seconds East 149.78 feet to the POINT OF BEGINNING of this tract.

Tract #05 (East)

Commencing at the POINT OF BEGINNING of the above described 765.5 acre tract;  
THENCE South 61 degrees 54 minutes 16 seconds West 3,727.87 feet to the POINT OF BEGINNING of this described tract;  
THENCE North 89 degrees 32 minutes 41 seconds West 87.44 feet to a point;  
THENCE North 81 degrees 44 minutes 44 seconds West 132.88 feet to a point;  
THENCE South 10 degrees 21 minutes 07 seconds East 61.64 feet to a point;  
THENCE South 28 degrees 06 minutes 10 seconds East 286.04 feet to a point;



THENCE South 84 degrees 23 minutes 10 seconds East 228.88 feet to a point;  
 THENCE North 15 degrees 44 minutes 34 seconds East 17.45 feet to a point;  
 THENCE South 44 degrees 49 minutes 24 seconds East 20.55 feet to a point;  
 THENCE South 84 degrees 40 minutes 50 seconds East 183.48 feet to a point;  
 THENCE North 37 degrees 32 minutes 13 seconds West 382.27 feet to the POINT OF  
 BEGINNING of this described tract.

Tract #05 (West)

Commencing at the POINT OF BEGINNING of the above described 765.5 acre tract;  
 THENCE South 73 degrees 05 minutes 01 seconds West 4,247.59 feet to a point, the POINT OF  
 BEGINNING of this described tract;  
 THENCE South 04 degrees 04 minutes 14 seconds East 482.63 feet to a point;  
 THENCE South 89 degrees 39 minutes 39 seconds East 452.88 feet to a point;  
 THENCE South 14 degrees 36 minutes 27 seconds East 82.56 feet to a point;  
 THENCE South 03 degrees 40 minutes 23 seconds West 216.62 feet to a point;  
 THENCE South 86 degrees 19 minutes 34 seconds West 563.18 feet to a point;  
 THENCE North 03 degrees 40 minutes 23 seconds West 124.66 feet to a point;  
 THENCE South 86 degrees 21 minutes 25 seconds West 481.48 feet to a point;  
 THENCE North 03 degrees 38 minutes 35 seconds West 206.92 feet to a point;  
 THENCE North 86 degrees 29 minutes 40 seconds East 376.70 feet to a point;  
 THENCE North 04 degrees 04 minutes 14 seconds West 480.69 feet to a point;  
 THENCE North 65 degrees 55 minutes 45 seconds East 70.36 feet to the POINT OF  
 BEGINNING of this described tract.

Tract #06 (East)

Commencing at the POINT OF BEGINNING of the above-described 765.5 acre tract;  
 THENCE South 62 degrees 44 minutes 39 seconds West 2,982.17 feet to a point, the POINT OF  
 BEGINNING of this described tract;  
 THENCE South 84 degrees 21 minutes 57 seconds West 161.52 feet to a point;  
 THENCE South 02 degrees 57 minutes 15 seconds East 105.92 feet to a point;  
 THENCE South 03 degrees 05 minutes 53 seconds East 125.67 feet to a point;  
 THENCE South 02 degrees 56 minutes 41 seconds West 422.25 feet to a point;  
 THENCE North 86 degrees 24 minutes 23 seconds East 223.58 feet to a point;  
 THENCE North 02 degrees 33 minutes 58 seconds West 360.31 feet to a point;  
 THENCE North 15 degrees 13 minutes 08 seconds West 68.07 feet to a point;  
 THENCE North 15 degrees 13 minutes 05 seconds West 130.58 feet to a point;  
 THENCE North 15 degrees 13 minutes 07 seconds West 106.92 feet to the POINT OF  
 BEGINNING of this described tract.

Tract #06 (West)

Commencing at the POINT OF BEGINNING of the above described 765.5 acre tract;  
 THENCE South 61 degrees 55 minutes 03 seconds West 3,727.74 feet to a point, the POINT OF  
 BEGINNING of this described tract;

THENCE South 23 degrees 32 minutes 48 seconds East 109.23 feet to a point;  
THENCE South 66 degrees 27 minutes 13 seconds West 84.19 feet to a point;  
THENCE North 23 degrees 32 minutes 46 seconds West 109.23 feet to a point;  
THENCE North 66 degrees 27 minutes 12 seconds East 84.19 feet to the POINT OF BEGINNING of this described tract.

Tract #07 (East)

Commencing at the POINT OF BEGINNING of the above described 765.5 acre tract;  
THENCE South 86 degrees 22 minutes 15 seconds West 5,010.80 feet to a point, the POINT OF BEGINNING of this described tract;  
THENCE South 86 degrees 22 minutes 15 seconds West 208.57 feet to a point;  
THENCE South 03 degrees 31 minutes 41 seconds East 341.72 feet to a point;  
THENCE North 86 degrees 03 minutes 34 seconds East 213.04 feet to a point;  
THENCE North 04 degrees 16 minutes 50 seconds West 340.59 feet to the POINT OF BEGINNING of this described tract.

Tract #07 (West)

Commencing at the POINT OF BEGINNING of the above described 765.5 acre tract;  
THENCE South 86 degrees 22 minutes 15 seconds West 5,245.75 feet to a point, the POINT OF BEGINNING of this described tract;  
THENCE South 86 degrees 22 minutes 15 seconds West 377.55 feet to a point;  
THENCE South 03 degrees 32 minutes 17 seconds East 343.92 feet to a point;  
THENCE North 86 degrees 03 minutes 34 seconds East 377.5 feet to a point;  
THENCE North 03 degrees 31 minutes 39 seconds West 341.87 feet to the POINT OF BEGINNING of this described tract.

Tract #08

Commencing at the POINT OF BEGINNING of the above described 765.5 acre tract;  
THENCE South 72 degrees 35 minutes 02 seconds West 5,349.29 feet to a point, the POINT OF BEGINNING of this described tract;  
THENCE South 05 degrees 26 minutes 48 seconds East 181.26 feet;  
THENCE North 86 degrees 29 minutes 40 seconds East 114.41 feet to a point;  
THENCE South 01 degrees 23 minutes 59 seconds East 333.50 feet to a point;  
THENCE South 86 degrees 25 minutes 02 seconds West 376.24 feet to a point;  
THENCE North 04 degrees 15 minutes 23 seconds West 514.02 feet to a point;  
THENCE North 86 degrees 17 minutes 41, seconds East 274.46 feet to the POINT OF BEGINNING of this described tract.

Tract #09

Commencing at the POINT OF BEGINNING of the above described 765.5 acre tract;  
THENCE South 21 degrees 18 minutes 43 seconds West 4,794.5 feet to a point, the POINT OF BEGINNING of this described tract;

THENCE South 03 degrees 38 minutes 35 seconds East 206.92 feet to a point;  
 THENCE South 86 degrees 21 minutes 25 seconds West 504.95 feet to a point;  
 THENCE North 01 degree 23 minutes 59 seconds West 208.71 feet to a point;  
 THENCE North 86 degrees 29 minutes 40 seconds East 496.78 feet to the POINT OF  
 BEGINNING of this described tract.

Tract #10

Commencing at the POINT OF BEGINNING of the above described 765.5 acre tract;  
 THENCE South 24 degrees 09 minutes 07 seconds West 5,197.35 feet to a point, the POINT OF  
 BEGINNING of this described tract;  
 THENCE South 05 degrees 04 minutes 27 seconds East 74.9 feet to a point;  
 THENCE South 86 degrees 57 minutes 12 seconds West 290.4 feet to a point;  
 THENCE North 03 degrees 13 minutes 36 seconds West 74.65 feet to a point;  
 THENCE North 86 degrees 54 minutes 46 seconds East 287.98 feet to the POINT OF  
 BEGINNING of this described tract.

Tract #11

Commencing at the POINT OF BEGINNING of the above described 765.5 acre tract;  
 THENCE South 86 degrees 22 minutes 15 seconds West 2,017.17 feet to a point, the POINT OF  
 BEGINNING of this described tract;  
 THENCE South 86 degrees 22 minutes 15 seconds West 1,737.82 feet to a point;  
 THENCE South 03 degrees 54 minutes 53 seconds East 652.02 feet to a point;  
 THENCE North 87 degrees 13 minutes 10 seconds East 589.44 feet to a point;  
 THENCE South 04 degrees 19 minutes 49 seconds East 287.53 feet to a point;  
 THENCE North 86 degrees 19 minutes 28 seconds East 1,142.43 feet to a point;  
 THENCE North 03 degrees 40 minutes 27 seconds West 947.33 feet to the POINT OF  
 BEGINNING of this described tract.

Tract #12

Commencing at the POINT OF BEGINNING of the above described 765.5 acre tract;  
 THENCE South 58 degrees 39 minutes 10 seconds West 6,495.13 feet to a point, the POINT OF  
 BEGINNING of this described tract;  
 THENCE South 05 degrees 57 minutes 36 seconds East 169.85 feet to a point;  
 THENCE South 86 degrees 25 minutes 37 seconds West 166.37 feet to a point;  
 THENCE North 02 degrees 45 minutes 27 seconds West 169.76 feet to a point;  
 THENCE North 86 degrees 26 minutes 24 seconds East 156.88 feet to the POINT OF  
 BEGINNING of this described tract.

Tract #13

Commencing at the POINT OF BEGINNING of the above described 765.5 acre tract;  
 THENCE South 21 degrees 2 minutes 48 seconds West 5,799.02 feet to a point, the POINT OF  
 BEGINNING of this described tract;

THENCE South 84 degrees 43 minutes 43 seconds West 609.60 feet to a point;  
THENCE South 05 degrees 16 minutes 17 seconds East 509 feet to a point;  
THENCE North 84 degrees 43 minutes 43 seconds East 609.60 feet to a point;  
THENCE North 05 degrees 16 minutes 17 seconds West 509 feet to the POINT OF  
BEGINNING of this described tract;

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# EXHIBIT B

## ATTACHMENT B

### TABLE 2

Notification of Hazardous Substances Storage, Release, Treatment and/or Disposal\*

Facility Identification & Description of Activities	Identify Hazardous Substance	Date of Storage, Release or Disposal	Planned Remedial Actions
Facility 39, swimming pool maintenance facility, constructed in 1975	Storage: Chlorine	Facility 39 stores chemicals for pool chlorination and cleaning (muriatic acid). Pipelines run between this building and the swimming pool. No documented evidence exists to conclude that any release, disposal, or migration of a hazardous substance has occurred.	none
Bldg 125, currently in layaway status, is a light industrial maintenance shop constructed in 1943 composed of 1075 sq ft	Potential storage: POL and solvent	During the EBS site visit, it was noted that this building was a standby generator facility which housed a large stationary engine. A trench or sump existed around the generator until it was filled with concrete in approximately 1978. Blueprints indicate that this trench drained to the sanitary sewer system. No documented evidence exists to conclude that a release, disposal, or migration of hazardous substance has occurred.	None
Bldg 161 is a heavy equipment repair building constructed in 1942	Potential storage: solvents	It was observed during the EBS that contaminated diesel, oil, and antifreeze were stored in 55-gallon drums in this building which has subsequently been removed. Used parts and other pieces of equipment stored in boxes were also noted. This building contains a floor drain and was used as a wash rack prior to construction of Building S-163. This drain flows into the sanitary sewer system. No documented evidence exists to conclude that a release, disposal, or migration of a hazardous substance or petroleum product has occurred. Past operations have required storage of paint, oil, antifreeze and solvents in small quantities.	None
Bldg 164, constructed in 1942 and consisting of 4299 sq ft, was utilized as a carpenter shop between	Storage: cleaning solvents	The building contains no floor drains or sumps. Numerous solvents, POLs, and other cleaners were observed in	None

Facility Identification & Description of Activities	Identify Hazardous Substance	Date of Storage, Release or Disposal	Planned Remedial Actions
1942 and 1959. Operations included building wood pallets and shipping containers. The facility was converted to a print shop in 1959 and housed print shop operations until 1993. From 1993 to 1995, this building was used for offices, and in July 1995, it was converted to a radio repair shop.		cabinets during the EBS site visit. No spills or releases of hazardous substances or POLs have been reported at any time during the use of the building.	
Bldg 170, constructed in 1942 and consists of 1530 sq ft, was originally utilized as a paint shop in the 1940s, and was then used as a typewriter repair shop. It was then used as a radio repair shop prior to those operations moving to Building 164 in 1995. The building is currently used for storage of electronic parts	Storage: Paint and paint related material and cleaning solvents	The building contains no floor drains or sumps. No documented evidence exists to suggest a release of hazardous substances has occurred from this building.	None
Bldg 171 was constructed in 1967 and houses the standby generator for Bldg 170	Storage and release: battery leakage	During the EBS, two lithium batteries were found inside the building. These batteries were stored within a secondary containment system. The fluid that had leaked out of the battery had not escaped the secondary containment.	Leaking batteries were removed and replaced. Replacement batteries and generator have been placed on a preventive maintenance schedule. Installation will remove generator and batteries prior to transfer.
Bldg 176 was used for storage of paints and solvents between 1942 and 1949 but is currently used for administrative purposes	Storage: paint and solvents	The building is currently used for administrative purposes. No documented evidence exists to conclude that a release, disposal or migration of a hazardous substance has occurred.	None

\* The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or 'Superfund') 42 U.S.C. section 9620(h). This table provides information on the storage of hazardous substances for one year or more in quantities greater than or equal to 1000 kilograms or the hazardous substance's CERCLA reportable quantity (which ever is greater). In addition, it provides information on the known release of hazardous substances in quantities greater than or equal to the substances CERCLA reportable quantity. See 40 CFR Part 373.

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# EXHIBIT C

## RESTRICTED TRACTS

### Groundwater Restriction Tract

Commencing at the POINT OF BEGINNING of the above described 765.5 acre tract;  
THENCE South 46 degrees 24 minutes 55 seconds West 1,556.44 feet to a point, the POINT OF BEGINNING of this described tract;  
THENCE South 86 degrees 19 minutes 36 seconds West 1,648.26 feet to a point;  
THENCE South 42 degrees 12 minutes 28 seconds East 1,092.25 feet to a point;  
THENCE North 86 degrees 03 minutes 56 seconds East 701.54 feet to a point;  
THENCE North 03 degrees 40 minutes 24 seconds West 917.8 feet to the POINT OF BEGINNING of this described tract.

### Tract 11B-Groundwater

Commencing at the POINT OF BEGINNING of the above described 765.5 acre tract;  
THENCE South 86 degrees 22 minutes 15 seconds West 1,995.96 feet to a point, the POINT OF BEGINNING of this described tract;  
THENCE South 03 degrees 40 minutes 27 seconds East 947.33 feet to a point;  
THENCE South 86 degrees 19 minutes 28 seconds West 883.27 feet to a point;  
THENCE North 03 degrees 40 minutes 32 seconds West 943.83 feet to a point;  
THENCE North 86 degrees 22 minutes 15 seconds East 920.48 feet to the POINT OF BEGINNING of this described tract.

### Non-Residential Use Restriction Tract

Commencing at the POINT OF BEGINNING of the above described 765.5 acre tract;  
THENCE South 46 degrees 24 minutes 55 seconds West 1,556.44 feet to a point, the POINT OF BEGINNING of this described tract;  
THENCE South 86 degrees 17 minutes 27 seconds West 4,362.05 feet;  
THENCE South 03 degrees 48 minutes 15 seconds East 992.73 feet to a point;  
THENCE North 86 degrees 19 minutes 26 seconds East 1,945.67 feet to a point;  
THENCE North 32 degrees 36 minutes 57 seconds East 133.3 feet to a point;  
THENCE South 84 degrees 23 minutes 06 seconds East 210.79 feet to a point;  
THENCE South 84 degrees 42 minutes 09 seconds East 390.24 feet to a point;  
THENCE South 84 degrees 29 minutes 27 seconds East 196.24 feet to a point;  
THENCE South 87 degrees 07 minutes 08 seconds East 128.15 feet to a point;  
THENCE North 72 degrees 48 minutes 06 seconds East 485.28 feet to a point;  
THENCE North 86 degrees 03 minutes 56 seconds East 867.95 feet to a point;  
THENCE North 88 degrees 35 minutes 51 seconds East 81.08 feet to a point;  
THENCE North 03 degrees 40 minutes 24 seconds West 917.8 feet to the POINT OF BEGINNING of this tract.